

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 29, 2014

AGENDA ITEM # 7

ITEM: Hiring – Laborer/Equipment Operator (Department of Public Service)

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City Council recently authorized the hiring of an additional full-time employee in the Department of Public Service. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte. As such, the hiring of Alejandro Vasquez is recommended. Mr. Vasquez has been working as a part-time/seasonal employee at the DPS for the past year.

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

ACTION REQUESTED: The undersigned recommends approval of the hiring.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None. Position is included in the 2015FY budget.

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: 1. Application for Employment – Alejandro Vasquez

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the Laborer/Equipment Operator position at the Department of Public Service and

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Alejandro Vasquez as a Laborer/Equipment Operator in the Department of Public Services at a starting wage of \$12.23/hour (\$25,438.40 annually) as specified in the collective bargaining agreement with the hiring contingent on the successful completion of a physical and drug screen examination

CITY OF WYANDOTTE, MICHIGAN 48192

APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

The Civil Rights Act of 1964 prohibits discrimination in employment practice because of race, color, religion, sex or national origin. The Age Discrimination in Employment Act prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age. The laws of Michigan also prohibit all of the above types of discrimination, as well as discrimination based on height, weight, marital status or handicap.

EMPLOYMENT DESIRED

Position applied for Driver

Have you read the description of this job?



Yes



No

Are you qualified to perform these duties?



Yes



No

Other position you would consider _____

Type of employment desired:



Full-Time



Part-Time



Temporary

Date you can start 9-5-14

Wage expected \$ _____

PERSONAL INFORMATION

Social Security Number _____

Name

Vasquez
LastAlexandro
FirstVirgilio
Middle

Address

746 Ormrod
StreetWyandotte
CityMI
State48192
Zip CodeTelephone (including area code) (734) 934-8292

Other last names used while working, if any _____

Are you a U.S. Citizen?



Yes



No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime?



Yes



No

If yes, please give specifics _____

Are there any felony charges pending against you?



Yes



No

If yes, please give specifics _____

Have you ever served in the U.S. Military?

☐ Yes ☒ No

If yes, indicate branch of military? _____

Dates of duty: From _____ To _____ Type of discharge _____
Month Day Year Month Day Year

Do you have a reliable means of transportation to enable you to get to work in timely manner? ☒ Yes ☐ No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use? ☒ Yes ☐ No

Are you licensed to drive a motor vehicle other than an automobile? ☒ Yes ☐ No

If yes, what type of license do you hold? CDL Class B

Have you ever employed by the City of Wyandotte? ☒ Yes ☐ No

If so, when? Present (seasonally)

Have any of your relatives ever been employed by the City of Wyandotte? ☐ Yes ☒ No

If yes, indicate names and dates employed None

Are you a smoker? ☒ Yes ☐ No

If yes, will you abide by the City's smoking policy? ☒ Yes ☐ No

Have you used, possessed or sold any illegal drugs in the past five years? ☐ Yes ☒ No

If yes, state which drugs and explain if you used, possessed or sold them _____

Have you ever been bonded on a job?

☐ Yes ☒ No

If so, where and when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Virginia Versquez Telephone (including area code) _____

Address 746 Orchard Wyandotte MI 48192
Street City State Zip Code

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
<u>Lauren Pruitt</u>	<u>723 6th</u>	
<u>Darlene Pruitt</u>	<u>723 6th</u>	
<u>Clarence Atwater</u>		

EDUCATION

Identify any special skills, training or licenses you have which are related to the position you are applying for:

CDC B, Cement, grass cutting

	NAME	CITY/STATE	DEGREE	MAJOR
High School	<u>Roseville High School</u>	<u>Wyandotte/MI</u>	<u>GED</u>	
College				
Other				

EMPLOYMENT HISTORY (Begin with most recent and use additional sheet, if necessary)

1. Firm name City of Wyandotte D.P.S.

Employed from 09 13 to Present

Type of business Cement, grass cutting

Address 4201 13th Wyandotte MI 48192

Telephone Number _____ Name of supervisor Gary E

Positions Seasonal Starting salary \$ 7.40 Final salary \$ 8.15

Duties performed _____

Reason for leaving Still working

If presently employed, may we contact your supervisor? ☒ Yes ☐ No If yes, telephone _____

2. Firm name _____

Employed from _____ to _____

Type of business _____

Address _____

Telephone Number _____ Name of supervisor _____

Positions _____ Starting salary \$ _____ Final salary \$ _____

Duties performed _____

Reason for leaving _____

Have you ever been suspended or discharged from employment? ☐ Yes ☐ No

If yes, please explain _____

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above-referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: 9-4-14

Signature: Alexandra Vasquez

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is a will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: _____

Signature: _____

4/26/05

September 2, 2014

NOTICE TO ALL PERMANENT EMPLOYEES

JOB OPEN FOR BID..... OPERATOR

Pay Rate: Minimum rate is \$12.23/hour \$25,438.40 Annual
Maximum rate is \$19.48/hour \$40,518.40 Annual

If the pay rate of the employee placed in this job is already more than the beginning rate of \$12.23 per hour, the person would be placed in the next higher step, but under no circumstances may an employee earn more than the maximum rate of \$19.48 per hour.

The successful candidate for this position should have the qualifications of a Junior Operator/Laborer, described below.

The successful candidate for this position should have the qualifications described below. The classification is a Bargaining Unit Position of AFSCME. An employee in this Bargaining Unit will be expected to join the union or pay agency shop bargaining unit fees.

Under the rules and regulations of the AFSCME Contract a probationary period of six (6) months will be applicable. As stated in the policy manual, "at or before completion of the new probationary period, the employee will be either reclassified as a regular employee in the new position, returned to their previous position, or demoted."

As a matter of policy, when permanent employees bid on job openings consisting of lateral or lower positions than that which they currently hold, such moves will only be made with the provisions that the employee will be prohibited from bidding from that position for a period of three (3) years. This policy is to provide a degree of stability to all departments and eliminated the need for excessive training.

IF YOU ARE INTERESTED IN BIDDING FOR THIS JOB, please submit an application or resume to the Department of Administrative Services, 3200 Biddle Avenue, Wyandotte, MI 48192, no later than **Friday, September 19, 2014 at 4:00 p.m..**

OPERATOR

General Statement of Duties: Under supervision, to be responsible for the safe and efficient operation of assigned trucks/equipment, as qualified, some heavy and special automotive and power driven equipment; to perform a variety of public works activities; responsible public works construction and maintenance work; variety of cleaning, building and grounds maintenance; perform other related activities which may entail difficult, strenuous physical labor, and perform all other related work as required.

Supervision Received: Work is performed under the direction of a supervisor.

Required Certifications: Current CDL Class "B"

Typical Examples of Work: An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform).

- Operate a truck in picking up and hauling rubbish, brush, concrete, sand, salt, snow, tools or other materials and equipment.
- Haul and spread stone on unpaved streets and alleys.
- Pick up and dispose of special debris as required.
- Operate tractor mower in cutting weeds and grass.
- Perform manual labor, load and unload trucks and assist in various public works repair and maintenance activities.
- Manipulate controls to operate equipment in a safe and efficient manner.
- Change various attachments on equipment and make field adjustments.
- Pour and finish concrete, repair sidewalks and curbs.
- Servicing and making minor repairs and adjustments to automotive or other equipment and facilities.
- Drive and/or operate, snow plow, trucks, pumps, compressors and other power driven equipment and tools.
- Operate snow plow and assist in snow removal operations.
- Rod, flush, clean and repair sanitary and storm sewer mains and laterals.
- Lay brick in repairing manholes, catch basins and other masonry structures.
- Operate trucks, pumps, air compressors, pneumatic tools, power saws, roding machines, tractors, lawn mower, cement grinder, power driven grinder for brush, street sweeper, concrete saw, stump grinder, and other power driven equipment and tools including maintenance of same.
- Perform trimming, planting, pruning of trees and shrubs.
- Maintaining public buildings and grounds, including wall washing, painting, cleaning lavatories, windows, and repairs.
- Install, repair and replace traffic, street and other signs.

- Remove paint from signs and prepare surfaces to be painted.
- Operate paint spraying and street line painting equipment.
- Perform any of a variety of tasks involving physical strength and agility, such as breaking, concrete and earth, digging holes and trenches, clean catch basins and related work.
- Perform street patching and repair work.
- Pick up rubbish, brush, special debris, garbage and other refuse as required.
- Cut grass and weeds, plant and care of landscaping and grounds maintenance.
- Setting up, maintaining and cleaning recreation and other public facilities.
- Assist in flooding and maintaining ice skating facilities.
- Dust, sweep, mop, wax and polish furniture and floors.
- Move records, furniture and equipment, as required.
- Perform a variety of maintenance tasks requiring familiarity with carpentry construction, electrical and minor mechanical repair.
- Shovel, sweep or snow blow sidewalks to keep them free of ice and snow.
- May operate and make minor adjustments to heating and ventilating equipment.
- Act as watchman or guard.
- Requisition and maintain cleaning and building maintenance supplies.
- Lubricate, fuel and clean equipment.

Desirable Qualifications for Employment:

- Ability to understand and follow oral and written instructions.
- Considerable knowledge and ability of maintenance requirements of various types of heavy and special automotive and power driven equipment including lubrication and repair activities.
- Considerable knowledge of traffic laws and ordinances and practices, involved in public vehicle operation.
- Familiarity with the streets and principal locations in the City.
- Ability to operate automotive and power driven equipment skillfully, safely and in accordance with all rules and regulations.
- Mechanical aptitude.
- Considerable knowledge of work methods, practiced and procedures involved in public works construction, maintenance and repair activities.
- Ability to perform heavy manual labor under all types of weather and other conditions.
- Considerable knowledge of and ability to perform minor maintenance tasks, including electrical, carpentry, plumbing and painting work.
- Good physical condition, stamina, agility and work effectively at considerable heights.
- Ability to establish and maintain satisfactory working relationships with the public and other employees.

OPERATOR #1

Operate plow, Sign truck and Roll Off

OPERATOR #2

Same as Operator #1, including Street Sweeper

OPERATOR #3

Same as Operator #2, including Loader

OPERATOR #4

Same as Operator #3, including Backhoe

OPERATOR #5

5 years seniority, same as Operator #4, including Roller

OPERATOR #6

6 years seniority, operate same as above

OPERATOR #7

7 years seniority, operate same as above

OPERATOR #8

8 years seniority, operate same as Operators number 1-7. Obtain Tanker Endorsement for Vactor, operate High Ranger, Grader.

OPERATOR #9

9 years seniority, operate same as Operator #8, including Bulldozer

OPERATOR #10

10 years seniority, operate same as Operator #9. Obtain Class A endorsement, include Semi

Revised

4-8-08


CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 29, 2014

AGENDA ITEM #



ITEM: Collective Bargaining Agreement – Police & Fire Dispatchers (POAM)

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City's collective bargaining agreement with the Wyandotte Police & Fire Dispatchers-Police Officers Association of Michigan (POAM) expires on September 30, 2014. Attached for your review and approval are tentative agreements between the City of Wyandotte and the POAM relating to the collective bargaining agreement for the period from October 1, 2014 through December 31, 2018.

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: The undersigned recommends approval of these tentative agreements. The Mayor and City Clerk should be instructed to execute this agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Savings were already incorporated into the 2015 FY Budget and 5-year Financial Forecast for the General Fund.

IMPLEMENTATION PLAN: The City Administrator will prepare a new collective bargaining agreement for the aforementioned period.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Collective bargaining agreement will be reviewed by the City's Labor Attorney prior to signature. Labor attorney has reviewed the tentative agreements.

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Tentative Agreements dated September 18, 2014

MODEL RESOLUTION:

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the Wyandotte Police & Fire Dispatchers-Patrol Officers Association of Michigan (POAM) and

Further instructs the City Administrator to prepare the collective bargaining agreement for period of October 1, 2014 through December 31, 2018, and

Further authorizes the Mayor and City Clerk to execute said agreement.

City of Wyandotte
POAM Dispatchers CBA Negotiations
September 18, 2014

Part-time/Pool Employees

1. Starting pay will be \$15.00/hour.
2. All employees will be classified as part-time (pool employees will cease to exist).
3. Part-time employees will be placed on a fixed schedule (assigned by management) that will not exceed an average of 29 hours per week or 130 hours per month.
4. Part-time employees will earn 6 hours of vacation time for any month they work 60 hours.
5. After two (2) years of continuous service and satisfactory performance evaluations, part-time dispatchers will receive pay increases in accordance with the wage schedule included in the CBA.
6. Part-time employees will receive double-time for hours worked for recognized holidays per the CBA. Part-time employees who do not work the holiday will not receive any pay.
7. Part-time employees are not subject to seniority based vacations, overtime, or shift selections.

General

1. Contract Term – October 1, 2014 through December 31, 2018 (Section 10.1).
2. DCD Premium Pay - \$1.00/hour.
3. Wage reopener January 1, 2016.
4. Add “Chief of Police” to Management Rights (Section 3.1)
5. Probationary period – eighteen (18) months (Section 14.1).
6. Retiree Health Insurance – prescription coverage increased to \$15/30 for members who retire after September 30, 2014 (Section 25.7).
7. Longevity pay eliminated September 30, 2014 (Section 23.1).
8. Prescription drug reimbursement eliminated September 30, 2014 (Section 25.5).
9. Requirement to have direct deposit of pay (new language).
10. Increase payment in lieu of health care to \$400 per month if NO insurance is taken (Section 25.6)
11. Eliminate Police & Fire Commission from grievance procedure (Section 12.1).
12. Include required Emergency Manager language (new):

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act (“the Act”)); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

13. Modify language relative to 13th check (new):

In years where the City Council, in its sole discretion, authorizes a “13th check” as a supplemental retirement benefit, that supplemental retirement benefit shall be calculated as follows:

0 – 5 complete years retired:	None
>5 -10 complete years retired:	50% of calculated benefit
>10-15 complete years retired:	100% of calculated benefit
>15-20 complete years retired:	150% of calculated benefit
> 20 complete years retired;	200% of calculated benefit

14. Health Insurance Coverage (Section 25.1):

City will pay 100% of the cost of BCBS Community Blue Plan 3 or Blue Care Network as long as the cost is within the following ranges of the lower priced coverage: 27% for single, 21.70% for two person, 10.0% for family. Any costs in excess of the aforementioned ranges will be entirely paid by the employee.

Employees will be responsible for the 20% co-pay of applicable health insurance premiums in accordance with PA 152 (if approved by City Council).

Dependent age increased to 26 in accordance with the Affordable Care Act. If the Affordable Care Act is repealed, the dependent age will be returned to age 23.

15. Lead Dispatcher (new): position will be created in accordance with the attached job description. Additional pay of \$3,000 annually will be prorated and added to hourly wage. Selection of position will be made at the discretion of police administration.

16. Overtime Call In: Amend Article XVIII (Overtime), Section 18.2, by adding the following sentence after "D": If an overtime call-in is made using an electronic messaging system, the same policy relating to seniority will be used. The message must be answered within 15 minutes. If the message is not returned within the allotted time frame, the employer will offer the overtime opportunity to the dispatcher with the next highest seniority.

17. Vacation Picks: Article XXI (Vacation Leave), Section 21.2C, amended to include the following additional language: Vacation selections shall not exceed fourteen (14) consecutive calendar days in duration without approval from the employer after all members have submitted their vacation requests. Vacation requests in excess of seven (7) calendar days may be denied if the employer is unable to fill the position based on staffing levels.

Approval: _____

Union



Employer

Wyandotte Police Department

DOWNRIVER CENTRAL DISPATCH/LEAD DISPATCHER

GENERAL DEFINITION

The Downriver Central Dispatch (DCD) Lead Dispatcher is a supervising non-sworn technical and complex clerical support classification associated with law enforcement/fire/EMS support services assigned in the DCD to direct and perform a variety of responsible records management, communications and dispatching duties for emergency and non-emergency calls for service.

DISTINGUISHING CHARACTERISTICS

Under direction of the Chief of Police or his designee, the Lead Dispatcher is a member of the Department and this position is distinguished from a Dispatcher by the level of responsibility, supervision, and confidentiality exercised. The Lead Dispatcher trains subordinate Dispatchers in the use and operation of a variety of complex communications equipment including radios, telephones, computer-aided dispatch consoles and records management systems as well as establish an annual refresher course for all Dispatchers. This position will also be tasked with assisting in various administrative duties including scheduling, recordkeeping, and the responsibility for liaising with other members of the department relative to DCD issues. The Lead Dispatcher will have a shift assignment.

TYPICAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to, the following:

- Plans, assigns, supervises and evaluates the work of subordinate staff who receive and transmit routine and emergency telephone and radio voice messages, dispatch required equipment, operate computer-aided dispatch equipment and manage police records
- Coordinates communications involving major emergency situations and incidents
- Receives emergency calls, complaints and inquiries from the public, evaluates information to determine jurisdiction and equipment to be dispatched and performs or directs the dispatch of police and other public safety units
- Assists Command Officer in reviewing, planning, and approving requests for overtime, time off and shift substitutions among dispatch staff
- Provides training and information to subordinates regarding procedural changes and current legal and operations information affecting emergency and non-emergency police services
- Troubleshoots and diagnoses repair and maintenance needed for dispatch center communication equipment and makes necessary recommendations for correction or referral for repairs/corrections.
- Maintains various logs, indexes and records and prepares special reports as needed
- Functions as a member of the DCD management team participating in department-wide policy development, administrative planning, risk management and safety and loss prevention
- Provides responsible administrative and technical assistance to the Police Chief, Inspector, and Officer in charge
- Contacts other agencies to coordinate public safety operations
- Performs all duties of a dispatcher
- General office support functions such as maintains filing systems; screens, sorts and distributes mail; orders and maintains office supplies and equipment.
- Exhibits and encourages behavior that is consistent with the DCD's risk management program and decreases risk of accident or injury to self, employees, residents, visitors and their property

Wyandotte Police Department

- Lead Dispatcher will be involved in the hiring/selection process by assisting in interviews, having access to all testing scores and background checks of each perspective new hire. The Lead Dispatcher would also be involved in the hiring of each individual by submitting feedback relative to positive or negative concerns.
- Lead Dispatcher will assist Command Officer in scheduling for short shifts, keeping track of part time and full time hours for payroll, tracking hours for part-time employees, tracking leave time (vacation/sick/personal days), assure all shifts are staffed, and submitting payroll to Finance.
- Lead Dispatcher would assist Command Officer with investigations into all complaints and concerns on all dispatchers in the dispatch center. Taking any concerns to the Chief of Police to discuss possible verbal, written discipline. Lead Dispatcher would also keep track of these complaints for each individual Dispatcher and voice concern when termination may be required and would be part of the process on all aspects.
- Lead Dispatcher would have some rights to the computers and system to ensure that all computers are updated in a timely manner for the maintenance of the Dispatch Center computers. Also having all contact information to companies or individuals that maintain phones, computers and radios that if an issue arises the Lead Dispatcher is able to contact the correct individual to have the issue repaired in a timely manner.
- Lead Dispatcher would keep track of all Certifications for each Dispatcher ensuring that each Dispatcher is up to date on the certifications needed for the center. Also scheduling classes for each Dispatcher as needed.
- Lead Dispatcher would be the main contact for all Dispatchers when they have concerns over any problems that may arise in the center.
- Lead Dispatcher would also work in the Dispatch Center helping with the answering of phones and dispatching police and fire.
- Lead Dispatcher will keep track of all vacations, personal days and sick days scheduled making sure that all shifts are covered and submit report to Command Officer.
- Lead Dispatcher would also be involved in the training process of new hires ensuring that the trainee is getting all the correct information and training that they need to move on to a shift. A trainee will not be released or put on a shift if the Lead Dispatcher does not feel that they have had all the required training needed to work on their own.
- Performs other related duties as assigned

QUALIFICATIONS

Knowledge of:

- Have a minimum of 3-years of full-time Police/Fire Dispatching experience in the DCD
- Modern Office Technology
- Principles and practices of customer service
- Principles and practices of budget preparation and administration
- Principles of supervision, training and performance evaluation
- Applicable state and federal laws and regulations
- Principles and practices of team building and leadership
- Methodologies used in maintaining police records and reporting statistics consistent with the DCD and the Wyandotte Police Department protocols
- Operations, services and activities of a comprehensive municipal law enforcement dispatch program
- Ability to produce accurate statistical reports for state and federal use
- Personnel management including hiring, supervising and evaluating full-time and part-time staff

Wyandotte Police Department

- Departmental and program budget development and monitoring
- Computer use, including spreadsheet, word processing, and graphic presentation software
- Office methods and procedures
- Methods and techniques of administrative analysis, effective public relations
- DCD and City of Wyandotte policies and procedures

Ability to:

- Represent the DCD and the City of Wyandotte in a positive manner
- Establish, maintain and foster cooperative working relations with others from diverse backgrounds, including elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone
- Follow written and oral instructions and procedures
- Communicate effectively, both orally and in writing, by using proper English grammar, spelling and punctuation
- Collect, compile and analyze information and data
- Plan, supervise and evaluate work of others
- Prepare budgets and work within budgetary allowances
- Administer programs with minimal guidance and supervision
- Maintain responsibility for proper storage, updating and release of police records and associated files
- Interpret and apply a variety of rules, regulations, policies and procedures
- Understand and explain pertinent policies and procedures
- Use good judgment and time management skills in performing a variety of technical and complex clerical assignments
- Perform a variety of research tasks and preparation of statistical records
- Perform assigned duties with speed and accuracy
- Compile information and maintain records; maintain confidentiality as necessary

ITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 29, 2014

AGENDA ITEM #

9

ITEM: Purchase of two (2) 2015 Ford Escapes for the Department of Engineering and Building

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Engineering Department is currently utilizing two (2) pick-up trucks for day to day operations. These vehicles will be returned to the Department of Public Service for their use upon purchase of two (2) Ford Escapes. I recommend utilizing the State of Michigan Procurement Contract with Gorno Ford of Woodhaven (see attached) to purchase two (2) 2015 Ford Escapes at price of \$20,153.00 each.

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 Gorno Ford, Woodhaven, Michigan in an amount of \$20,153.00 x 2 = \$40,306.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The necessary budget amendment is included in a separate item on this City Council agenda. There is no net increase to total expenditures in the 2014 FY General Fund budget as a result of this purchase.

IMPLEMENTATION PLAN: Utilize vehicles for various activities in the Engineering and Building Department

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Quote from Gorno Ford

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B1300005

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gomo Ford	Jim Agney	jagney@gomoford.com
22025 Allen Rd	TELEPHONE	CONTRACTOR #, MAIL CODE
Woodhaven, MI 48183	(734) 671-4033	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Dan Smith	517-334-7767	smithd4@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Vehicles, Patrol and Passenger Vehicles, Trucks, Vans, Cab & Chassis

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	2, 1yr	September 30, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Firm Fixed	MDOT-Delivered MiDeal & Transit Agencies - Dealership	Various	Woodhaven, MI

ALTERNATE PAYMENT OPTIONS:

☐ P-card ☐ Direct Voucher (DV) ☐ Other ☒ AVAILABLE TO MIDEAL PARTICIPANTS ☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	1yr	December 21, 2013

VALUE/COST OF CHANGE NOTICE:

ESTIMATED REVISED AGGREGATE CONTRACT VALUE:

\$0.00

\$1,615,494.00

The listed dealership is a participant of a State pre-qualified program. Pre-qualified dealers are invited to participate in periodic bid cycles, if pricing cannot be held. As a result of the most recent bid cycle, effective December 17, 2012, contract vehicle pricing is REVISED per attached spreadsheet.

