

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, SEPTEMBER 15th, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE LAWRENCE S. STEC

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

PRESENTATION:

INTRODUCTION OF MARK SCHAUER

PRESENTATION BY JIM ARNOSKY
ENERGY ADVISOR
WYANDOTTE MUNICIPAL SERVICE
REGARDING THE FOLLOWING PROGRAMS:
TV REBATE PROGRAM
FREE HOME ENERGY AUDITS
WEATHERIZATION REBATES
ENERGY SAVING APPLIANCE PURCHASE REBATES
LOW INCOME FREE REFRIGERATOR PROGRAM
COMMERCIAL BUSINESS REBATES

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Nancy Chascsa, Monguagon Chapter, Daughters of the American Revolution requesting to declare September 17-23, as National Constitution Week in the City of Wyandotte.
2. Communication from Debora and Michael Cutrell regarding the recent flooding in the City of Wyandotte.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

3. Communication from Mayor Peterson submitting an appointment to the Beautification Commission.

4. Communication from the Superintendent of Recreation regarding the SMART 2015FY Municipal and Community Credit Contract

5. Communication from the City Administrator relative to the Ambulance Service (EMS)-Billing Rates.

6. Communication from the City Administrator regarding the 2014 Refunding Bonds (Limited Tax General Obligation)

7. Communication from the Special Events Coordinator regarding the Music in the Park (Wyandotte Academy Youth Choir, RHS A cappella Choir, ROVASI Chorale) ; September 18th and September 25, 2014.

8. Communication from the Special Events Coordinator relative to the various LOVE-WYANDOTTE; PAINT THE TOWN PINK EVENTS to take place on September 27th, October 1st and October 10th, 2014.

9. Communication from the Special Events Coordinator regarding Our Lady of Fatima's Anniversary Event to be held at Bishop park on October 11, 2014 at 12:00 noon.

10. Communication from the City Engineer regarding the sale of property within the City of Wyandotte.

11. Communication from the City Engineer and Director of Information Technology regarding the Department of Public service Fuel Management System.

12 Communication from the City Engineer and Museum Assistant regarding the replacement of the Central Air Conditioning Unit at the Marx Home.

13 Communication from the City Engineer relative to the Neighborhood Stabilization Homes (NSP2) Sales Price.

14. Communication from the City Engineer submitting the demolition Bids for various properties in the City of Wyandotte.

15. Communication from the City Engineer relative to city owned property in the City of Wyandotte.

16. Communication from the City Engineer regarding the Community Development Block Grant (CDBG) Program.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO
THE 2015 FISCAL YEAR CITY
OPERATING BUDGET

HEARING TO SHOW CAUSE
WHY THE DWELLING AT
446 PINE STREET
WYANDOTTE, MICHIGAN
SHOULD NOT BE DEMOLISHED, REMOVED OR
OTHERWISE MADE SAFE

FINAL READING OF ORDINANCES:

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND SECTION 26-5 ENTITLED
"BICYCLE RIDING PROHIBITED" OF THE CODE
OF ORDINANCES OF THE
CITY OF WYANDOTTE

CITY OF WYANDOTTE
2015 FISCAL YEAR BUDGET
ORDINANCE

REPORTS AND MINUTES:

Marina Committee Meeting
Building Code Board of Appeals
Municipal Service Commission
Work Session Meeting
Municipal Service Commission

August 6, 2014
September 8, 2014

September 3, 2014
September 3, 2014

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



**JOSEPH R. PETERSON
MAYOR**

COUNCIL

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

TO: William R. Griggs
City Clerk

FROM: Julie Sadlowski
Office of the Mayor & City Council

DATE: September 11, 2014

SUBJECT: Presentation at 9/15/14 Council Meeting

Monday, September 15, 2014

Introduction of Mark Schauer

Please place this item at beginning of the agenda as you have so kindly done in the past. Feel free to contact me at Ext. 4544 if you have any questions.

Thank you.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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PRESENTATION BY JIM ARNOSKY
ENERGY ADVISOR
WYANDOTTE MUNICIPAL SERVICE

REGARDING THE FOLLOWING PROGRAMS:

TV REBATE PROGRAM
FREE HOME ENERGY AUDITS
WEATHERIZATION REBATES
ENERGY SAVING APPLIANCE PURCHASE REBATES
LOW INCOME FREE REFRIGERATOR PROGRAM
COMMERCIAL BUSINESS REBATES



Monguagon Chapter
Daughters of the American Revolution

Mayor Joseph Peterson
3200 Biddle Ave.
Wyandotte, MI 48192

Dear Mayor Peterson;

The Monguagon Chapter, National Society Daughters of the American Revolution is asking you to declare, Sept. 17-23, as National Constitution Week in your city. We would also encourage you to ring bells on Sept. 17, at 4:00 pm so that we may hear the sound of patriotism.

Thank you.

Nancy Chascsa

Nancy Chascsa, Constitution Chairperson
Monguagon Chapter, Daughters of the American Revolution
2128 12th St.
Wyandotte, MI 48192
734-282-4698
Nancy@wyan.org



ON BEHALF OF THE PEOPLE OF MICHIGAN

I, Rick Snyder, governor of Michigan, do hereby proclaim
September 17 - 23, 2014

CONSTITUTION WEEK

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2014, marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Rick Snyder, governor of Michigan, do hereby proclaim the week of September 17 through September 23, 2014 as Constitution Week in Michigan.


Rick Snyder
Governor



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MEMORANDUM

September 9, 2014

TO: The Honorable Mayor and Council
FROM: Michael and Debora Cutrell

My wife was born and has lived her entire life in City of Wyandotte, Michigan and I have been a resident for over thirty-one years. We live at 1752 12th Street.

Since our basement flooded on August 11, 2014, we have been contacted by two Law Firms wanting to represent us as well as our neighbors. I hesitate to sue our City for our damages and loss because it would be like suing ourselves, since we are residents of the City.

My wife and I are retired, also disabled and on a fixed income. We did not have Sewage Backup Insurance and this has been a burden mentally, physically as well as financially. Since FEMA only covers basements that are used as living and office spaces, we are eliminated from receiving help from FEMA, leaving us with no help for the damages and personal property that was lost. We lost over Four Thousand Dollars and we have a lot left to clean, repair and replace. Since we are not seeking to bring a law suit or to join in any Class Action Law Suit against the City of Wyandotte I am asking the City of Wyandotte to pay what my wife and I lost due to this flooding, if the funding is available now or in the future. If the City is required to pay any monies to residents due to the Law Suits filed, please consider our claim as well as any other Resident that did not file a Law Suit against the City of Wyandotte. A Notice of Claim Form was filled out and mailed to Gary Ellison, DPS Superintendent.

Thank you for your consideration regarding our claim.

Michael Cutrell

Michael Cutrell

Debora Cutrell

Debora Cutrell

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

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MEETING DATE: September 15, 2014

AGENDA ITEM #

ITEM: Appointment to the Beautification Commission

PRESENTER: Mayor Joseph R. Peterson

INDIVIDUALS IN ATTENDANCE: n/a

BACKGROUND: Due to the resignation of Denise Donlon , I am requesting that the City appoint Kenneth Bearden to fill the unexpired term. Term to expire April 2016.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution to concur with the Mayor's request to appoint Kenneth Bearden to the Beautification Commission.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

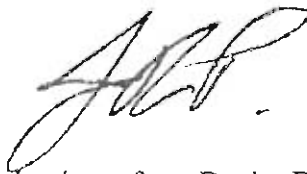
IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: n/a

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Resignation letter from Denise Donlon and application from Kenneth Bearden

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 15, 2014

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby ACCEPTS the resignation of Denise Donlon from the Beautification Commission and thanks Ms. Donlon for her service; and

BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Kenneth Bearden of 414 Maple, Wyandotte, MI 48192 to the Beautification Commission. Term to expire April 2016.

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	_____

From: [John Darin](#)
To: [Julie Sadlowski](#)
Cc: [John Darin](#)
Subject: Fwd: Wyandotte Beautification Commission
Date: Monday, April 07, 2014 1:19:56 PM

Hi, Julie:

Please forward this message from Denise Donlon on to Mayor Peterson, with our regrets. He will need to fill this vacancy at his earliest convenience. Thanks, and take care.

John

----- Forwarded message -----
From: **Donlon, Denise** <denised@rad.hfh.edu>
Date: Mon, Apr 7, 2014 at 7:42 AM
Subject: Wyandotte Beautification Commission
To: "jdarin@wyan.org" <jdarin@wyan.org>

April 7, 2014

Dear John and Members of the Wyandotte Beautification Commission,

It is with regret that I am writing to inform you of my decision to resign my position on the Wyandotte Beautification Commission, effective immediately.

My other commitments have become too great for me to be able to fulfill the requirements of my position on the Commission and I feel it is best for me to make room for someone with the time and energy to devote to the job. It was a great honor to be a part of this group. I am proud of my time with all of you. I still would like a Community Garden plot and will help when time allows with clean-up and planting.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to ask.

Warmest regards,

Denise Donlon

COMMISSIONER RESUME/ APPLICATION FORM

Print Form

NAME Kenneth Bearden AGE 45
ADDRESS 414 Maple PHONE 734-283-2072 (cell)
RESIDENT OF WYANDOTTE FOR 17 YEARS.
SPOUSE'S NAME Rebecca Bearden
CHILDREN'S NAME AND AGE Alexander (15) and Maxwell (14)

EMPLOYMENT: COMPANY NAME Detroit Medical Center PHONE 734-283-2072 (cell)
YOUR TITLE Corporate Marketing Director YEARS OF SERVICE 9

EDUCATION:

ELEMENTARY SCHOOL Hedke Elementary School (Trenton)

HIGH SCHOOL Trenton High School

COLLEGE Central Michigan University

WHICH COMMISSION(S) ARE YOU INTERESTED IN SERVING ON?

Beautification Commission

LIST ANY SPECIAL LICENSES OR CERTIFICATES YOU MAY HAVE THAT WOULD HELP YOU IN THIS POSITION.

LIST ANY ASSOCIATION(S) YOU MAY BE AFFILIATED WITH:

Roosevelt High Swim Team Boosters, Roosevelt High Rowing Team Parents Org, Wyandotte Boat Club (member)

HOBBIES: Gardening, Cycling, Film History

COMMENTS: As a supporter of the Community Garden program and the Farm Market program, I am especially interested in discovering areas where the Beautification Committee can cross-promote and develop, such as the Library, Local Animal Shelters, Third Friday, and more. I hope you will consider and approve my application. Thanks!

DATE SUBMITTED: 09/11/2014

SIGNATURE

Kenneth A. Bearden

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 15, 2014

AGENDA ITEM # 4

ITEM: SMART 2015FY Municipal and Community Credit Contract

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: Justin N. Lanagan

BACKGROUND: This is a SMART contract agreement for our 36th year of SMART funding for our transportation programs. For the fiscal year 2015, we are receiving \$63,898 from SMART. These funds are used to insure our Senior Bus and Van, subsidize the Taxi Token Programs, and for any necessary maintenance repairs for the two vehicles.

STRATEGIC PLAN/GOALS: To continue to provide the finest services and quality of life through the continued operation of our Senior Transportation programs.

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the FY2015 Municipal and Community Credit contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-750-850-550 will be fully funded through the Municipal and Community credits allocated by SMART (\$63,898).

IMPLEMENTATION PLAN: The signed contract will be returned to SMART.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *SDysdal*

LEGAL COUNSEL'S RECOMMENDATION: Approved by Department of Legal Affairs

MAYOR'S RECOMMENDATION: *ALT*

LIST OF ATTACHMENTS: SMART FY2015 Municipal and Community Credit Contract, Exhibits A and B, and the EEO Report.

