

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, OCTOBER 27 TH, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR -PRO TEM LAWRENCE STEC
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA JR.

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

COMMUNICATIONS MISCELLANEOUS:

1. Communication from the Daughters of the American Revolution; Monguagon Chapter of Michigan (Serving the Downriver Area) regarding designating November as the National American Indian Heritage Month.

2. Communication from Melanie Brown regarding various issues as they pertain to the Vinewood Village Condominium Association and the management of same.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

3. Communication from the Special Event Coordinator regarding the Tree Lighting Street Closures to take place on FRIDAY, NOVEMBER 21, 2014 on Sycamore Street between Biddle Avenue and the alley.

4. Communication from the City Engineer submitting a sale agreement for NSP2 Home 655 Vinewood.
5. Communication from the City Engineer relative to the Neighborhood Stabilization Program (NSP2) Program income Grant and Sale of Old City Hall, 3131 Biddle Avenue.
6. Communication from the City Engineer regarding the purchase of additional 96 gallon toters.
7. Communication from the City Engineer submitting a rezoning application on behalf of Noreen Mehlhouse for the property located at 2927-4th between Oak and Elm from RT to PD.
8. Communication from the City Attorney relative to the Adoption of the 2012 International Fire code
9. Communication from the City Attorney relative to the Adoption of the 2012 Michigan Building Code.

CITIZENS PARTICIPATION:

FIRST READING OF ORDINANCES:

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND
THE CITY OF WYANDOTTE CODE OF ORDINANCES BY ADOPTING BY
REFERENCE THE 2012 INTERNATIONAL FIRE CODE

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND
THE CITY OF WYANDOTTE CODE OF ORDINANCES BY
ADOPTING BY REFERENCE THE 2012 EDITION
OF THE MICHIGAN BUILDING CODE"

REPORTS AND MINUTES

Cash Receipts from Finance	October 23, 2014	\$114,857.68
Police Commission Meeting	October 14, 2014	
Planning Commission Meeting	July 17, 2014	
Wyandotte Recreation Commission	October 14, 2014	



RECEIVED

OCT 10 2014

**CITY OF WYANDOTTE
MAYOR'S OFFICE**

National Society Daughters of the American Revolution

**Monguagon Chapter of Michigan
(serving the Downriver area)**

October 6, 2014

Dear Mayor,

The 1976 Native American Awareness Week was expanded by Congress and President George Bush in August of 1990 by designating November as the National American Indian Heritage Month.

The month long celebrations and recognitions of Indian cultures, arts, education, historical activities, and heritage enrich our national culture as well.

Since the Downriver area's heritage of the Wyandotte Indians has had significant impression on our society today in this area, it seems appropriate to honor our native ancestors and their contribution to all cultures in this country.

In honor of this month, we ask that the Mayors of the Downriver communities proclaim the month of November as American Indian Heritage Month.

I would like to extend another thank you to the Mayors who participated in the acknowledgment of the National American Indian Heritage Month for 2013

A sample of such a proclamation is enclosed for your convenience.

Thank you

**Please respond to:
Lugene Flores
American Indians Chairperson
15079 Siebert Street
Taylor, MI 48180**

PROCLAMATION

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of American today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

NOW THEREFORE, I, _____, by virtue of the authority vested in me as Mayor of the _____, Michigan do hereby proclaim November 2012 as the National American Indian Heritage Month, in the _____ and urge all citizens to observe this month with appropriate programs, ceremonies and activities.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the _____, Michigan be affixed this _____, Two-thousand and twelve.

(name and signature)

Dear Mayor and council,

October 23, 2014
②

On Monday, October 6, the Co-owners of the Vinewood Village Condominium Association and representatives of Kramer – Triad were invited to a special meeting of the Wyandotte City Council to discuss issues with the budget and resulting Association fees. Several owners, with the assistance of Renee Tarnoski, presented substantial documentation and made strong arguments regarding the responsibility the City of Wyandotte has as the developer of the program to provide assistance to these owners who now find themselves financially burdened. At the conclusion of the meeting, the Council asked the owners to specify their desired outcomes. This letter has been prepared as a response to that request.

First and foremost, we would like to convey that while the city has assigned its powers to Kramer-Triad to control the administration of the Condominiums (as outlined in Article XXI of the Bylaws), we do not believe that this removes all responsibility from the City for the current situation. **We argue that there were material omissions and oversights by all parties entrusted with:**

- **Preparing the FY13 budget and resulting Association fees**
- **Preparing the FY14 budget and resulting Association fees**
- **Transitioning from “Developer Management” to “Owner management”.**

Attached to this document and referred to throughout is a financial summary and budget analysis we have prepared using figures taken directly from financial reports prepared by Kramer-Triad.

We believe the original estimated Association Fees of \$121 were established with minimal effort. Article II, Section 3 (a) of the Bylaws state *“The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including reasonable allowance for the contingencies and reserves.”*

While the original budget of \$121 included the minimum of 10% reserves, it did not:

- Include any allowance for contingencies
- Take into account the loss of income from unoccupied units
- Take into consideration the need for reserves greater than the 10% minimum.