All other terms, conditions, specifications, and pricing remain unchanged.

Per vendor, agency agreement and DTMB Procurement approval.

EDDIE WILLIAMS
GOVERNMENT SALES
GORNØ FORD
WOODHAVEN, MI
CELL 313-319-3431
FAX 734-671-4375

9/24/2014

DAVE
CITY OF WYANDOTTE DPW
CELL
PH
FAX 734-324-4588

2015 FORD ESCAPE S FWD, ST-MI

2.5L I4 ENGINE 168 HP, AUTO, A/C, STEREO, POWER GROUP, SPEED
CONTROL, BUCKETS W/CONSOLE, ROLLSTABILITY, SIDE CURTAIN AIR
BAGS, FORD SYNC SYSTEM, ABS, MPG RATED 22 CITY/31 HWY

BASE,

\$19,548.00

2015 FORD ESCAPE SE, FWD, ALL THE FEATURES OF BASE ESCAPE S, PLUS
COMPASS

FOG LAMPS

AUTO HEADLAMPS

KEYPAD KEYLESS ENTRY

PRIVACY GLASS

STEERING WHEEL AUDIO CONTROLS

ALUMINUM WHEELS

POWER DRIVER'S SEAT

SATILLITE RADIO

BASE

\$21,768.00

2015 FORD ESCAPE SE AWD,

ALL FEATURES OF ESCAPE SE FWD, PLUS
AWD

1.6L ECO BOOST ENGINE 178 HP

MPG CITY 22 CITY/30 HWY

BASE

\$23,389.00

OPTIONS

HD ALL WEATHER FLOOR MATS

105.00

DARK GLASS(BASE S MODEL)

300.00

REVERSE SENSORS(ALL MODELS)	295.00
RETRACTABLE TONNEAU COVER	205.00
REMOUTE START	295.00
1.6L ECO BOOST (SE MODEL)	500.00
2.0L ECO BOOST ENGINE (SE MODELS ONLY)	1,695.00
TOW PKG W/HITCH & TRAILER PLUG (REQUIRES 2,0L ECO BOOST ENGINE OPTION)	695.00
AMBER LED MINI LIGHT W/SWITCH	395.00
CODE 3 FRONTER MINI LIGHT W/6 HEAD LEDS W/SWITCH	595.00
HAVIS IDLE RIGHT 2 IDLE CONTROLLER	595.00

SINCERELY

EDDIE WILLIAMS
GOVERNMENT SALES

CELL 313-319-3431

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 29, 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 Gorno Ford, Woodhaven, Michigan, in the amount of \$40,306.00 to purchase of two (2) 2015 Ford Escape 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 29, 2014

AGENDA ITEM # 10

ITEM: City Purchasing 316 Clark, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-24-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is an eyesore in the neighborhood and is the last house on the block. The property is zoned Industrial, so the house is non-conforming use. The Engineering Department has negotiated a sales price of \$25,000. The property information is as follows:

Lot Size: 50' x 102'

Demolition Cost Estimated at: \$5,000.00

2014 SEV: \$40,200

Market Value: \$80,400.00

2013 Taxes: \$2,101.94

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

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

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

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

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shirleydale*

LEGAL COUNSEL'S RECOMMENDATION: *reviewed by B. Look*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Purchase Agreement and Map

**CITY OF WYANDOTTE
ENGINEERING DEPARTMENT**

✱ ACQUISITION ANALYSIS TOOL

A. Property Information

Address: 316 Clark
City: Wyandotte Zip: 48192 Parcel ID: 57-007-05-0033-000
County: Wayne
TIFA/DDA/HUD: TIFA Neighborhood:

B. Property Type, Condition and Characteristics

Property Type: Condition: Blighted
Existing/Prior Use: Residential
Year Built: 1928 Lot Size: 50' x 102'
Occupancy: Vacant
Zoning: Residential
Master Plan: Industrial
Comply with existing Building Code:
Other Amenities &/or Concerns:

C. Property Ownership

Ownership Type: Privately-owned
Owner Name: Walter Krzeczowski
Occupied or Vacant occupied

D. Environmental

Environmental Assessment Required
Estimated Cost \$ -

E. Cost Analysis Requirements

SEV	Taxable	Market Value	Taxes Paid	Purchase Price	Demolition Cost
\$40,200	\$40,200	\$40,200	\$2,102	\$ 25,000.00	\$ 5,000.00

F. Anticipated End Use

Future Use: Sell to the adjacent property owners

	Future SEV	Future Taxable	Future Market Value	Future Taxes	NEZ Future Taxes
	\$8,000	\$8,000	\$16,000	\$250	no

Benefit to Neighborhood removing a non-conforming eyesore from the block

If Property is not being demolished
assigned to:

Add to City Insurance Policy

G. ACQUISITION

Purchase Agreement:	Amount
	\$ 25,000.00
Demolition Cost	\$ 5,000.00
Environmental	\$ -
Total	\$ 30,000.00

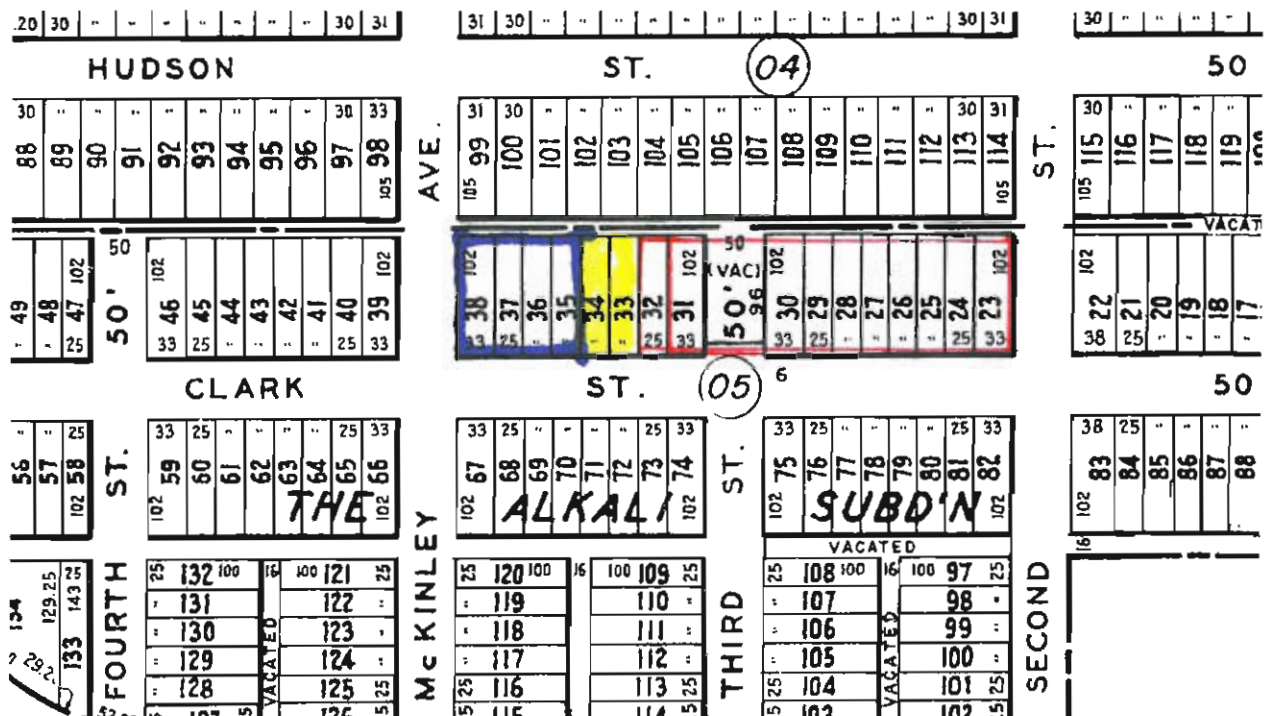
H. APPROVALS


City Engineer

Signature Mark A. Kowalewski City Engineer
Print Name Title

City Administrator

Signature Todd A. Drysdale City Administrator
Print Name Title



 210 Clark - LOTS 23 TO 32 INCL ALSO VAC 3RD STREET 50.00 FT WD ADJ TO THE N 96.00 FT OF SAID LOTS 30 AND 31 THE ALKALI SUB T3S R11E L22 P22 WCR. Lot Size: 324' x 102'

 316 Clark - LOTS 33 AND 34 THE ALKALI SUB T3S R11E L22 P22 WCR Lot Size: 50' x 102'

 334 Clark LOTS 35 TO 38 INCL THE ALKALI SUB T3S R11E L22 P22 WCR Lot Size: 108' x 102'





REAL ESTATE ONE, INC.® PURCHASE AGREEMENT (Form C)

One Heritage Place Ste 110

BROKER ADDRESS Southgate, MI 48195

TELEPHONE (734) 285-5400

FAX (734) 284-5566

Real Estate One, Inc. ("Broker") and its designated salespeople are agents for the ☐ Seller ☐ Purchaser ☐ Seller and Purchaser (Dual) (Buyer Initials) _____ (Seller Initials) _____ acknowledge that this _____ is or _____ is not an in-house transaction in which the Buyer and Seller are each represented by ☐ different designated salespeople or ☐ same salespeople.

1. **AGREEMENT TO SELL.** The undersigned Seller and Purchaser agree to sell and purchase the following real property located in the [City, Village, Township] of Wyandotte, Wayne County, Michigan, described as follows: [legal description and tax ID No.]

Lots 33 & 34 the Alkali Sub L22 P22 Tax ID #57007050033000

commonly known as [address] 316 Clark St, which is ☐ (Form # 525) or is not ☒ on a private road, together with all improvements and appurtenances, including all lighting fixtures, shades, blinds, curtain rods, traverse rods, window treatments, storm windows and doors, screens, awnings, TV antenna, rotor and controls, satellite dish and accessories, water softener (rental units excluded), security system, central vacuum system and attachments, attached mirrors, garage door openers and transmitters, fireplace enclosures, grates, logs and gas attachments, landscaping, attached humidifier, fuel in tanks at the time of possession, all tacked down carpeting, if any, now on the premises, and _____

sum of Twenty-Five Thousand (the "Property") and Purchaser agrees to pay Seller the Dollars \$25,000.00

(the "Purchase Price") subject to the existing building and use restrictions, easements, and zoning ordinances, if any, in accordance with the terms and subject to the conditions set forth in this Purchase Agreement ("Agreement").

2. **PAYMENT.** This transaction shall be consummated by the subparagraph checked below: (Check box that applies)

☒ **A. Cash Sale.** Seller shall deliver to Purchaser the usual Warranty Deed conveying marketable title upon tender of the Purchase Price. The Purchase Price shall be paid by cashier's check or certified funds. Attach Survey Addendum. (Form # 275)

☐ **B. Cash Sale With New Mortgage.** This Agreement is contingent upon Purchaser's ability to secure a _____ mortgage in the amount of \$ _____. Purchaser agrees to pay the required down payment plus all mortgage costs, prepaid items, and adjustments. Seller shall deliver to Purchaser the usual Warranty Deed conveying marketable title upon tender of the Purchase Price. The Purchase Price shall be paid by cashier's check or certified funds. Purchaser agrees to apply for a mortgage, at his own expense, within _____ calendar days from the date of Seller's acceptance of this Agreement. Purchaser agrees to promptly and in good faith comply with the lender's request for necessary information required to process the loan application. If a firm commitment for the specified mortgage cannot be obtained within _____ days from the date of Seller's acceptance, either Seller or Purchaser may extend the time in writing within 5 days of the deadline. If neither Seller nor Purchaser extend the deadline, this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Written evidence of mortgage denial shall be immediately presented to Seller. Denial of the specified mortgage shall render this Agreement null and void and the Deposit shall be returned to Purchaser. The parties agree that if the appraised value of the Property is less than the Purchase Price and Seller does not agree to reduce the Purchase Price to an amount equal to the appraised value, Purchaser may declare this Agreement null and void and the Deposit shall be returned.

☐ **C. Sale Subject to Existing Mortgage, Simple Assumption.** Attach Terms of Sale Addendum (Form #213)

☐ **D. Sale Subject to Existing Mortgage, Requalification Required.** Attach Terms of Sale Addendum (Form #213)

☐ **E. Sale by Land Contract.** Attach Land Contract Addendum (Form #255)

3. **FLOOD INSURANCE.** Purchaser may, at his expense, obtain a Floodplain Certification within _____ calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the Property is in a Special Flood Hazard Area, Purchaser may notify Seller, in writing, within _____ days from the date of the Certification, that Purchaser declares this Agreement null and void and the Deposit shall be returned to Purchaser. Failure to notify Seller that the Property is in a Special Flood Hazard Area within this time period shall constitute a waiver of Purchaser's right to terminate the Agreement under this paragraph and Purchaser agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

4. **SELLER'S DISCLOSURES.** Purchaser acknowledges that he received from Seller a *Seller's Disclosure Statement* and, if the Property is residential housing built before 1978, a *Lead-Based Paint and Lead-Based Paint Hazards Disclosure* prior to signing this Agreement. Purchaser acknowledges that the information provided in the *Seller's Disclosure Statement*, *Lead-Based Paint and Lead-Based Paint Hazards Disclosure* and any other property disclosure statement is (a) based upon Seller's knowledge and is not a warranty of any kind by Seller or Listing and Selling Brokers and their salespeople; (b) not a substitute for any inspections or warranties Purchaser may wish to obtain; (c) provided solely by Seller and is not a representation made by Listing and Selling Brokers and their salespeople; and (d) a disclosure only and not intended to be a part of this Agreement. Seller authorizes Broker to distribute copies of the disclosures to any lender, appraiser and municipality, upon Purchaser's request.

5. **CONDITION OF PROPERTY.** Purchaser acknowledges that he is purchasing a USED structure in an AS IS condition. Purchaser acknowledges that: (a) he has the opportunity and was advised to have the Property privately inspected by a qualified home inspection company; and (b) neither Seller, Broker nor its salespeople have made any representations or warranties of any kind concerning the Property, upon which the Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that

(Initials) Seller WJ / _____

(Initials) Purchaser _____ / _____

(a) the information provided in the multi-list description of the Property is not warranted or guaranteed; and (b) he has not relied on the multi-list description in making this Agreement.

6. **PROPERTY INSPECTION:** (Note: Inspections required by FHA, VA, lenders or municipalities are not made for, nor should they be relied upon by Purchaser.) Purchaser ☐ DOES ☒ DOES NOT choose to have the Property inspected at Purchaser's expense. If the Property is to be privately inspected, the following clause shall apply: Seller shall grant an inspector of Purchaser's choice access to the Property to inspect and report upon the general physical condition of the Property, including but not limited to, the plumbing, heating and electrical systems and determination of square footage. If the Property has been winterized, Seller shall, at his expense, de-winterize the Property prior to the inspection. The inspection shall be concluded within _____ calendar days from the date of Seller's acceptance of this Agreement. If the inspection discloses any defect* in the Property which results in the Purchaser having cause to be dissatisfied with the current physical condition of the Property, Purchaser shall notify Seller, in writing, within _____ days following the inspection, that Purchaser (a) declares this Agreement null and void and the Deposit shall be returned or (b) requests Seller to remedy the defect. Failure to notify Seller of a defect within this time period shall constitute a waiver of this paragraph by the Purchaser and he shall accept the Property AS IS. If the Seller is timely notified of a defect, he shall notify Purchaser, in writing, within _____ days, that Seller (a) will repair or provide for repair to eliminate the defect disclosed on the inspection report or (b) is unwilling to repair or provide for repair. If Seller declares his unwillingness to repair or provide for repair, Purchaser may (a) accept the Property AS IS or (b) declare this Agreement null and void and the Deposit shall be returned. *The term "defect" does not include (a) routine maintenance items, (b) repair forecasts, (c) renovation cost estimates, (d) minor items not affecting habitability, or (e) aesthetics.

7. **LEAD-BASED PAINT INSPECTION.** This contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards (as defined) at Purchaser's expense. This contingency will expire on _____ (or 10 calendar days following Seller's acceptance of this Agreement, whichever occurs first) unless Purchaser (or his agent) delivers to Seller (or his agent) a written list of the specific existing deficiencies and corrections needed, together with a copy of the inspection or risk assessment report. Seller may, at Seller's option within _____ days after receipt of a list and accompanying report, elect in writing to correct the condition prior to closing. If Seller will correct the condition, Seller shall furnish Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied prior to closing. If Seller does not elect to make the repairs, or if Seller makes a counter-proposal, Purchaser shall have _____ days to respond to the counter-proposal or remove this contingency and take the Property in "AS IS" condition, or this Agreement shall become void and the Deposit shall be returned to Purchaser. Purchaser may remove this contingency at any time without cause. All inspection periods provided for in this Agreement shall run concurrently.

☒ Purchaser waives this contingency

8. **MUNICIPALITY INSPECTION.** If the municipality in which the Property is located requires an inspection prior to closing, Seller shall pay for the inspection and any repairs required to obtain the written approval of municipality.
9. **HOME PROTECTION PLAN.** Purchaser acknowledges notice of the availability and cost of a home protection plan. Purchaser agrees to hold Seller, Listing and Selling Brokers and their salespeople harmless for all claims which would be covered by a home protection plan, whether or not Purchaser accepts the plan.
- Purchaser: ☒ Declines or ☐ Accepts a Home Protection Plan provided at:
☐ Seller's expense by a company of Seller's choice or ☐ Purchaser's expense by _____ Company.

10. **TITLE INSURANCE.**

- A. Seller agrees to furnish Purchaser with a Policy of Owner's Title Insurance without standard exceptions in an amount not less than the Purchase Price bearing a date later than the date of Seller's acceptance of this Agreement and guaranteeing the title in the condition required for performance of this Agreement. Immediately upon receipt, Seller shall provide Purchaser with a copy of the title commitment which shall be updated through the date of closing. Purchaser agrees to obtain and pay for a mortgage or stake survey if required to obtain the policy.
- B. 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 of this Agreement, Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, to either (a) remedy the title; or (b) refund the Deposit in full termination of this agreement. If Seller remedies the title within the time specified, Purchaser shall complete the sale within 10 days of written notification. If Seller is unable to remedy the title within the time specified, the Deposit shall be refunded in full termination of this agreement.
- C. If title can be conveyed in the condition required hereunder, Purchaser agrees to complete the sale within 10 days after delivery of the commitment for title insurance. However, if the sale is to be consummated in accordance with sub paragraphs 2(B) or 2(D), then closing shall be as soon as the mortgage application is approved, a closing date obtained from the title insurance company, and, if applicable, the final inspection of the Property is approved by the VA or FHA.
- D. Purchaser agrees to pay the customary closing fees charged by the title insurance company which supervises the closing.

11. **TAXES/ASSESSMENTS/DUES.**

- A. All taxes which have become a lien on the Property as of the closing date shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Purchaser as of the closing date on a due-date basis, without regard to lien date, as if paid in advance (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 will be treated as if paid for the period December 1 through the following November 30); and (b) Purchaser shall be responsible for the payment of all property taxes falling due after the closing date without regard to lien date. Current Homeowners, Subdivision or Condominium Association dues and assessments, if any, shall also be prorated between Seller and Purchaser as of the closing date on a due date basis. Capital or lateral charges and assessments which have become a lien on the Property as of the closing date, whether or not recorded, shall be paid by Seller at closing. Capital or lateral charges and assessments for improvements which have been completed as of the date of Seller's acceptance of this Agreement

(Initials) Seller DLK / _____

(Initials) Purchaser _____ / _____

but which have not become a lien on the Property as of the closing date shall be paid by Seller. All other capital and lateral charges shall be paid by Purchaser. Purchaser may pay the full amount or, if permitted by the levying municipality, assume the charge or assessment.

- B. The final water and sewage charges shall be prorated and adjusted between Seller and Purchaser as of the date on which Seller vacates the Property and surrenders the keys to Listing Broker. Broker shall retain and hold in escrow a minimum of \$200.00 from the amount due Seller at closing for these charges. Broker shall remit the amount allocated to Seller and return the balance, if any, to Seller after receipt of the final bill or meter reading.

12. **POSSESSION AND PROPERTY MAINTENANCE.** Seller shall remove all personal property and refuse from the buildings and land and shall vacate the Property ☒ at closing **OR** by ☐ 5:00 P.M. _____ days after the closing. Until the keys are surrendered, Seller shall (a) continue the operation of all electric, gas, water and other utility services; and (b) maintain the buildings, land and other Property in the same condition as of the date on which Seller accepts this Agreement. Purchaser reserves the right to walk through the Property within 48 hours of the scheduled closing to verify that the Property was maintained as agreed. If Seller has failed to maintain the buildings, land and other Property in the same condition as existed on the date on which Seller accepted this Agreement, Purchaser may delay the closing until the Property is restored to its agreed condition. Listing and Selling Brokers and their salespeople have no obligation to insure the condition of the Property or that the Property is vacated on the date specified. Seller shall deliver and Purchaser shall accept possession of the Property subject to:

☐ Tenant Rights (Form # 280)

☐ No Tenant Rights (Form # 280)

☐ Does Not Apply

13. **POST-CLOSING OCCUPANCY BY SELLER.** Seller shall pay Purchaser an Occupancy Charge of \$ _____ per day, from the day after closing through the date on which the Property is vacated. Broker shall retain and hold in escrow \$ _____ from the amount due Seller at closing as security for the Occupancy Charge. Broker shall pay Purchaser the accrued Occupancy Charge and return the balance, if any, to Seller after Seller vacates the Property and surrenders the keys to Listing Broker. Seller agrees to pay or reimburse Purchaser for all costs and expenses incurred in recovering possession of the Property, including actual attorneys fees, together with all actual, incidental and consequential damages sustained by Purchaser which shall include, but not be limited to, housing expense, storage fees, actual attorneys fees and any other costs or expenses which either arise out of or are connected with Seller's failure or refusal to vacate the Property as required by this Agreement.

14. **CLOSING.** The closing of this sale shall take place at a location designated by the mortgage lender, or absent that, at a place designated by the Listing Broker. The target closing date is October 21, 2014. If the parties fail to agree to a closing date, the provisions of paragraph 10C shall control.