RESOLUTION:

Wyandotte, Michigan
Date: September 15, 2014

RESOLUTION by Councilman _____

Resolved by the City Council that Council hereby authorizes the Mayor and City Clerk to sign the SMART Municipal and Community Credit Contract for FY15 as submitted by the Superintendent of Recreation.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT

for FY - 2015

I, Joseph R. Peterson as the Mayor of the **City of Wyandotte** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$25,460** in **Municipal Credit** funds as follows:

- | | | |
|-----|--|----------------------------------|
| (a) | Transfer to _____
<small>TRANSFEREE COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>25,460</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |

Total \$ 25,460

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2016; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$38,438** in **Community Credit** funds available as follows:

- | | | |
|-----|--|----------------------------------|
| (a) | Transfer to _____
<small>TRANSFEREE COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>38,438</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases | At the cost of: \$ _____ |

Total \$38,438

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2015

Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2015, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2017 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

CITY OF WYANDOTTE

By: _____ Mayor

Date _____

Its: _____ City Clerk

Suburban Mobility Authority for
Regional Transportation

Date _____

By: _____

John C. Hertel
General Manager

Reviewed & Approved by
Bill Look as to form on

William R. Look

EXHIBIT "A"

I. MUNICIPAL BUS/VAN PROGRAM – SENIOR CITIZENS AND SPECIAL POPULATIONS

Service Description:	The City of Wyandotte owns and operates a SMART Bus and a SMART Van that are used to transport senior citizens and special populations to doctor, school, hospital appointments, shopping, etc.
Service Area:	Within the City of Wyandotte and surrounding neighboring cities, if possible.
Service Hours:	This service runs between 8 am and 4 pm. All requests for transportation are made on an appointment basis depending on the availability of the vehicle.
Eligible User Group:	Wyandotte Senior Citizens 60 years of age and older and handicapped individuals
Fare Structure:	\$1 each way
Service Level:	Trips are scheduled as needed. Requests are made to the Tele-Care/Senior Van Office at least 48 hours in advance.
Service Mode:	12 Passenger S.M.A.R.T. Bus 8 Passenger S.M.A.R.T. Van

II. TAXI TOKEN SERVICE

Definition:	City of Wyandotte will provide a taxi service for qualified individuals, using a local transportation company.
Service Area:	Limited Area - Wayne County
Service Hours:	7 days per week - 24 hours per day
Eligible User Group:	Resident Senior Citizens 60 & Over And residents with disabilities
Fare Structure:	\$3.50 per token – 50% funded by SMART 50% paid by rider (\$1.75 per token) Minimum purchase 10 tokens per month Maximum purchase 40 tokens per month
Service Level:	Seniors must provide proof of age. Persons with disabilities must provide documentation from their doctor.
Service Mode:	Trinity Transportation

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2015

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Wyandotte

Contract Period: July 1, 2014 - June 30, 2015

Account No: 48138

OPERATING EXPENSES:

Administrative Fee (10% max. of MC & CC funds)	\$6,390.00
Driver Wages	\$22,852.94
Fringe Benefits	
Gasoline & Lubricants	\$8,815.02
Vehicle Insurance	\$12,000.00
Parts, Maintenance Supplies	\$2,689.84
Mechanic Wages	
Fringe Benefits	
Dispatch Wages	\$2,040.00
Other (Specify)	

Sub-Total (Operating Expenses) \$54,787.80

PURCHASED SERVICE:

Taxi Service	\$36,561.00
Charter Service	
SMART Bus Tickets	
SMART Shuttle Service	
SMART Dial-A-Ride	
Other (Specify)	

Sub-Total (Purchased Service) \$36,561.00

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	
Software	
Vehicle	
Maintenance Equipment	
Other (Specify)	

Sub-Total (Capital Equipment) \$91,348.80

TOTAL EXPENSES

(Operating Expenses, Purchased Service,
and Capital Equipment): \$91,348.80

\$91,348.80

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2015

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>25,460</u>
Community Credit Funds	<u>38,438</u>
Specialized Services Funds	<u> </u>
General Funds	<u>\$1,306.30</u>
Farebox Revenue	<u>\$26,144.50</u>
In-Kind Service	<u> </u>
Special Fares (Contracted Service)	<u> </u>
Other (Specify)	<u> </u>

TOTAL REVENUE: \$91,348.80

(Note: TOTAL EXPENSES must equal TOTAL REVENUE)

Equal Employment Opportunity Compliance Report A

Bid / Project Name

Name of Firm

City of Wyandotte Recreation Department

Employer I.D.

Number

Address

3131 Third Street

City

Wyandotte

State

MI

Zip

48192

☐ Independent firm, or

☐ Owned / controlled by:

Corporate address of parent

or affiliated company:

Indicate the appropriate

☐ Consolidated Report☐ Single Establishment Employer Report

box for your reporting unit

☐ Headquarters Unit Report

☐ Individual Establishment Report (Submit one for each establishment)

(Mark only one box):

☐ Special Report

for each establishment)

Business Data

What is the major activity of this establishment (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance)?

Transportation Programs

Include the specific type of product or type of service provided, as well as the principal business or industrial activity:

City Government

Have all subcontractors been informed of their responsibility to file

☐ Yes

EEO Compliance Report A7

☐ No

Is an Affirmative Action Plan on file with SMART's Office of Contract Compliance?

☐ Yes

If no, plan will be

An Affirmative Action F

☐ No

submitted by (indicate date):

An Affirmative Action Plan is on file with the following governmental agencies. Please list:

Employment Data

Employment at this establishment - Report all permanent, temporary, or part time employees including apprentices and on-the-job trainees. Enter the appropriate figures on ALL lines and in ALL columns. Blank spaces will be considered as zero.

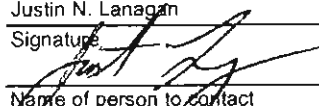
[illegible]

Employment Data (continued)

Employment at this establishment-Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures.

Job Categories	Current Workforce					Under-utilization		Estimated Number of Vacancies	20____ Goals				Ultimate Goals			
	No. of Employees	Minority		Female		Min.	Fem.		Minority		Female		Minority		Female	
		#	%	#	%				#	%	#	%	Year	%	Year	%
Officials/Managers																
Professionals	1															
Technicians																
Sales Workers																
Office and Clerical Staff	4			4	100											
Craftsmen (Skilled)																
Operators (Semi. Skilled)																
Laborers (Unskilled)	1															
Service Workers	3	1	33	1	33											
Journey Workers																
Apprentices																
Total	9	1	33	5	56											

Certification

Name of authorized official	Justin N. Lanagan		Title	Superintendent of Recreation	
Signature			Date	9/9/14	
Name of person to contact regarding this report	Same		Title		
Address			City		
(number and street)	3131 Third St.		Wyandotte		
State	Zip Code	Area	Telephone	Ext.	
Michigan	48192	Code 734	Number 324-7294		

How was information as to race or ethnic group obtained? ☒ Visual Survey ☐ Employment Records

Do not write below this line. For SMART Only.

Date	Awardable		Signature	Comments
	Yes	No		

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(5)

MEETING DATE: September 15, 2014

AGENDA ITEM #

ITEM: Ambulance Service (EMS) - Billing Rates

PRESENTER: Todd A. Drysdale, City Administrator and Jeffrey Carley, Fire Chief *T. Drysdale*

INDIVIDUALS IN ATTENDANCE: N/A *Jeffrey Carley*

BACKGROUND: The City provides emergency medical service (EMS) and other emergency rescue services via the Fire Department. The City is allowed to bill the users of this service and has used the Accumed Group to bill these services since 1992. The City routinely reviews the rates that we are charging and have identified the following changes should be implemented:

1. Revise mileage rate from \$11.00 to \$13.50 per mile
2. Revise fee for treatment with no transport from \$100 to \$400

The Fire Chief is in concurrence with this recommendation.

STRATEGIC PLAN/GOALS: To excel financially and to be financially responsible.

ACTION REQUESTED: Approve the revised billing rates for mileage and treatment with no transport.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue from ambulance and fire service is budgeted in 101-000-610-010 (EMS) and 101-000-610-011 (Motor Vehicle Accident Response).

IMPLEMENTATION PLAN: The Accumed Group will be notified of the change in rates and current practices will continue to be followed.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS

1. City of Wyandotte 2013 and Mid-Year 2014 Account Review and Performance

MODEL RESOLUTION:

Resolved by the City Council that Council hereby Concurs in the recommendation of the City Administrator and Fire Chief and hereby approves the following changes in fees charged for Emergency Medical Service:


1. Increase mileage rate from \$11.00 to \$13.50 per mile
2. Increase for treatment with no transport from \$100 to \$400

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 15, 2014

AGENDA ITEM # 

ITEM: 2014 Refunding Bonds (Limited Tax General Obligation) – Not to Exceed \$6,750,000

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In August of 2006, the City of Wyandotte issued the 2006 Capital Improvement Bonds (Limited Tax General Obligation) for the purpose of paying the costs of renovating and improving the Benjamin F. Yack Arena and for the costs associated with acquiring, constructing, furnishing, and equipping the new facility that houses the 27th District Court and Police Department. In conjunction with the City's Bond Financial Advisor, Bendzinski & Company, it has been identified that the City can realize a financial benefit by refunding these bonds and issuing new debt at a lower borrowing cost. All costs associated with this refunding will be included in the new bond issue.

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: The undersigned recommends approval of attached resolution. The Mayor and City Clerk should be authorized to sign the attached document.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Savings of approximately \$31,000 annually over the next twelve (12) years of the debt service by refunding the 2006 bonds and issuing new debt for an estimated cumulative savings of \$368,000. Savings will be realized in the Debt Service Fund and will positively impact the charter-authorized debt levy.

IMPLEMENTATION PLAN: The City Administrator will coordinate the transaction with the City's Bond Financial Advisor and Bond Counsel.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Miller Canfield will represent the City in this transaction (see attached Engagement Letter).

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

1. Analysis of Potential Savings (see page 4)
2. Engagement Letter – Miller Canfield
3. Letter from Miller Canfield relative to Resolution

MODEL RESOLUTION:

**RESOLUTION AUTHORIZING ISSUANCE OF
2014 REFUNDING BONDS
(LIMITED TAX GENERAL OBLIGATION)**

CITY OF WYANDOTTE
County of Wayne, State of Michigan

Minutes of a regular meeting of the City Council of the City of Wyandotte, County of Wayne, Michigan, held in the City Hall, on the 15th day of September, 2014 at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____
and supported by Member _____.

WHEREAS, the City of Wyandotte, County of Wayne, State of Michigan (the "City"), has previously issued its 2006 Capital Improvement Bonds (Limited Tax General Obligation), dated as of August 1, 2006, for the purpose of paying the costs of renovating and improving the Benjamin F. Yack Arena, paying the costs of acquiring, constructing, furnishing and equipping a new district court facility, including demolition, parking and site improvements, and paying the costs of acquiring, constructing, furnishing and equipping renovations and improvements to the existing police and district court facility, including all site improvements and related appurtenances and attachments (the "Prior Bonds"); and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the City to refund or advance refund all or any part of its outstanding securities; and

WHEREAS, the City has been advised that it may be able to accomplish a net savings of debt service costs by refunding the Prior Bonds through the issuance of refunding bonds by the City; and

WHEREAS, the City desires to issue refunding bonds pursuant to Act 34, in an aggregate principal amount of not to exceed Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000) for the purpose of paying all or part of the cost of refunding the Prior Bonds in order to achieve interest cost savings for the benefit of the City and its taxpayers and ratepayers; and

WHEREAS, the City has received a proposal from Fifth Third Securities, Inc. (the "Underwriter") to purchase the Bonds pursuant to a negotiated sale.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Details. Bonds of the City shall be issued in the aggregate principal amount of not to exceed Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000), as finally determined upon sale thereof, to be designated 2014 REFUNDING BONDS

(LIMITED TAX GENERAL OBLIGATION) (the "Bonds"), for the purpose of paying the cost of refunding all or a portion of the Prior Bonds and issuance costs of the Bonds.

The Bonds shall consist of bonds registered as to principal and interest of the denomination of \$5,000 or multiples of \$5,000 not exceeding for each maturity the aggregate principal amount of such maturity, dated as the date of delivery, or such other date as determined by the Mayor, Administrator or Treasurer (each, an "Authorized Officer"), numbered as determined by the Transfer Agent (hereinafter defined), and maturing or subject to mandatory redemption on May 1st in the years 2015 to 2026, inclusive, or such other dates as shall be determined at the time of sale and in the amounts as determined by an Authorized Officer. The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in any event not exceeding 6.00% per annum, payable on May 1, 2015 (or such other date as determined at the time of sale thereof), and semi-annually thereafter by check or draft mailed by the Transfer Agent to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by an Authorized Officer (the "Transfer Agent"). The Bonds may be subject to optional or mandatory redemption prior to maturity as determined at the time of sale.

2. Execution of Bonds; Book-Entry Only Form. The Bonds shall be signed by the facsimile signatures of the Mayor and the City Clerk and shall have the facsimile seal of the City printed on the Bonds. No Bond shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the City Treasurer upon payment of the purchase price for the Bonds in accordance with the offer therefor when accepted. Executed blank certificates for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

The Bonds may be issued in book entry only form through the Depository Trust Company in New York, New York ("DTC") and the Authorized Officers are authorized to execute such custodial or other agreements with DTC as may be necessary to accomplish the issuance of the Bonds in book entry only form and to make such change in the Bond Form within the parameters of this Resolution as may be required to accomplish the foregoing.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon

surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year. The City Treasurer is authorized and directed to open a separate fund with a bank or trust company designated by the City Council to be known as the 2014 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay the principal of and interest on the Bonds when due, shall be deposited in trust, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Issuance Fund; Escrow Account; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate depository account with a bank or trust company or establish a separate account on the books of the City, to be designated 2014 REFUNDING BONDS ISSUANCE FUND (the "Issuance Fund") and deposit into the Issuance Fund a portion of the proceeds of the Bonds sufficient to pay the costs of issuance of the Bonds. The moneys in the Issuance Fund shall be used solely to pay the costs of issuance of the Bonds. Any amounts remaining in the Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds, together with other available funds of the City, if any, shall be deposited in an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of or interest on which are fully secured by the foregoing not redeemable at the option of the City in amounts fully sufficient to pay the principal of and interest on the Refunded Bonds as set forth in the Sale Order. The Escrow Fund shall be held by an escrow agent (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call for redemption the Refunded Bonds, including publication and mailing of redemption notices, on any call date, as specified by the City. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of, interest and redemption premium, if any, on the Refunded Bonds as they become due pursuant to maturity or the call for redemption required by this

paragraph. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Prior Bonds shall be transferred to the Debt Retirement Fund for the Bonds. Each of the Authorized Officers is hereby authorized to select and appoint a bank or trust company qualified to serve as Escrow Agent and to negotiate the terms of and execute and deliver an Escrow Agreement on behalf of the City. Each Authorized Officer is authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform to the final terms of the Bonds established by the Sale Order:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE

CITY OF WYANDOTTE

2014 REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	May 1, 20__	_____, 2014	

Registered Owner:

Principal Amount: _____ Dollars

The City of Wyandotte, County of Wayne, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360 day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, payable on May 1, 2015 and semiannually thereafter. Principal of this bond is payable upon presentation and surrender of this bond at the designated corporate trust office of _____, Michigan, or such other transfer agent as the City may hereafter designate (the "Transfer Agent") by notice mailed to the registered owner not less than sixty (60) days prior to an interest payment date. Interest on this bond is payable to the person or entity which is the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent, by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

This bond is one of a series of bonds aggregating in the principal sum of \$ _____, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose of paying all or part of the cost of refunding a prior bond issue of the City.