These inaccurate calculations resulted in a 2013 year-end balance of Operating Funds of only \$1,783 - of which \$695 was pre-paid Assessments by Owners. If not for the income of \$3,993 from Initial Contribution of Owners (which is a one-time fee not included in the budget), there would have been a deficit of over \$2,200 at the end of the 2013 fiscal year. This underestimated budget may have affected purchasing decisions that were made based upon the original \$121 per month fee, which when increased, caused undue burden on current owners and their families. This also left the association in a less than desirable condition for the transition to owner management. **It is our opinion that a first year budget of \$155 per month Assessment would have been a much more accurate figure, adding approximately \$2,720 to the operating fund balance and providing a solid foundation for the transition to owner management.**

The 2014 budget preparation experienced all of the previously mentioned issues with the added issue of not having known expenses properly carried over. **The attached document indicates that there was a shortage in revenue of \$2,480 due to units being vacant for part of the year (Section A).** This resulted in a drop in Operating Funds at Month End in August down to a low of \$1,046 of which \$980 was Pre-paid Assessments (Section B). **Additionally, July was the only month that the required minimum contribution was transferred to the reserve fund, increasing the budget shortage by \$1,989 (Section C).** Upon careful review of the budget, there are three items which appear to be substantially under budget (Section D). **Together the items from Section D contributed an additional \$3,821 to the budget shortage. The total shortage caused by the items in Sections A, C, and D is \$8,290 for FY14.**

Finally, we would like to discuss the transition from "Developer Managed" to "Owner Managed". Article IX, Section 2 of the Bylaws describes in detail the involvement the developer is to have in the First Annual meeting of members. Article X of the Bylaws goes on to state that *"the Developer shall cause to be established an Advisory Committee....to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners"*. We believe there were substantial shortcuts taken in the transition process which contributed to the current situation.

It is the desire of the Board of Directors to operate the Vinewood Village Condominium Association in such a way that we are not only satisfying requirements, but also ensuring that these 14 homes remain a positive attribute to the City of Wyandotte in every respect. The long term impact of this will benefit the community, contribute to the tax base, and ensure the goals of the NSP are accomplished by providing high quality affordable housing for low and moderate income families. **In view of the aforementioned items, we make the following requests of the City of Wyandotte:**

1. **Contribute a one-time payment of \$11,010 (\$2,720 + \$8,290) to the Vinewood Village Condominium Association to restore it to the point it would have been had the Association budget been properly calculated. This will allow the association to restore its reserve and operating fund to appropriate levels.**
2. **Assist the association in applying appropriate pressure to Kramer-Triad to provide a 6 month period of transition, including full service management and officer training.**

In addition, the Vinewood Village Condominium Association commits to:

1. **Immediately increasing the monthly assessment per unit to \$200 to ensure the needed funds are available for ongoing needs.**
2. **Carefully review the FY15 budget, adjusting the assessment as needed in January and annually thereafter to ensure continuity of operations.**

Melanie A. Brown
(Melanie A. Brown)

657 Vinewood St., Wyandotte, MI 48192

Vinewood Village
Financial Summary and Budget Analysis
As of 10/18/2014

Section A	FY13 Actual	FY14 Total	January	February	March	April	May	June	July	August	September	October	November	December	Note
Monthly assessment/Unit	\$ 121.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	
Budgeted Occupied units	14	14	14	14	14	14	14	14	14	14	14	14	14	14	
Budgeted Assessment Income	\$ 20,328.00	\$ 26,040.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	\$ 2,170.00	
Actual Occupied Units			10	12	12	12	12	13	13	13	13	13	13	13	
Current fees paid occupied units	\$ 10,017.00	\$ 23,250.00	\$ 1,550.00	\$ 1,860.00	\$ 1,860.00	\$ 1,860.00	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00	
Income shortfall from vacancies	\$ 10,311.00	\$ 2,790.00	\$ 620.00	\$ 310.00	\$ 310.00	\$ 310.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	
YTD Assessment Income Shortage		\$ 2,480.00	\$ 620.00	\$ 930.00	\$ 1,240.00	\$ 1,550.00	\$ 1,705.00	\$ 1,860.00	\$ 2,015.00	\$ 2,170.00	\$ 2,325.00	\$ 2,480.00			
Section B															
Operating Funds - Month End	\$ 1,738.00		\$ 2,445.00	\$ 3,887.00	\$ 1,930.00	\$ 1,992.00	\$ 2,393.00	\$ 1,469.00	\$ 791.00	\$ 1,046.00					
Less Pre-paid Assessments Liability	\$ 695.00		\$ 971.00	\$ 955.00	\$ 1,005.00	\$ 1,005.00	\$ 980.00	\$ 1,290.00	\$ 955.00	\$ 980.00					
Net Current Funds	\$ 1,043.00		\$ 1,474.00	\$ 2,932.00	\$ 925.00	\$ 987.00	\$ 1,413.00	\$ 179.00	\$ (164.00)	\$ 66.00	\$ -				
Section C															
Budgeted Reserve Contribution	\$ 2,062.00	\$ 2,653.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	\$ 221.00	
Actual Reserve Contribution	\$ 2,243.00	\$ 221.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221.00	\$ -	\$ -	\$ -	\$ -	\$ -	
YTD Reserve Contributions Shortage		\$ 1,989.00	\$ 221.00	\$ 442.00	\$ 663.00	\$ 884.00	\$ 1,105.00	\$ 1,326.00	\$ 1,326.00	\$ 1,547.00	\$ 1,768.00	\$ 1,989.00			
Section D															
Budget Items with shortage	FY14 Budget	Actual YTD Aug	YTD Variance	Annualized	FY14\$Shortfall	Notes									
Maintenance/Repairs - building	\$ 500.00	\$ 2,002.00	\$ 1,502.00	\$ 2,669.33	\$ 2,169.33	FY13 had \$2000 budgetted, why was this reduced on a 14 unit /\$1m+ complex?									
Property Insurance	\$ 1,840.00	\$ 1,940.00	\$ 100.00	\$ 2,886.67	\$ 746.67	FY 13 actual was \$2376, why was this reduced?									
Electric - common lighting	\$ 500.00	\$ 1,054.00	\$ 554.00	\$ 1,405.33	\$ 905.33	FY 13 actual was \$368, believed the lighting was not fully operational all year.									
Total category shortages FY14 Budget					\$ 3,821.33	Substantially under budget resulting in a false low budget number									
Section E															
Budget Items of Concern	FY14 Budget	Actual YTD Aug	YTD Variance	Annualized	FY14\$Shortfall	Notes									
Water service - common sprinklers	\$ 750.00	\$ -	\$ (750.00)	\$ -	\$ (750.00)	FY 13 actual was \$993, no water bills recorded as paid as of Oct. 6, 2014. Where are the bills for this?									
Section F															
Notes:															
Item # 10 - Current fees paid is product of the number of occupied units times \$155 fee, it does not include pre-paid or past due assessments. Cash on hand is reported below.															
Net Current Funds is the portion of Operating Funds (Cash on hand for operations) less the amount of Dues pre-paid (in advance) by owners.															
In June, July and August the Current Funds dropped to a level near or below the amount of pre-paid assessments.															
January 2014 General Ledger Report shows a \$750 opening balance in Account # 4125, Developer Contributions - Operating. I was in February statement but has been gone since March?															