15. **ADDENDA.** The following addenda are attached to and made a part of this Agreement (Check all that apply)

☐ FHA-FHA Addendum (Form # 250)

☐ Cooperative Housing (Form # 235)

☐ Land Contract (Form # 255)

☐ VA-VA Addendum (Form # 285)

☐ Post-Closing Damage (Form # 440)

☐ Contingent on Sale (Form # 230)

☐ Pest Inspection (Form # 265)

☐ New Construction (Form # 260)

☐ Closing Contingency (Form # 415)

☐ Condominium (Form # 220)

☐ Survey (Form # 275)

☐ Vacant Land (Form # 290)

☐ Other Addendum _____

16. **DEPOSIT.** Purchaser instructs Selling Broker to present this offer and accept a deposit of \$ _____ paid in the form of a _____ and an additional deposit of \$ _____ which is due and payable on _____ (together, the "Deposit") which shall be held by Selling Broker in accordance with MCL 339.2512 (j) (i) and (a) if the offer is accepted, applied to the purchase price when the sale is consummated; or (b) returned to Purchaser if the offer is rejected or withdrawn. If the Agreement is terminated pursuant to paragraphs 2B, 3, 6, 7 or 10B above, the parties agree that Selling Broker shall return the Deposit to Purchaser and Seller's remedies, if any, are limited to an award of damages equal to the amount of the Deposit.

17. **DEFAULT.** Willful failure to perform by Seller or Purchaser shall be an event of default under this Agreement. If Purchaser defaults, Seller may, at Seller's option, pursue all available legal and equitable remedies or terminate the Agreement and seek forfeiture of the Deposit as liquidated damages. If Seller defaults, Purchaser may pursue all available legal and equitable remedies and may also terminate the Agreement and seek a refund of his Deposit. Seller and Purchaser agree that Listing and Selling brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.

(Initials) Seller WK / _____

(Initials) Purchaser _____ / _____

18. GENERAL PROVISIONS.

- A. Listing and Selling Brokers and their salespeople have a duty to treat all parties to this transaction honestly.
- B. Purchaser authorizes Broker to use Purchaser's name in any future advertising or public relations.
- C. Purchaser and Seller acknowledge that Listing and Selling Brokers and their salespeople are not parties to this Agreement.
- D. Listing and Selling Brokers and their salespeople specifically disclaim any responsibility for the condition of the Property or for the performance of this Agreement by the parties.
- E. Purchaser and Seller acknowledge notice that Listing and Selling Brokers may accept a fee or other consideration for the placement of an abstract, mortgage, loan, life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Rule 339.22321 of the Michigan Administrative Code.
- F. Seller and Purchaser acknowledge that they have been advised to retain an attorney to pass upon the marketability of the title to the Property and to ascertain whether or not the provisions of this Agreement have been strictly adhered to. Listing and Selling Brokers and their salespeople cannot legally give such advice.
- G. Broker and its salespeople are not experts in the areas of law, tax, financing, insurance, surveying, structural conditions, hazardous materials, and engineering. Purchaser acknowledges that Broker advised him to seek professional advice from experts in these areas.

19. MISCELLANEOUS.

- A. **Facsimile Signatures:** The parties acknowledge and agree that facsimile signatures and initials are legally enforceable and binding.
- B. **Binding Agreement:** This Agreement shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties.
- C. **Entire Agreement:** The parties agree that this Agreement and the referenced Addenda contain the entire agreement between Seller and Purchaser and there are no agreements, representations, statements or understandings which have been relied upon by the parties which are not stated in this Agreement.
- D. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified or otherwise changed, except by a duly executed written agreement between the parties.
- E. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- F. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.
- G. **Governing Law:** This Agreement shall be governed by and construed according to the law of the State of Michigan, the state in which the Property is located.

20. EXPIRATION OF OFFER: This offer shall expire unless it is accepted by Seller prior to [time] _____ on [date] _____ and may be withdrawn at any time prior to Seller's acceptance.

PURCHASER SIGNATURE: By his signature below, Purchaser makes the forgoing offer to purchase and acknowledges receipt of a copy of this offer.

Witnessed by: _____ Purchaser Signature: _____ Date: _____
 Print Name: Mary Jo DeJulian Print Name: City Of Wyandotte Time: _____
 Date: _____ Purchaser Signature: _____ Date: _____
 Print Name: _____ Time: _____

SELLER ACCEPTANCE: By his signature below, Seller agrees to be bound by and acknowledges receipt of a copy of this Agreement. Seller directs that no further offers be presented after acceptance of this offer.

Witnessed by: Mary Jo DeJulian Seller Signature: Walter Krzeczowski Date: 09/22/2014
 Print Name: Mary Jo DeJulian Print Name: Walter Krzeczowski Time: 5:15 PM
 Date: 09/22/2014 Seller Signature: _____ Date: _____
 Print Name: _____ Time: _____

By his signature below, Purchaser hereby acknowledges receipt of a copy of Seller's signed acceptance of this Agreement.

Date: _____ Purchaser Signature: _____
 Date: _____ Purchaser Signature: _____

LISTING BROKER Real Estate One
LISTING AGENT Mary Jo DeJulian
AGENT ID# 270903 **OFFICE ID** 329740
PHONE 734 284 5400

SELLING BROKER Real Estate One
SELLING AGENT Mary Jo DeJulian
AGENT ID# 270903 **OFFICE ID** 329740
PHONE (734) 285-5400



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: City Of Wyandotte, Walter Krzeczowski
Print Name(s)

From: Real Estate One, Inc.

Date: 09/22/2014

Property Address: 316 Clark St Wyandotte MI 48192

Real Estate One, Inc. can arrange to provide financing, title insurance, property insurance and closing services through its affiliates, John Adams Mortgage Company, Capital Title Insurance Agency, Inc. and Insurance One Agency, Inc. Real Estate One, Inc. makes this disclosure to give you notice that it has business relationships with these companies. The owner of 100% of issued Class A shares and 46% of issued Class B shares of Real Estate One, Inc. is the beneficial owner of Insurance One Agency, Inc. and John Adams Mortgage Company, of which Capital Title Insurance Agency, Inc. is a whole-owned subsidiary. Because of these relationships, these referrals may provide Real Estate One, Inc. a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. While we recommend obtaining these services from John Adams Mortgage Company, Capital Title Insurance Agency, Inc. and Insurance One Agency, Inc., you are NOT required to use the listed providers as a condition for settlement of your purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

John Adams Mortgage Company

Loan Origination	0% - 5% of loan
Loan Discount Fee	0% - 5% of loan
Underwriting Fee	\$300 - \$450
Appraisal Fee	\$275 - \$450
Credit Report	\$15 - \$55
Processing Fee	\$300
Private Mortgage Insurance	
Initial Premium (if required)	0% - 4.2% of loan
Survey	\$95 - \$225
Flood Certification	\$18
Condominium Questionnaire	\$25 - \$450

Charges may vary depending on whether the property is owner occupied, the loan is VA, FHA or conventional and the amount of the down payment.

(Initials) Seller WK

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(Initials) Buyer _____

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316 clark

Insurance One Agency, Inc.

Homeowners/Hazard Insurance rates vary. Discounts may be available for homes equipped with fire or burglary protection devices and for homeowners age 55 and over. Coverage may include guaranteed replacement coverage on home and replacement cost on contents. In addition to a premium, fees between \$25 and \$250 may be charged for a property insurance policy issued by certain carriers.

Capital Title Insurance Agency, Inc.

Title Insurance Premium	Sliding scale depending on purchase price and type of policy. Consult Rate Chart at Capital Title Insurance Agency, Inc.
Title Search	\$250
Recording Fees (Register of Deeds)	\$14 plus \$3 per page Wayne Co. \$15 plus \$3 per page other counties.
Buyer's Closing Fee For Conventional/FHA/VA	\$500 for Washtenaw and Livingston Counties, \$550 for All Other Counties.
Wiring Transfer Fee	\$25
Overnight Courier Handling Fee	\$25
Certified Funds Fee	\$25

ACKNOWLEDGEMENT

I/we have read this Affiliated Business Arrangement Disclosure, and understand that Real Estate One, Inc. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

	9/22/2014	09/22/2014
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller (Check One)	Date	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller (Check One) Date



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

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

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the Land Division Act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the Condominium Act, 1978 PA 59, MCL 559.104.

1. An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

2. A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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

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

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

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

(Initials) Seller DK

(Initials) Buyer i

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Page 1 of 2

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Real Estate One, Inc. - Southgate, One Heritage Place, Suite 110 Southgate, MI 48195

Phone: 734-341-3203

Fax: 734-234-3366

Mary Jo DeHallen

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116 clark wyndome

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

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

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

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

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

Only the licensee's broker and the named supervisory brokers have the same agency relationship as the licensee named below. If the other party in a transaction is represented by a salesperson licensed with Real Estate One, Inc. or any of the other Real Estate One Family of Companies, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Licensee Disclosure (Check One)

☐ Seller's Agent
☐ Buyer's Agent (requires a signed Buyer's Agency Agreement)
☐ Dual Agent (applicable only when both buyer and seller have signed Listing and Buyer Agency Agreements with the designated agent(s) named below and have signed a Dual Agency Agreement)
☒ None of the Above *Transaction Coordinator*

This form was provided to the buyer or seller before disclosure of any confidential information.

Mary Jo Sculian
Licensee Mary Jo Sculian Date 09/22/2014

Licensee _____ Date _____

RECEIPT AND ACKNOWLEDGEMENT

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

Signature _____
☒ Buyer ☐ Seller (Check One) Date _____

Print Name City Of Wyandotte

Business Phone _____

Cell Phone _____

Property Address (if any)

316 Clark St

Signature *Walter Krzeczowski* Date 09/22/2014
☐ Buyer ☒ Seller (Check One) Date _____

Print Name Walter Krzeczowski

Home Phone 734 564 9860

Email Address WK48150@YAHOO.COM

Wyandotte MI 48192



For and in consideration of the mutual covenants, conditions, agreements and representations herein set forth, the parties agree to amend the Purchase Agreement as follows:

The Seller, Walter Krescowski, and the purchaser, The City Of Wyandotte, acknowledge that Mary Jo DeJulian/Real Estate One is acting as a Transaction Coordinator in this sales transaction.

The Seller, Walter Krzeckowski, agrees to pay Real Estate One/Mary Jo DeJulian \$1000.00 to transact this sale. This fee will come out of the sellers net proceeds at closing.

Mary Jo DeJulian/Real Estate One will order title work through First American Title Insurance Agency located at 22355 West Rd, Woodhaven, MI 48183.

Except as set forth in this Addendum, the Purchase Agreement shall remain in full force and effect in all respects as originally written. In the event of any inconsistencies or conflicts between the terms of this Addendum and the Purchase Agreement, the terms of this Addendum shall govern.

Witness	Buyer City OF Wyandotte	Date
---------	-------------------------	------

Witness _____ Buyer 3/11/11 Date

Witness	Seller Walter Krzeczowski	Date
---------	---------------------------	------

Witness _____ Seller _____ Date _____

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 29, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 316 Clark in the amount of \$25,000.00 to be appropriated from TIFA Area Funds; AND

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

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 29, 2014

AGENDA ITEM # 11

ITEM: Purchase of a F450 Lift Truck for the Department of Public Service (DPS)

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Public Service (DPS) is in need of replacing the 21 year old #86 , 1993 F450 Stake Body & Lift Truck. This vehicle is utilized for all special events, elections, moving large items, supplies and surplus food. The Recreation Department also utilizes this vehicle. When this vehicle is out of service our option is to borrow a similar vehicle from the School Board.

Based on the condition of the current vehicle, age of vehicle, cost of necessary repairs and the utilization of the vehicle to provide services, this vehicle should be replaced.

I recommend utilizing the State of Michigan Procurement Contract with Gorno Ford of Woodhaven (see attached) with a purchase price of \$38,825.00, to avoid any interruption of the above activities.

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 Gorno Ford, Woodhaven, Michigan in an amount of \$38,825.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The necessary budget amendment is included in a separate item on this City Council agenda. There is no net increase to total expenditures in the 2014 FY General Fund budget as a result of this purchase.

IMPLEMENTATION PLAN: Utilize lift truck for various activities at the DPS.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Quote from Gorno Ford; Pictures of Vehicle #86

EDDIE WILLIAMS
GORNIO FORD
WOODHAVEN, MI
CELL 313-319-3431, PH 734-671-4893, FAX 734-671-4375

9/02/2014

DAVE
WYANDOTTE DPW
PH 734-324-4587

~~FAX 734-324-4587~~

2015 FORD F350 CHASSIS 4x2

6.2L V8, 6 SPD AUTO, AM/FM STEREO, 3.73 AXLE RATIO, 14,000 LB GVW, 165"
WB, 40/20 SEATING, ENGINE BLOCK HEATER, 84" CA, TILT WHEEL

BASE	\$23,703.00
<u>CHASSIS OPTIONS</u>	
CLOTH TRIM	125.00
CHROME FRONT BUMPER	150.00
A/C	800.00
LIMITED SLIP REAR AXLE	350.00
SLIDING REAR WINDOW	125.00
EXTRA HD SUSPENSION	125.00
SPARE TIRE	350.00
8 1/2 BOSS SNOW PLOW	9,995.00

* 2015 FORD F450 CHASSIS 4x2

5 SPD AUTO, , 6.8L 362 HP V10, AM/FM STEREO, 4.88 AXLE 16,500 GVW ,
165"WB, 40/20/40 SEATING, ENGINE BLOCK HEATER, 60" CA, TILT WHEEL

BASE	\$27,621.00
<u>CHASSIS CHANGES</u>	
CLOTH TRIM	125.00
* LIMITED SLIP REAR AXLE	360.00
* CAB STEPS	359.00
* SPARE TIRE & WHEEL	350.00
* 8 1/2 Boss Snow Plow	9,995.00
<u>BODY SPECS & OPTIONS</u>	
* 12' FLAT BED, WOODDECK, 16" ON CENTER	
* W/ACC BUMPER & HEADBOARD	3,795.00
* STAKES FOR FLAT BED	1,595.00
* BINDER RAIL	450.00
* RAIL GATE, 1600 LB CAPACITY(STEEL)	4,295.00
CHANGE TO 2,000 LB CAPACITY	695.00

SINCERELY
EDDIE WILLIAMS

Gornio Ford

Total Price
38,825.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B1300005

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gorno Ford	Jim Agney	jagney@gornoford.com
22025 Allen Rd	TELEPHONE	CONTRACTOR #, MAIL CODE
Woodhaven, MI 48183	(734) 671-4033	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Dan Smith	517-334-7767	smithd4@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Vehicles, Patrol and Passenger Vehicles, Trucks, Vans, Cab & Chassis

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2015	2, 1yr	September 30, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Firm Fixed	MDOT-Delivered MiDeal & Transit Agencies - Dealership	Various	Woodhaven, MI

ALTERNATE PAYMENT OPTIONS:

☐ P-card ☐ Direct Voucher (DV) ☐ Other ☒ AVAILABLE TO MIDEAL PARTICIPANTS ☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	1yr	December 21, 2013

VALUE/COST OF CHANGE NOTICE:

\$0.00

ESTIMATED REVISED AGGREGATE CONTRACT VALUE:

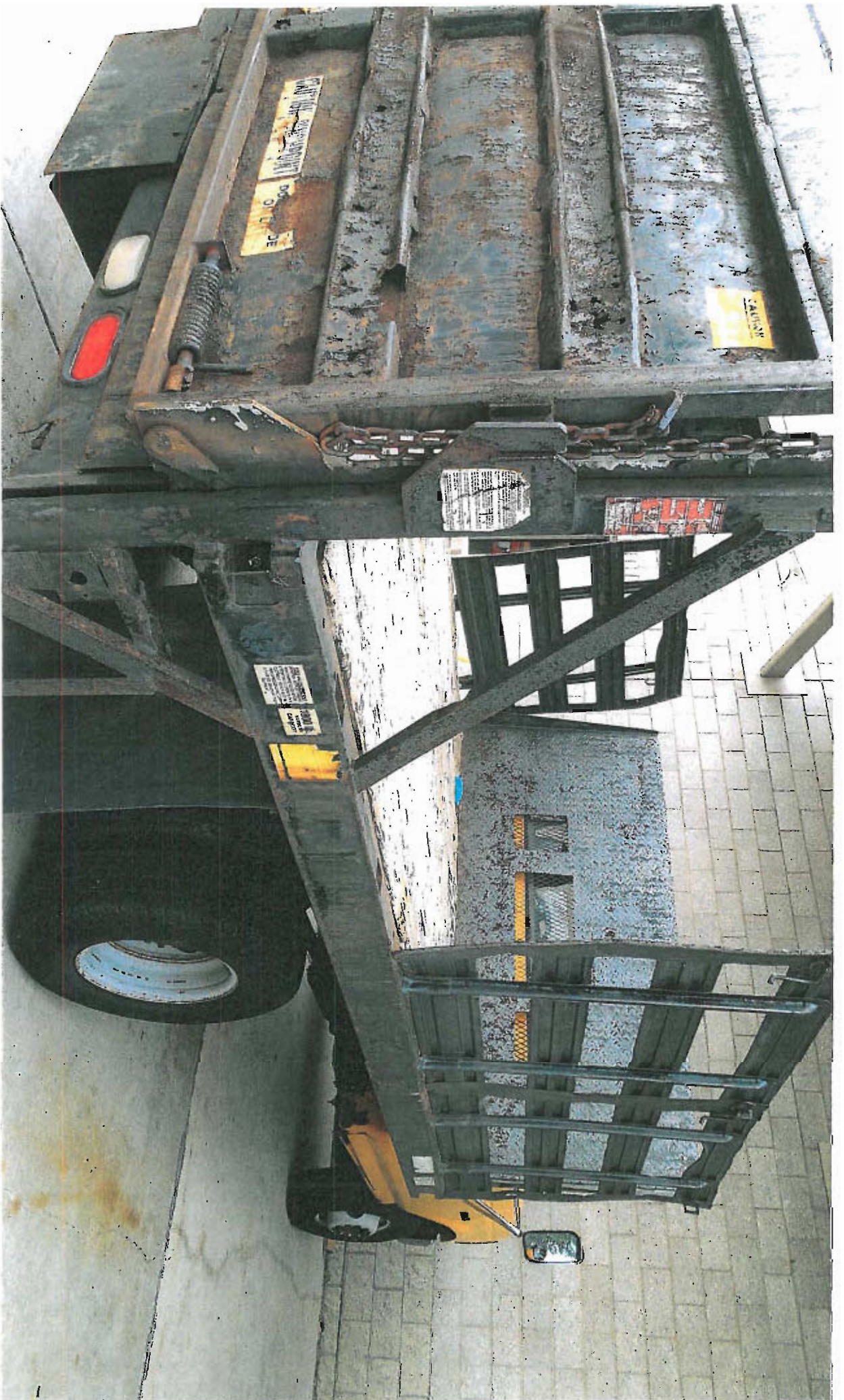
\$1,615,494.00

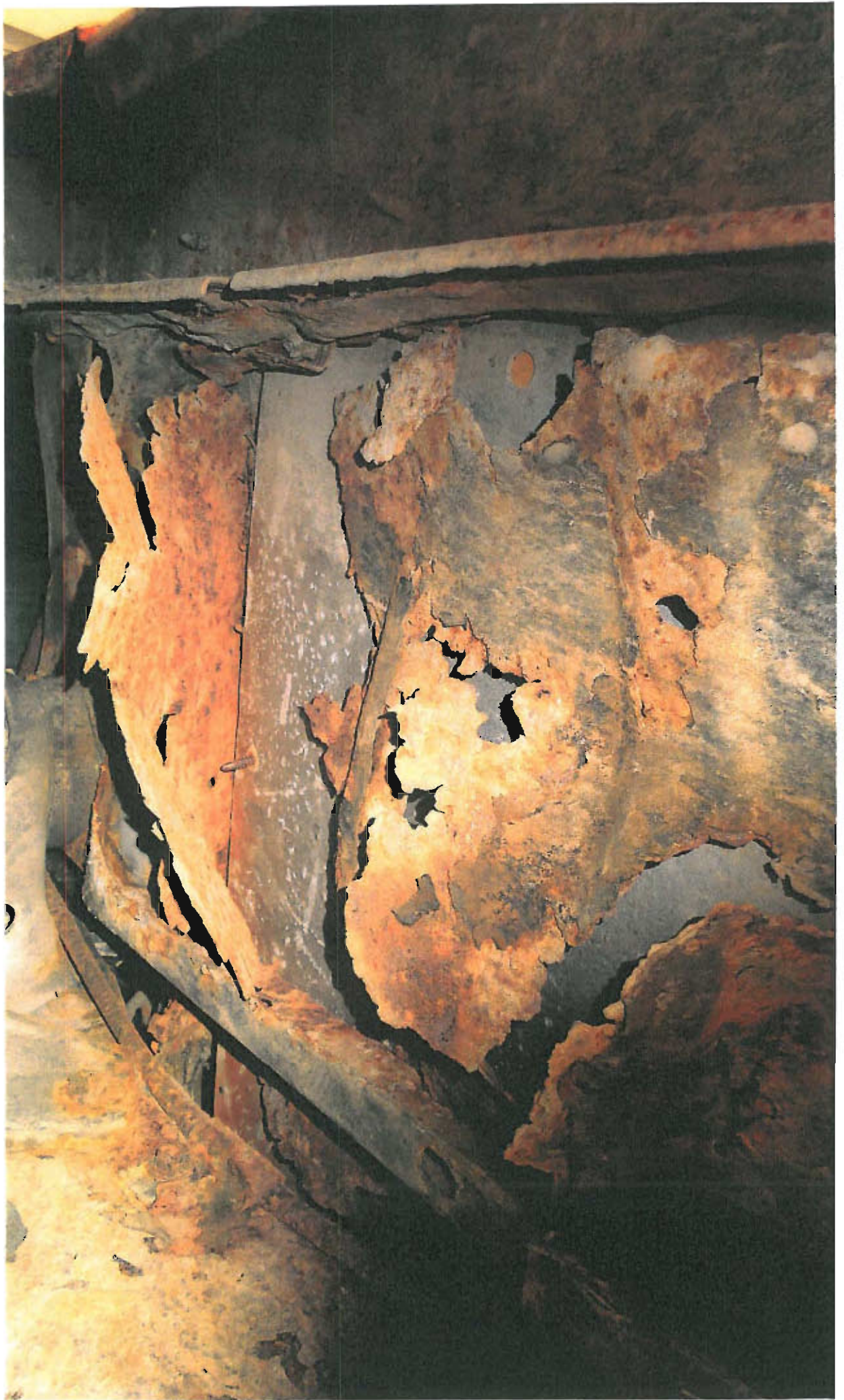
The listed dealership is a participant of a State pre-qualified program. Pre-qualified dealers are invited to participate in periodic bid cycles, if pricing cannot be held. As a result of the most recent bid cycle, effective December 17, 2012, contract vehicle pricing is REVISED per attached spreadsheet.

All other terms, conditions, specifications, and pricing remain unchanged.

Per vendor, agency agreement and DTMB Procurement approval.