Bonds maturing in the years 201__ to 20___, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after October 1, 20___, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for

redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing. Upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing and upon the payment of the charges, if any, prescribed in the resolution authorizing this bond, a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond. Neither the City nor the Transfer Agent shall be required to transfer or exchange this bond or portion of this bond either during the period of fifteen (15) days immediately preceding the date of the mailing of any notice of redemption or (except as to the unredeemed portion, if any, of this bond) after this bond or any portion of this bond has been selected for redemption.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Wyandotte, County of Wayne, State of Michigan, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF WYANDOTTE
County of Wayne
State of Michigan

By: _____
Its Mayor

(SEAL)

By: _____
Its City Clerk

7. Negotiated Sale. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale, and pursuant to the requirements of Act 34, based on the advice of its financial advisor, determines that a negotiated sale of the Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjusting terms for the Bonds.

8. Bond Purchase Agreement; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each hereby authorized to negotiate the sale of the Bonds with the Underwriter, negotiate and execute a Bond Purchase Agreement, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

9. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the forgoing is each authorized to exercise the authority and make the determinations pursuant to Sections 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by this resolution; *provided* that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Bonds shall not exceed six percent (6.00%) per annum, the Bonds shall be sold at a price not less than 98.00% of their par value, the underwriter's discount shall not exceed 0.60% of the par amount of the Bonds and the refunding of the Prior Bonds shall result in present value savings to the City.

10. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on each issue of the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to Section 265(b)(3) of the Code.

11. Continuing Disclosure Undertaking. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of the Underwriter and other parties and potential parties to the issuance of the Bonds.

13. Financial Advisor. Bendzinski & Co. Municipal Finance Advisors, is retained as the registered municipal advisor to the City in connection with the issuance of the Bonds.

14. Authorization of Other Actions. The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) approve the circulation of a final official statement describing the Bonds and to execute the same on behalf of the City; (c) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the

provisions of this Resolution be and the same hereby are rescinded.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTAIN: _____

William R. Griggs
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Wyandotte, County of Wayne, State of Michigan, at a regular meeting held on September 15, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

William R. Griggs
City Clerk

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

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City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Refunding Summary

Dated 08/14/2014 | Delivered 08/14/2014

Sources Of Funds

Par Amount of Bonds.....	\$5,860,000.00
Reoffering Premium.....	535,691.80
Total Sources.....	\$6,395,691.80

Uses Of Funds

Total Underwriter's Discount (1.000%).....	58,600.00
Costs of Issuance.....	70,000.00
Gross Bond Insurance Premium (25.0 bp).....	18,158.68
Deposit to Net Cash Escrow Fund.....	6,244,428.61
Rounding Amount.....	4,504.51
Total Uses.....	\$6,395,691.80

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....	6/02/2014
Date of OMP Candidates.....	
Net Cash Escrow Fund Solution Method.....	Net Funded
Total Cost of Investments.....	\$6,244,428.61
Interest Earnings @ 0.060%.....	2,621.39
Total Draws.....	\$6,247,050.00

Issues Refunded And Call Dates

Series 2006.....	5/01/2015
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PV Analysis Summary (Net to Net)

Net FV Cashflow Savings @ 2.691%(AIC).....	315,202.85
Contingency or Rounding Amount.....	4,504.51
Net Present Value Benefit.....	\$319,707.36
Net PV Benefit / \$6,000,000 Refunded Principal.....	5.328%

Bond Statistics

Average Life.....	6.132 Years
Average Coupon.....	3.9057554%
Net Interest Cost (NIC).....	2.5780437%
Bond Yield for Arbitrage Purposes.....	2.3161406%
True Interest Cost (TIC).....	2.4328308%
All Inclusive Cost (AIC).....	2.6909832%

Series 2014 - BQ | SINGLE PURPOSE | 6/3/2014 | 9:52 AM

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Pricing Summary

Maturity	Type	Maturity Value	Coupon	Yield	Yield to Call?	Price	Dollar Price	CUSIP
05/01/2015	Serial	60,000.00	3.000%	0.550%	No	101.742%	61,045.20	
05/01/2016	Serial	700,000.00	3.000%	0.690%	No	103.928%	727,496.00	
05/01/2017	Serial	790,000.00	3.000%	0.970%	No	105.423%	832,841.70	
05/01/2018	Serial	785,000.00	4.000%	1.310%	No	109.718%	861,286.30	
05/01/2019	Serial	385,000.00	4.000%	1.650%	No	110.613%	425,860.05	
05/01/2020	Serial	380,000.00	4.000%	1.910%	No	111.260%	422,788.00	
05/01/2021	Serial	380,000.00	4.000%	2.170%	No	111.373%	423,217.40	
05/01/2022	Serial	480,000.00	4.000%	2.370%	No	111.426%	534,844.80	
05/01/2023	Serial	480,000.00	4.000%	2.550%	No	111.262%	534,057.60	
05/01/2024	Serial	475,000.00	4.000%	2.660%	No	111.401%	529,154.75	
05/01/2025	Serial	475,000.00	4.000%	2.820%	No	110.842%	526,499.50	
05/01/2026	Serial	470,000.00	4.000%	2.990%	No	109.915%	516,600.50	
Total	-	\$5,860,000.00	-	-	-	-	\$6,395,691.80	-

Bid Information

Par Amount of Bonds.....	\$5,860,000.00
Reoffering Premium or (Discount).....	535,691.80
Gross Production.....	\$6,395,691.80
Total Underwriter's Discount (1.000%).....	\$(58,600.00)
Bid (108.141%).....	6,337,091.80
Total Purchase Price.....	\$6,337,091.80
Bond Year Dollars.....	\$35,933.39
Average Life.....	6.132 Years
Average Coupon.....	3.9057554%
Net Interest Cost (NIC).....	2.5780437%
True Interest Cost (TIC).....	2.4328308%
All Inclusive Cost (AIC).....	2.6909832%

Series 2014 - BQ | SINGLE PURPOSE | 6/3/2014 | 9:52 AM

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/14/2014	-	-	-	-	-
11/01/2014	-	-	46,820.28	46,820.28	-
05/01/2015	60,000.00	3.000%	109,450.00	169,450.00	216,270.28
11/01/2015	-	-	108,550.00	108,550.00	-
05/01/2016	700,000.00	3.000%	108,550.00	808,550.00	917,100.00
11/01/2016	-	-	98,050.00	98,050.00	-
05/01/2017	790,000.00	3.000%	98,050.00	888,050.00	986,100.00
11/01/2017	-	-	86,200.00	86,200.00	-
05/01/2018	785,000.00	4.000%	86,200.00	871,200.00	957,400.00
11/01/2018	-	-	70,500.00	70,500.00	-
05/01/2019	385,000.00	4.000%	70,500.00	455,500.00	526,000.00
11/01/2019	-	-	62,800.00	62,800.00	-
05/01/2020	380,000.00	4.000%	62,800.00	442,800.00	505,600.00
11/01/2020	-	-	55,200.00	55,200.00	-
05/01/2021	380,000.00	4.000%	55,200.00	435,200.00	490,400.00
11/01/2021	-	-	47,600.00	47,600.00	-
05/01/2022	480,000.00	4.000%	47,600.00	527,600.00	575,200.00
11/01/2022	-	-	38,000.00	38,000.00	-
05/01/2023	480,000.00	4.000%	38,000.00	518,000.00	556,000.00
11/01/2023	-	-	28,400.00	28,400.00	-
05/01/2024	475,000.00	4.000%	28,400.00	503,400.00	531,800.00
11/01/2024	-	-	18,900.00	18,900.00	-
05/01/2025	475,000.00	4.000%	18,900.00	493,900.00	512,800.00
11/01/2025	-	-	9,400.00	9,400.00	-
05/01/2026	470,000.00	4.000%	9,400.00	479,400.00	488,800.00
Total	\$5,860,000.00	-	\$1,403,470.28	\$7,263,470.28	-

Yield Statistics

Bond Year Dollars.....	\$35,933.39
Average Life.....	6.132 Years
Average Coupon.....	3.9057554%
Net Interest Cost (NIC).....	2.5780437%
True Interest Cost (TIC).....	2.4328308%
Bond Yield for Arbitrage Purposes.....	2.3161406%
All Inclusive Cost (AIC).....	2.6909832%

IRS Form 8038

Net Interest Cost.....	2.1899273%
Weighted Average Maturity.....	6.196 Years

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings	Fiscal Total
08/14/2014	-	-	-	-	-	-
11/01/2014	46,820.28	12,000.00	58,820.28	135,525.00	76,704.72	-
05/01/2015	169,450.00	612,000.00	781,450.00	735,525.00	(45,925.00)	30,779.72
11/01/2015	108,550.00	-	108,550.00	123,525.00	14,975.00	-
05/01/2016	808,550.00	-	808,550.00	823,525.00	14,975.00	29,950.00
11/01/2016	98,050.00	-	98,050.00	109,525.00	11,475.00	-
05/01/2017	888,050.00	-	888,050.00	909,525.00	21,475.00	32,950.00
11/01/2017	86,200.00	-	86,200.00	93,525.00	7,325.00	-
05/01/2018	871,200.00	-	871,200.00	893,525.00	22,325.00	29,650.00
11/01/2018	70,500.00	-	70,500.00	77,325.00	6,825.00	-
05/01/2019	455,500.00	-	455,500.00	477,325.00	21,825.00	28,650.00
11/01/2019	62,800.00	-	62,800.00	69,125.00	6,325.00	-
05/01/2020	442,800.00	-	442,800.00	469,125.00	26,325.00	32,650.00
11/01/2020	55,200.00	-	55,200.00	60,925.00	5,725.00	-
05/01/2021	435,200.00	-	435,200.00	460,925.00	25,725.00	31,450.00
11/01/2021	47,600.00	-	47,600.00	52,625.00	5,025.00	-
05/01/2022	527,600.00	-	527,600.00	552,625.00	25,025.00	30,050.00
11/01/2022	38,000.00	-	38,000.00	42,250.00	4,250.00	-
05/01/2023	518,000.00	-	518,000.00	542,250.00	24,250.00	28,500.00
11/01/2023	28,400.00	-	28,400.00	31,750.00	3,350.00	-
05/01/2024	503,400.00	-	503,400.00	531,750.00	28,350.00	31,700.00
11/01/2024	18,900.00	-	18,900.00	21,250.00	2,350.00	-
05/01/2025	493,900.00	-	493,900.00	521,250.00	27,350.00	29,700.00
11/01/2025	9,400.00	-	9,400.00	10,625.00	1,225.00	-
05/01/2026	479,400.00	-	479,400.00	510,625.00	31,225.00	32,450.00
Total	\$7,263,470.28	\$624,000.00	\$7,887,470.28	\$8,255,950.00	\$368,479.72	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	315,202.85
Net PV Cashflow Savings @ 2.691%(AIC).....	315,202.85
Contingency or Rounding Amount.....	4,504.51
Net Present Value Benefit.....	\$319,707.36
Net PV Benefit / \$6,000,000 Refunded Principal.....	5.328%
Average Annual Cash Flow Savings.....	30,706.64

Refunding Bond Information

Refunding Dated Date.....	8/14/2014
Refunding Delivery Date.....	8/14/2014

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City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Proof Of Bond Yield @ 2.3161406%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/14/2014	-	1.0000000x	-	-
11/01/2014	46,820.28	0.9950866x	46,590.23	46,590.23
05/01/2015	169,450.00	0.9836947x	166,687.07	213,277.31
11/01/2015	108,550.00	0.9724333x	105,557.63	318,834.94
05/01/2016	808,550.00	0.9613007x	777,259.71	1,096,094.64
11/01/2016	98,050.00	0.9502956x	93,176.49	1,189,271.13
05/01/2017	888,050.00	0.9394165x	834,248.86	2,023,519.99
11/01/2017	86,200.00	0.9286620x	80,050.66	2,103,570.65
05/01/2018	871,200.00	0.9180305x	799,788.21	2,903,358.86
11/01/2018	70,500.00	0.9075208x	63,980.22	2,967,339.07
05/01/2019	455,500.00	0.8971314x	408,643.35	3,375,982.43
11/01/2019	62,800.00	0.8868609x	55,694.87	3,431,677.29
05/01/2020	442,800.00	0.8767080x	388,206.32	3,819,883.61
11/01/2020	55,200.00	0.8666714x	47,840.26	3,867,723.87
05/01/2021	435,200.00	0.8567496x	372,857.43	4,240,581.29
11/01/2021	47,600.00	0.8469414x	40,314.41	4,280,895.71
05/01/2022	527,600.00	0.8372455x	441,730.74	4,722,626.45
11/01/2022	38,000.00	0.8276606x	31,451.10	4,754,077.55
05/01/2023	518,000.00	0.8181855x	423,820.08	5,177,897.63
11/01/2023	28,400.00	0.8088188x	22,970.45	5,200,868.08
05/01/2024	503,400.00	0.7995593x	402,498.17	5,603,366.25
11/01/2024	18,900.00	0.7904059x	14,938.67	5,618,304.92
05/01/2025	493,900.00	0.7813572x	385,912.32	6,004,217.25
11/01/2025	9,400.00	0.7724121x	7,260.67	6,011,477.92
05/01/2026	479,400.00	0.7635695x	366,055.20	6,377,533.12
Total	\$7,263,470.28	-	\$6,377,533.12	-