VINEWOOD VILLAGE Breakdown of years months & addresses for Resident Move in & dues began

	2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
616 Superior				121	121	121	121	121	121	121	121	18th		847.00
618 Superior				4th										-
620 Superior				25th										-
622 Superior				121	121	121	121	121	20th					605.00
641 Vinewood				9th										-
643 Vinewood				8th										-
645 Vinewood				8th										-
647 Vinewood				121	17th									121.00
649 Vinewood				121	29th									121.00
651 Vinewood			26th											-
653 Vinewood				121	121	121	9th							363.00
655 Vinewood				121	121	121	121	121	121	121	121	121	121	1,089.00
657 Vinewood				17th										-
659 Vinewood				121	121	121	121	121	121	121	121	121	121	1,089.00

	2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
616 Superior														-
618 Superior														-
620 Superior														-
622 Superior														-
641 Vinewood														-
643 Vinewood					7th									-
645 Vinewood														-
647 Vinewood														-
649 Vinewood														-
651 Vinewood														-
653 Vinewood														-
655 Vinewood		155	155	155	155	155	155	155	155	155				1,395.00
657 Vinewood														-
659 Vinewood		155	155	155	155	2nd								620.00

Total 2013-14

6,250.00

Yellow vacant unit developer responsible

black is occupied

The number under listed under a month of a year is when a resident signed for the home.

Green Unit

655 Vinewood is marked in Green for October - December for 2014. The city advised us that the paperwork will be sent over as soon as possible from the sale

2013 dues amount \$121 per month

2014 dues amount \$155 per month

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

③

MEETING DATE: October 27th 2014

AGENDA ITEM # _____

ITEM: City of Wyandotte Tree Lighting Street Closure

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you know, the Special Events Coordinator is in the process of coordinating the holiday events. This year the 2014 Christmas Tree Lighting will be held November 21st and we would like to request the use of Sycamore Street from Biddle Avenue to the alley to be used for events during the lighting. We request that this area be blocked off no later than 4 pm, Friday, November 21st and will be reopened by DPS Staff after the lighting.

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The budget for the said event is - \$7,000

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shirley Spalding*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *Lynn S. Atwood*

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 27th 2014

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the road closure and use of city property for the City of Wyandotte Parade and Tree lighting scheduled

for Friday, November 21st 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(4)

MEETING DATE: October 27, 2014

AGENDA ITEM #

ITEM: Sale Agreement for NSP2 Home 655 Vinewood

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-22-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: At the meeting of October 20, 2014, your Honorable Body referred the communication regarding the sale of the NSP2 home at 655 Vinewood to the City Engineer and City Attorney. A review of the attached Agreement has been completed and the following could be considered for Paragraph 24:

24. The Seller has received complaints about how the association fee has been computed. The condominium is being managed by its association of co-owners and also has a property manager. The Seller has had no input in the computation of the current monthly association fee of \$155.00. You have the opportunity prior to submitting this Offer to Purchase to make inquiries with the association about how the monthly association fee was computed and about the likelihood of any increase in the future.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods

ACTION REQUESTED: Approval of sale agreement between Purchaser, Sheila Baker, and the City contingent on Purchaser accepting changed Paragraph #24.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydal*

LEGAL COUNSEL'S RECOMMENDATION: *W. Soth*

MAYOR'S RECOMMENDATION: *LS/gf*

LIST OF ATTACHMENTS: Sale Agreement

cc: Jerry Miller, Wyandotte Realty
Lindsay Hager, Capital Access
Emanuel Odom, MSHDA
Ms. Baker

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 20, 2014

AGENDA ITEM # ERK

2014 OCT 16 P 2:50

ITEM: Sales Agreements for NPS2 Home 655 Vinewood

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-15-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City received NSP2 Funds to continue the development at the Vinewood Village Condominium Complex. Council approved the listing price of this property in November, 2012, and had three (3) price reductions since then. On January 6, 2014, a random drawing was held and a purchaser was selected, however this offer has since been released. Therefore, the following offer has been received:

Sheila Baker, 19730 Fort Street, Apt 104, Riverview, Michigan 48193 in the amount of \$60,871.50. Ms. Baker is between 50% and 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$13,043 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for five (5) years this lien will not have to be repaid. The final mortgage is in the amount of \$47,828.50.