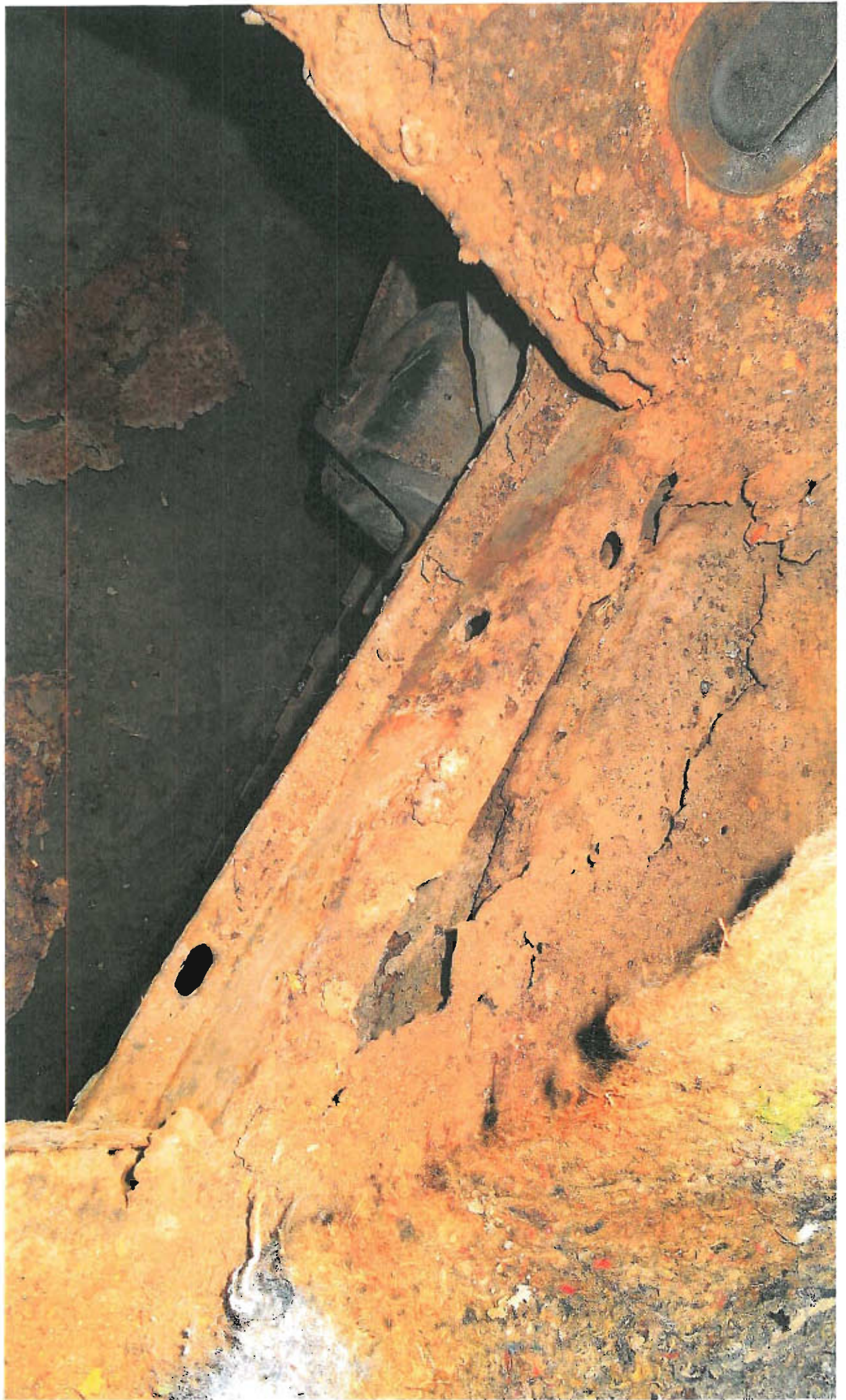












MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 29, 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 Gorno Ford, Woodhaven, Michigan, in the amount of \$38,825.00 to purchase a F450 Lift Truck 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 29, 2014

AGENDA ITEM #

12

ITEM: Purchase Agreement to sell City owned property known as former 360-366 Cherry/3535 4th Street

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 9-24-14

BACKGROUND: The former 360-366 Cherry/3535 4th Street was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. Kimberly and Diamond Ferraiuolo, are proposing to construct a two (2) story single family home consisting of approximately 2,066 square feet, 3 bedrooms, 2.5 baths, full basement and detached garage. The exterior will be vinyl with a brick skirt to the first floor.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by:

1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. 3. Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

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

IMPLEMENTATION PLAN: Execute Purchase Agreement and close on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Shirley

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION:

Joseph R Peterson

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

MODEL RESOLUTION:

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

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wyandotte, Wayne County, Michigan, described as follows:
Lot 14, Block 109, Plat of Part of Wyandotte, as recorded in Liber 1, Page 56 and 57 of Plats WCR being known as the Former
360-366 Cherry and 3535 4th Street now known as 364 Cherry Street, and to pay therefore the sum of Ten Thousand Dollars &
00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon
the following conditions:

THE SALE TO BE CONSUMMATED BY

PROMISSORY NOTE/MORTGAGE SALE

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$10,000.00 plus closing costs to be determined at closing</u> shall be paid by a Promissory Note to the Seller when the above described property is sold, refinanced, foreclosed, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. See Paragraph 13 for terms of mortgage.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
Purchaser's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Seller's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____
Possession	If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

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

IN PRESENCE OF:

L. S.
Purchaser

L. S.
Purchaser

Address _____
Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____
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:

L. S.
Seller

L. S.
Seller

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

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S.
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
 - o Approximately 2,066 square feet with 3 bedrooms, 2.5 baths as indicated on Attachment A
 - o Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump. See Attachment B
 - o Exterior to be vinyl with a brick skirt to the first floor.
 - o Detached garage.
 - o Home must meet all current zoning requirements.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1 kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will result in Seller's right to repurchase property including any improvements for one (\$1.00) dollar. A Deed Restriction will be placed on the property which will include this contingency.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts: electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.

Kimberly Ferraiuolo
Diamond Ferraiuolo

Kimberly Ferraiuolo Purchaser
Diamond Ferraiuolo Purchaser
Diamond Ferraiuolo
2859 Wixom Road
Milford, Michigan 48381

Dated: 9-19-14

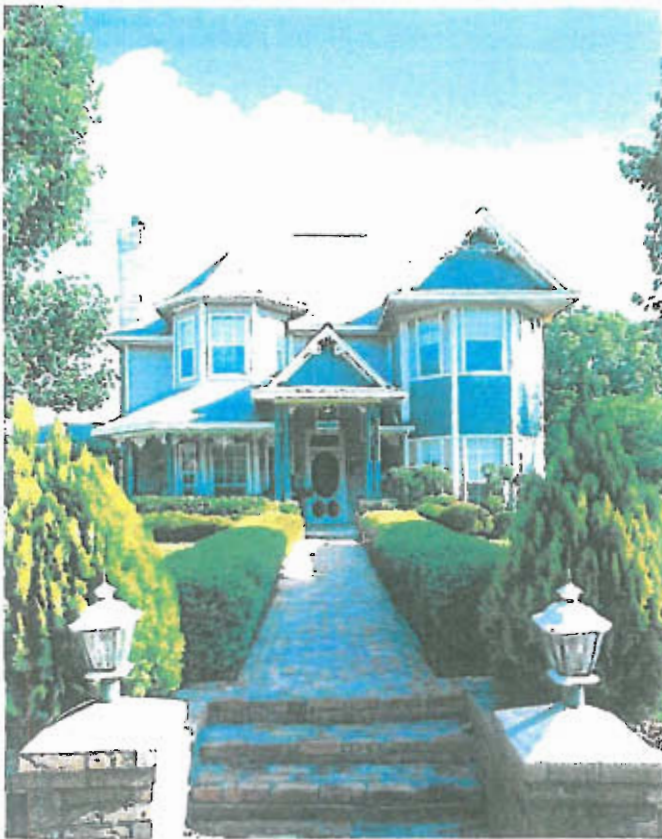
CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor

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

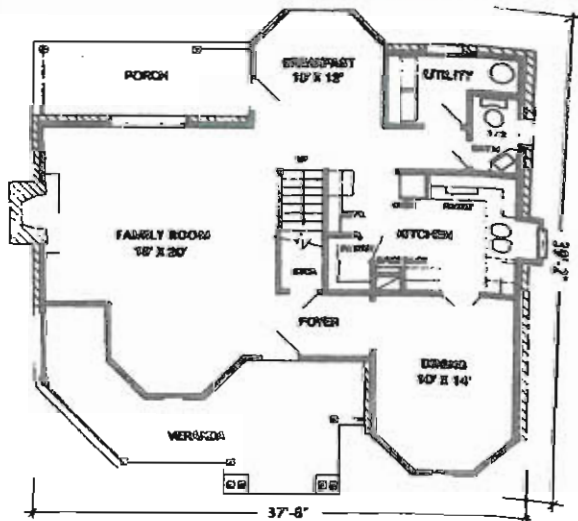
Dated: _____

Legal Department Approval _____

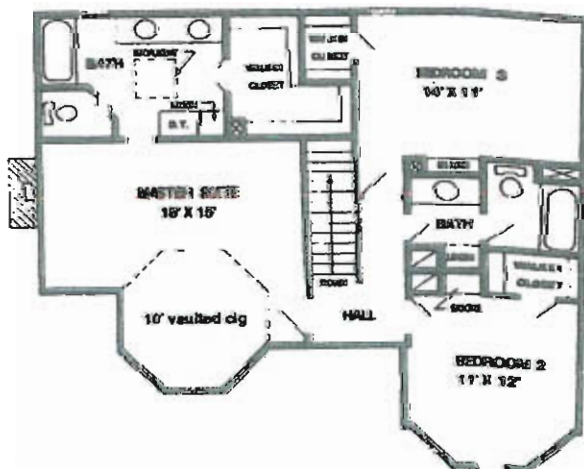


House Plan Specifications

Number of Bedrooms: 3
 Number of Bathrooms: 2.5
 Width of House: 38 feet
 Depth of House: 40 feet
 First Floor: 897 sq. ft.
 Second Floor: 1069 sq. ft.
 Total Living Area: 2066 sq. ft.
 Does not include Garage,
 Covered Porch, Deck, Patio,
 Storage options (storage, etc.)
 Garage Size: 2 Car
 Foundation Type(s)
 available for this plan: *Basement*
 Style of House: Victorian
 Exterior Wall Structure: 2x4 studs
 Roof Peak: 31 feet
 from Front Door Floor Level



1st
Floor



2nd
Floor



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

Department of Engineering and Building
City of Wyandotte, Michigan

Mark A. Kowalewski,
City Engineer

INSTRUCTIONS AND CONDITIONS

Delivery

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

Separate Proposals

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

Expeditious Agreement

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

Terms of Sale

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

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

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

As Is Condition

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

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

Title Insurance

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

Taxes and Prorated Items

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

Neighborhood Enterprise Zones (NEZ)

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

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

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

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

Closing Fee

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

Subdivision Precluded

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

Dirt Removal

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

Subject to Easement

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

Building Permit Prior to Closing

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

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

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

Timely Development

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

Guideline Price Not Binding

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

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

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

Reservation

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

REQUIREMENTS

Sales Price

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

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

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

Disclosure and Anti-Collusion

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

Deposit

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

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

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

Evaluation

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

Equalization Factor

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

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

Proof of residency will be required upon request.

BUILDING REQUIREMENTS

Harmony with Adjoining Residential Properties

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

Building Features

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

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

Suggested Minimum Features

One Story Building Minimum Features:

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

Two Story Building Minimum Features:

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

Corner Lots:

- a. Wrap around porches

BUILDING REQUIREMENTS

Required Feature

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

Standards

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

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

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

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

Date: _____

TO: The City Engineer
Wyandotte, Michigan

Location of Parcel: _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- ☐ INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- ☐ COMPREHENSION: Understanding Specifications including expeditious agreement, Council approval, permit prior to closing, and commitment to develop within six (6) months.
- ☐ PROPOSED BUILDING FEATURES: **PROPOSAL MUST BE ATTACHED.**
- ☐ AMOUNT PROPOSED: _____ Dollars
(\$ _____)
- ☐ DEPOSIT: Ten Percent (10%) of above amount enclosed. Check No. _____
- ☐ EXECUTED ANTI-COLLUSION AFFIDAVIT to be attached.

CHECK ONE:

Proposal Maker will build home to reside in. ☐

Proposal Maker will build home for sale. ☐

SIGNATURE: _____

NAME: _____
Please print

ADDRESS: _____
Please print

Please print

Phone: _____

ANTI-COLLUSION AFFIDAVIT

NOTE: The affidavit set forth before MUST be executed on behalf of the proposal makers and furnished with every proposal.

STATE OF MICHIGAN
COUNTY OF WAYNE

_____, being first duly sworn, deposes and says he/she is the
_____ of _____
(Title) (Name of Company)

the proposal maker which has submitted, on the _____ day of _____,
to the City of Wyandotte, Michigan, a proposal for: Parcel No. _____
known as _____

all as fully set forth in said proposals. The aforementioned proposal maker constitutes the only person, firm or corporation having any interest in said proposal or in any contract, benefit or profit which may, might or could accrue to, or grow out of the acceptance in whole or in part of said proposal, except as follows: _____

Affiant further states that said proposal is in all respects fair and is submitted without collusion or fraud; and that no member of the City Council, or officer or employee of said City is directly or indirectly interested in said proposal.

Affiant Signature

SWORN to and subscribed before me, a Notary Public, in for the above name State and County this
_____ day of _____, 20____.

Notary Public: _____
My Commission Expires: _____

CITY OWNED PROPERTY AVAILABLE FOR THE CONSTRUCTION OF SINGLE FAMILY HOMES

LOTS LOCATED IN THE NEIGHBORHOOD ENTERPRISE ZONE (NEZ 1 AND 2) BETWEEN EUREKA AND GROVE

ADDRESS	STREET	LOT SIZE	ADDRESS	STREET	LOT SIZE
3626	3rd	50 130	615	Orchard	50 140
3740	9th	60 100	*733-737	Pine	50 140
*360-366	Cherry	50 140	755	Pine	50 140
425	Cherry	50 140	846	Pine	50 140
757	Cherry	50 140	864-868	Pine	50 140
816	Cherry	50 140	763	Plum	50 140
824	Cherry	50 140	835	Plum	50 140
534	Orange	50 140	*912	Plum	50 140
664	Orange	50 140			
736	Orange	50 140			

LOTS LOCATED IN THE NEIGHBORHOOD ENTERPRISE ZONE (NEZ 3) BETWEEN ALKALI AND FORD AVENUE

ADDRESS	STREET	LOT SIZE	ADDRESS	STREET	LOT SIZE
1736-1744	2nd	65 130	304-312	Ford	73 107
1745	2nd	52 100	1839	McKinley	60 100
1757	2nd	56 100	1842-1850	McKinley	45 100
1874	3rd	60 100	1851-1857	McKinley	60 100
1725-1727	4th	90 100	1865-1869	McKinley	67 100
1756-1762	4th	60 110	1874	McKinley	60 100
1827-1833	5th	90 100			
1851	5th	45 110			
1703	5th	60 120			

LOTS NOT LOCATED IN THE NEIGHBORHOOD ENTERPRISE ZONE (NEZ)

ADDRESS	STREET	LOT SIZE	ADDRESS	STREET	LOT SIZE
*1522	10th	66 130	522-534	Clinton	80 73.89
3437	11th	60 105	*626	Clinton	50 140
3407	12th	62 100	1078	Cora	80 138
3515-3521	13th	60 99.5	1598	Cora	50 157
452	2nd	84 125	*434	Elm	50 140
668-680	4th	50 104	632	Garfield	54.2 104.4
2080	4th	84.84 100	635	Lincoln	68.48 108.9
839	5th	45 109	659	Lincoln	60 108.9
846-858	5th	90 107	430	Maple	50 140
901-911	5th	70 110	1101	Maple	50 140
1031	6th	70 101	1430	Maple	60 140
833	7th	90 100	1515	Maple	50 140
1722	7th	60 101	302	Riverbank	50 256
*1828-1834	7th	60 101	427	Riverbank	50 256.6
1093-1099	8th	90 102	496	Riverbank	50 256
1757	8th	60 101	1008	Sycamore	50 140
831	Antoine	60 105	1265	Sycamore	50 140
1201	Chestnut	50 140 PA Approved	1427	Sycamore	60 112
993	Eureka	56 119	1508	Sycamore	70 112 PA Approved
1007	Eureka	56 119	115	Walnut	50 140
218	Clinton	97.3 74.4	899	Vinewood	50 115
227	Clinton	49.5 100	900	Vinewood	57 110
392	Clinton	60 73	912	Vinewood	57 110

*Indicates property must be sold to an income qualified buyer

Mc KINLEY NEIGHBORS UNITED



PICTURE PORTFOLIO
SUGGESTIONS FOR ARCHITECTURAL DEVELOPMENT

WYANDOTTE'S SOUTH END: A HARMONIOUS BLEND OF OLD AND NEW

3/01/92 (Revised: September 28, 1992)
Second Revision: July 1, 1994)

Mc KINLEY NEIGHBORS UNITED

Welcome to Wyandotte and the McKinley Neighborhood:

This portfolio is designed to be a guide, a representation of what might be accomplished to emphasize the best architectural aspects of the south end of Wyandotte. Wyandotte is a unique city. There is a historic flavor, a harmonious blend of old and new. Many beautiful renovations of existing homes have taken place: some new homes have been designed with an intent to create architectural harmony with these historic homes. As vacant lots become available, Wyandotte faces the task of shaping the environment through new infill construction. The central idea behind good infill construction is a simple one. To a large degree, an infill facade should be designed by those around it. If the design of the new facade grows out of its neighbors, it is sure to be compatible. The appearance of a new home therefore, should be sensitive to the character of its neighbors.

Residents of the McKinley Neighborhood in Wyandotte's south end are working with the City to preserve the Victorian flavor of this quaint old neighborhood. Infill construction featuring Classic Victorian styling is now being highlighted throughout the neighborhood. The Victorian era of architecture (1837-1901) offers homeowners many unique opportunities for elegance in styling when building new single story or two story homes.

Enclosed here are design criteria and architectural renderings that best express what the City of Wyandotte is looking for to achieve this end. In addition to attention to these suggested criteria, please include an inexpensive rendering of your building plans show in elevations. Proposals which demonstrate unique detail and are in keeping with the contextual harmony of the McKINLEY NEIGHBORS will clearly be given selection priority by the City of Wyandotte. Information pertaining to the quality of interior materials that will be used is also recommended. Varied styles are preferred if seeking more than one property.

Design Criteria

(1) The proposed height should be within ten percent (10%) of the average height of the existing adjacent structures.

(2) The relationship of the height to the width of the front facade should also be consistent with the pattern established by existing adjacent structures (see examples below).

Figures A & B below are compatible. Their heights are within the 10% variation. Their height to width relationship is consistent



FIG A

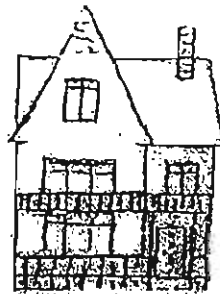


FIG B

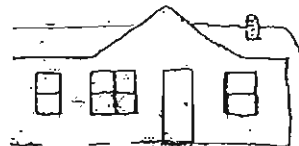


FIG C

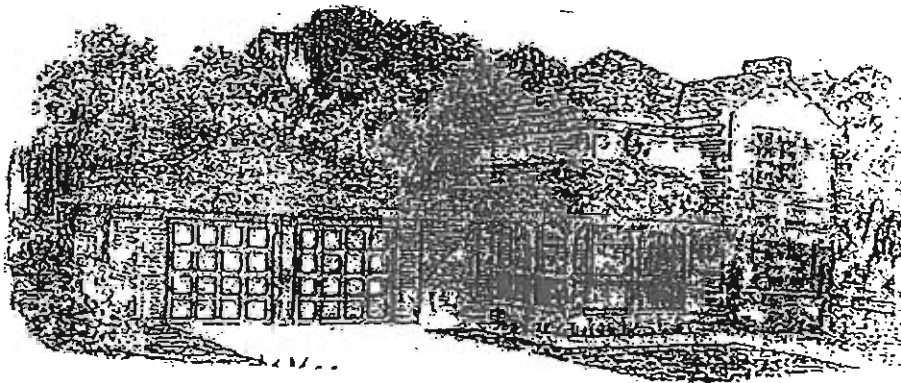
Figure C is not consistent with figures A & B. Figure C's height exceeds the 100% average height variation of A & B. Also, figure C's height to width relationship is disproportionate to A & B. Figure C is too low and too wide to be compatible with its neighboring structures A & B.

(3) The proposed setback should not be more than five percent (5%) in front of or behind the existing setback of adjacent structures.

(3A) Garages should not extend significantly beyond the house but should be subtly integrated with the home itself (see example below). Front loading garages are generally not desirable in the south 'end, as they do not 'fit with the existing, overall street design. Alley and side entrance garages are more congruent with the existing neighborhood.

Garages placed in front of the living quarters, becoming the predominant feature in the front yard, are undesirable.

Proposals which follow these guidelines will be given priority.



(4) The rhythm of structural mass to voids (openings) across the front facade should be consistent with the pattern established by existing adjacent structures.

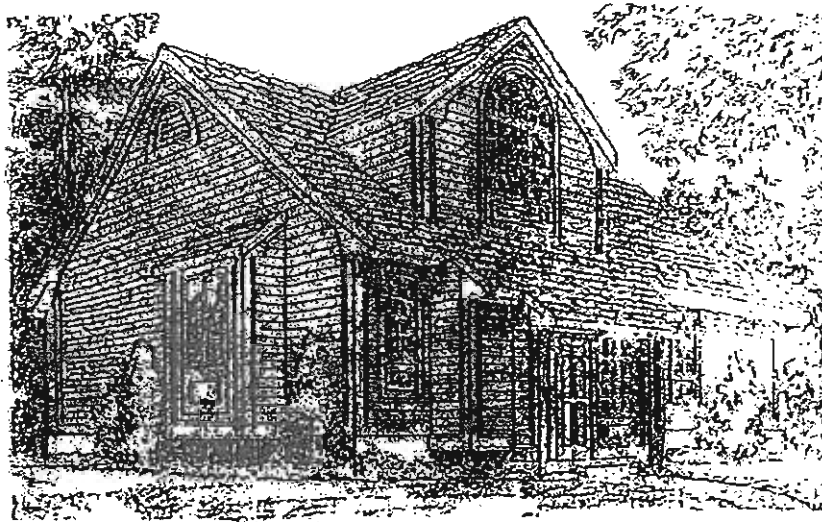
(5) The relationship of the height to the width of windows, doors, and other openings should be consistent with the patterns established by existing adjacent structures. Balance and harmony are clearly affected by window placement (see examples that follow).

(6) The rhythm of structural mass to open space between structures should be consistent with the pattern established by existing adjacent structures.

(7) The rhythm created by the placement of sidewalks, entrances, steps, porches, and canopies should be consistent with the pattern established by existing adjacent structures.

(8) The proposed architectural details, including, but not limited to cornices, lintels, arches, balustrades, chimneys, porches, bays, railings, cupolas, gable ends, brackets, and iron work should be appropriate for the style of the structure on which they are to be used and in pleasing proportions to the whole,

(The following are examples of desirable porch and trim details which add to the unique character of many existing South End homes.)