Derivation Of Target Amount

Par Amount of Bonds.....	\$5,860,000.00
Reoffering Premium or (Discount).....	535,691.80
Bond Insurance Premium..... (25.0 bp).....	(18,158.68)
Original Issue Proceeds.....	\$6,377,533.12

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Price	Issuance Price	Exponent	Bond Years
08/14/2014	-	-	-	-	-
05/01/2015	60,000.00	101.742%	61,045.20	0.7138889x	43,579.49
05/01/2016	700,000.00	103.928%	727,496.00	1.7138889x	1,246,847.31
05/01/2017	790,000.00	105.423%	832,841.70	2.7138889x	2,260,239.84
05/01/2018	785,000.00	109.718%	861,286.30	3.7138889x	3,198,721.62
05/01/2019	385,000.00	110.613%	425,860.05	4.7138889x	2,007,456.96
05/01/2020	380,000.00	111.260%	422,788.00	5.7138889x	2,415,763.66
05/01/2021	380,000.00	111.373%	423,217.40	6.7138889x	2,841,434.60
05/01/2022	480,000.00	111.426%	534,844.80	7.7138889x	4,125,733.36
05/01/2023	480,000.00	111.262%	534,057.60	8.7138889x	4,653,718.59
05/01/2024	475,000.00	111.401%	529,154.75	9.7138889x	5,140,150.45
05/01/2025	475,000.00	110.842%	526,499.50	10.7138889x	5,640,857.14
05/01/2026	470,000.00	109.915%	516,600.50	11.7138889x	6,051,400.86
Total	\$5,860,000.00	-	\$6,395,691.80	-	\$39,625,903.86

IRS Form 8038

Weighted Average Maturity = Bond Years/Issue Price.....	6.196 Years
Total Interest from Debt Service.....	1,403,470.28
Reoffering (Premium) or Discount.....	(535,691.80)
Total Interest.....	867,778.48
NIC = Interest / (Issue Price * Average Maturity).....	2.1899273%
Bond Yield for Arbitrage Purposes.....	2.3161406%

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 8/01/2006 Delivered 8/01/2006							
Series 2006	05/01/2016	Serial	Coupon	4.000%	700,000	05/01/2015	100.000%
Series 2006	05/01/2017	Serial	Coupon	4.000%	800,000	05/01/2015	100.000%
Series 2006	05/01/2018	Serial	Coupon	4.050%	800,000	05/01/2015	100.000%
Series 2006	05/01/2019	Serial	Coupon	4.100%	400,000	05/01/2015	100.000%
Series 2006	05/01/2020	Serial	Coupon	4.100%	400,000	05/01/2015	100.000%
Series 2006	05/01/2021	Term 1	Coupon	4.150%	400,000	05/01/2015	100.000%
Series 2006	05/01/2022	Term 1	Coupon	4.150%	500,000	05/01/2015	100.000%
Series 2006	05/01/2023	Term 2	Coupon	4.200%	500,000	05/01/2015	100.000%
Series 2006	05/01/2024	Term 2	Coupon	4.200%	500,000	05/01/2015	100.000%
Series 2006	05/01/2025	Term 3	Coupon	4.250%	500,000	05/01/2015	100.000%
Series 2006	05/01/2026	Term 3	Coupon	4.250%	500,000	05/01/2015	100.000%
Subtotal	-			-	\$6,000,000	-	-
Total	-			-	\$6,000,000	-	-

Series 2014 - BQ | SINGLE PURPOSE | 6/3/2014 | 9:53 AM

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S	Fiscal Total
11/01/2014	-	123,525.00	123,525.00	-	123,525.00	123,525.00	-
05/01/2015	6,000,000.00	123,525.00	6,123,525.00	-	123,525.00	123,525.00	247,050.00
11/01/2015	-	-	-	-	123,525.00	123,525.00	-
05/01/2016	-	-	-	700,000.00	123,525.00	823,525.00	947,050.00
11/01/2016	-	-	-	-	109,525.00	109,525.00	-
05/01/2017	-	-	-	800,000.00	109,525.00	909,525.00	1,019,050.00
11/01/2017	-	-	-	-	93,525.00	93,525.00	-
05/01/2018	-	-	-	800,000.00	93,525.00	893,525.00	987,050.00
11/01/2018	-	-	-	-	77,325.00	77,325.00	-
05/01/2019	-	-	-	400,000.00	77,325.00	477,325.00	554,650.00
11/01/2019	-	-	-	-	69,125.00	69,125.00	-
05/01/2020	-	-	-	400,000.00	69,125.00	469,125.00	538,250.00
11/01/2020	-	-	-	-	60,925.00	60,925.00	-
05/01/2021	-	-	-	400,000.00	60,925.00	460,925.00	521,850.00
11/01/2021	-	-	-	-	52,625.00	52,625.00	-
05/01/2022	-	-	-	500,000.00	52,625.00	552,625.00	605,250.00
11/01/2022	-	-	-	-	42,250.00	42,250.00	-
05/01/2023	-	-	-	500,000.00	42,250.00	542,250.00	584,500.00
11/01/2023	-	-	-	-	31,750.00	31,750.00	-
05/01/2024	-	-	-	500,000.00	31,750.00	531,750.00	563,500.00
11/01/2024	-	-	-	-	21,250.00	21,250.00	-
05/01/2025	-	-	-	500,000.00	21,250.00	521,250.00	542,500.00
11/01/2025	-	-	-	-	10,625.00	10,625.00	-
05/01/2026	-	-	-	500,000.00	10,625.00	510,625.00	521,250.00
Total	\$6,000,000.00	\$247,050.00	\$6,247,050.00	\$6,000,000.00	\$1,631,950.00	\$7,631,950.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	8/14/2014
Average Life.....	6.247 Years
Average Coupon.....	4.1652279%
Weighted Average Maturity (Par Basis).....	6.247 Years

Refunding Bond Information

Refunding Dated Date.....	8/14/2014
Refunding Delivery Date.....	8/14/2014

City of Wyandotte
County of Wayne, State of Michigan
2014 Refunding Bonds
(Limited Tax General Obligation)

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
08/14/2014	-	-	-	0.61	-	0.61
11/01/2014	123,520.00	0.020%	5.34	123,525.34	123,525.00	0.95
05/01/2015	6,120,908.00	0.060%	2,616.05	6,123,524.05	6,123,525.00	-
Total	\$6,244,428.00	-	\$2,621.39	\$6,247,050.00	\$6,247,050.00	-

Investment Parameters

Investment Model (PV, GIC, or Securities).....	Securities
Default investment yield target.....	Bond Yield
Cash Deposit.....	0.61
Cost of Investments Purchased with Bond Proceeds.....	6,244,428.00
Total Cost of Investments.....	\$6,244,428.61
Target Cost of Investments at bond yield.....	\$6,146,597.36
Actual positive or (negative) arbitrage.....	(97,831.25)
Yield to Receipt.....	0.0596265%
Yield for Arbitrage Purposes.....	2.3161406%
State and Local Government Series (SLGS) rates for.....	6/02/2014

Founded in 1852
by Sidney Davy Miller



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September 2, 2014

Mr. Todd A. Drysdale
City Administrator and Finance Director
City of Wyandotte
3200 Biddle Street
Suite 200
Wyandotte MI 48192

Re: City of Wyandotte, Michigan
2014 Refunding Bonds (Limited Tax General Obligation)

Dear Todd:

We are delighted to have the opportunity to serve the City of Wyandotte (the "City") as bond counsel in connection with the proposed issuance of refunding bonds (the "Bonds") to refinance the 2006 Capital Improvement Bonds previously issued by the City for various capital improvement projects. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel's Role

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However our representation of the City does not alter our

Mr. Todd A. Drysdale

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September 2, 2014

responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Consult with City officials and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials in the design of the bonding program and timing schedules.
2. Prepare all of the necessary resolutions, notices, agreements, and other documents necessary to authorize, issue and deliver the bonds. We also would assist the City in preparing applications to the Michigan Department of Treasury, if necessary, for approval to issue the bonds.
3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.
4. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.
5. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the excludability of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters. We understand that the City has separately engaged Bendzinski & Co. to serve as the City's registered municipal advisor for the Bonds.

Mr. Todd A. Drysdale

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September 2, 2014

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Because we are not the City's general counsel, our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Todd A. Drysdale

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September 2, 2014

client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

Fees

It is our understanding that the City is considering the issuance of a series of Limited Tax General Obligation Refunding Bonds in the approximate amount of \$6,500,000. It is expected the Bonds will be issued by the City as a negotiated sale with a public offering. Based on the terms, structure, size and schedule of financing, the time we anticipate devoting to the financing, and the responsibilities that we assume, our legal fee as bond counsel would be \$38,500, including all out-of-pocket expenses, including travel costs, document production, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements. Our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

We welcome this opportunity to be of service to the City and look forward to working with you again. If you have any questions regarding this letter, please give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Patrick F. McGow

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

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September 4, 2014

Via email and U.S. Mail

Mr. Todd A. Drysdale
City Administrator and Finance Director
City of Wyandotte
3200 Biddle Street
Suite 200
Wyandotte MI 48192

Re: Not to exceed \$6,750,000 City of Wyandotte, Michigan
2014 Refunding Bonds (Limited Tax General Obligation)

Dear Todd:

As we discussed, I have enclosed a Resolution Authorizing Issuance of 2014 Refunding Bonds to be considered for approval by the City Council at its meeting on Monday, September 15th. The Resolution authorizes the issuance of the Bonds in an amount not to exceed \$6,750,000 to refinance the City's outstanding 2006 Capital Improvement Bonds (Limited Tax General Obligation) which were originally issued for the purpose of paying the costs of renovating and improving the Benjamin F. Yack Arena, paying the costs of acquiring, constructing, furnishing and equipping the district court facility, including demolition, parking and site improvements, and paying the costs of acquiring, constructing, furnishing and equipping renovations and improvements to the former police and district court facility, including all site improvements and related appurtenances and attachments (the "Prior Bonds"). The City has the ability to achieve interest cost savings by issuing new refunding bonds to take advantage of lower interest rates in the bond market.

The Resolution has been prepared based on the bond specifications prepared by the City's financial advisor, Bendzinski & Co. The Resolution sets forth the terms of the Bonds, the form of Bonds, and provides for a negotiated sale of the Bonds to Fifth Third Securities, Inc. (the "Underwriter"). The Resolution also authorizes the City Administrator, Mayor and Treasurer to take the necessary actions to issue, sell and deliver the Bonds. There are a few blanks relating to dates in the Resolution in the form

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Todd A. Drysdale

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September 4, 2014

of bond that do not need to be completed prior to adoption. Those blanks will be completed in the final form of the bond once the final terms and details regarding sale and delivery of the Bonds have been finalized.

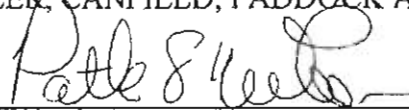
This Resolution will be the only action the City Council will take in connection with the issuance of the Bonds. The adoption of this Resolution will allow the City to be in a position to move forward quickly on the refunding.

I plan on attending the meeting to discuss the refunding. If you or any of the persons copied on this letter have any questions, please feel free to give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By:



Patrick F. McGow

Enclosure

cc: (w/encl)

Jon Wheatley

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

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CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7

MEETING DATE: September 15th 2014

AGENDA ITEM

ITEM: Wyandotte Music in the Parks Entertainment Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find a proposed contract for entertainment for the Music in the Park event scheduled for September 18th and 25th 2014. Please see the attached contract for The RHS Music Department.

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

ACTION REQUESTED: Adopt a resolution to concurring with the above recommendation and authorizing Mayor Joseph R. Peterson or William R. Griggs, City Clerk to sign the attached contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Donation from Waterside Concert Series Account

IMPLEMENTATION PLAN: Contracts to be signed by Mayor Joseph R. Peterson or William R. Griggs, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydahl*

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

MAYOR'S RECOMMENDATION *JRP*

LIST OF ATTACHMENTS: Contractual Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 15th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Special Events Coordinator in the following resolution.

A Resolution to APPROVE the entertainment contract as outlined in the provided communication dated September 15th, 2014, in the amount of a donation to be paid from the Waterside Concert Series Account. BE IT FURTHER RESOLVED that the Mayor and/or City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

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

Entertainment Agreement

An agreement made this 21 day of August, 2014 between the City of

Wyandotte and Wyandotte Vocal Music Department

Name of Musical Group: Wyandotte Academy Youth Choir, RHS A cappella Choir, ROVASI Chorale

Name of Contact Person: Kathleen M. Kane

Contact Address: kanek@wy.k12.mi.us

Phone Number: [REDACTED] 1-734-759-5235 Office

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: School

Music Style: Variety and Show

Number of Entertainers: Approx 100

It is mutually agreed between the parties that Wyandotte Public Schools Vocal Music Dept. (name of contact on the w-9 receiving the check) will furnish Hour and a half of music for the Wyandotte Music in the Parks on: Thursday, Sept 18 and 25th, 2014

The price for this engagement is Donation

Deposit: City agrees to reserve date with a 0. If no deposit is required, please specify here if not required no.

If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees.

This engagement will be held outside. The City of Wyandotte agrees to allow the vendor to market CD's during the performance within the entertainment area with 20 feet of the stage.