The proforma of expected expenses includes an estimated association fee of \$155/.00 per month. Item #24 has been added to the Addendum to Purchase Agreement to assure that Purchaser is aware of this fee.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods

ACTION REQUESTED: Approval of sale agreement between Sheila Baker and the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Dupda*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *SL/jk*

LIST OF ATTACHMENTS: Sale Agreement

cc: Jerry Miller, Wyandotte Realty
Lindsay Hager, Capital Access
Emanuel Odom, MSHDA
Ms. Baker

LOTTERY FORM TO ACQUIRE NSP2 HOME

Date: September 29, 2014

TO: The Honorable Mayor and City Council
City Hall
Wyandotte, Michigan

RE: File No. 4603

DUE DATE: Monday, November 12, 2012

649 Vinewood, 651 Vinewood, 653 Vinewood, x 655 Vinewood,
657 Vinewood, 659 Vinewood
616 Superior, 618 Superior, 620 Superior, 622 Superior
(Please place an "X" next to the home you are submitting a Purchase Agreement on)

In order of preference: 1st 655 Vinewood 2nd _____
3rd _____
4th _____ 5th _____ 6th _____ 7th _____
8th _____ 9th _____ 10th _____

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

- ☒ NSP2 SINGLE – FAMILY SALES PROGRAM GUIDELINES: has read and understands policy.
- ☒ INSPECTION: Familiarity with the present condition of premises based on recent inspection.
- ☒ COMPREHENSION: Understanding that Purchase Agreement is subject to the Wyandotte City Council approval prior to closing
- ☒ PURCHASE PRICE : Sixty Thousand Eight Hundred Seventy Two Dollars
Dollars
(\$ 60,872.00)

- ☒ DEPOSIT: One Percent (1%) of above amount enclosed. Check No. 178958.
Make check payable to the Minnesota Title Agency
- ☒ Enclosed Purchase Agreement
- ☒ Enclosed Housing counseling Certificate ☒ 50% or Below of Area Median Income
- ☒ Enclosed Pre-Qualified Mortgage Letter ☒ 120% or Below of Area Median Income
- ☐ If approval from MSHDA for Homebuyer Assistance exceeds \$30,000.00 is needed

I/We hereby certify that income for the household has not changed since receiving the Certificate of completion of 8 hours of housing counseling.

SIGNATURE: Sheila Baker

NAME: Sheila Baker
Please print

ADDRESS: 19730 Fort St Apt 104 Riverview, Mi
48193

Please print
Phone: 734-771-3320

Appendix B

CITY OF WYANDOTTE

3131 Biddle Avenue
Wyandotte, Michigan 48192
Telephone: (734) 324-4551
Fax: (734) _____



OFFER TO PURCHASE REAL ESTATE

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 _____ and being known as 655 Vinewood _____ Street, together with all
improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm
doors, screens, awnings, TV antenna, gas conversion unit and permit, **ALL APPLIANCES** if **any**, now on the premises, and to pay
therefore the sum of Sixty Thousand Eight Hundred Seventy Two Dollars
(\$ 60,872 .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:

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a <u>FHA</u> mortgage in the amount of \$ <u>TBD</u> _____, and pay ONE PERCENT (1%) <u>down</u> including mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Purchaser understands that this Offer to Purchase is being submitted contingent upon Purchaser meeting the following requirements in each category listed below as established by the City of Wyandotte Neighborhood Stabilization Program (NSP): (1) Minimum Percentage of Down Payment: 1% (2) Minimum Credit Score: 640 (3) Employment Status: Employed or being able to show a reliable income source (4) Minimum Debt-Income Ratio: 40%
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser, at Purchaser's cost, as soon as possible Policy of Title Insurance in an amount not less than the purchase price as determined by Purchaser, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement and tax history certified to a date later than the acceptance thereof.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage.
Purchaser's Default	4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Seller's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

Title Objections	6. 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.
Possession	7. The Seller shall deliver and the Purchaser shall accept possession of said property AT CLOSING.

Taxes and Prorated Items	8. 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> 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.
Acceptance	9. It is understood that this offer is irrevocable for five (5) 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. The Seller is hereby authorized to accept this offer and the deposit of <u>608.72</u> (\$0.00) 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. Said check shall be made payable to: MINNESOTA TITLE INSURANCE AGENCY.

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 \$ 60,872.00 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 \$ 1.00.

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

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

13. The closing of this sale shall take place at the office of the City Engineer, 3451 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.

14. THE PURCHASER MUST CLOSE THIS TRANSACTION WITHIN 90 DAYS OF THE EXECUTION OF THIS PURCHASE AGREEMENT. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THIS PURCHASE AGREEMENT BECOMING AUTOMATICALLY NULL AND VOID AND FORFEITURE OF DEPOSIT.

Additional conditions, if any: See Addendum attached hereto and incorporate herein for additional Paragraphs

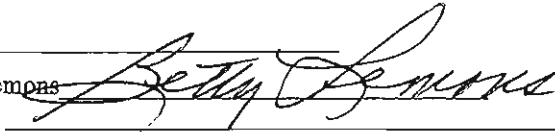
Witness:

Dated: _____, 2013

SELLER: City of Wyandotte

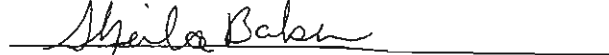
By: _____
Its: _____
By: _____
Its: _____

Betty Lemons



Dated September 29, 2014

PURCHASER:



Sheila Baker

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 PURCHASE AGREEMENT
FOR PROPERTY KNOWN AS 655 VINWOOD
Wyandotte, Michigan