This more modern, energy saving home, is an example of the kind of simple, yet unique detail sought in the McKinley Neighborhood. Window trim, and gabled window dormer add style and appeal.

(9) Construction materials should be the same type as those that have already been heavily used in existing adjacent structures and their size shall be in pleasing proportion to the whole.

(10) Textures of the building materials should relate to and complement the predominant textures of the materials used in existing adjacent structures.

(11) Colors, whether of natural materials such as brick, or stone, or applied colors such as paint and pre-colored siding, should relate to and complement the colors used on existing structures.

(12) ...Roof shape, and skyline should relate to the predominant styles of existing adjacent structures.

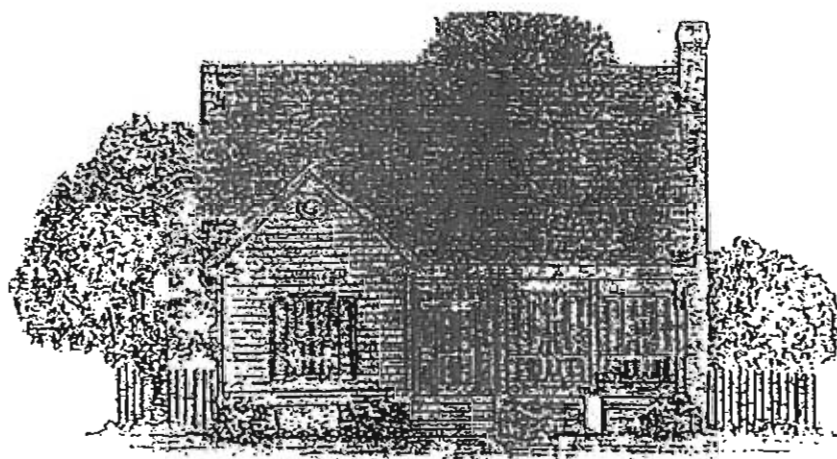
(13) Landscape designs and choices of plant material should be appropriate to the character of the neighborhood.

(14) Ground covers (i.e., brick, paving, block, concrete, slate, etc.) should be of the same types as those already heavily used around existing adjacent structures.

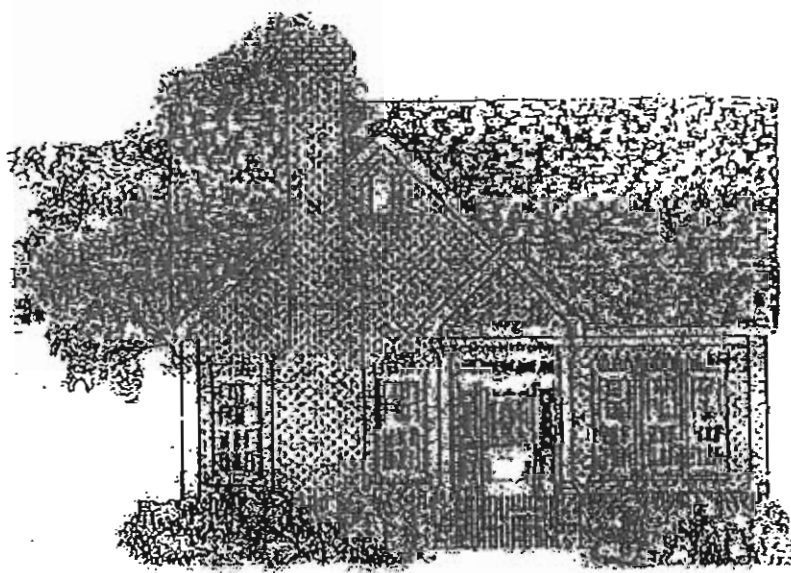
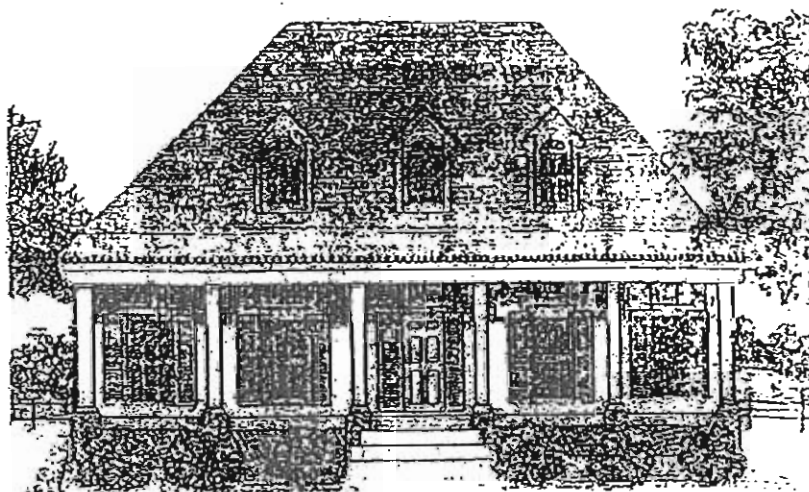
(15) Special attention should be paid to ensure proper drainage on the property, with the brick shelf being consistent (not above or below) adjoining homes.

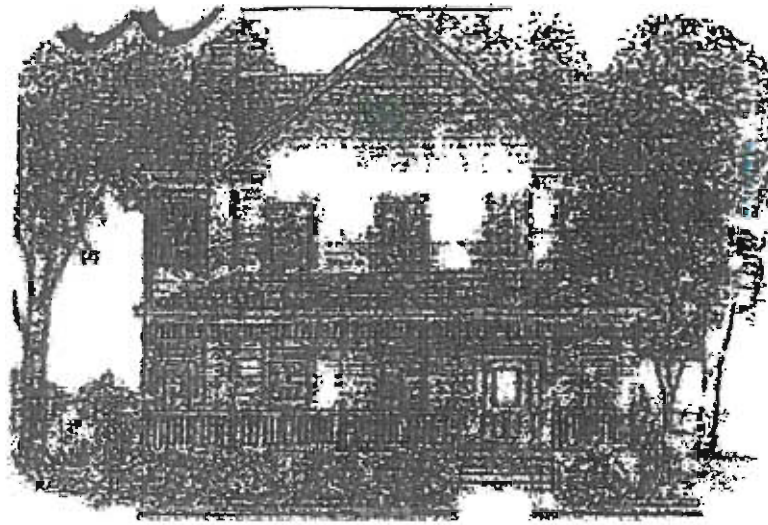
(16) Special attention should also be paid to 'clean up of the construction sites. Builders who dump materials, creating an eyesore or health hazard for the neighbors will cease to be considered for further business with the city.

Although each of these homes is quite different architecturally, note the window balance achieved in each. Windows are placed in balance to create a smooth passage for the viewing eye:

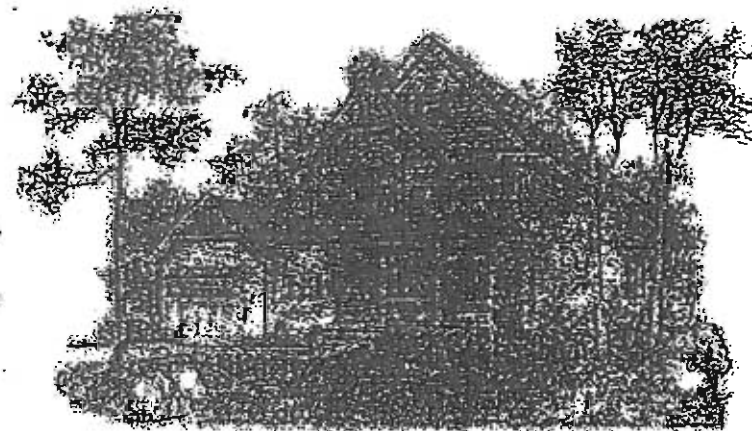


Window Balance





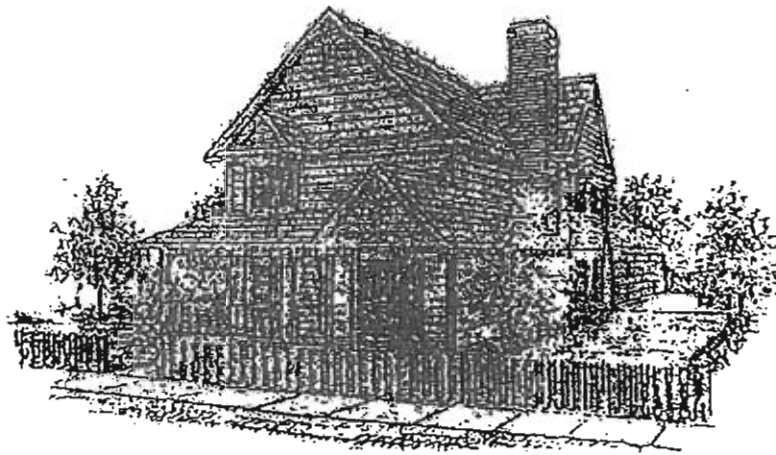
Appealing trim and the wrap-around porch lends both warmth and livability to this house.



Victorian homes are well known for their orientation on narrow building sites. This house is only 38 feet wide. Window design, porch, trim, again add style and livability. The front loading garage is blended subtly into the front facade and does not protrude ignorantly beyond the front of the living area.



This small home displays window shutters and wood trim to create an effect seen throughout the McKinley Neighborhood.



Victorian styling and beauty are captured in this classic design. Fish-scale shingles, bay windows, and lots of gingerbread give this home appeal and interest. This home is designed with attention to several unique South End features including a narrow lot and back alley access. The location of the attached garage is ideal for corner lots.

RESOLUTION

Wyandotte, Michigan
Date: September 29, 2014

RESOLUTION by Councilperson _____

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

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 360-366 Cherry and 3535 4th Street to Kimberly and Diamond Ferraiuolo for the amount of \$10,000.00; AND

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

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 360-366 Cherry/3535 4th Street, between Kimberly and Diamond Ferraiuolo and the City of Wyandotte for \$10,000 as presented to Council on September 29, 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

13

MEETING DATE: September 29, 2014

AGENDA ITEM # _____

ITEM: 2014 Fiscal Year Budget Amendments

PRESENTER: Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Budget amendments are required to meet General Fund and Special Revenue Fund obligations.

STRATEGIC PLAN/GOALS: To comply with all the requirements of our laws and regulations. The budget amendments keep the City in compliance with Public Act 621 of 1978.

ACTION REQUESTED: Adopt the resolution concurring with the Deputy Treasurer/Assistant Finance Director's recommendation of the 2014 Fiscal Year budget amendments.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: See attachment A.

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation. *Shugdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation. *Joseph R. Peterson*

LIST OF ATTACHMENTS:

1. Budget amendments (attachment A)
2. Department requests/information

MODEL RESOLUTION:

RESOLVED BY CITY COUNCIL that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2014 Fiscal Year Budget amendments as outlined in this communication.

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
DDA-TIF	499-200-926-790	Miscellaneous	\$15,499.00	\$23,802.23	\$8,303.23
	499-200-925-801	Business Assistance Program	\$44,000.00	\$47,500.00	\$3,500.00
	499-200-850-542	Fort St. Sign/Fountain/Purple Heart	\$8,000.00	\$8,993.13	\$993.13
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$12,796.36</u>

Increase line item to cover utility expenses at 3061 Biddle Avenue (Sears Building).

General Fund	101-448-750-270	Building Maintenance	\$90,000.00	\$100,000.00	\$10,000.00
	101-448-825-420	Building Services	\$45,000.00	\$35,000.00	(\$10,000.00)
	101-448-725-115	Salary-Seasonal (PT)	\$134,000.00	\$160,000.00	\$26,000.00
	101-448-750-221	Meal Tickets	\$1,800.00	\$2,300.00	\$500.00
	101-448-725-110	Salary-DPS	\$675,990.00	\$649,490.00	(\$26,500.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

Amend DPS line items per request of City Engineer (attachments).

General Fund	101-750-825-920	Water-Recreation	\$3,500.00	\$2,200.00	(\$1,300.00)
	101-750-825-910	Electric-Recreation	\$19,000.00	\$20,300.00	\$1,300.00
	101-755-750-220	Operating Expenses-Pool	\$600.00	\$500.00	(\$100.00)
	101-755-825-910	Electric-Pool	\$1,100.00	\$1,200.00	\$100.00
	101-756-825-910	Electric-Yack	\$105,000.00	\$102,320.00	(\$2,680.00)
	101-756-825-930	Heat (Gas)-Yack	\$35,000.00	\$37,500.00	\$2,500.00
	101-756-825-920	Water-Yack	\$4,200.00	\$4,300.00	\$100.00
	101-756-925-796	License Fees-Beer/Wine-County Health	\$1,300.00	\$1,380.00	\$80.00
Golf Course Fund	525-750-750-255	Credit Card Fees/Expense	\$3,500.00	\$4,700.00	\$1,200.00
	525-750-925-770	Taxes	\$300.00	\$1,950.00	\$1,650.00
	525-750-725-116	Salary-Cashiers, Rangers, Starters	\$51,500.00	\$48,650.00	<u>(\$2,850.00)</u>
Total Increase/(Decrease) in Expenses/(Revenues)					\$0.00

Amend Recreation/Yack/Golf line items per Superintendent (attachment).

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-172-825-390	Copier	\$10,000.00	\$12,600.00	\$2,600.00
	101-215-825-370	Copier	\$7,600.00	\$10,200.00	\$2,600.00
	101-215-750-210	Office Supplies	\$7,500.00	\$4,900.00	(\$2,600.00)
	101-301-825-390	Copier	\$21,026.00	\$15,426.00	(\$5,600.00)
	101-440-825-390	Copier	\$2,300.00	\$2,800.00	\$500.00
	101-440-725-115	Salary-PT	\$51,204.00	\$50,704.00	(\$500.00)
	101-448-825-390	Copier	\$1,200.00	\$4,200.00	\$3,000.00
	101-750-825-390	Copier	\$5,000.00	\$26,600.00	\$21,600.00
	101-750-725-115	Salary-PT	\$120,000.00	\$98,400.00	(\$21,600.00)
Total Increase/(Decrease) in Expenses/(Revenues)					\$0.00

Amend line items related to copier due to billing errors.

General Fund	101-136-725-110	Salary (Court)	\$343,722.00	\$344,772.00	\$1,050.00
	101-136-725-115	Salary-PT (Court)	\$215,520.00	\$214,463.00	(\$1,057.00)
	101-136-725-167	Retiree Health Care (RHS Plan)	\$5,200.00	\$5,207.00	\$7.00
	101-172-725-110	Salary (Finance)	\$332,662.00	\$336,237.00	\$3,575.00
	101-172-725-115	Salary-PT (Finance)	\$27,937.00	\$24,362.00	(\$3,575.00)
	101-215-725-120	Overtime (Clerk)	\$500.00	\$600.00	\$100.00
	101-215-725-150	FICA (Clerk)	\$11,110.00	\$11,010.00	(\$100.00)
	101-253-725-110	Salary (Treasurer)	\$53,830.00	\$50,480.00	(\$3,350.00)
	101-253-725-115	Salary-PT (Treasurer)	\$9,568.00	\$12,918.00	\$3,350.00
	101-301-725-110	Salary (Police)	\$2,257,392.00	\$2,228,992.00	(\$28,400.00)
	101-301-725-115	Holiday Pay (Police)	\$105,864.00	\$106,589.00	\$725.00
	101-301-725-120	Overtime (Police)	\$102,000.00	\$135,750.00	\$33,750.00
	101-301-725-150	FICA (Police)	\$49,965.00	\$44,965.00	(\$5,000.00)
	101-301-725-167	Retiree Health Care (RHS Plan)	\$5,200.00	\$5,350.00	\$150.00
	101-301-725-175	LTD (Police)	\$6,377.00	\$5,152.00	(\$1,225.00)
	101-336-725-115	Holiday Pay (Fire)	\$88,895.00	\$89,420.00	\$525.00
	101-336-725-120	Overtime (Fire)	\$100,000.00	\$98,825.00	(\$1,175.00)
	101-336-725-180	Food Allowance (Fire)	\$26,600.00	\$27,250.00	\$650.00
	101-750-725-170	Life Insurance (Recreation)	\$301.00	\$339.00	\$38.00
	101-750-725-175	LTD (Recreation)	\$375.00	\$337.00	(\$38.00)
	101-756-725-140	Retirement Contribution-DC (Yack)	\$5,081.00	\$5,092.00	\$11.00
	101-756-725-175	LTD (Yack)	\$147.00	\$136.00	(\$11.00)
	101-775-725-140	Retirement Contribution-DC (YAP)	\$3,031.00	\$3,037.00	\$6.00

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
	101-775-725-175	LTD (YAP)	\$88.00	\$82.00	(\$6.00)
	101-800-725-115	Salary-PT (Museum)	\$47,060.00	\$42,655.00	(\$4,405.00)
	101-800-725-120	Overtime (Museum)	\$0.00	\$4,400.00	\$4,400.00
	101-800-725-140	Retirement Contribution-DC (Museum)	\$8,649.00	\$8,654.00	\$5.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

Amend salary and fringe benefit line items for various reasons.

General Fund	101-840-725-110	Salary (Election Commission)	\$12,500.00	\$16,075.00	\$3,575.00
	101-840-725-120	Overtime (Election Commission)	\$2,000.00	\$2,100.00	\$100.00
	101-840-750-220	Operating Expenses	\$10,992.00	\$7,392.00	(\$3,600.00)
	101-840-825-490	Contractual Services	\$15,909.62	\$19,484.62	\$3,575.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$3,650.00</u>

Increase Election Commission line items due to special city election.

General Fund	101-253-750-210	Office Supplies	\$1,500.00	\$2,000.00	\$500.00
	101-253-850-510	Office Equipment & Maintenance	\$1,000.00	\$500.00	(\$500.00)
	101-301-725-190	Uniforms	\$37,200.00	\$37,300.00	\$100.00
	101-301-750-490	Test Administration	\$2,000.00	\$2,800.00	\$800.00
	101-301-825-910	Electric	\$115,000.00	\$114,100.00	(\$900.00)
	101-336-825-910	Electric	\$25,000.00	\$27,000.00	\$2,000.00
	101-336-825-930	Heat (Gas)	\$20,000.00	\$18,000.00	(\$2,000.00)
	101-440-825-375	Computer Services	\$10,600.00	\$12,100.00	\$1,500.00
	101-440-725-115	Salary-PT	\$51,204.00	\$49,704.00	(\$1,500.00)
	101-800-825-940	Telephone	\$2,200.00	\$3,200.00	\$1,000.00
	101-800-925-730	Automobile	\$160.00	\$310.00	\$150.00
	101-800-825-910	Electric	\$6,700.00	\$5,550.00	(\$1,150.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

Amend various line items for a variety of reasons.

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-209-725-165	Prescription Drug Coverage	\$2,184.00	\$10,084.00	\$7,900.00
	101-209-725-160	Medical Insurance	\$17,143.00	\$12,143.00	(\$5,000.00)
	101-209-725-110	Salary	\$47,021.00	\$45,521.00	(\$1,500.00)
	101-209-725-145	Retirement Contribution-DB	\$21,944.00	\$20,544.00	(\$1,400.00)
	101-302-725-110	Salary (DCD)	\$239,962.00	\$216,712.00	(\$23,250.00)
	101-302-725-115	Salary-PT (DCD)	\$186,107.00	\$199,457.00	\$13,350.00
	101-302-725-117	Comp Time (DCD)	\$4,500.00	\$4,825.00	\$325.00
	101-302-725-120	Overtime (DCD)	\$60,000.00	\$65,825.00	\$5,825.00
	101-302-725-145	Retirement Contribution-DB	\$25,317.00	\$29,067.00	\$3,750.00
	101-303-725-115	Salary-PT (DCAC)	\$32,432.00	\$27,575.00	(\$4,857.00)
	101-303-725-120	Overtime (DCAC)	\$2,000.00	\$2,850.00	\$850.00
	101-303-725-140	Retirement Contribution-DC	\$6,868.00	\$6,875.00	\$7.00
	101-303-725-160	Medical Insurance	\$22,993.00	\$17,493.00	(\$5,500.00)
	101-303-725-165	Prescription Drug Coverage	\$3,526.00	\$7,026.00	\$3,500.00
	101-303-725-185	Workers Comp-Expense	\$1,000.00	\$2,250.00	\$1,250.00
	101-303-825-220	Operating Expenses	\$11,200.00	\$13,200.00	\$2,000.00
	101-303-825-910	Electric	\$6,000.00	\$7,000.00	\$1,000.00
	101-303-825-920	Water	\$750.00	\$1,900.00	\$1,150.00
	101-303-825-930	Heat (Gas)	\$4,250.00	\$4,750.00	\$500.00
	101-303-925-790	Miscellaneous	\$0.00	\$100.00	\$100.00
Total Increase/(Decrease) in Expenses/(Revenues)					\$0.00

Amend Assessor, Downriver Central Dispatch and Downriver Central Animal Control line items.

General Fund	101-136-725-145	Retirement Contribution-DB	\$22,795.00	\$22,800.00	\$5.00
	101-136-725-165	Prescription Drug Coverage	\$10,453.00	\$13,253.00	\$2,800.00
	101-136-725-115	Salary-PT	\$215,520.00	\$212,715.00	(\$2,805.00)
	101-172-725-165	Prescription Drug Coverage	\$8,959.00	\$39,459.00	\$30,500.00
	101-172-725-115	Salary-PT	\$27,937.00	\$24,937.00	(\$3,000.00)
	101-172-725-120	Overtime	\$2,000.00	\$0.00	(\$2,000.00)
	101-172-725-150	FICA	\$28,651.00	\$25,651.00	(\$3,000.00)
	101-172-725-160	Medical Insurance	\$66,805.00	\$53,805.00	(\$13,000.00)

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
	101-177-725-165	Prescription Drug Coverage	\$3,204.00	\$4,004.00	\$800.00
	101-177-725-150	FICA	\$8,610.00	\$7,810.00	(\$800.00)
	101-215-725-165	Prescription Drug Coverage	\$4,116.00	\$9,616.00	\$5,500.00
	101-215-725-160	Medical Insurance	\$22,916.00	\$17,416.00	(\$5,500.00)
	101-301-725-145	Retirement Contribution-DB	1,044,459.00	1,143,559.00	\$99,100.00
	101-301-725-165	Prescription Drug Coverage	68,589.00	73,589.00	\$5,000.00
	101-301-725-160	Medical Insurance	444,408.00	340,308.00	(\$104,100.00)
	101-336-725-145	Retirement Contribution-DB	854,747.00	886,247.00	\$31,500.00
	101-336-725-165	Prescription Drug Coverage	54,949.00	55,449.00	\$500.00
	101-336-725-110	Salary	1,712,320.00	1,702,320.00	(\$10,000.00)
	101-336-725-120	Overtime	100,000.00	78,000.00	(\$22,000.00)
	101-336-725-160	Medical Insurance	349,921.00	340,221.00	(\$9,700.00)
	101-448-725-165	Prescription Drug Coverage	24,758.00	64,758.00	\$40,000.00
	101-448-725-110	Salary	675,990.00	635,990.00	(\$40,000.00)
	101-750-725-165	Prescription Drug Coverage	5,333.00	6,833.00	\$1,500.00
	101-750-725-150	FICA	19,256.00	17,756.00	(\$1,500.00)
	101-775-725-165	Prescription Drug Coverage	966.00	1,166.00	\$200.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>
Amend line items to cover prescription expenses.					
Drug Forfeiture Fund	265-301-925-730	Other Expenses-State	\$36,042.28	\$65,042.28	<u>\$29,000.00</u>
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$29,000.00</u>
Increase Drug Forfeiture Fund expense account.					