The undersigned agrees to abide by the City of Wyandotte Ordinance and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative
Date _____

Signature of City Representative
Date _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: September 15th 2014

AGENDA ITEM #

ITEM: Special Event Application – Love Wyandotte – Paint the Town Pink Events

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find an applications and information sheet map from the Love Wyandotte group for the event to be held September 27th, October 1st and October 10th 2014. The group is asking permission for the following items:

- a. Permission to utilize city sidewalks and property
- b. Permission to utilize Bishop Park

If there are any overtime costs for any city staff for said event, the Love Wyandotte group will be responsible for those fees. Any tents on the street/sidewalk or grassy area must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the Love Wyandotte, this includes any lights or decorations. All material must be cleaned up and removed after the event has taken place. This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the WBA add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and information sheets).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their events held September 27th, October 1st and October 10th 2014

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

J. Dunsdale

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

Special Event Applications and information sheets

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 15th 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the event held September 27th, October 1st and October 10th 2014

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: September 27, 2014 Times: 9:00am - 10:30am

Name of Applicant: Cheryl Washburn

Name of Business or Organization: Love Wyandotte

Type of legal entity of your business/organization: Non-profit 501C6

Name of individual authorized to sign documents on behalf of your business/organization: _____

Address: Peter Rose or Dianne Woodruff, 2836 Biddle Ave, Wyandotte

Email: dianne.woodruff@loveyandotte.org Cell Phone: (734) 365-1189

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: A walk along the sidewalks of business district

Estimated maximum number of persons expected at the event for each day: One day event

Is Alcohol going to be served or provided at this event: No Do you have a license: N/a

Do you need water hook up for this event? No

If you will need water hook up, please list where and what the water will be for: N/a

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. None

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte. ?

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

August 29, 2014

Heather Thiede
Special Events Coordinator
Dept of Recreation, Leisure & Culture
2624 Biddle Avenue
Wyandotte MI 48192

Ms. Thiede:

I am Cheryl Washburn and I am the event chairperson for the Paint the Town Pink 3rd Annual 3K Family Fun Run, Walk & Roll. As you may or may not know, Paint the Town Pink is a month long event that takes place in Wyandotte during the month of October. All of our events are run by volunteers of the community and all proceeds earned from our events are donated to the Yes Ma'am Program at Wyandotte's Henry Ford Health System. This program allows for free mammograms to those that may not be able to afford the cost of this very important screening.

Our kick-off event will be the Paint the Town Pink 3rd Annual 3K Family Fun Run, Walk & Roll and is scheduled for Saturday, September 27, 2014. Although we do not need any assistance from the city, no streets will need to be shut down for this event, I wanted to send notice so that your department and the city is aware of our intention for this family event.

The run/walk will begin at Silver Shores Waterfront, 1 James DeSana Drive, and participants will begin at 9:00 am. The route is as follows: West on James DeSana Drive, use the traffic signal to cross Biddle Avenue, continue South on Biddle Avenue using the sidewalks only, stroll through our beautiful downtown business district to the Wyandotte Clock Tower, use the traffic signal at Maple Street to cross East over Biddle Avenue, continue North on Biddle Avenue to James DeSana Drive and back to Silver Shores Waterfront where the run/walk will finish. We will have volunteers along the route to insure our participants use sidewalks and obey all signal crossings.

For the past 3 years, Love Wyandotte has been the host of this wonderful community event and is a 501C6, non-profit organization. Although I have completed & enclosed the Special Event Application, I assume that because our event does not require any city services or employees, that an application fee will not apply. However, if any fees are in fact required for this type of event, I ask that you and the council consider to waive the standard fees as we are a non-profit organization and this event is for charity.

Love Wyandotte's Paint the Town Pink team is looking forward to showcasing our beautiful city to all of our participants.

Sincerely,

Cheryl Washburn
Wyandotte Resident & Chairperson
Paint the Town Pink 3K Family Fun Run, Walk & Roll
1038 12th Street
Wyandotte MI 48192
(734)752-1744
cheryl@wyan.org

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: October 1, 2014 Times: 6 PM - 7 PM
Name of Applicant: Janelle Rose on Behalf of Paint The Town Pink Co
Name of Business or Organization: Love Wyandotte Independent Business Alliance
Type of legal entity of your business/organization: 510 c 6
Name of individual authorized to sign documents on behalf of your business/organization: Peter Rose
Address: 2904 Biddle; Wyandotte, MI 48192
Email: chelsea@wyan.org Cell Phone: 734-837-6602

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Clock Tower, Pergola
Estimated maximum number of persons expected at the event for each day: 50+ expected
Is Alcohol going to be served or provided at this event: No Do you have a license: N/A
Do you need water hook up for this event? No
If you will need water hook up, please list where and what the water will be for: N/A

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

WYANDOTTE MUNICIPAL SERVICE SPECIAL EVENT ELECTRICAL APPLICATION FORM

SERVICES OFFERED:

120 Volt Standard receptacle - 3 Prong grounded only - Fuse Protected.

240 Volt Standard stove type receptacle - 3 Prong grounded only - Fuse protected. Oak St parking only.

240 Volt - 3 Prong twist lock - 50 Amp receptacle - (Female)

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

RATES:

Early turn-on's _____ \$35.00

Electrical service requiring 1 - 2 Plugs - (120 Volts) _____ \$35.00

Electrical service requiring 3 - 4 Plugs - (120 Volts) _____ \$70.00

Electrical service requiring 5 - 6 Plugs - (120 Volts) _____ \$105.00

Electrical service requiring over 6 Plugs - (120 Volts) _____ \$140.00

Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only _____ \$150.00

Electrical service requiring (240 Volts) at 50 Amps maximum - (Self Contained) _____ \$150.00

All service calls outside of normal working hours for 120 Volt Plugs (Panner Box Receptacles) - 1st service call is free - 2nd service call is \$25 plus overtime cost - 3rd service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs - 1st service call is free - 2nd service call is \$50 plus overtime - 3rd service call is \$100 plus service cost.

EQUIPMENT TO BE USED: Please be specific:

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
Electrical	120	2
_____	_____	_____
_____	_____	_____

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.

DJ & music will require electricity.
If fee cannot be waived, we will request
running an extension cord from a close-by
business.



August 27, 2014

To: Heather Thiede, Special Events Office, City of Wyandotte

From: Janelle Rose, Paint the Town Pink, Love Wyandotte Independent Business Alliance

Re: Ribbon Cutting for the 3rd Annual Paint the Town Pink Events on October 1, 2014 from 6 – 7 p.m.

We are requesting use of the sidewalk near the clock tower and the area under the pergola for our annual Paint the Town Pink ribbon cutting ceremony and celebration.

As part of the event, we will have Denise Brooks Williams, Dr. Wolf and Michele Goleniak of Henry Ford Wyandotte Hospital, Debbie Dingell, Cindy Dingell, breast cancer survivors and supporters, residents, citizens, students from Wyandotte High School, business owners, community leaders, Mrs. Michigan, Zumba kids, and Downriver Actors Guild performers present to celebrate the kick off to the 3rd annual Paint the Town Pink. As in the past, our series of events have several goals. The first is to educate women about the importance of pre-screening and early detection with the ultimate goal of prevention. Our second goal is to celebrate the survivors. Lastly, we always like to remember and honor those we've lost.

As part of this year's event, we will also have Ashley Quint, our official photographer present at the event to photograph cancer survivors as part of our "Walk of Fame" project. Ashley will take photos at the pergola, which will then be displayed at participating businesses throughout the city during the month of October, and eventually become part of the wall of fame at our finale party (Pink-A-Palooza).

I've included photographs from past events for your information and review.

The event will take less than one hour from start to finish and will include the Zumba kids performing a ribbon dance and the Downriver Actors Guild doing a musical montage.

Because we are all non-paid volunteers with no operating budget, we are hoping that you will waive any fees related to this application and use of electricity for the event. We are asking for an electrical hook up at the clock tower area for music and a PA system. If this is not possible, we'll ask an area business to allow us to run a cord to their electrical outlet.

We look forward to hearing from you.



Ribbon Cutting 2013



Zumba Kids with Miss Michigan 2013



Ribbon Cutting 2012



Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: October 10th 2014 Times: 7:30 to 8pm

Name of Applicant: Love Wyandotte / Kathleen Gunther

Name of Business or Organization: Love Wyandotte / Total Health Foods

Type of legal entity of your business/organization: NON Profit / Health Food Store

Name of individual authorized to sign documents on behalf of your business/organization: Kathleen Gunther

Address: 2938 Biddle Ave. Wyandotte MI 48192

Email: totalhealthfoods@yahoo.com Cell Phone: (734) 775-6173

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Bishop Park

Estimated maximum number of persons expected at the event for each day: 50

Is Alcohol going to be served or provided at this event: NO Do you have a license: NO

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: NO

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

PAINT THE TOWN PINK - BALLOON LAUNCH

Friday October 10th

7:30 p.m. to 8p.m.

Balloon Launch (per your direction last year we will be using balloons)

Location Bishop Park /by the water

Approx. 20 to 50 people

We will have 1 tent/ 10x10 put up and taken down before and after the event

Balloons, Helium, & Curling Ribbon

No electricity and no water needed

This is a Free to the public event

Any questions contact Kathleen Gunther (734)775-6173

Or email totalhealthfoods@yahoo.com

**Champagne Toast
Balloon Launch
Walk of Fame**

Friday October 10th

Locations: Total Health Foods

Bishop Park &

Downtown Wyandotte/Biddle Avenue

6:30 p.m.-7:30 p.m.

Champagne Toast

0j-6:00 set up

Bake Sale 6-9p.m.

Appetizers/Samples

Pink Chain/write your hope and link your faith

Total Health Foods :

2938 Biddle Ave

7:30 p.m.-8 p.m.

Balloon Launch

1 tent for paint the town pink

Lighted luminaries in area

Balloons, Helium, & Curling Ribbon

Hand out lighted candles for the walk

Bishop Park/ By the water

8 p.m.-9 p.m.

Walk of Fame

Art Work by Josephine Ford /DCA-Tamie Truddel

Survivor Photos/Ashley Quint

Bras For a Cause/Erica Curnutt

Lighted Luminaries down the streets

Downtown Wyandotte

Follow the map

Additional Information:

Call Kathleen Gunther (734)775-6173 or email totalhealthfoods@yahoo.com

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: September 15th 2014

AGENDA ITEM 9

ITEM: Special Event Application - Our Lady of Fatima's Anniversary Event

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Our Lady of Fatima's 97th Anniversary event will take place on October 11th 2014. The group is looking to utilize Bishop Park for their Rosary Rally that day. They have had their event at Bishop Park for the past five years and would like to continue to use the public park into the future. This event has been reviewed and approved by the Police Chief, Recreation Superintendent, DPS Superintendent and Fire Chief and recommends a hold harmless on file from the group.

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 11th.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dunsdale*

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

MAYOR'S RECOMMENDATION: *J. R.*

LIST OF ATTACHMENTS:

Application from Our Lady of Fatima

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 15th 2014

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event

Coordinator to approve the use of city sidewalks, streets and property for the event held October 11th 2014.

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	

Application for Special Event

Special Events Office, City of Wyandotte
2624 Biddle Avenue Wyandotte, Michigan 48192
P: 734-324-4502 F: 734-324-7283
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: Oct. 11, 2014 Times: 12:00 Noon

Name of Applicant: Ray Allami

Name of Business or Organization: _____

Type of legal entity of your business/organization: _____

Name of individual authorized to sign documents on behalf of your business/organization: _____

Address: 12401 Langtin, Southgate, Mi. 48195

Email: _____ Cell Phone: _____

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Bishop Park, Wyandotte, Mi

Estimated maximum number of persons expected at the event for each day: 50 To 100

Is Alcohol going to be served or provided at this event: NO Do you have a license: NO

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: _____

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

WYANDOTTE MUNICIPAL SERVICE SPECIAL EVENT ELECTRICAL APPLICATION FORM

SERVICES OFFERED:

✓ 120 Volt Standard receptacle - 3 Prong grounded only - Fuse Protected

240 Volt Standard stove type receptacle - 3 Prong grounded only - Fuse protected. Oak St parking only.

240 Volt - 3 Prong twist lock - 50 Amp receptacle - (Female).

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 14 hours prior to the event.

RATES:

Early turn-on's _____ \$35.00

Electrical service requiring 1 - 2 Plugs - (120 Volts) _____ \$35.00

Electrical service requiring 3 - 4 Plugs - (120 Volts) _____ \$70.00

Electrical service requiring 5 - 6 Plugs - (120 Volts) _____ \$105.00

Electrical service requiring over 6 Plugs - (120 Volts) _____ \$140.00

Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only _____ \$150.00

Electrical service requiring (240 Volts) at 50 Amps maximum - (Self Contained) _____ \$150.00

All service calls outside of normal working hours for 120 Volt Plugs (Planner Box Receptacles) - 1st service call is free - 2nd service call is \$25 plus overtime cost - 3rd service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs - 1st service call is free - 2nd service call is \$50 plus overtime - 3rd service call is \$100 plus service cost.

EQUIPMENT TO BE USED: Please be specific!

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
<u>SPEAKERS</u>	<u>120</u>	<u>2</u>
_____	_____	_____
_____	_____	_____

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.

1. TIME 12:00 NOON TO 2:00PM
2. NUMBER OF PEOPLE, APPROX. 100
3. EVERY BRING THEIR OWN CHAIRS
4. PERMISSION TO INSTALL BANNER ON FENCE FOR APPROX 3 DAYS
- 5

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 15, 2014

AGENDA ITEM # _____

10

ITEM: Sale of the former 1850 McKinley (30' x 100')

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased and demolished with TIFA funds. Recommendation is to sell 30 feet of this property to the adjacent property owners at 1856 McKinley Joseph and Shauna Wear, for the amount of \$1,500 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 60' x 100'.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shayda*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *OK JD*

LIST OF ATTACHMENTS: Sales Agreement, property map and Resolution for the Policy for the Sale of Non-Buildable Lots.