- SB 15. The Purchaser acknowledges that The City of Wyandotte (Seller) has provided the Purchaser a "Fair Housing and Equal Opportunity for All" pamphlet issued by the U.S. Department of Housing and Urban Development (HUD).
- SB 16. The Purchaser does hereby grant permission to the City of Wyandotte to use his/her photo and name in any lawful publication for the promotion of the City's Neighborhood Stabilization Program or any other approved City programs by signing photo release labeled Attachment A."
- SB 17. Household includes all persons residing at the current residence or persons living at the current residence during the past twelve (12) months. Purchaser acknowledges that the number of household members or income has not changed since his/her submission of NSP2 application.
- SB 18. Any proposal submissions exceeding one (1) per household will be disqualified. Purchaser acknowledges that they will have not submitted any other proposals for the same NSP2 home.
- SB 19. Purchaser will be responsible for title premium and recording fees, which will be deducted at time of closing.
- SB 20. This Agreement is contingent upon the approval of the Wyandotte City Council and Michigan State Housing Development Authority (MSHDA) approval including if required, a mortgage buy down exceeding Thirty Thousand (\$30,000.00) Dollars.
- SB 21. Purchaser will cooperate with the seller to provide seller access to Purchaser's monthly utility bills for the next five (5) years.
- SB 22. Purchaser will be required to sign a Homebuyer Certification and Program Agreement at time of closing.
- SB 23. At closing, the City of Wyandotte will assign to the Purchaser all warranties it has received from the Contractor. It is understood that the term of the warranties began at the agreed upon "Substantial Completion Date." Therefore, the term of such warranties will be less than one(1) year.


Betty Lemons

Dated: September 29, 2014

PURCHASER:


Sheila Baker, a single woman

SELLER: The City of Wyandotte

By: _____

Its: _____

By: _____

Its: _____

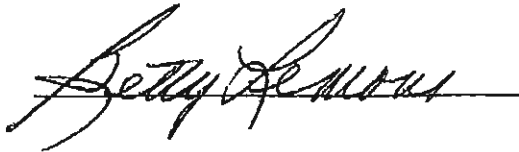
Dated: _____

2ND ADDENDUM TO PURCHASE AGREEMENT

FOR PROPERTY KNOWN AS 655 VINEWOOD

WYANDOTTE, MICHIGAN

#224 Purchaser understands the Homeowner Association Fees are currently \$155.00 per month. It is expected that this fee will increase.



PURCHASER:



Sheila Baker

Dated: 10/13/14

SELLER: City of Wyandotte

Lawrence S. Stec, Mayor Pro-Temp

William R. Griggs, City Clerk

Dated: _____



LIGHTHOUSE EMERGENCY SERVICES HOMEBUYER EDUCATION PROGRAM

Certificate of Completion

Sheila M. Baker

August 13, 2014

*Has completed the Lighthouse Emergency Services **Eight Hour** Homebuyer Education Training*

*** Certificate is valid for one year from date ***


Sheila E. Lincoln
☒ NeighborWorks Certified Counselor
☒ MSHDA Certified Counselor



FINAL WALK THRU

Purchaser, Shella Baker, conducted a final inspection walk thru of 655 Vinewood, Wyandotte on _October 13, 2014_____.

Attached Exhibit A identifies all items that the Seller, City of Wyandotte, agrees to repair. There is no other warranty or limited warranty that applies to this purchaser and Purchaser agrees that the only repairs required to be made by the City are those listed on Exhibit A.

Purchaser: Shella Baker

City of Wyandotte: _____

Date: _____

EMD Info Sheet
(attach check)

Property Address: 655 VINWOOD

Buyer
Last Name: BAKER

Seller
Last Name: CITY OF WYANDOTTE

Sale Price: \$ 60872

Type of Financing: FHA

Selling Office: REMAX

Selling Agent(s): BETTY LEMONS

Listing Office: Downriver Real Estate

Listing Agent(s): JERRY MILLER

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND, MICROPRINTING & WATERMARK

Advantage
one
Federal Credit Union

23670 Telegraph Road - Brownstown, MI 48134 - (734) 676-7000
13050 Fort Street - Southgate, MI 48195
14750 King Road - Riverview, MI 48193

01 00198958

198958

VOID AFTER 90 DAYS

10/02/2014

\$608.72

PAY

*** SIX HUNDRED EIGHT DOLLARS AND 72 CENTS ***

⇒ ⇒ ⇒ **PAY ONLY \$608.72**

TO
THE
ORDER
OF

MINNESOTA TITLE
FBO SHEILA BAKER

X


AUTHORIZED SIGNATURE

VOID OVER \$608.72 01 00198958

ADVANTAGE ONE
FEDERAL CREDIT UNION
BROWNSTOWN, MI

Attachment "A"

Photo Release Form

I hereby grant the City of Wyandotte, its successors and those acting under its authority permission to use the likeness and name of my family and myself in a photograph in any and all of its publications, including website entries, without payment or any other consideration.

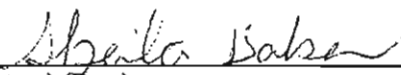
I understand and agree that these materials will become the property of the City of Wyandotte and will not be returned.

I hereby irrevocably authorize City of Wyandotte to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the City of Wyandotte's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein likeness of my family or myself appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge the City of Wyandotte, its successors and those acting under its authority from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to contract in my own name and in the names of my family members which are not competent. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.



(Applicant's Signature) (Date)

Sheila Baker 9/29/2014

(Printed Name) (Date)

(Co-Applicant's Signature) (Date)

(Printed Name) (Date)

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

(Parent/Guardian's Signature) (Date)

(Parent/Guardian's Printed Name)

LIGHTHOUSE EMERGENCY SERVICES HOMEBUYER EDUCATION PROGRAM

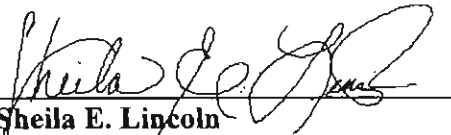
Certificate of Completion

Sheila M. Baker

August 13, 2014

*Has completed the Lighthouse Emergency Services **Eight Hour** Homebuyer Education Training*

*** Certificate is valid for one year from date ***


Sheila E. Lincoln
☒ NeighborWorks Certified Counselor
☒ MSHDA Certified Counselor





Since 1949

7343 Allen Road

Allen Park, MI 48101

Office: 734-759-0012 ext. 2206 Fax: 248.658.2791

Letter of Approval

September 29, 2014, 2014

Names: Sheila Baker
Property Address: TBD
Sales Price: \$67,635.00
Mortgage Amount: \$65,267.00
Mortgage Financing: FHA MSHDA 30 yr. Fixed

Ross Mortgage Corporation agrees to make a mortgage loan on the captioned property to Borrower in accordance with the terms and conditions contained herein. This commitment is not assignable by Borrower. In addition to the monthly principle and interest payments, Borrower will be required to pay a monthly escrow for taxes and insurance and, if applicable, private mortgage insurance premiums.