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-200-825-397	Ann Arbor Collection Agency	3,000.00	6,000.00	\$3,000.00
	101-200-825-450	Insurance & Casualty	305,000.00	343,550.00	\$38,550.00
	101-200-825-940	Telephone	40,000.00	229,500.00	\$189,500.00
	101-200-850-511	Telephone System-Capital/Maint	3,000.00	5,860.00	\$2,860.00
	101-200-925-780	MESC-Unemployment Expense	10,000.00	13,705.00	\$3,705.00
	101-200-925-785	MI Claims Tax Assessment-BCBS	11,000.00	64,000.00	\$53,000.00
	101-000-600-010	State Revenue-Statutory	(758,752.00)	(817,245.50)	(\$58,493.50)
	101-000-600-020	State Revenue-Constitutional	(1,901,192.00)	(1,929,810.83)	(\$28,618.83)
	101-000-471-010	Permits-Plumbing	(30,000.00)	(45,000.00)	(\$15,000.00)
	101-000-471-012	Permits-Building/Signs	(200,000.00)	(260,000.00)	(\$60,000.00)
	101-000-510-070	NSP 3-Rehab-Disabled Veteran	0.00	(180,000.00)	(\$180,000.00)
	101-000-655-040	Miscellaneous Revenue	(110,000.00)	(60,000.00)	\$50,000.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>(\$1,497.33)</u>
Amend various line items to cover additional collection efforts on ambulance billing, delays in transitioning to the DMS phone system, taxes imposed by the Affordable Care Act, increases in permit revenue, and a reduction in anticipated miscellaneous revenue.					
Building Authority Improvement Fund	295-200-825-329	Cellular Tower Improvements	\$300.00	\$395.00	<u>\$95.00</u>
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$95.00</u>
Increase line item for electric utility bill at Grove St. tower.					
Southgate-Wyandotte Drain O&M Fund	403-200-925-796	Interest-S/W Drain SRF 9/23/11	\$18,007.00	\$26,304.00	<u>\$8,297.00</u>
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$8,297.00</u>
Interest in SRF borrowing by S/W Drain District for FY 2013 (not billed on time).					

City of Wyandotte
Attachment A
Budget Amendments
September 24, 2014

2014 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-448-850-530	Vehicles	\$20,000.00	\$48,117.00	\$28,117.00
	101-448-850-540	Other Equipment	\$15,000.00	\$11,894.00	(\$3,106.00)
	101-000-202-000	Reserve Account - NO BUDGET	\$0.00	\$31,079.81	(\$31,079.81)
	101-440-850-530	Vehicles	\$0.00	\$40,306.00	\$40,306.00
	101-448-750-261	Garage - Gasoline & Oil	\$534,000.00	\$499,762.81	(\$34,237.19)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>
Amend budget to purchase F450 Lift Truck (see 9/29/14 Agenda Item).					
Amend budget to purchase two (2) Ford Escapes for Engineering Department (see 9/29/14 Agenda Item).					
Building Rental Fund	530-444-825-215	Cleaning	\$40,000.00	\$74,000.00	\$34,000.00
	530-444-825-940	Telephone	\$0.00	\$2,000.00	\$2,000.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$36,000.00</u>
Amend Building Rental Fund line items to reflect actual activity.					
UDAG	284-200-925-795	Market Value Adjustment	\$0.00	\$0.00	\$0.00
	284-200-850-560	Land & Buildings	\$50,000.00	\$50,000.00	\$0.00
TIFA	492-200-925-795	Market Value Adjustment	\$0.00	\$0.00	\$0.00
	492-200-850-519	Land Purchases	\$500,000.00	\$500,000.00	\$0.00
	492-200-825-460	Resurfacing	\$750,000.00	\$750,000.00	\$0.00
DDA-TIF	492-000-691-010	Operating Transfers	\$0.00	\$0.00	\$0.00
	499-200-925-795	Market Value Adjustment	\$0.00	\$0.00	\$0.00
	499-200-850-519	Land Purchases	\$57,744.00	\$57,744.00	\$0.00
	499-000-691-010	Operating Transfers	\$0.00	\$0.00	\$0.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>\$0.00</u>

During the 2014 fiscal year audit, the above accounts may require budget amounts/changes. A request is being made to approve, if necessary, any amendments during the audit related to the above accounts.
The net financial impact will be zero.

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



COUNCIL

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

DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Minutes

Tuesday, August 19th, 2014

Council Chambers, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

MEMBERS PRESENT: John Jarjosa, Gerry Lucas, Greg Gilbert, Patt Slack and Norm Walker.

MEMBERS EXCUSED: Leo Stevenson, Mayor Peterson, Peter Rose, Patrick VanDeHey

OTHER PRESENT: Nicolas Abrahamson, Joe Voszatka

PUBLIC COMMENT: No public comment.

APPROVAL OF MINUTES AND AGENDA:

Motion by G. Gilbert supported by G. Lucas to approve of the minutes from the July DDA Meeting and to change item number 'd' from 'Outdoor cafés' to 'Grants'. All in favor, motion carried.

INFORMATION TO RECEIVE AND PLACE ON FILE:

- a. Beautification Commission Minutes

Motion by G. Gilbert supported by G. Lucas to receive the Beautification Commission Minutes and place on file. All in favor, motion carried.

MONTHLY REVENUE/EXPENDITURE REPORT:

Motion by P. Slack, supported by N. Walker to approve of the monthly revenue and expenditure report. Roll Call, all in favor, motion carried.

ONGOING PROJECTS AND BUSINESS:

- a. WBA Update: N. Rankine presented changes to the WBA 2015 Fiscal Year contract which were proposed to the DDA by the WBA board. The board members noted that the changes were minor. N. Rankine will forward the contract to City Council for approval. P. Slack spoke about the successes and challenges of the Annual Wine Crawl which was held this past Friday by the WBA.

Motion by N. Walker, supported by G. Lucas to approve the proposed changes to the WBA contract and forward the contract to City Council for approval for the 2015 Fiscal Year. All in favor. Motion carried.

- b. Oak Street Parking Lot: N. Rankine spoke about the layout that the Engineering and Building Department had proposed for the lot. She indicated that the Engineering Department would bid the project for pricing in September, but that it is not known if the project would be complete this October. Once the bids come back they will make a determination if they should move forward with the project for October or wait until the early spring to complete the project before the market opens. She also indicated that they would bid the project so that the DDA would receive separate pricing for the additional items requested: Brick dumpster enclosure, brick piers, decorative fencing and landscaping. The DDA will then be able to make a determination about how much they want to invest in the reconstruction of the lot.
- c. Farmers Market: N. Rankine spoke about the Farmers Market. The market has averaged about 1,000 visitors each Thursday. Events and programming for the upcoming market days include: Zucchini races, canning demonstrations, baking contest and live music.
- d. N. Rankine suggested that the New Grant Guidelines be revised to include the newly adopted DDA Strategic Plan's 'Schedule of Desired Businesses' list. These businesses will be given preference over other types of businesses when considering grant funding.

Motion by G. Lucas supported by P. Slack to add the Schedule of Desired Businesses to the DDA's New Business Grant Application nothing that These businesses will be given preference over other types of businesses when considering grant funding. All in favor, motion carried.

- e. Hotel Feasibility Study: N. Rankine indicated that Core Development has finished the site assessment report and is working on gathering data for the feasibility study. She indicated that Core was still in the process of conducting interviews. N. Rankine will inform the board of a date that the report will be completed soon.

NEW BUSINESS

- a. Request for the DDA to transfer the Tax Increment Capture to WBRDA for Brownfield Redevelopment Plan for property located at 3247-49 Biddle Avenue (former Austin's Hyde Park): Joe Voszatka and Nick Abrahamson spoke about the mixed-use medical office building. They submitted the Brownfield Redevelopment Plan to the DDA for review. They are requesting that the DDA approve the proposed Estimate of Tax Increment Captured not to exceed \$300,000.00. This Interlocal Agreement was previously approved by the DDA at the March 11th meeting.

The board spoke about the request. N. Rankine indicated that she spoke with City Administrator about the request and he had clarified that the DDA was not obligated to approve the entire capture. N. Rankine proposed that an 80% of the tax increment revenues be considered. The board discussed this proposal with Mr. Abrahamson. He outlined the challenges of the particular building and the many unknown expenses that they had incurred over the past few years getting the project off the ground. The board discussed. Mr. Voszatka indicated that although the board was approving, the plan required final approval from City Council.

Motion by P. Slack, supported by G. Gilbert to approve the request from Dr. Anne Abrahamson:

RESOLVED BY THE WYANDOTTE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) that the DDA acknowledges receipt of the communication submitted on behalf of Dr. Anne Abrahamson and GLPMR, LLC (Great Lakes Physical Medicine & Rehabilitation, P.C.), the property owner and developer, dated August 4, 2014, regarding authorization to transfer funds between the Wyandotte Downtown Development Authority (DDA) and the Wyandotte Brownfield Redevelopment Authority (WBRDA) for Brownfield Redevelopment Plan No. 20 at 3247/49 Biddle Avenue.


BE IT FURTHER RESOLVED that the "Table of Eligible Activities" included in said communication requests reimbursement to the Developer of a total amount of Eligible Activities not to exceed \$500,000, with approximately 59% of the Eligible Activity costs (or approximately \$293,000) to be funded with tax increment capture that would otherwise be captured by the DDA, and approximately 41% of the Eligible Activity costs (or approximately \$206,000) to be funded with tax increment capture that would otherwise be allocated to the State of Michigan for school funding.

BE IT FURTHER RESOLVED that the "Estimate of Tax Increment Captured" included in said communication identifies additional amounts of tax increment capture of approximately \$46,000 to the WBRDA for Administrative and Operating Expenses, and approximately \$37,000 to the State of Michigan Brownfield Redevelopment Fund.

BE IT FURTHER RESOLVED that the DDA authorizes the transfer of tax increment revenues that would otherwise be captured by the DDA to the WBRDA to reimburse Eligible Activities and other expenses and allocations identified in the communication dated August 4, 2014, with the total amount to be reimbursed to the Developer with tax increment capture that would otherwise be captured by the DDA not to exceed \$300,000, all in accordance with the Interlocal Agreement between the DDA and WBRDA, which was approved by the DDA on March 11, 2014, and the WBRDA on March 18, 2014, and subject to further approval of the Brownfield Redevelopment Plan by the WBRDA, Wyandotte Mayor and City Council, and the Michigan Strategic Fund (MSF) and/or Michigan Economic Development Corporation (MEDC).

Roll Call, N. Walker voted "no", all others voted "yes", motion carried.

- b. DCA Contract & Lease: P. Slack spoke about the DDA grant to the Downriver Council for the Arts. The DCA is housed at the James R. DeSana Center for Arts & Culture at 81 Chestnut. The 2015 Fiscal year is the last year of a 5-year grant that the DCA had received from the DDA. N. Rankine and P. Slack met with Tammy Trudelle regarding a presentation that she will make about the DCA to the DDA board at the October meeting.
- c. DDA Boater Survey: The DDA Boater Survey is being printed and will be mailed to boaters in the area. The results of the survey are expected to be back to the consultant by October 1st. The results will be presented to both the DDA and the Marina Committee once they are received.
- d. Sears Building Final Expenses: N. Rankine presented the board with a final list of the expenses related to the purchase of the Sears Building (3061/3061 Biddle Avenue). The board discussed.

 Motion by N. Walker, supported by G. Gilbert to transfer \$8,303.23 from Fund Balance to Miscellaneous Account 499-200-926-790 to pay the expenses associated with utilities for the city-owned property located at 3016/61 Biddle Avenue (former Sears Building). Roll Call, all in favor, motion carried.

NEXT REGULAR MEETING:

September 9th, 2014

ADJOURNMENT

Motion by G. Lucas, supported by N. Walker to adjourn the meeting, all in favor, motion carried.

bob szczechowski

From: Natalie Rankine <nrankine@wyan.org>
Sent: Wednesday, September 24, 2014 9:51 AM
To: bob szczechowski
Subject: ...but wait...there's more...
Attachments: minutes_090914.pdf

Bob:

...more budget amendments:

NEW BUSINESS

Motion by N. Walker, supported by G. Gilbert to transfer \$3,500.00 from Fund Balance to Business Assistance account number 499-200-925-801 and to award a façade grant in the amount of \$5,000.00 from the Business Assistance Account for Alex Bohl of 2903 Biddle Avenue. Roll Call, all in favor, motion carried.

Also, I spoke with Todd about this. I received a few more bills than anticipated for the Fort Street/Fountain/Purple Heart account. There is not time for me to have another meeting before the end of the fiscal year so he said to ask you to take \$993.13 from Fund Balance to account 499-200-850-542 which will rectify this account for the year.

Any questions, please let me know.

- Nat

Natalie Rankine, RA
Downtown Development Director
The City of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, Michigan 48192
1-734-324-7298
nrankine@wyan.org
www.wyandotte.net/dda

Visit our website at www.wyandotte.net and sign up for our E-News Service to find out what's happening in the City of Wyandotte. Follow us on [Facebook](#) and [Twitter](#)!

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



COUNCIL

Sheri M. Sutherby-Fricke

Daniel E. Galeski

Tadeusz Miciura Jr.

Leonard T. Sabuda

Donald Schultz Jr.

Lawrence S. Stec

DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Minutes

Tuesday, September 9th, 2014

Council Chambers, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

MEMBERS PRESENT: John Jarjosa, Gerry Lucas, Greg Gilbert, Anne Madjlinger, Peter Rose, Patt Slack, Leo Stevenson and Norm Walker.

MEMBERS EXCUSED: Mayor Joseph Peterson

OTHER PRESENT: Jason & Amanda D'Herin (owner of 2903 Biddle), Alex Bohl (owner of 142 Maple), Jeremy Sladovnick (owner Joe's Hamburgers) and Dan Cataldo (WBA representative).

PUBLIC COMMENT: Jeremy Sladovnick thanked the board for the \$4,000.00 grant which the DDA awarded for expansion of Joe's Hamburgers. Mr. Sladovnick indicated that his business is doing well since the move. He also noted that his wife's salon: Salon Mischa is celebrating 10 years this year with a Portofino boat ride fundraiser on October 2nd. Proceeds will benefit the Yes Ma'am program at Henry Ford Wyandotte Hospital. Tickets may be purchased at Salon Mischa, 112 Oak Street.

ANNOUNCEMENTS: P. Slack welcomed new board member, Anne Madjlinger to the DDA board. N. Rankine thanked Dr. VanDeHey for his years of service to the DDA board. Ms. Madjlinger will sit on the Design & Promotions Subcommittee.

APPROVAL OF MINUTES AND AGENDA:

Motion by G. Lucas supported by G. Gilbert to approve of the minutes from the August meeting. All in favor, motion carried.

INFORMATION TO RECEIVE AND PLACE ON FILE:

- a. WBA Wine Crawl Plan: Dan Cataldo spoke about the successes and challenges of the Wine Crawl. He also spoke about the upcoming Beer Fest which happens on Friday, September 19th.

Motion by G. Gilbert supported by G. Lucas to receive the WBA Wine Crawl Plan and place on file. All in favor, motion carried.

MONTHLY REVENUE/EXPENDITURE REPORT:

Motion by L. Stevenson, supported by P. Rose to approve of the monthly revenue and expenditure report. Roll Call, all in favor, motion carried.

ONGOING PROJECTS AND BUSINESS:

- a. WBA Update: N. Rankine indicated that the WBA/DDA 2015 Fiscal Year contract was approved by City Council on September 8th. She will see that the contract is signed by the WBA, DDA, Mayor and placed on file with the City Clerk's office.
- b. Oak Street Parking Lot: N. Rankine indicated that the Engineering Department has not completed the revised layout. She said that is highly unlikely that the lot would be constructed this fall. The plan is to re-construct the lot before the Farmers Market opens in May. Once the bids are received, the DDA will then be able to make a determination about how much they want to invest in the reconstruction of the lot.
- c. Farmers Market: N. Rankine spoke about the Farmers Market. The market has 4 more weeks of operation. Events and programming for the upcoming market days include: a baking contest and live music.
- d. Outdoor Cafes: City attorney supplied the DDA with information relative to the inquiry by Mr. Stevenson relative to the DDA's request for addition of outdoor cafés as a requirement for new restaurants in the DDA District.
- e. Hotel Feasibility Study: N. Rankine presented the board with a preliminary copy of the Hotel Study. The final study should be finished next week.
- f. Viaduct: G. Gilbert asked that for the next fiscal year that we request that a representative of the high school present to the board for the next year.
- g. 3061 & 3063 Biddle: Mr. Daly has demolished the adjacent (3063 Biddle) property and is working on asbestos abatement and demolition in the building. The Commercial Facilities Exemption Certificate (CFEC) for the former hotel development was revoked by council at Monday's Council meeting.
- h. 3131 Biddle Avenue: MJC was not awarded the grant from MSHDA for this project. MJC is working toward obtaining funding from the MEDC.

NEW BUSINESS

- a. Grant requests: The DDA grant committee received two grant requests from the new owners of 142 Maple (former Studio 142) and 2903 Biddle Avenue (former Why Not Costume Shop). N. Rankine indicated that there was \$6,500.00 remaining in the Business Assistance account.

142 Maple will be renovated into Lost Lake Distillery and is owned by Alex Bohl. The committee recommended a \$5,000.00 grant for this project.

Motion by L. Stevenson, supported by P. Slack to award a façade grant in the amount of \$5,000.00 from the Business Assistance Account to Jason D'Herin of 142 Maple. Roll Call, all in favor, motion carried.

2903 Biddle Avenue will be restored as it was in the 1940s and is owned by Jason & Amanda D'Herin. The committee recommended a \$5,000.00 grant for this project.

Motion by N. Walker, supported by G. Gilbert to transfer \$3,500.00 from Fund Balance to Business Assistance account number 499-200-925-801 and to award a façade grant in the amount of \$5,000.00 from the Business Assistance Account for Alex Bohl of 2903 Biddle Avenue. Roll Call, all in favor, motion carried.

- b. Business procurement/consultant: N. Rankine spoke about meeting with the futuring committee about this new venture. The subcommittee will meet on September 24th at 8:00 am.
- c. 2015 DDA Guidebook: N. Rankine indicated that letters for the 2015 Guidebook will be mailed next week. The guidebook will be printed before the end of November.
- d. P. Rose asked about how Wyandotte can be included in Pure Michigan ad campaigns. N. Rankine will look into this.

P. Rose said that his father inquired about new trash cans and benches. N. Rankine indicated that the DDA will purchase 8 additional trash cans downtown after the new fiscal year, but that money hadn't been put in the budget for benches. She indicated that this would have to be a future initiative. The committee discussed.

NEXT REGULAR MEETING:

October 14th, 2014

ADJOURNMENT

Motion by G. Lucas, supported by N. Walker to adjourn the meeting, all in favor, motion carried.

bob szczechowski

From: mkowalewski mkowalewski <mkowalewski@wyandotte.net>
Sent: Thursday, September 11, 2014 10:49 AM
To: bszczechowski@wyan.org
Cc: gellison@wyan.org; engineering1@wyan.org
Subject: FW: budget

Bob,
Please process a budget amendment as follows:
Building Maintenance, account # 101 448 750 270 +\$10,000
Building Services, account # 101 448 825 420 -\$10,000
Thanks,

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

bob szczechowski

From: mkowalewski mkowalewski <mkowalewski@wyandotte.net>
Sent: Thursday, September 11, 2014 11:37 AM
To: bszczechowski@wyan.org
Cc: gellison@wyan.org; Leanne Daniels; engineering1@wyan.org
Subject: Budget amendment

Bob,
Please process the following budget amendment:
Salary-Seasonal[PT], account # 101-448-725-115 +\$26,000
Meal Tickets, account # 101-448-750-221 +\$500
Garage-Gasoline & Oil, account # 101-448-750-270 -\$26,500
Thanks,

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

OFFICIALS

William Griggs
CITY CLERK

Todd Browning
CITY TREASURER

Thomas Woodruff
CITY ASSESSOR



MAYOR
Joseph Peterson

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

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

Date: September 24th, 2014

To: Robert Szczechowski
Department of Financial & Administrative Services

From: Justin Lanagan
Recreation Superintendent

Re: Budget Transfers

Please transfer the following:

\$1,300 from **101-750-825-920** Rec Water to **101-750-825-910** Rec Electric

Due to the extremely cold winter, electric usage increased (fan motors)

\$100 from **101-755-750-220** Swim Operating to **101-755-825-910** Swim Electric

\$2,500 from **101-756-825-910** Yack Electric to **101-756-825-930** Yack Gas

Due to the extremely cold winter, gas usage increased

\$100 from **101-756-825-910** Yack Electric to **101-756-825-920** Yack Water

\$80 from **101-756-825-910** Yack Electric to **101-756-925-796** License Fees

City of Wyandotte

Interdepartmental Communication

DATE: September 25, 2014
TO: Bob Szczechowski, Finance
FROM: Laura Allen, Administrative Assistant
SUBJECT: Transfer of Funds
CC: Chief of Police Daniel J. Grant, Inspector Pouliot

Bob, per Chief Grant, we would like to transfer the following amounts to cover accounts that are showing shortages.

1. Please **take** \$600.00 from the Operating Account # 101 301 750 220 and **transfer** it to the Holiday Pay Account # 101 301 725 115.
2. Please **take** \$7,000 from the Operating Account # 101 301 750 220
\$2,000 from the Copier Agreement Account # 101 301 825 390
\$2,000 from the Cleaning Account # 101 301 825 420
\$10,000 from the Equip. Maint. Account # 101 301 825 430
\$14,000 from the Prisoner Transport Account # 101 301 925 770

and **transfer** \$35,000 to the Overtime Account # 101 301 725 120
3. Please **take** \$800 from the Operating Account # 101 301 750 220 and **transfer** it to the Test Administration Account # 101 301 750 490
4. Please **take** \$1,000 from the Miscellaneous Account # 101 302 925 790 and **transfer** it to the Comp Time Payout Account # 101 302 725 117
5. Please **take** \$1,000 from the Gas & Oil Account # 101 303 750 261 and **transfer** it to the Overtime Account # 101 303 725 120
6. Please **take** \$1,500 from the Equip/Vehicle Maintenance Account # 101 303 825 430 and **transfer** it to the Workers Comp Account # 101 303 725 185
7. Please **take** \$500 from the Uniform Account # 101 303 725 190
\$1,500 from the Salary P/T Account # 101 303 725 115

and **transfer** it to the Operating Account # 101 303 825 220
8. Please **take** \$1,500 from the Salary P/T Account # 101 303 725 115 and **transfer** it to the Water Account # 101 303 825 920

9. Please take \$100 from the Salary P/T Account # 101 303 725 115 and transfer it to the Miscellaneous Account # 101 303 925 790

Please advise if there are any problems with this request.