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

All of Lot 10 Gartner's Subdivision as recorded in Liber 23 Page 12 of Plats, Wayne County Records being known as part of the former 1850 McKinley Street, and to pay therefore the sum of One Thousand Five Hundred Dollars & 00/100 (\$1,500.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$1,500.00 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the reording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>1856 McKinley, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Possession	
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

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

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

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 1856 McKinley, 3. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services of Wayne County in the amount of \$150.00, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 1856 McKinley is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

Joseph Wear Jr. L.S.
Purchaser

Shauna Wear L.S.
Purchaser

Address 1856 McKinley, Wyandotte, MI 48192

Phone: _____

Dated _____

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:

Joseph R. Peterson, Mayor L.S.
Seller

William R. Griggs, City Clerk L.S.
Seller
Address 3200 Biddle Ave., Wyandotte

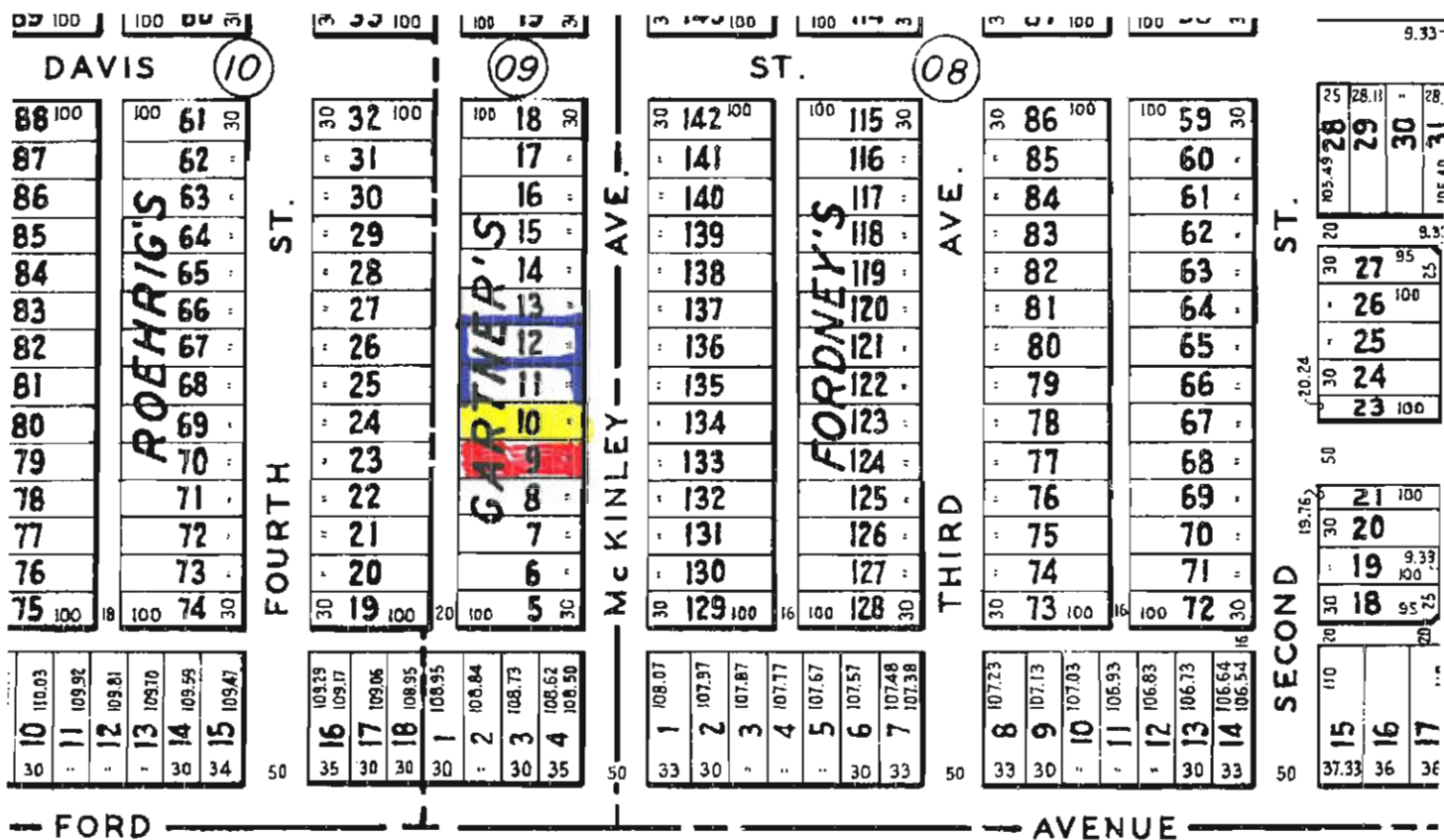
Dated: _____ Phone 734-324-4555

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

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



- 1838 McKinley - LOTS 11 & 12 ALSO THE S 1.5 FT OF THE E 54 FT OF LOT 13 GARTNER'S Subdivision - Lot size 61' x 100'
- 1850 McKinley - LOT 10 GARTNER'S Subdivision Lot Size 30' x 100'
- 1856 McKinley - LOT 9 GARTNER'S Subdivision Lot Size 30' x 100'

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from Marjorie Griggs, 2442-9th Street, Wyandotte relative to the purchase of adjacent property is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City Engineer's office is directed to offer for sale all non-buildable lots at the cost of \$50.00 per front foot and to permit the purchase to be made by deferred payment. This resolution applies to any pending sales that have not yet closed.

YEAS: Councilmembers Browning 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 September 10, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 15, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council approves the Purchase Agreement to sell 30 feet of the former 1850 McKinley to the adjacent property owners at 1856 McKinley, Joseph and Shauna Wear, for the amount of \$1,500.00; AND

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

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: September 15, 2014

AGENDA ITEM # 

ITEM: Department of Public Service Fuel Management System

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

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Public Service (DPS) fuel tanks and fuel management system were installed in 2000. The City's system is no longer in production and replacement parts are no longer available. The DPS currently has 24 non-profit customers. The loss of transaction data would severely impact the City's ability to properly invoice customers. Currently, there are approximately \$26,000.00 in fuel invoiced each month to our customers.

The purchase of a new system will provide business continuity and disaster recovery. The current software package and computer operating systems of Windows XP will be upgraded to Windows 7 which is consistent with the same platform as other City computers. This will permit the elimination of a PC at the DPS which is currently being maintained on the Windows XP operating system. The City's current server at 3005 Biddle will be utilized which provides battery and generator back-up. The new operating system stores up to 50,000 transactions wherein the old system stores only 500 transactions. The DPS experiences approximately 500 transactions a week and weekly downloading of data is a critical task to assure information is not lost.

The attached proposal from H. Domine Enterprises, Inc., will provide a new Gasboy Islander Plus Fuel Management System for the DPS. The cost is \$20,060.50. This is considered a single source purchase as the next closest distributor is in Jackson. Herman Domine has provided excellent service to the DPS for all of Wyandotte's fuel needs. We recommend this proposal be accepted.

STRATEGIC PLAN/GOALS: We are 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 acceptance of quote from H. Domine Enterprises, Inc., Brownstown, Michigan in an amount of \$20,060.50.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-448-750-261

IMPLEMENTATION PLAN: Hire H. Domine Enterprise, Inc., to install equipment and utilize system

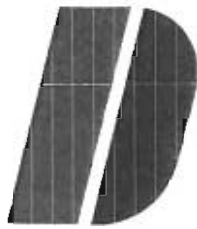
COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Quote from H. Domine Enterprises, Inc.



H. DOMINE ENTERPRISES, INC.

20676 SIBLEY RD. • BROWNSTOWN, MI 48193

(734) 283-5000 • FAX (734) 283-5470

September 10, 2014

City of Wyandotte

Attn: Mark A. Kowalewski

Supply and install a new Gasboy Islander Plus Fuel Management System (FMS) with Fleet Head Office (FHO) software, Mifare tag reader pod for connection to customer's computer, 1 year annual Support agreement and 1000 Mifare tags.

Installation costs based on existing communication wiring being fully functional and able to be used with Ethernet extenders for connection of the FMS to the internet.

City of Wyandotte I.T. department to issue IP address for system and internet access in the office.

Quote includes 4 hours training of your designated operator(s) in the operation and data entry procedure of the system.

This system is capable of using Mifare tags, key pad entry only or mag stripe cards interchangeably.

Gasboy Islander Plus for mechanical dispensers	\$9,734.00
Gasboy Fleet Head Office Software for installation on your server	\$1,313.00
Gasboy Annual Factory Support Agreements for Islander Plus and FHO software	\$ 723.00
310 Mifare contactless fobs (31 boxes of 10) @ \$6.75 ea.	\$2,092.50
Mifare reader pod for office	\$ 948.00
Installation labor and misc. parts	\$5,100.00
Freight	\$ 150.00
TOTAL	\$20,060.50

If you have any questions, please call me.

Sincerely,

Herman Domine

Herman Domine

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 15, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding acceptance of the quote from H. Domine Enterprises, Inc., Brownstown, Michigan, in the amount of \$20,060.50 from account 101-448-750-261 for purchase of Gasbory Islander Plus Fuel Management System (FMS) with Fleet Head Office (FHO) software, Mifare tag reader pod for connection to City's computer, 1 year annual support agreement and 310 Mifare tags is hereby approved.

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: September 15, 2014

AGENDA ITEM #

12

ITEM: Replacement of the Central Air Condition Unit at the Marx Home

PRESENTER: Mark A. Kowalewski, City Engineer and Sara Jordan, Museum Assistant

Mark Kowalewski

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The central air conditioner unit at the Marx Home has failed. Gee & Missler of Wyandotte was authorized to replace the unit on September 11, 2014, (see attached information) as an emergency situation.

STRATEGIC PLAN/GOALS: We are 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 acceptance of bid from Gee & Missler, Wyandotte, Michigan, in an amount not to exceed \$2,900.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account No. 101.800.750.790.270 and 101.000.257.250.071 in the amount of \$2,900.

IMPLEMENTATION PLAN: Install new a/c unit.

COMMISSION RECOMMENDATION: Approved 09/11/14

CITY ADMINISTRATOR'S RECOMMENDATION: *in duplicate*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: *ok mp-*

LIST OF ATTACHMENTS: Quote from Gee & Missler, communication to City Council September 10, 2014.

Gee & Missler Heating & Air Conditioning, Inc.

HEATING, AIR CONDITIONING, REFRIGERATION,
AND ENVIRONMENTAL CONTROL IS OUR BUSINESS



744 VINEWOOD AVENUE
WYANDOTTE, MICHIGAN 48182
Phone: (734) 284-1224
FAX: (734) 284-1250

Date 9-4-2014
Owner's Name Wyandotte Museum Location _____
Address 2624 Biddle Address 2624 Biddle
City Wyandotte MI 48192 City Wyandotte MI
Phone 324-1284 Phone _____

WE ARE PLEASED TO QUOTE ON THE FOLLOWING: 10yr - Parts

Removal of existing equipment.

-#	Lennox Gas Fired Furnace	\$
-#	Thermostat	\$
-#	Condensate Pump	\$
-#	Humidifier	\$
-#	Lennox Electronic Air Cleaner	\$
-#	Lennox High Efficiency Media Filter	\$
1-#	<u>136X036</u> Lennox <u>3</u> -ton Condensing Unit With	\$
1-#	<u>038-36C</u> Coil and	\$
1-#	<u>40S 30'</u> Line Set	\$
1-#	<u>30X50X5</u> Condensing Unit Pad	\$
-#	100 amp Service Charge	\$
-#	Interruptible Service	\$
-#	Ductwork	\$
-#	Chimney Liner	\$
-#	Misc	\$

Complete installation includes: Necessary duct; Wiring of all equipment; State Sales Tax; Heating, Refrigeration, and Electrical Permits; and a five-Year "Planned Service Policy."

TOTAL PRICE \$ 2900.00

NOTES:

Thank you for giving us this opportunity to quote you, and hope that we may be of service to you in the near future.

Sincerely,

GEE & MISSLER HEATING & AIR CONDITIONING, INC.

If this quotation is acceptable to you, please sign and return the "COPY" to us. It will be our contract.

Date _____

Accepted by _____

Payment Terms: 50% Down Payment. 50% Balance upon completion.

NOTICE TO THE BUYER

1. Do not sign this Contract before you read it.
2. You are entitled to a completely filled-in copy of this Contract.
3. Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the finance charge.
4. You may rescind or cancel this Contract, not later than 5:00 p.m. on the business day following the date hereof by giving written notice of rescission to the contractor or his agent at his place of business given in the contract or by mailing the notice of cancellation to the contractor at his place of business given in the Contract by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5:00 p.m. on the business day following, you are still entitled to offer defense in litigation of damages add to purchase price.

mkowalewski mkowalewski

From: Todd Drysdale
Sent: Wednesday, September 10, 2014 11:35 AM
To: 'Council@Wyan. Org'
Cc: 'mkowalewski mkowalewski'; 'Sarah Jordan'
Subject: Air Conditioner at the Marx Home

Importance: High

The central air conditioner at the Marx home has failed. Detail information on this issue can be found below. We received a quote from Gee & Missler to replace the unit for \$2,900 while repairing the existing unit will cost \$1,900 to \$2,200. Based on discussions with the Engineering Department, this appears to be a fair price. Thus, I am prepared to authorize Gee & Missler to replace the unit but, considering the replacement cost exceeds \$2,500, want to request any comments or concerns from the City Council. This item will be on the Council Agenda for approval but I consider it an emergency situation and would like to have the contractor start the work due to the fact that we have a paying tenant in the building.