CONDITIONS

Ross Mortgage Corporation shall not be obligated to make the loan unless and until it receives in form and substance satisfactory to it: (1) An appraisal by an appraiser approved by Ross Mortgage Corporation and subject to the conditions of the appraisal; (2) title insurance commitment to insure a first mortgage and mortgage survey confirming the commitment; (3) no material change to the information provided to Ross Mortgage Corporation; (4) usual and customary closing requirements; and (5) additional specific conditions:

- Verification of all income to support amount(s) provided on application.
- Verification of all assets required to close

Should for any reason all conditions not be met and this loan not be closed by 12-17-14, or should lender determine at such earlier time that any condition cannot be met this commitment will be void.

INTEREST RATE

Ross Mortgage Corporation offers two options to guarantee interest rate:

- Option 1
LOCK IN Ross Mortgage Corporation will guarantee the above stated interest rate and program for a period of 45 calendar days from the date hereof. In no event shall the loan close at a rate less than the guaranteed.
- Option 2
FLOAT If you do not wish to have your interest rate guaranteed at this time, it is understood that the interest rate will be that rate which is in effect at Ross Mortgage Corporation forty-eight (48) business hours prior to the mortgage closing. It is further understood that an interest rate guarantee is available and, in the event Borrower wishes to have the interest rate guaranteed, Borrower may do so by meeting with their loan officer and executing a revised Mortgage Loan Commitment. Unless otherwise stated, the guaranteed rate commitment will be for a period of forty-five (45) calendar days from the date of execution.

Option Selected: Option 1: Lock In _____ Option 2: FLOAT XXXX
This commitment represents the entire agreement between the parties relating to the subject matter hereof and is issued in reliance upon the information which Borrower has provided. Any misrepresentation or omissions of fact relative to Borrower's application could, at the option of Ross Mortgage Corporation, void this commitment.

Ross Mortgage Corporation

Karen Miller
Senior Loan Officer
NMLS #370753

**VINEWOOD VILLAGE CONDOMINIUM
PURCHASE AGREEMENT**

Condominium Unit No. _____ (the "Unit")
Style: _____
(As shown on Condominium Subdivision Plan)

Unit Address: 655 Vinewood Wyandotte MI 48192

WHEREAS, City of Wyandotte, a Michigan municipal corporation, ("Developer") whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192, is the Developer of a Project known as Vinewood Village Condominium, a condominium, according to the Master Deed thereof recorded in the Wayne County Register of Deeds, located in the City of Wyandotte, Wayne County, Michigan; and

WHEREAS, Sheila Baker

(hereinafter known as "Purchaser"), wishes to purchase a Unit in the Condominium; and

WHEREAS, an Association of Co-owners has been established for the operation and regulation of the Common Elements of the Condominium.

IT IS AGREED AS FOLLOWS:

The Purchaser hereby agrees to purchase the above-referenced Condominium Unit according to the following terms and conditions:

Base purchase price	\$ 60,872.00
Custom Extras, if any	\$ _____
TOTAL PURCHASE PRICE	\$ 60,872.00
<hr/>	
Earnest Money Deposit paid on signing this Agreement ("Deposit")	\$ 608.72
<hr/>	
Additional Deposit to be paid by Purchaser on completion of rough carpentry	\$ _____
<hr/>	
Additional Deposit to be paid by Purchaser on completion of drywall	\$ _____
<hr/>	
BALANCE OF TOTAL PURCHASE PRICE DUE AT CLOSING	\$ 60,263.28

NOTE: Unless expressly stated otherwise in an addendum hereto signed by the Developer, Purchaser's Unit is being sold without any custom additions of any kind. Custom additions may only be made in writing by mutual agreement of Purchaser and Developer. If any agreement is made for custom additions hereafter, it must be shown upon a form to be provided and signed by Developer

and Purchaser and attached to this Agreement as an addendum. In the event Developer fails to perform any work covered by an addendum described in this paragraph, Developer shall, at the time of closing, refund to Purchaser any amounts previously paid by Purchaser with respect to any such work not performed by Developer, the same to be Purchaser's sole remedy. The base purchase price stated herein shall be increased by an amount to be paid for such custom additions as agreed upon by Purchaser and Developer.

Developer hereby agrees that all sums received under this Purchase Agreement shall be held in escrow and placed in an escrow account with Minnesota Title Insurance Company, by and through its authorized agent, Minnesota Title Insurance Company, whose address is _____

under an Escrow Agreement, a copy of which is attached hereto and incorporated by reference herein. Any interests earned on funds refunded to Purchaser upon the occasion of his withdrawal from this Agreement shall be paid to Developer.

Said Unit, if not constructed by the date hereof, shall be constructed substantially in accordance with the basic plans and specifications of Developer's typical model Unit which Purchaser has examined and approved. If necessitated by governmental regulation, material shortage or unavailability or other conditions beyond Developer's control, Developer may, in its discretion, make such changes and comparable substitutions for materials, equipment and fuel source called for in the specifications as are reasonable and in accordance with applicable building codes. No furnishings or extra features in the model shall be included in the purchase price unless specifically provided in the basic plans or in an addendum attached hereto. The nature of landscaping and construction materials shall be within the discretion of Developer unless otherwise expressly provided herein. The location and ground elevation of the Unit are to be determined by Developer, at its sole discretion. There may be significant variations in the grade of the Condominium property. The finished grade contours of the property may result in steps being required between the garage and the landing within the Unit. Accordingly, the final finished floor elevation configuration of each Unit may vary from the model depending on the grade of the Condominium Property at the Unit's location.