If you have any questions, please call me at ext. 4424. Otherwise, thank you for your assistance.

Sincerely,

Laura Allen

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

14

MEETING DATE: September 29, 2014

AGENDA ITEM #

ITEM: Neighborhood Enterprise Zone Exemption Certificate – 3063 Biddle Avenue (the former Sears building)

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

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

Attached is the application of Roebuck Residential, LLC for a Neighborhood Enterprise Zone (NEZ) Exemption Certificate to convert the vacant third floor of the former Sears building into nine (9) residential apartments, as part of the redevelopment of the entire building, the remainder of which will be used for commercial purposes. The Council previously approved establishing Neighborhood Enterprise Zone No. 8 for the entire downtown area, including this property, on August 3, 2009.

The application provides detailed information regarding the proposed use, construction activities, estimated costs, a construction time schedule, and the economic advantages expected from the project. As noted in the application, total construction costs, including the residential and commercial improvements, are estimated to exceed \$4.2 million. The application requests an exemption for 15 years, which is consistent with the resolution adopted by the Mayor and Council on August 3, 2009, for rehabilitation projects.

To summarize, a NEZ for a rehabilitation project encourages redeveloping mixed-use buildings with a residential component in a qualified downtown revitalization district by freezing the taxable value of the building at its value prior to rehabilitation, and exempting the rehabilitation improvements from taxes for 12 years, and then providing only a partial exemption for an additional three years. Land and personal property cannot be abated under this Act. The project will pay taxes on the existing taxable value of the building and land.

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

ACTION REQUESTED: Approve the attached resolution approving the application for a Neighborhood Enterprise Zone (NEZ) Exemption Certificate for 15 years.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

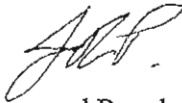
IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Proposed Resolution
2. Application for a NEZ Exemption Certificate
3. Neighborhood Enterprise Zone Act – MEDC Summary
4. Council Resolution approving 15-year exemptions for rehabilitation projects

RESOLUTION:

**RESOLUTION APPROVING AN APPLICATION FOR A NEIGHBORHOOD
ENTERPRISE ZONE (NEZ) EXEMPTION CERTIFICATE FOR
3063 BIDDLE AVENUE, WYANDOTTE, MICHIGAN**

Wyandotte, Michigan

Dated: September 29, 2014

RESOLUTION BY COUNCILPERSON _____

RESOLVED by the City Council that:

WHEREAS, the City Council of the City of Wyandotte established a Neighborhood Enterprise Zone on **August 3, 2009**, including the subject property, as required under PA 147 of 1992, after a public hearing held on **June 15, 2009**; and

WHEREAS, the applicant, Roebuck Residential, LLC, is not delinquent on any taxes related to the facility; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wyandotte that the application is approved and a Neighborhood Enterprise Zone **Rehabilitated** Facility Exemption for property located at 3063 Biddle, Wyandotte, Michigan, is hereby granted for a period of **15 years**, with the effective date of the Exemption Certificate to be determined by the applicant at the time of completion (either the year of completion or the year before completion), pursuant to the provisions of PA 147 of 1992, as amended.

I move the adoption of the foregoing Resolution.

COUNCILPERSON _____

SUPPORTED BY COUNCILPERSON _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

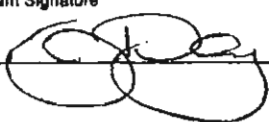
ABSENT _____

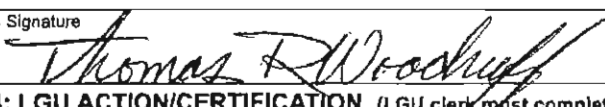
Application for Neighborhood Enterprise Zone Certificate

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

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

STATE USE ONLY	
Application No.	Date Received

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Roebuck Residential, LLC		Type of Approval Requested <input type="checkbox"/> New Facility <input checked="" type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 3063 Biddle Avenue		Amount of years requested for exemption (8-15) 15	
City Wyandotte	State MI	ZIP Code 48192	Is the facility owned or rented by occupants? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented
Name of City, Township or Village (taxing authority) City of Wyandotte		Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input checked="" type="checkbox"/> Apartment - No. of Units 9	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
County Wayne	School District Wyandotte - 82170		
Name of LGU that established district City of Wyandotte	Name or Number of Neighborhood Enterprise Zone Neighborhood Enterprise Zone No. 8	Date district was established 08/03/2009	
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit) \$94,829.00	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Complete rehabilitation of the interior & exterior of the 3-story building into a mixed-use building containing 41,200 s.f. Originally constructed in 1940 as a store for Sears, Roebuck & Co., it has been mostly vacant for the past 15 years. The 1st floor (9,600 s.f.), mezzanine (2,800 s.f.), & 2nd floor (9,600 s.f.) will consist of retail/office space totaling 22,000 s.f., & the 3rd floor (9,600 s.f.) will be converted into 9 apartments. The basement (9,600 s.f.) will be utilized for storage and miscellaneous uses. A new roof top use of approx. 5,760 s.f. may also be added. Total development cost is estimated at \$4.2 million. See Attachment A for additional information, including a breakdown of investment cost.			
Timetable for undertaking and completing the rehabilitation or construction of the facility. Construction is expected to begin in September of 2014 and take approximately 18-24 months to complete, or approximately August 31, 2016.			
PART 2: APPLICANT CERTIFICATION			
Contact Name Joseph S. Daly	Contact Telephone Number (734) 282-2180		
Contact Fax Number (734) 283-1284	Contact E-mail Address joe.daly@dalymerritt.com		
Owner/Applicant Name Roebuck Residential, LLC	Owner/Applicant Telephone Number (734) 282-2180		
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 100 Maple Street, Wyandotte, MI 48192	Owner/Applicant E-mail Address joe.daly@dalymerritt.com		
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature 	Date 9/8/14		

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input checked="" type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Wyandotte			
Name of Assessor (First and last name) Thomas Woodruff		Telephone Number (734) 324-4510	
Fax Number (734) 324-4568		E-mail Address assessor@wyan.org	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature 		Date 9/17/2014	
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits) <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: <input checked="" type="checkbox"/> 1. Original Application <input checked="" type="checkbox"/> 2. Legal description of the real property with parcel code # <input checked="" type="checkbox"/> 3. Resolution approving/denying application (include # of years) <input checked="" type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last) William R. Griggs		Telephone Number (734) 324-4560	
Fax Number (734) 324-4568		E-mail Address clerk@wyan.org	
Mailing Address 3200 Biddle Avenue		City Wyandotte	State MI ZIP Code 48192
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

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

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

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

Instructions for Completing Form 4775

Application for Neighborhood Enterprise Zone (NEZ) Certificate

The Neighborhood Enterprise Zone (NEZ) Exemption Certificate was created by Public Act 147 of 1992, as amended. To qualify for this certificate, the subject property must be located within an established NEZ. Applications for a certificate of exemption are filed, reviewed, and approved by the local governmental unit (LGU), but also are subject to review and either approval or denial by the State Tax Commission.

Builder/Developer/Applicant Instructions

1. Complete Parts 1 and 2.
2. **This application must be filed with the LGU clerk prior to the building permit issuance and the start of construction.** File one original and two copies (three complete sets) of the completed application and the following documents:
 - Legal description of the real property on which the facility is located.
 - Property Identification Number
 - Describe the general nature and extent of the new construction or rehabilitation to be undertaken and the breakdown (for rehabilitation only) of the investment cost.
 - Timetable for undertaking and completing the new construction or rehabilitation of the facility.

NOTE TO NEW OWNERS: A list of additional required documentation to complete the application/certificate issuance process is on page 2 of the instructions. This documentation is sent directly to the State of Michigan, only after the original application is filed with the LGU clerk and approved by the LGU.

3. Any questions concerning the completion of this application should be directed to the LGU clerk. Additional information on the NEZ program can be found at www.michigan.gov/propertytaxexemptions.

LGU Assessor Certification

1. Complete Part 3.

LGU Action/Certification

1. Complete Part 4.
2. The LGU clerk should review the application for complete and accurate information, to determine that the subject property is located within a qualified NEZ and certify the application meets the requirements as outlined by Public Act 147 of 1992, as amended.
3. Once approved, attach a certified copy of the resolution approving the application. This resolution must include the number of years the LGU is granting the exemption.
4. Submit the complete application to the following address:

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

Application Deadline

The State Tax Commission must receive complete applications on or before October 31 to ensure processing and certificate issuance for the following tax year. Applications received after October 31 may not be processed in time for certificate issuance for the following tax year.

For guaranteed receipt by the State Tax Commission, send applications and attachments via certified mail. If you have questions, or need additional information or sample documents, visit our Web site at www.michigan.gov/propertytaxexemptions or call (517) 373-2408.

Additional Documents Required by the State to Issue an NEZ Certificate

Some documents may be obtained from the builder/developer.

Additional documents required for a New Facility project:

- A signed application completed by the new owner/occupant. Most of the information needed can be taken from the original application filed by the developer.
- A copy of the legal description of the real property with parcel code number of the property for each house/condo being built.
- A copy of the building permit. Make sure the copy of the permit (building/trade permit) sent to the State is clear and legible.
- A copy of the new owners Warranty Deed showing ownership with the date deed was executed and signatures.
- A copy of the Certificate of Occupancy and Compliance.
- A copy of your Principal Residence Exemption (PRE) Affidavit (Form 2368), filed with the LGU assessor (black out Social Security Numbers).

Additional documents required for a Rehabilitated facility:

- Documentation proving the cost requirements of Michigan Compiled Law (MCL) 207.772(m) is met. A breakdown of investment cost for each house, condo or unit being rehabilitated and the square footage for each.
- A copy of the legal description of the real property with parcel code number of the property for each house/condo being built or rehabilitated.
- A clear and legible copy of the building/trade permit. For a rehabilitated facility you may not have a building permit but you will have trade permits. Send copies of the trade permits.
- A copy of the new owner's Warranty Deed showing ownership with date the deed was executed and signatures.
- A certificate of occupancy and compliance or certification by the local building official that the building meets minimum building codes for the local unit. Applicant must contact the building official.
- A copy of the statement by the assessor showing taxable value of the rehabilitated facility, not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Transfer of an existing certificate

Existing NEZ certificates may be transferred to a new owner by filing a completed application and a copy of the warranty deed for the subject property with the State Tax Commission.

Tax Advantage of an NEZ Exemption

The NEZ tax for a "**Rehabilitated Facility**" is determined by multiplying the total mills levied as ad valorem taxes by the taxable value, not including land, for the tax year immediately preceding the effective date of the certificate, unless the effective date is adjusted by MCL 207.780(3). If the effective date is adjusted or the certificate is approved after 12/31/2005, the taxable value remains "frozen" until the last three years of the certificate and is then adjusted as described below.

The NEZ tax for a "**New Facility**" is determined by multiplying one-half the Principal Residence Exemption state average tax rate mills levied in this state in the immediately preceding calendar year by the taxable value of the "New facility," not including land, until the certificate expires, unless the effective date is adjusted by MCL 207.780(2). If the effective date is adjusted or the certificate is approved after 12/31/2005, the exemption is adjusted as described below. The Principal Residence Exemption state average tax rate is set by the Michigan Department of Treasury, Assessment and Certification Division, on an annual basis.

In the last three years of the exemption, the exemption applies to only the number of mills levied for the county and LGU operating purposes (does not include debt millage); multiplied by the current taxable value. Any county or LGU debt millage and all other millages levied by all other taxing authorities would be levied at the full millage. Land is not included in this exemption.

In the tax year two years before the certificate expires, the percentage of county and LGU operating mills paid changes to **five-eighths** (does not include debt millage); multiplied by the current taxable value.

In the tax year one year before the certificate expires, the percentage of county and LGU operating mills paid changes from five-eighths to **three-fourths** (does not include debt millage); multiplied by the current taxable value.

In the year that the certificate expires, the percentage county and LGU operating mills paid changes from three-fourths to **seven-eighths** (does not include debt millage); multiplied by the current taxable value.

The LGU may grant an exemption for 6 to 15 years, or 11 to 17 years for a historic building.

Attachment A

Project Description & Breakdown of Investment Cost

3063 Biddle Avenue, Wyandotte, Michigan 48192

I. Project Description

The proposed project consists of the complete rehabilitation of the interior & exterior of the 3-story building into a mixed-use building containing 41,200 square feet. Originally constructed in 1940 as a store for Sears, Roebuck & Co., it has been mostly vacant for the past 15 years. The 1st floor (9,600 s.f.), mezzanine (2,800 s.f.), & 2nd floor (9,600 s.f.) will consist of retail/office space totaling 22,000 s.f., & the 3rd floor (9,600 s.f.) will be converted into 9 apartments. The basement (9,600 s.f.) will be utilized for storage and other miscellaneous uses. A new rooftop use, such as a public restaurant or a private lounge/common area for tenants and residents, of approximately 5,760 s.f. (approximately 60% of the roof area) may also be added. Total development cost is estimated at \$4.2 million.

Rehabilitation will include, but not be limited to:

1. Interior Renovations/Improvements. Abatement of all hazardous materials (asbestos and lead-based paint, etc.); demolition and removal of all existing partition framing and fixed building equipment, except the freight elevator; new HVAC, electrical, plumbing and fire suppression; all new interior improvements and fixtures, e.g., carpentry, doors and hardware, tiling, floor coverings, ceilings, lighting, painting, bathrooms, kitchens, bedrooms and living areas; office area improvements; and renovation/repair of the existing freight elevator and two stairwells to service the building.
2. Exterior Renovations/Improvements: Limited demolition to allow the installation of additional windows and balconies; replacement of all existing glazing; structural and masonry modifications; repairing, restoring, and/or replacing the marble/stone and limestone facade to preserve the traditional appearance. In addition, the front doors, awnings and roof will be renovated or replaced as needed. The adjoining one-story building at 3061 Biddle Avenue, previously a children's clothing store and women's accessory store, will be demolished to accommodate a new addition that will include an entrance lobby, a new stairway, and a new elevator.

The site is 16,200 s.f. (135' of frontage along Biddle Avenue x 120' of depth along Maple Street) or approximately 0.37 acre in area.

II. Breakdown of Investment Cost

3063 Biddle Avenue, Wyandotte Michigan						
Estimated Breakdown of Investment Costs						
Residential Portion Only						
Use	Unit #	No. of Bedrooms	Unit Size (square feet)	Estimated Cost to Redevelop (per square foot)	Cost per Unit	Average Cost per Unit
Apartment	1	1	950	\$100	\$95,000	-
Apartment	2	1	890	\$100	\$89,000	-
Apartment	3	1	890	\$100	\$89,000	-
Apartment	4	1	890	\$100	\$89,000	-
Apartment	5	1	890	\$100	\$89,000	-
Apartment	6	2	928	\$100	\$92,800	-
Apartment	7	1	660	\$100	\$66,000	-
Apartment	8	2	1080	\$100	\$108,000	-
Apartment	9	2	900	\$100	\$90,000	-
<i>Sub-Total</i>	<i>9</i>	<i>12</i>	<i>8,078</i>	<i>-</i>	<i>\$807,800</i>	\$89,756
Common Area	-	-	1,522	\$30	\$45,660	-
Total	9	-	9,600	-	\$853,460	\$94,829

Notes:

Costs include only expenses directly associated with each residential unit and excludes indirect expenses such as elevators, parking, site improvements, demolition, abatement, etc.

Last revised: August 30, 2014

3063 Biddle Avenue, Wyandotte, Michigan



Roebuck Residential, LLC

Proposed Redevelopment of
former Sears, Roebuck and Co. Building

Front (Biddle Ave.) and Side Elevation (Maple St.)
Conceptual Rendering

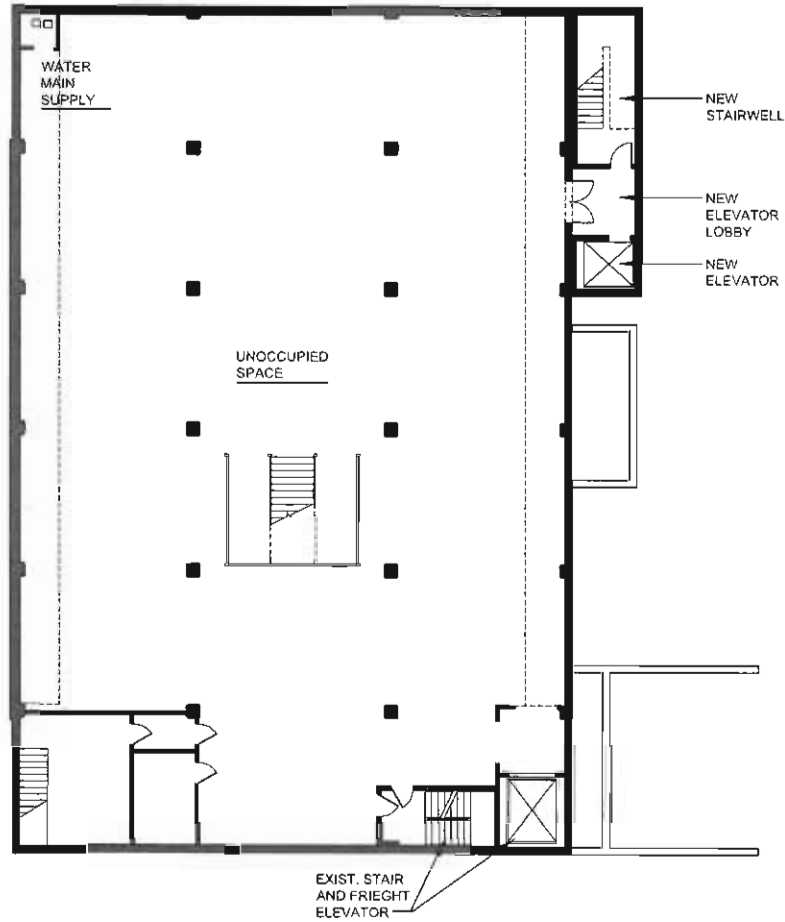
Last revised: June 12, 2014

3063 Biddle Avenue, Wyandotte, Michigan



Sears, Roebuck and Co.

Front (Biddle Ave.) and Side Elevation (Maple St.)
Circa 1940s



□ PROPOSED BASEMENT PLAN - UNOCCUPIED SPACE

NORTH

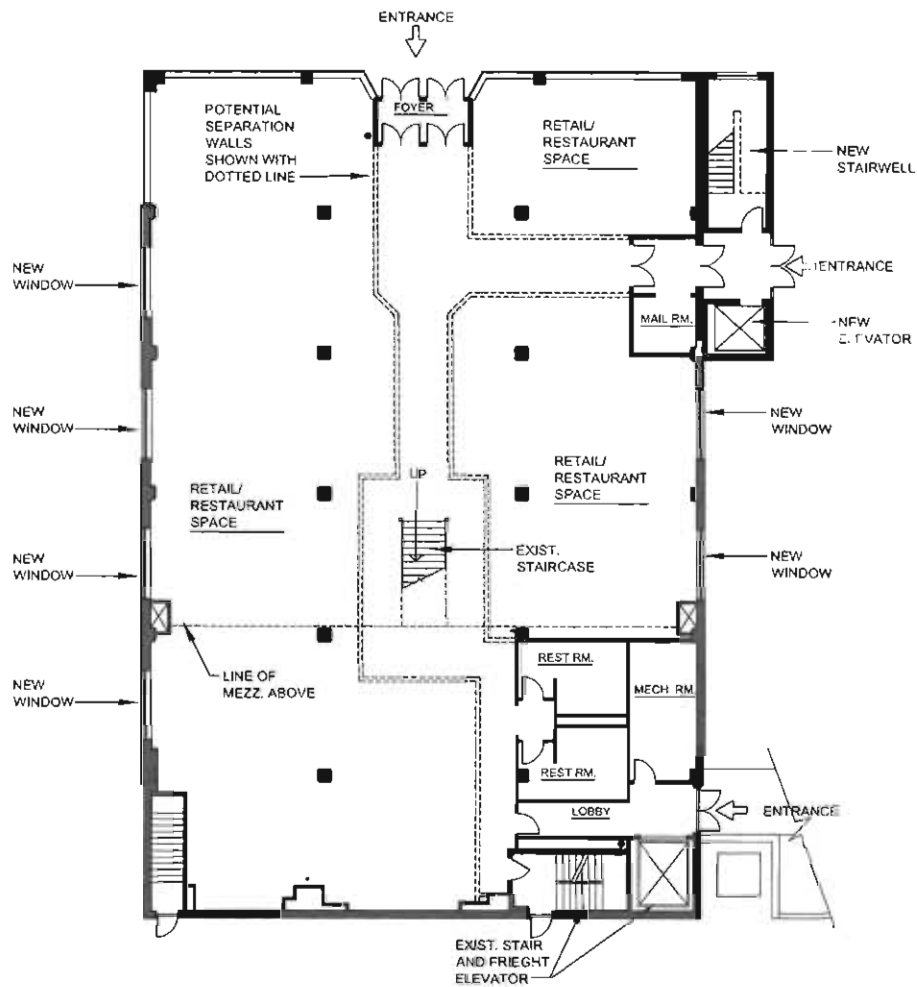
0 5' 10' 20'

ARCHITECT: Thomas Roberts Architect, LLC
 PROJECT: Roebuck Residential, Inc.
 1001-3053 BIDDLE AVENUE, WYANDOTTE, MICHIGAN 48194

Roebuck Residential
 MIXED USE DEVELOPMENT
 1001-3053 BIDDLE AVENUE
 WYANDOTTE, MICHIGAN

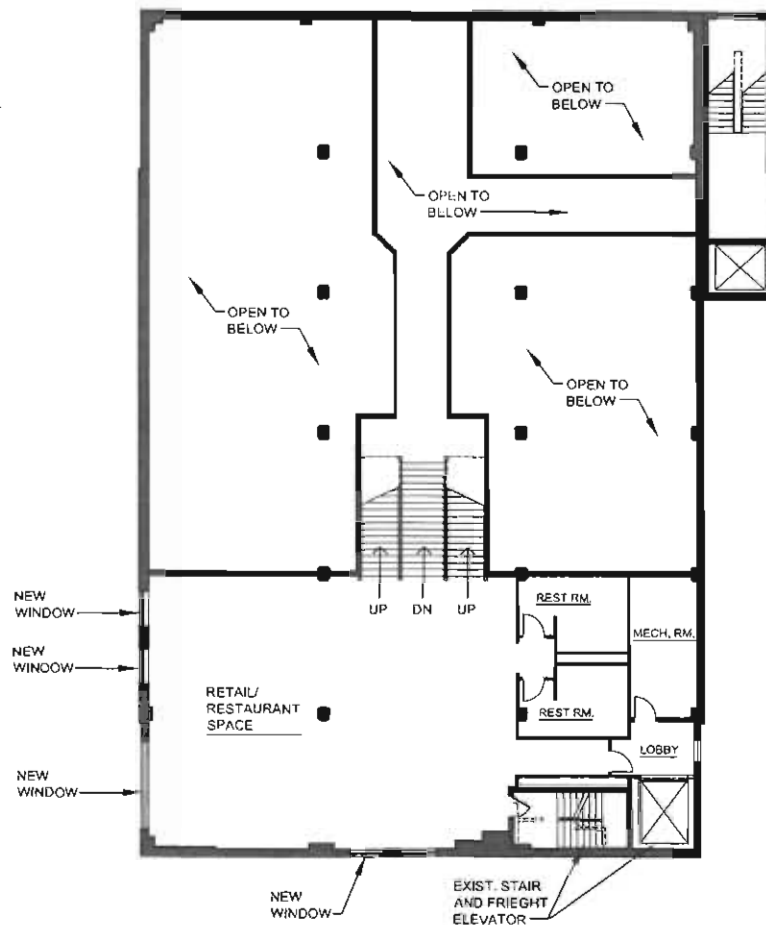
PROJECT NO. 01-000000
 DATE: 01/01/00
 REVISION DATE:

A102
 PROPOSED
 BASEMENT
 FINISHING PLAN



□ PROPOSED FIRST FLOOR PLAN

NORTH →



□ PROPOSED MEZZANINE LEVEL

NORTH →

0 5' 10' 20'

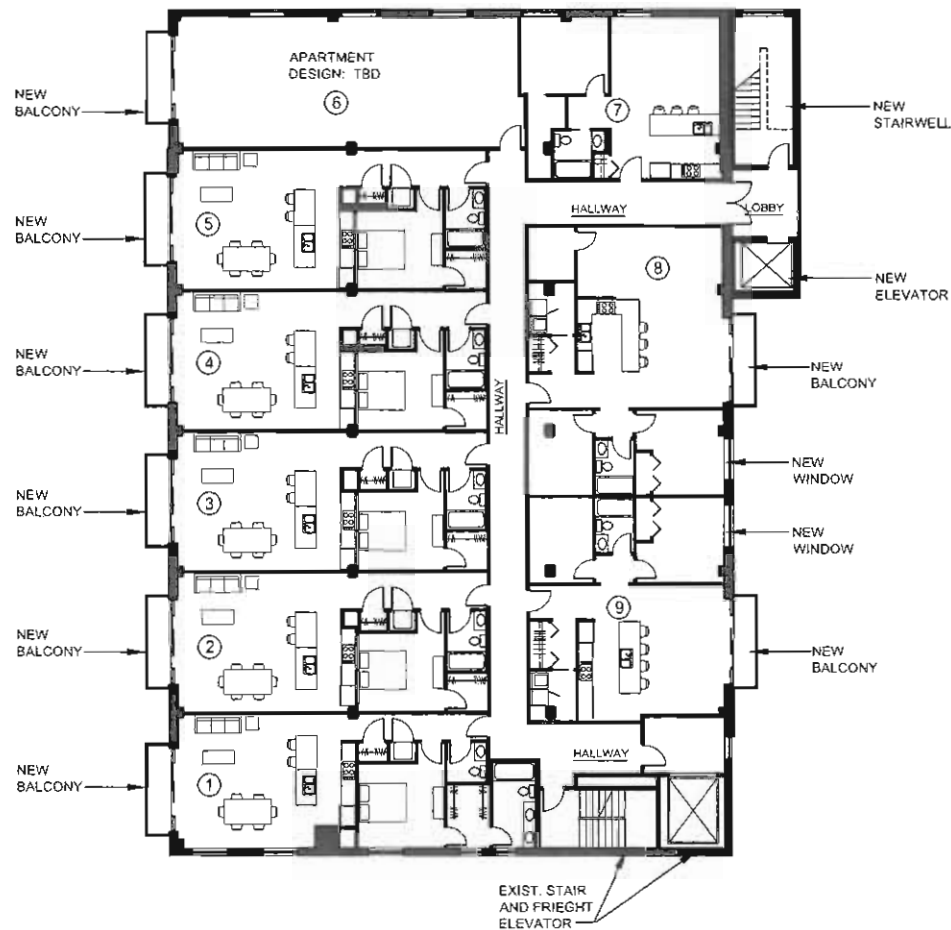
Thomas Roberts
Architect, LLC

Roebuck Residential, Inc.
1000 North Main Street, Wyandotte, MI 48197

Roebuck Residential
MIXED USE DEVELOPMENT
WYANDOTTE, MICHIGAN

PROJECT NO. 2014-0111
DESIGNED BY: T.R.A.
ISSUED DATE: 10/1/2014

A103
PROPOSED FIRST
FLOOR PLAN AND
MEZZANINE LEVEL

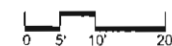


LEGEND

- ① ONE BEDROOM APARTMENT: 950 SF
- ② ONE BEDROOM APARTMENT: 890 SF
- ③ ONE BEDROOM APARTMENT: 890 SF
- ④ ONE BEDROOM APARTMENT: 800 SF
- ⑤ ONE BEDROOM APARTMENT: 890 SF
- ⑥ TWO BEDROOM APARTMENT: 928 SF
- ⑦ ONE BEDROOM APARTMENT: 600 SF
- ⑧ TWO BEDROOM APARTMENT: 1080 SF
- ⑨ TWO BEDROOM APARTMENT: 900 SF

PROPOSED THIRD FLOOR PLAN

NORTH

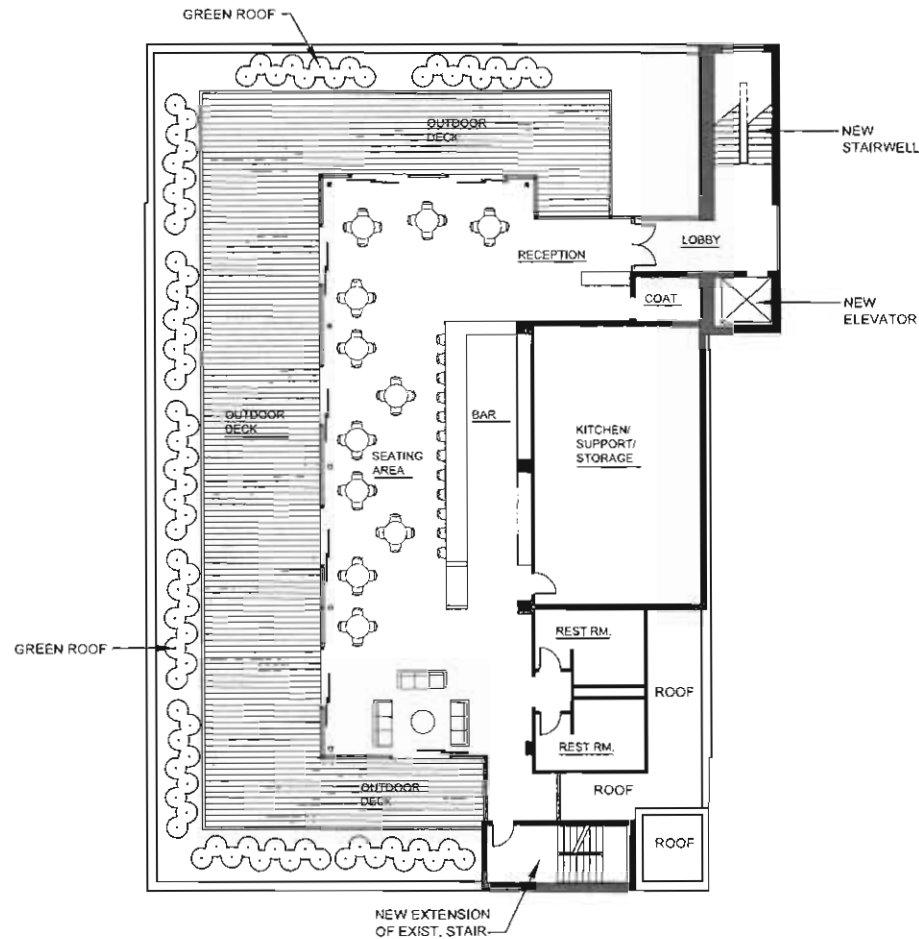


ARCHITECT: Thomas Roberts Architect, LLC
OWNER: Roebuck Residential, Inc.
ALL RIGHTS RESERVED, COPYRIGHT 2012

Roebuck Residential
MIXED USE DEVELOPMENT
3081-3083 BIDDLE AVENUE
WYANDOTTE, MICHIGAN

PROJECT No. DR 2012-01
DRAWN BY: TRL / NLS
ISSUED DATE:

A105
PROPOSED THIRD FLOOR PLAN



□ PROPOSED ROOF FLOOR PLAN

NORTH

0 5' 10' 20'

ARCHITECT:
Thomas Robert's
Architect, LLC
Roebuck Residential, Inc.
100 Apple Tree Way
Birmingham, AL 35202

Roebuck Residential
MIXED USE DEVELOPMENT
3081-3083 BIDDLE AVENUE
WYANDOTTE, MICHIGAN

PROJECT NO. 04-2014-02
DRAWN BY: SR/WRD
ISSUED DATE:

A107
PROPOSED
ELEVATIONS

LEGAL DESCRIPTION

3063 Biddle Avenue, Wyandotte, Michigan 48192

3063 Biddle Avenue, said property more fully described as:

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

SOUTH 10 FEET OF LOT 9 AND ALL OF LOTS 10, 11, 12, 13 AND 14, EUREKA IRON AND STEEL WORKS RESUBDIVISION, AS RECORDED IN LIBER 22, PAGE 49 OF PLATS, WAYNE COUNTY RECORDS

Parcel Number: 82-57-011-15-0009-002

The site is 16,200 s.f. (135' of frontage along Biddle Avenue x 120' of depth along Maple Street) or approximately 0.37 acres in area.

Note: Only the third floor of the building will be used for residential purposes. The remaining floors will be used for commercial purposes.

Bernard J. Youngblood
Wayne County Register of Deeds
2014272119 L: 51564 P: 284
05/29/2014 12:18 AM WD Total Pages: 1



MICHIGAN REAL ESTATE TRANSFER TAX
Wayne County Tax Stamp #
05/29/2014



Receipt# 14-179049 L: 51564 P: 284
State Tax: \$0.00 County Tax: \$0.00

WARRANTY DEED
STATUTORY FORM FOR CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That CITY OF WYANDOTTE, a Michigan Municipal Corporation

whose address is: 3200 Biddle Avenue, Wyandotte, Michigan 48192

Convey(s) and warrant(s) to **ROEBUCK RESIDENTIAL, L.L.C.** a Michigan limited liability company

whose street number and post office address is: 100 Maple Street, Wyandotte, Michigan 48192

the following described premises situated in the City of **WYANDOTTE**, County of **WAYNE** and State of Michigan, to-wit:

The South 10 feet of Lot 9 and all of Lots 10, 11, 12, 13 and 14, "EUREKA IRON AND STEEL WORKS RE-SUBDIVISION", according to the plat thereof s recorded in Liber 22 of Plats, Page 49, Wayne County Records,

Commonly Known As: 3061-3063 Biddle Avenue

Parcel Identification Number: 57-011-15-0009-002

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the full sum of **Three Hundred Fifty Thousand (\$350,000.00) Dollars** and subject to the existing building and use restrictions and easements of record. Exempt pursuant to MCL 207.526(6)(i) and MCLA 207.505(5)(h)(i)

Dated this 30th day of April, 2014.

CITY OF WYANDOTTE, a Michigan municipal corporation

By: Joseph R. Peterson
Joseph R. Peterson, Its Mayor

By: William R. Griggs
William R. Griggs, Its Clerk

State of Michigan)) ss
County of Wayne)

On this 30th day of April, A.D., 2014, before me personally appeared Joseph R. Peterson and William R. Griggs to me known, who being by me sworn did say that they are the Mayor and City Clerk, respectively, of the City of Wyandotte, a Michigan municipal corporation, named herein and that they executed the within instrument on behalf of said municipal corporation.

Kelly K. Kell
Notary Public

My Commission expires 2/13 2019

County Treasurer's Certificate

This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any tax liens or taxes owed to any other entities.

No: 05770 Revised Not Examined
Date 05-29-14 WAYNE COUNTY TREASURER Clerk M. D. D. D.

City Treasurer's Certificate

Instrument Drafted by: Joseph S. Daly
100 Maple Street
Wyandotte MI 48192

When recorded return to: Roebuck Residential, LLC
100 Maple Street
Wyandotte MI 48192

Recording Fee: \$19.00

Revenue Stamps: -0-

**Documentation Proving Compliance with the Cost Requirements of the
Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended (Michigan
Compiled Law 207.772(m))**

An excerpt of the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended, reads as follows:

207.772. Section 2(m) "Rehabilitated facility" means an existing structure or a portion of an existing structure with a current true cash value of \$80,000.00 or less per unit that has or will have as its primary purpose residential housing, consisting of 1 to 8 units, the owner of which proposes improvements that if done by a licensed contractor would cost in excess of \$5,000.00 per owner-occupied unit or 50% of the true cash value, whichever is less, or \$7,500.00 per non owner-occupied unit or 50% of the true cash value, whichever is less, or the owner proposes improvements that would be done by the owner and not a licensed contractor and the cost of the materials would be in excess of \$3,000.00 per owner-occupied unit or \$4,500.00 per non owner-occupied unit and will bring the structure into conformance with minimum local building code standards for occupancy or improve the livability of the units while meeting minimum local building code standards.

The existing structure, a portion of which will be rehabilitated for residential use, complies with said requirements as follows: (a) has a true cash value of \$80,000 or less per unit (see Assessor's Statement of Value); (b) the residential portion of the project will have as its primary purpose residential housing consisting of nine (9) apartment units; (c) the owner proposes improvements to be completed by a licensed contractor that are estimated to cost a total of approximately \$853,460 (or an average of approximately \$94,829 per unit), which is in excess of the \$7,500 per non owner-occupied unit or 50% of the true cash value, whichever is less; and (d) the owner will bring the structure into conformance with minimum local building code standards for occupancy as evidenced by architectural plans to be submitted to the City's Engineering and Building Department.

PROOF OF CURRENT YEAR ASSESSED VALUE BY TAX PARCEL

OFFICIALS

Thomas Woodruff
CITY ASSESSOR

William R. Griggs
CITY CLERK

Todd M. Browning
TREASURER



MAYOR
Joseph R. Peterson

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

Thomas Woodruff
City Assessor

August 18, 2014

Re: Assessor's Statement of Value
Property Address: 3063 Biddle Ave., Wyandotte MI 48192
Property Identification Number: 82-57-011-15-0009-002

To Whom It May Concern:

The total Assessed Value/State Equalized Value (SEV) for the Land and Building is \$232,900, with a Land Value of \$52,200 and a Building Value of \$180,700.

The total Taxable Value (TXBL) for the Land and Building is \$232,900, with a Land Value of \$52,200 and a Building Value of \$180,700.

The Assessed Value/State Equalized Value (SEV) and the Taxable Value (TXBL) of the portion of the Building that will be used for residential purposes (the 3rd Floor) is \$45,200 (25% of the total Building Value).

The Assessed Value/State Equalized Value (SEV) and the Taxable Value (TXBL) of the portion of the Building that will be used for commercial purposes (the basement, 1st and 2nd floor, mezzanine level, and possibly the roof) is \$135,500 (75% of the total Building Value).

Please see the attached Assessor's Record Card for additional information.

If you should have any questions please feel free to contact the undersigned.

Sincerely,

Thomas R. Woodruff
City Assessor

Attachment

Parcel Number: 82 57 011 15 0009 002

Jurisdiction: CITY OF WYANDOTTE


County: WAYNE

Printed on

07/29/2014

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
CITY OF WYANDOTTE	ROEBUCK RESIDENTIAL LLC	350,000	04/30/2014	PTA	00-NOT AUDITED		OTHER/L-4260	100.0
A-1 STORAGE CUBICLES INC	CITY OF WYANDOTTE	500,000	05/01/2012	WD	16-CONVENTIONAL SALE	2012323080	OTHER/L-4260	100.0
BOZENSKI, MICHAEL ET AL	KEPPEN MB LLC	1	06/02/2011	QCD	09-NO CONSIDERATION	2011249770	DEED	0.0
BOZENSKI, MICHAEL L.	KEPPEN MB, LLC	0	06/02/2011	PTA	09-NO CONSIDERATION		OTHER/L-4260	0.0

Property Address	Class: COMMERCIAL REAL	Zoning:	Building Permit(s)	Date	Number	Status				
3063 BIDDLE	School: 57-WYANDOTTE									
Owner's Name/Address	P.R.E. 0%									
ROEBUCK RESIDENTIAL LLC	MAP #:									
100 MAPLE	2015 Est TCV 465,800(Value Overridden)									
WYANDOTTE MI 48192	Improved X Vacant	Land Value Estimates for Land Table 00020.COMMERCIAL								
	Public	* Factors *								
	Improvements	Description	Frontage	Depth	Front Depth	Rate %Adj. Reason Value				
	Dirt Road		135.00	120.00	1.0000 1.0000	0 100 0				
	Gravel Road	Flat Value: \$5.83 SQ FT 104,468								
	Paved Road	135 Actual Front Feet, 0.37 Total Acres Total Est. Land Value = 104,468								
	Storm Sewer									
	Sidewalk									
	Water									
	Sewer									
	Electric									
	Gas									
	Curb									
	Street Lights									
	Standard Utilities									
	Underground Utils.									
Tax Description	Topography of Site									
00133 134 S 10 FT OF LOT 9 ALSO LOTS 10 TO 14 INCL. EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR	Level									
Comments/Influences	Rolling									
FORMER SEARS	Low									
	High									
	Landscaped									
	Swamp									
	Wooded									
	Pond									
	Waterfront									
	Ravine									
	Wetland									
	Flood Plain									
	Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
				2015	52,200	180,700	232,900			232,900S
				2014	EXEMPT	EXEMPT	EXEMPT			EXEMPT
				2013	0	0	0			0
				2012	47,200	163,100	210,300	210,300M		158,870C



The Equalizer. Copyright (c) 1999 - 2009.
Licensed To: City of Wyandotte, County of Wayne, Michigan



The Equalizer. Copyright (c) 1999 - 2009.
Licensed To: City of Wyandotte, County of
Wayne, Michigan

*** Information herein deemed reliable but not guaranteed***

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

August 4, 2009

Todd A. Drysdale
Director of Financial & Administrative Service
3131 Biddle Avenue
Wyandotte, Michigan 48192

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the attached is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at a regular meeting held on August 3, 2009.

William R. Griggs
City Clerk

cc: Assessor, Finance, Downtown Development, Clerk's File

RESOLUTION TO ESTABLISH A NEIGHBORHOOD ENTERPRISE ZONE

Wyandotte, Michigan

Dated August 3rd, 2009

RESOLUTION BY COUNCILPERSON Leonard Sabuda

RESOLVED by the City Council that

WHEREAS, pursuant to the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended, the City of Wyandotte is authorized to provide for the creation of neighborhood enterprise zones; and

WHEREAS, the Act requires that the Council hold a public hearing not later than 45 days after the Clerk notifies the Assessor and each taxing unit that levies ad valorem property taxes in a proposed zone; and

WHEREAS, the Clerk notified each taxing unit by May 27, 2009, of the public hearing scheduled for June 15, 2009, and such hearing was held; and

WHEREAS on July 6, 1987, the City of Wyandotte adopted Ordinance No. 820 requiring the registration, inspection and Certificates of Compliance for all rental dwellings. Said ordinance is also known as Chapter 31.1 – Rental Dwellings and Rental Units, of the City's Code of Ordinance; and

WHEREAS, on March 21, 1988, the City of Wyandotte adopted Ordinance No. 840 requiring the inspection and Certificates of Approval for building code compliance of all one and two family dwellings prior to sale or transfer in the City of Wyandotte. Said ordinance is also known as Chapter 19 – Housing Code, Section 19-5 of the City's Code of Ordinance.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Council acknowledges receipt of the Assessor's amended report stating the amount of the True Cash Value of the property located within proposed Neighborhood Enterprise Zone No. 8 is \$102,991,200.
2. The Council acknowledges previously receiving a table indicating the total acreage of existing and proposed NEZ areas is as follows: the acreage of property within the seven (7) existing NEZs is approximately 169.31 acres (4.78% of the City's area); the acreage of property within NEZ No. 8 is approximately 140.23 acres (3.96% of the City's area); and the combined acreage of property within the existing and proposed neighborhood enterprise zones is approximately 309.54 acres (8.73% of the City's area). A maximum of 15% of the City's area may be included within a NEZ.
3. The Council hereby finds that proposed Zone No. 8 is generally consistent with the Master Plan for Future Land Use – Central Business District Area (CBD), adopted by the Planning and Rehabilitation Commission on October 20, 1994, and by the City Council on October 31, 1994, and as last amended by the Planning and Rehabilitation Commission on January 18, 2007 and April 19, 2007, and the City Council on March 19, 2007; and that said Zone No. 8 is consistent with the City's neighborhood preservation and economic development goals for the Central Business District Area.

4. The Council hereby states that the City's goals, objectives, and policies relative to the maintenance, preservation, improvement, and development of housing for all persons regardless of income level living within the proposed neighborhood enterprise zone and all residential areas are as set forth in the Master Plan for Future Land Use, as adopted by the Planning and Rehabilitation Commission on October 20, 1994, and by the City Council on October 31, 1994, and as last amended by the Planning and Rehabilitation Commission on January 18, 2007 and April 19, 2007, and the City Council on March 19, 2007, which states, in part: "Areas immediately adjacent to the CBD core should serve as areas for high-density housing and office uses to reinforce the market for downtown business and services"; "Uses related to or which support the vitality of the CBD such as housing, entertainment and waterfront recreation should be encouraged..."; The development of new multiple-family housing pursuant to current zoning standards should be considered for the area adjacent to the CBD..."; "The two-story character of downtown, particularly along Biddle Avenue, should be preserved and encouraged for both building remodeling and new developments"; "Efforts should be made to promote the use of second-floor space for activities which will lend support to downtown's primary retail function, i.e., offices and dwellings."; "Support efforts...relative to tax incentives for real property improvements."; "Stabilize the housing mix (single-family and multiple-family) to provide housing opportunities for all segments of present and future residents..."; "Preserve and continuously improve the residential area and provide for a cross section of high quality housing suitable for all segments of population while maintaining emphasis on the single-family home"; "Improve the quality of housing"; and "The continuing stabilization and improvement of neighborhoods."

5. The Council hereby designates Neighborhood Enterprise Zone No. 8 for both new and rehabilitated facilities as that area described and depicted in Exhibit "1" hereto which area consists of approximately 140 acres.

6. And further Council hereby determines that for new construction projects, NEZ certificates will be approved for a 12-year period, while for rehabilitation projects, NEZ certificates will be approved for a 15-year period.

7. The Mayor and Clerk are hereby authorized to execute the necessary documents and to notify the State Tax Commission of passage of this resolution.

I move the adoption of the foregoing preamble and resolution.

MOTION BY COUNCILPERSON

Leonard Sabuda

SUPPORTED BY COUNCILPERSON

Todd M. B.

YEAS

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✓

COUNCIL

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

NAYS

ABSENT