Thus, please let me know if authorizing this work is a problem. If I don't hear any contrary opinion by 12:00 pm tomorrow, I will have the contractor begin the work.

Thanks in advance,

Todd A. Drysdale, CPA
City Administrator
City of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, MI 48192
734.324.4566

From: Sarah Jordan [mailto:sjordan@wyan.org]
Sent: Monday, September 08, 2014 3:37 PM
To: 'Todd Drysdale'
Cc: 'Sue Pilon'; 'Jody Egen'
Subject: FW: Thursday's Meeting
Importance: High

Todd –

Good afternoon! The AC unit at the Marx Home recently failed and we're working to get the issue resolved. Gee & Missler provided us quotes to fix the problem, but given the age of the unit and how expensive the part is, they also provided a quote to replace the entire unit.

I've talked with Jody and Sue via email and they both agree that since the price difference is small, to move forward with replacing the entire unit (*prices highlighted below*). If there's no issue with this, I'd like to call Gee & Missler today to get the unit replacement scheduled and we'd follow up with a formal commission vote on Thursday.

Please let me know your thoughts at your earliest convenience. Thank you!

Sarah

From: Sarah Jordan [mailto:sjordan@wyman.org]
Sent: Monday, September 08, 2014 2:31 PM
To: 'Sue Pilon'
Subject: RE: Thursday's Meeting

Jody's stopping by for a brief visit this afternoon, so I'll be able to get the rest of the answers before the end of the day.

From: Sue Pilon [mailto:Sue.Pilon@dccwf.org]
Sent: Monday, September 08, 2014 2:06 PM
To: Sarah Jordan
Cc: 'Jody Egen'
Subject: RE: Thursday's Meeting

Sarah,

I came up with several questions about this that I want to know before going to the commissioners with what amounts to an emergency request. You may need to consult with Jody (if she's available today) or Todd on some of these. I want to help out Mike and Michelle, and at some level, I realize it may be a safety issue if the lack of air conditioning causes unsafe/unhealthy working conditions. But I also want to be very sure that I – and the Commission – are not violating any rules regarding how decisions are made.

- How long ago did the AC go out?

[Sarah] It went out Labor Day weekend and Mike called Tom, who came to look at it then. I called Gee & Missler on Tuesday, the 2nd, they came out on Wednesday the 3rd. And I got the quotes for the new condensing unit on Thursday and the quote for the new unit on Friday.

- Will going with the most expensive option – replacing the AC unit – solve not just the immediate problem, but take care of any issues they have had with regulating the temperature in their office(s)?

[Sarah] I'm not sure, but I can certainly follow up with Gee & Missler and get their thoughts.

- What is the warranty on the replacement condensing unit, AND what is the warranty on a the proposed new AC unit?

[Sarah] Every quote has a 10-year warranty

- Has the AC unit and/or condenser been replaced in recent memory? Can you find out how long it's been for both?
- If we go with the AC replacement do we need a more formal bid? It's over \$2,500, plus it's a replacement, not a repair.

[Sarah] I don't think so, but I'll follow up with Jody. We did something similar at the Ford-MacNichol Home a couple of years ago and I don't think it went out to bid.

With regard to actually approving the immediate repair/replacement, my question has to do with the Commission's role in overseeing/governing the buildings vs. the city's responsibility as "landlord" to Mike and Michelle. I don't recall the Commission ever having a problem with approving this type of thing, and I believe we have more than adequate funding available, however, since this appears to be a rather urgent need, AND over \$2,500 if we opt to replace the unit, does the city (i.e. Todd) need to be involved in the decision and how this works?

Let me know what you find out.

Thanks,
Sue

Sue Pilon
Director of Planning and Special Projects
Michigan Works! Southgate Service Center
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195
Email: Sue.Pilon@dccwf.org
Direct: 734-362-3425
Fax: 734-281-0265
Website: www.dccwf.org

Need to send me a large file? Use my dropbox! <https://filetransfer.dccwf.org/dropbox/Pilon>

Note: please read the [disclaimer](#) at the end of the message.

From: Sarah Jordan [<mailto:sjordan@wyan.org>]
Sent: Monday, September 08, 2014 11:15 AM
To: Sue Pilon
Cc: 'Jody Egen'
Subject: RE: Thursday's Meeting

Sue –

It's very stuffy. I know it's supposed to cool down later in the week, but it's supposed to be pretty warm until Thursday. And he's pretty upset about it. I don't think we have to send it out to bid because it's a repair, and we've already established Gee & Missler as our vendor.

In speaking with the repair tech and the sales representative, they thought we may want to consider installing a complete new unit instead of the very expensive condenser unit that's failed. They provided us with three options that I've attached to the email:

- \$1,900: Replace the condensing unit as it currently is.
- \$2,200: Replace the condensing unit with a different Freon, which would be cheaper to refill in the long run
- \$2,900: Given the cost of the condensing unit and the age of the whole AC unit, Gee & Missler thought we may want to replace the entire unit.

Thanks for looking into this.

Sarah

From: Sue Pilon [<mailto:Sue.Pilon@dccwf.org>]
Sent: Monday, September 08, 2014 10:57 AM
To: Sarah Jordan
Subject: RE: Thursday's Meeting

Did we get one bid or multiple bids? Can you send me what we received? I'd have to check with evb everyone to see if they would be amenable to an email vote. I'm not even sure we can do that, but I'd look into it. How miserable is it over there now?

Sue Pilon
Director of Planning and Special Projects
Michigan Works! Southgate Service Center
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195
Email: Sue.Pilon@dccwf.org
Direct: 734-362-3425
Fax: 734-281-0265
Website: www.dccwf.org

Need to send me a large file? Use my dropbox! <https://filetransfer.dccwf.org/dropbox/Pilon>

Note: please read the [disclaimer](#) at the end of the message.

From: Sarah Jordan [<mailto:sjordan@wyan.org>]
Sent: Monday, September 08, 2014 10:46 AM
To: Sue Pilon
Subject: RE: Thursday's Meeting

Sue –

Good morning! I just spoke with Mike about the AC and he wants to know if there's any way we can move forward with fixing the AC prior to Thursdays meeting. I don't know if there's anything that can be done outside of the meeting, but I did tell him I would ask to see if there were any other options.

Sarah

From: Sue Pilon [<mailto:Sue.Pilon@dccwf.org>]
Sent: Monday, September 08, 2014 10:38 AM
To: cullen723@aol.com; Eula Grooms; Jody Egen; Ken Munson; Marshall Wymore; Marty Bertera; shirley@wyan.org; Vernon Elmore; Wally Hayden
Cc: Sarah Jordan
Subject: Thursday's Meeting

Greetings,

Attached are the agenda for the meeting and minutes from last month. **WE WILL MEET IN THE BURNS HOME THIS MONTH AS THE AC IS OUT IN THE MARX HOME.**

Please let me know if you CANNOT attend. No need to respond if you plan to be there.

Hope to see everyone on Thursday,
Sue

Sue Pilon
Director of Planning and Special Projects
Michigan Works! Southgate Service Center
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195

RESOLUTION

Wyandotte, Michigan

Date: September 15, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer and Museum Assistant regarding acceptance of the bid from Gee & Missler, Wyandotte, in the amount of \$2,900 from Account No. 101.800.750.790.270 101.000.257.250.071 for new central air condition unit for the Marx home is hereby approved.

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

13

MEETING DATE: September 15, 2014

AGENDA ITEM #

ITEM: Neighborhood Stabilization Homes (NSP2) - Sales Price

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-10-14

BACKGROUND: Lottery Drawings have been held for 459 Ford Avenue and 655 Vinewood with no offers received. Your Honorable Body approved the reduction in the sale price for both these NSP2 homes in accordance with the NSP2 Single-Family Sales Program Guidelines – Adjustment in Asking Price. As of the date of this communication, no offers have been received. Therefore, the Engineering Department is requesting to reduce the sales price of this unit by 10% or from \$87,480.00 to \$78,732.00 for 459 Ford Avenue and \$67,635.00 to \$60,871.50 for 655 Vinewood, which is in accordance with the NSP2 Single-Family Sales Program Guidelines, Adjustment in Asking Price.

STRATEGIC PLAN/GOALS: By fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution approving the listing of the home at 459 Ford Avenue with Downriver Real Estate Group for \$78,732.00 and 655 Vinewood for \$60,871.50.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Continue to advertise homes at a reduced sales price with Downriver Real Estate Group.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydala*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS: NSP2 Single-Family Sales Program Guidelines



NSP2 SINGLE-FAMILY SALES PROGRAM GUIDELINES

Purpose

The purpose of this Manual is to govern the sales of single-family homes being carried out under Neighborhood Stabilization Program 2 (NSP2). This Manual includes policies and procedures to be followed regarding intake/applications, counseling and sales control mechanisms.

Definitions

Applicant: A person or persons who have applied to the City for approval of an NSP2 home purchase and homeowner financial assistance. Eligible applicants must be low- moderate-, or middle- income (LMM) household (households with incomes at or below 120% of area median income. NSP2 also requires that 25% of funding go to households that are low income at or below 50% of the area median income).

NSP2: The Department of Housing and Urban Development (HUD)'s Neighborhood Stabilization Program, established by the Housing and Economic Recovery Act of 2008, and authorized by Title XII of Division A of the American Recovery and Reinvestment Act of 2009. The purpose of these funds is to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. For more information. See the NSP2 website

<http://hud.gov/offices/cpd/landBankdevelopment/programs/neighborhoodspq/>

Housing Counselor: Light House of Oakland County

NSP2 Buyer: The buyer of an NSP2 Home

NSP2 Property: A property that is rehabilitated or newly constructed with NSP2 Funding

NSP2 Home: An NSP2 property that is being sold to an owner-occupant.

Project Funding: Any and all governmental funds used to pay for the costs to carry out the redevelopment of a particular NSP2 assisted property

Selling Agent: Downriver Real Estate Group, Inc.



Pricing of Homes

As required by the Grant Agreement the City will set an asking price for NSP2 homes that is the lesser of the after-construction and or rehabilitation market value, or total development cost.

a. After Construction and Rehabilitation Market Value

The City will obtain an after-construction/rehabilitation appraisal from *Silverwood Appraisal Services*. The appraised value will be the asking price for the home unless it is higher than the estimated total development cost of the home, in which case the price will be the same amount as the total development cost. Total development cost includes all acquisition, rehabilitation/construction and soft costs.

b. Adjustment in Asking Price

If no qualified offer is received within 60 days of first marketing a home, the City may reduce the asking price by 10%. If no qualified offer is received after an additional 60 days of best efforts in marketing a home, City may reduce the original asking price by up to an additional 10% including previous adjustments, if any. City may make additional price reductions only with the written approval by the City Council. In any case, city may reduce asking prices only after making diligent and continuous efforts to market and sell a home.

Homebuyer Application and Prequalification

City is responsible for the prequalification tasks for a prospective buyer.

a. Application for NSP2 Assistance

Before a prospective buyer is referred to counseling or to execute a sales agreement for an NSP2 assisted property, the buyer must complete the Application for NSP2 Assistance attached as Appendix A. The information obtained in the application will be used, along with verifications, to determine a buyer's eligibility to purchase an NSP2 home and to receive NSP2 Homeowner Assistance. A minimum credit score of 640 is required. **If no proposals are received during the Lottery Selection then the minimum credit score will be waived. (See Page 6) Added 1/23/12**

b. Homebuyer Education

If the applicant meets initial thresholds for assistance, and has not been through the required homebuyer education and counseling, then the City will refer the applicant to the selected homebuyer counselor: Lighthouse of Oakland County, 4615 Woodward Avenue, Pontiac, MI 48342, 248-920-6000. **www.lighthouseoakland.org**



c. Pre-approval for First Mortgage Loan

Once the applicant, with the assistance of the housing counselor, has obtained pre-approval for a first mortgage loan, they will return to City. The first mortgage must be a 30 year fixed-rate mortgage from a reputable lending institution, and the annual percentage rate and closing costs must be reasonable. The lending institution must create and service an escrow account for the receipt of property tax and insurance payments for the buyer. The homebuyer shall obtain a standard homeowners insurance policy in the amount of the full replacement costs of the home and include general liability coverage as required by the lender. The housing counselor will assist in this process.

d. Certifying the Income Eligibility of Prospective Buyers

The City will obtain the income eligibility documentation from the housing counselor. All income calculations are to be conducted utilizing the (24 CFR Part 5, IRS Form 1040) method.

If more than six months has elapsed since the income was initially verified, or if the income documentation is weak or calculations are incorrect, then the income should be re-verified by the City. Required documentation (copies of driver's licenses, pay stubs, etc) will be kept in City's files. The income certification may be no more than six months old at the time that the buyer and City enter into a purchase agreement. If older, the buyer must be recertified. An Applicant whose application fails to meet the NSP2 eligibility requirements will be given a written notice of denial.