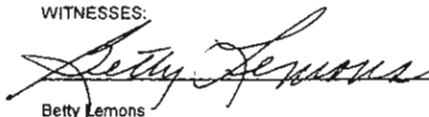
Purchaser agrees that, in addition to the purchase price above mentioned, he will be liable for his proportionate share of the Association assessment for maintenance, repair, replacement and other expenses of administration as outlined in the Bylaws.

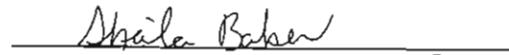
The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

This Agreement is executed by the parties on the 29th day of September, 2014. Purchaser acknowledges receipt of a copy of this Agreement, the Limited Warranty and the Escrow Agreement referred to herein.

THE PARTIES HERETO AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS ON THE REVERSE HEREOF WHICH PURCHASER ACKNOWLEDGES THAT HE HAS READ.

WITNESSES:


Betty Lemons


Sheila Baker
Purchaser

19730 Fort St Riverview, MI 48193

Address

Purchaser's Telephone No.: 734-771-3320

CITY OF WYANDOTTE, a Michigan municipal corporation

Developer's Telephone No.: _____

By: _____

15. The Condominium Buyers Handbook. Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of The Condominium Buyers Handbook published by the Michigan Department of Commerce.

VINEWOOD VILLAGE
ADDENDUM TO PURCHASE AGREEMENT NO. _____

Condominium Unit No.: _____

Purchaser and Developer have agreed that the Total Purchase Price includes the custom additions listed below. If Purchaser defaults under the Purchase Agreement, Purchaser will be liable for the cost of such custom additions in addition to other damages as provided in Paragraph 4 of the General Provisions of the Purchase Agreement. The change in the Total Purchase Price provided by this Addendum shall have no effect on any other provisions of the Purchase Agreement or its accompanying Addenda.

CUSTOM ADDITION	COST
Appliances as installed	

CUSTOM ADDITIONS \$ _____

PREVIOUS ADDITIONS \$ _____

BASE PURCHASE PRICE \$ _____

TOTAL PURCHASE PRICE \$ 60,872.00

Dated: September 29, 2014

CITY OF WYANDOTTE, a Michigan municipal
corporation

Sheila Baker

Sheila Baker

Purchaser

VINEWOOD VILLAGE CONDOMINIUM - GENERAL PROVISIONS

1. **Plan and Purpose.** The Condominium Association has been established as a Michigan non-profit corporation for the purpose of operating and maintaining the Common Elements of the Condominium. Each Co-owner will be a member of the Association and will be subject to the Bylaws and regulations thereof. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Bylaws and Condominium Subdivision Plan of the Condominium Project, and the Articles of Incorporation, Bylaws, and Rules and Regulations, if any, of the Condominium Association, copies of which have been, or will be, delivered to Purchaser.

2. **Conveyance of Title.** In consideration of Purchaser's agreement to purchase, Developer agrees to convey to Purchaser good and marketable title by warranty deed to said Unit, subject to any real estate taxes which constitute a lien but are not yet due and payable, easements and restrictions, if any, all governmental limitations and to the instruments referred to in paragraph 1 above. Purchaser agrees to close on the purchase of the Unit in accordance with the terms of this Agreement, subject to any withdrawal or cancellation rights stated herein. The closing shall take place at the office of Developer or at the office of Purchaser's mortgage lender. The closing shall take place within five days after the later of Developer's delivery of the title insurance commitment to Purchaser or completion of construction. Issuance of a temporary or final certificate of occupancy shall constitute satisfactory completion of construction. Failure of the Purchaser to close within the aforementioned five day period shall constitute a default under this Agreement for which Developer shall have all the remedies set forth in Paragraph 4 of the General Provisions of this Agreement. Purchaser further agrees that the closing date established above shall not be postponed because minor "punchlist" construction items may not have been completed by such date, and Purchaser agrees to accept possession of his Unit notwithstanding the existence of such items. Purchaser shall make any color and material selections not made as of the date hereof within 10 days after written request therefor by Developer. If Purchaser fails to make such selections in writing within such period, Developer may thereafter at its sole option declare Purchaser to be in default hereunder or make such selections on behalf of Purchaser and Purchaser agrees to accept the same without modification of his obligations hereunder. It is understood that Purchaser will, at the time title is conveyed to him, pay all mortgage costs and such other closing costs as are customarily paid by purchasers of comparable real estate in this jurisdiction and taxes, assessments and insurance will be adjusted to the date of closing.

Taxes will be prorated on a due-date basis with taxes considered being paid in advance. In addition to the Developer's credit for tax proration at the time of closing and in the event that the real property tax bills relative to the Condominium Project (or the phase thereof in which Purchaser's Unit is located) have not yet been split into separate tax bills for each Unit by the local tax assessor, Developer may require Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's estimated percentage of value share of real estate taxes with respect to the Condominium Project (or the phase thereof in which Purchaser's Unit is located) which will next fall due. Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy issued by Chicago Title Insurance Company in a face amount equal to the purchase price of the Unit. A commitment therefor will be furnished to Purchaser by Developer at or prior to closing.

An amount equal to 2 months' estimated assessment in advance shall be paid by Purchaser to the Association at the time of closing, as a nonrefundable working capital contribution and Purchaser shall also, if required by Developer, make a proportionate contribution to the Association's insurance at the time of closing.