Income requirements are as follows:

2011 Area Median Income: Wayne County, Michigan

Low-Income Limit (50%)

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$23,250	\$26,600	\$29,900	\$33,200	\$35,900	\$35,550	\$41,200	\$43,850

Moderate-Income Limit (120%)

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$55,800	\$63,840	\$71,760	\$79,680	\$86,160	\$92,520	\$98,880	\$105,240

This chart may change on an annual basis.

e. Prequalifying for NSP2 Homeowner Financial Assistance

Once applicants (prospective homebuyers) have received counseling, are prequalified by a financial institution and have been certified as income eligible, the applicant is eligible to enter into the Cities lottery for an NSP2 home.





f. Mortgage Buy Down Assistance

The NSP2 Program will offer mortgage buy downs which reduce the sales price of the home to a value which is affordable to the low or moderate income buyer. This buy down will be eligible to all NSP2 home buyers. The current maximum mortgage buy down is thirty thousand dollars (\$30,000). The program will offer a **minimum** of 17.5% off the sales price. Buy downs exceeding thirty thousand dollars (\$30,000) must be presented to MSHDA for approval.

Potential homebuyers on the Qualified Homebuyer List (QHL) may submit proposals that require more than the \$30,000 mortgage buy down assistance if the City's Homebuyer Counselor recommends more than \$30,000. If a proposal exceeds \$30,000 mortgage buy down assistance then MSHDA shall approve the amount before the offer to purchase is approved by the City. If MSHDA recommends a different mortgage amount at its discretion and the potential buyer does not agree to this new amount the offer to purchase will be denied by the City

Homebuyer Assistance	Affordability Period	Amount Forgiven
Less than \$15,000 per unit	5 years	1/5 of homebuyer assistance amount per year over five years
\$15,000 - \$40,000 per unit	10 years	1/10 of homebuyer assistance amount per year over 10 years
More than \$40,000 per unit	15 years	1/15 of homebuyer assistance amount per year over 15 years

*homebuyer assistance totaling more than \$30,000 will be presented to MSHDA for approval.

Homebuyer Counseling and Education

Each homebuyer will be required to complete at least eight (8) hours of home counseling from a HUD-certified home counseling agency before making an offer on and purchasing a home. Wyandotte has procured Lighthouse of Oakland County to perform these services. The housing counselors will screen potential new homeowners for NSP2 homes and provide the tools and skills necessary to maintain mortgages. In addition, they will provide support services to help at-risk families remain stably housed. Specific classroom and one-on-one counseling may include pre-purchase education, credit education, budgeting concepts, mortgage products, real estate closing process, foreclosure prevention, etc.



Post-Purchase Counseling

The Buyers will be required to attend post-purchase counseling with the Housing Counselor

Submitting Proposals for NSP2 Home

Upon meeting income requirements, qualifying for a mortgage product and completing the required amount of housing counseling by October 1, 2012, each homebuyer will be placed on the City's Qualified Homebuyer List (QHL). Each homebuyer on the QHL may then submit a proposal with the price that they can afford to purchase the NSP2 home for. This will happen each time a home becomes listed on the real estate market. The City will then select a proposal by drawing randomly. This ensures that the City and all parties involved follow the fair housing opportunity guidelines. Only one proposal per household may be submitted on any prospective property. "Household" includes all persons residing at the current residence or persons living at the current residence during the twelve (12) months prior to filing an application. Any proposal submissions exceeding one (1) per household will be disqualified.

When the City has more NSP2 homes under construct than there are potential QHL buyers then additional buyers will be added to the QHL based on the chronological date that the potential buyer completed the requirements contained in this Policy. There will be separate lists for low income and moderate income buyers.

Example of homebuyer assistance:

If a family of seven (7) has a total household income of \$42,000 per year, they are considered low-income. They are income-eligible to purchase an NSP2 home. They have completed eight (8) hours of home counseling and qualified for a mortgage because they also have good credit and reliable income.

The next step is for the housing counselor to determine the price per month the family can afford to spend on housing payments. MSHDA requires that the home buyer's Principal, Interest, Taxes and Insurance (PITI) not exceed 30% of the household monthly income. For this particular low-income family, that means that PITI cannot exceed \$1,050 per month. Working backwards with estimated taxes and insurance at \$291.66 and \$66.66 per month respectively, the housing counselor concludes that \$691.68 is the most this family can allocate for principal and interest on a mortgage. On a thirty-year mortgage at 5% they can afford to purchase the home for \$120,000 because the monthly principal and interest payment will be \$644.19. Monthly PITI will come to \$1,002.52 which is under their limit of \$1,050.

The particular home this family is purchasing costs \$180,000 to build and is appraised for \$125,000. The listing price was the lower of the two (\$125,000), as per NSP2 requirements. The minimum home buyer assistant is 17.5% or 21,875.00. The family will have a ten (10) year lien on the home in the amount of \$21,875.00 which will dissolve after they have lived in the home for ten (10) years. If the family should move out or sell prior to this, a percentage of the lien is due to MSHDA at the time of closing. Further Purchaser must sign the Homebuyer Certification and Program Agreement which outline the terms and conditions which will remain in effect for the full affordability period, even if the lien is discharged due to early repayment. This document is an attachment to the Purchase Agreement. Add 05/21/12.



The purchaser is required to provide one (1) percent of the sales price at closing as a down payment. This would be \$1,250 in the above example. Other closing costs may be eligible for subsidies as well. Additionally, purchaser will be required to pay fee for housing counseling which is estimated to be \$247.00 (\$35.00 Credit Report and \$212.00 Housing Counseling).

Advertising of NSP2 Homes

The City has selected Downriver Real Estate Group as the Seller Agent. The NSP2 home will be placed in the Multiple Listing Service (MLS) for a minimum of seven (7) days before receiving any proposals. There will be a minimum of two (2) open houses for each house being sold. Open houses shall take place on either a Saturday or a Sunday and last at least three (3) hours each. The two open houses shall not be on the same weekend.

Sealed proposals will be received by the City Clerk. They will be publicly drawn in the Council Chambers on Mondays at 2:00 pm.

The Selling Agent directs any interested party to prepare sealed proposals in accordance with the Standard Purchase Agreement (Appendix B). The City reserves the right to modify and update this Standard Purchase Agreement. Proposals as a minimum shall include the following:

- Completed Standard Purchase Agreement
- Certificate of Completion of Home Counseling from Lighthouse of Oakland County
- Affidavit attesting to Prospective Purchaser's income level
- Listing of all current family members and their ages
- Contact information regarding Prospective Purchaser's current employment as well as any family members' employment information who is 18 years of age and older
- Pre-approved mortgage letter from financial institution
- Ability to provide a minimum deposit of 1% of sales price within 24 hours of City's request before City accepts offer. It is not necessary to include deposit with offer being submitted.

The City will randomly select a sealed proposal. If the sealed proposal includes all of the requested information and interested homebuyer can meet all requirements to purchase the home within one (1) month of bid opening and proposal acceptance, the real estate agent shall prepare the necessary documents to close. If the first selected proposal cannot meet the requirements then the second sealed proposal and so on will be selected if necessary until documentation is prepared and all purchase requirements are met.

If no sealed proposals are selected, the real estate agent shall bring offers to the City as they are received. There is no minimum credit score required for these proposals. *Added 9/20/11*

Conflict of Interest

THE CITY RESERVES THE RIGHT TO REJECT a Response if the Respondent has a contract or other relationship with a client that is determined by the City to be a legal or business conflict that is unwaivable or that the City, as its sole discretion, is unwilling to waive.





Appeals Process

Any potential Homebuyer who feels he/she has been unfairly rejected from participating in the NSP2 Homebuyer Program can appeal in writing stating name, date of application, and reason for appeals to Mark Kowalewski, 3131 Biddle Avenue, Wyandotte, Michigan 48192. Complete complaint procedure is Appendix C.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 15, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the City Engineer to reduce the listing price for the NSP2 property at 459 Ford Avenue to \$78,732.00 and 655 Vinewood to \$60,871.50 in accordance with the NSP2 Single Family Sales Program Guidelines. All buyers also receive a minimum of 17.5% in homebuyer subsidy. Therefore, the maximum required mortgage amount would be \$64,953.90 for 459 Ford Avenue and \$50,218.99 for 655 Vinewood.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 15, 2014

AGENDA ITEM #

14

ITEM: DEMOLITIONS BIDS FOR 606 CHESTNUT, 622 8TH STREET AND 1828 8TH STREET

PRESENTER: Mark Kowalewski – City Engineer

Mark Kowalewski 9-10-14

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND:

Council directed the demolition of 606 Chestnut on August 18, 2014. (Attached)

Bids were requested and were received on August 27, 2014, for the above property and the City owned properties at 622 8th Street and 1828 8th Street. 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. 492-200-850-519 for the properties.

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: *Support*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS:

Council Resolution from August 18, 2014.
Summary of bids for demolition.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

August 19, 2014

RESOLUTION

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

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


RESOLVED by the City Council that Council 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 Engineer is directed to seek proposals for said demolition.

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 August 18, 2014.


Maria Johnson
Deputy City Clerk

CC: City Assessor

	606 Chestnut	1828 8th	622 8th	Total
Pro Excavation	\$8,500	\$9,000	\$9,000	\$26,500
21st Century	\$9,208	\$10,288	\$8,993	\$28,489
Homrich	\$12,350	\$13,150	\$13,400	\$38,900

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 15, 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 \$26,500 for the demolition of 606 Chestnut, 622 8th Street and 1828 8th Street from account 492-200-850-519. The cost will be assessed against these properties; 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: September 15, 2014

AGENDA ITEM #

15

ITEM: City Owned property 910 Antoine, Wyandotte, Michigan

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-10-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The property at 910 Antoine was purchased by the City via Wayne County Tax Foreclosure for the amount of \$9,372.81. This is a single family dwelling. Mike and Mary Johnson have been the property owner for 27 years. Due to medical issues, the taxes were not paid, foreclosed on by Wayne County and sold to the City. The Johnson's have agreed to reimburse the City for the unpaid taxes including any interest or penalties in the amount of \$9,372.81.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Purchase Agreement and close on the property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shayda*

LEGAL COUNSEL'S RECOMMENDATION: Legal Department approved Purchase Agreement

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS: Purchase Agreement

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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

City
Township of
Village

Wyandotte, Wayne County, Michigan, described as follows:
Lots 136 to 138 Incl Ford Centre Subdivision as recorded in Liber 38, Page 10, Wayne County Records

being known as 910 Antoine Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefor the sum of Nine Thousand Three Hundred Seventy-Two and 81/100 (\$9,372.81) 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: D

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

Cash Sale	A. Delivery of the usual Quit Claim Deed conveying the City's interest. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of <u>Three Hundred Seventy-Two & 81/100 (\$9,372.81)</u> Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within <u>36</u> months from the date of Contract in monthly payments of not less than <u>Two Hundred Fifty & 00/100 (\$250.00)</u> Dollars each, which include interest payments at the rate of <u>Zero (0%)</u> per cent per annum; and which DO, DO NOT include prepaid taxes and insurance. The Land Contract will call for execution of a quit claim deed upon full payment.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/ Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>Mike Johnson and Mary Johnson</u>

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 \$ NA per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ NA as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Prorated
Items

Broker's
Authorization

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 no prorations (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.**
8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
9. The seller is hereby authorized to accept this offer and the deposit of 0 Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

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

_____. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: 1. Contingent upon City Council approval, 2. Purchaser acknowledge that Sellers will be issuing a Quit Claim Deed and not a Warranty Deed once Land Contract is paid in full. 3. Purchaser acknowledges City will convey any interest it has in the property to the Purchaser upon payment in full and the City was issued a Quit Claim Deed as a result of a tax foreclosure. City makes no representations concerning status of title.

IN PRESENCE OF:

Michael Johnson L. S.
Michael Johnson Purchaser
Mary Johnson L. S.
Mary Johnson Purchaser
Address 610 Antoine, Wyandotte, MI 48192
Phone: 734-286-7602

Dated _____

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:

Joseph R. Peterson, Mayor L. S.
Joseph R. Peterson, Mayor Seller

William R. Griggs, City Clerk L. S.
William R. Griggs, City Clerk Seller

Address _____

Dated _____

Phone _____

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.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 15, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the sale of 910 Antoine; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Michael and Mary Johnson, to acquire the property known as Antoine 910 in the amount of \$9,372.81 and;

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 15, 2014

AGENDA ITEM #

16

ITEM: **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**
***AGREEMENT ON FILE IN THE WYANDOTTE CITY CLERK'S OFFICE

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-10-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: Based on Wyandotte's population the City receives Community Development Block Grant (CDBG) dollars through Wayne County. The County receives grant dollars via the Housing Urban Development (HUD). The attached Agreement is for the period 2014-2019. Funding for the 2014-2015 CDBG Projects which were already approved by Council includes \$80,322.71 - Street Improvements, \$12,712.00 - Youth Assistance, \$30,000.00 - New Lighting for the Activity Room at Copeland Center, \$20,000.00 - Housing Rehab and \$15,892.75 - Administration. Therefore, attached for your approval is the Subrecipient Agreement for Wyandotte to perform these activities.

This Agreement has been reviewed and approved by the Legal Department.

STRATEGIC PLAN/GOALS: We are 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: Adopt a Resolution authorizing the Mayor and City Clerk to execute the Subrecipient Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: These projects have been budgeted into the 2014-2015 budget.

IMPLEMENTATION PLAN: Execute document and start projects.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shaydali*

LEGAL COUNSEL'S RECOMMENDATION: Approved

MAYOR'S RECOMMENDATION: *OK*

LIST OF ATTACHMENTS: Sub-Recipient Agreement.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: September 15, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council hereby approves the Subreipient Agreement for the Community Development Block Grant (CDBG) 2014-2019 and authorizes the Mayor and City Clerk to execute same.

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	_____