3. **Cancellation Rights of Developer.** The rights of Purchaser hereunder shall be subject and subordinate at all times to the terms of any mortgage given by Developer on the phase of the Project in which Purchaser's Unit is located until conveyance of title pursuant hereto.

The Developer may, at its option, release the obligations of Purchaser under this Agreement in the event Purchaser shall secure another Purchaser who is satisfactory to Developer. This Agreement is not otherwise assignable.

4. **Default.** If, after this Agreement has become binding pursuant to paragraph 5 of these General provisions, Purchaser defaults in any of the payments or obligations provided in this Agreement and the default continues for five (5) days after written notice sent by Developer to Purchaser, then at the option of the Developer, Developer may extend the time period for the closing to take place and Developer may charge Purchaser the sum of One Hundred (\$100.00) Dollars per day for each and every day this sale does not close after the expiration of the five day period specified above as liquidated carrying charges. Notwithstanding the fact that Developer may have extended the period of time to close this sale, Developer may, at any time Purchaser is in default, terminate this Agreement and receive all Deposits paid by Purchaser as liquidated damages plus any liquidated carrying charges which have accrued as aforesaid. Notwithstanding the foregoing, liquidated damages and carrying charges shall not exceed the sum of (a) 15% percent of the base purchase price stated herein plus, (b) the full price of the custom additions, if any, purchased by Purchaser from Developer.

5. **Binding Effect.** This Agreement shall become a binding agreement upon the expiration of 9 business days after receipt by Purchaser of the documents referred to in paragraphs 1 and 15 of these General Provisions and the Disclosure Statement for the Condominium Project unless Purchaser waives his right of withdrawal during such time period in accordance with Section 84 of the Michigan Condominium Act. Prior to closing and the expiration of such 9-day period, Purchaser shall be entitled to withdraw from this Agreement after signing the same without cause and without penalty and to receive a refund of all funds deposited hereunder upon due written notice to Developer at any time within such 9-day period, unless Purchaser has waived the right of withdrawal as provided above.

6. **Developer's Obligation to Record Amendment.** If at the time of execution of this Agreement the Unit is proposed to be included within the Condominium Project, Developer shall record an amendment to the Master Deed which includes the Unit described herein within 6 months from the date of this Agreement. If Developer shall fail to record the amendment with such 6-month period, Purchaser shall have the right to terminate this Agreement by written notice to Developer at any time prior to the date on which Developer records such amendment and, upon due termination, to demand and receive from Escrow Agent all amounts paid hereunder in full termination of all rights and obligations of both parties.

7. **Developer's Obligation to Tender Conveyance.** Developer shall tender conveyance to Purchaser of any Unit referred to in paragraph 6 above within 1 year from the date hereof or, failing such tender, this Agreement shall be terminable by Purchaser by written notice to Developer for a period of 10 days after such failure, within which time Purchaser may demand and receive a return of all amounts paid hereunder in full termination of the rights and obligations of both Developer and Purchaser. In the event that Purchaser declines to make such demand, then this Agreement shall be extended for a further period of 6 months to enable performance by Developer and Purchaser hereunder.

8. **Attachment of Plans.** If paragraph 6 above is applicable, a site plan showing the approximate location of the subject Unit is attached hereto, and unless a Unit substantially identical to such Unit already has been included in the Project, plans describing the physical characteristics of such Unit are appended to this Agreement.

9. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. **Limited Warranty.** The only warranty made by Developer with respect to the subject Unit is contained in the separate limited warranty delivered to Purchaser simultaneously with the execution of this Purchase Agreement.

11. **Oral Representation Not To Be Relied Upon.** This Agreement will supersede any and all understandings and agreements and constitutes the entire Agreement between the parties and no oral representations or statements shall be considered a part hereof.

12. **Notices.** All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

13. **Usage of Terms.** The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Developer or Purchaser or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.

14. **Square Footage Calculations.** The square footage calculations shown on the Condominium Subdivision Plan are computed on the interior dimensions of the Unit. The square footages quoted in sales literature given to you will differ from those shown on the Condominium Subdivision Plan because these square footages are calculated on the exterior dimensions of the Unit.

15. **The Condominium Buyers Handbook.** Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of The Condominium Buyers Handbook published by the Michigan Department of Commerce.



Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☒ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

K-3

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

Betty Lemons
Licensee Betty Lemons

8-2-14
Date

Licensee

Date

ACKNOWLEDGMENT

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

The undersigned DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as SELLER ☒ BUYER.

Sheila M. Baker
Potential ☒ Buyer ☐ Seller (check one) Sheila M. Baker

8-2-14
Date

Potential ☐ Buyer ☐ Seller (check one)

Date

Form K ©1995 Michigan Association of REALTORS®, revised 06/2011. Ph. 800.454.7842 Fax 517.334.5568

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.

Instant
forms

RECEIPT AND INSTRUCTION SHEET

VINEWOOD VILLAGE CONDOMINIUM

Dear Co-owner:

At this time we are furnishing you with the Vinewood Village Condominium disclosure documents which include the Vinewood Village Condominium Purchase Agreement, Recorded Master Deed, Condominium Buyer's Handbook, Disclosure Statement, and all of the other documents as listed on "Exhibit A" attached hereto.

As provided in Sections 84 and 84a of the Michigan Condominium Act, unless you waive the right of withdrawal, your purchase agreement shall not become binding on you and you may withdraw from your purchase agreement without cause and without penalty before conveyance of the unit and within 9 business days after receipt of the following documents:

- (a) Recorded Master Deed.
- (b) Copy of the Purchase Agreement.
- (c) Condominium Buyer's Handbook.
- (d) Disclosure Statement.

"Business day" means a day of the year excluding a Saturday, Sunday, or legal holiday. The calculation of the 9 business-day period shall include the day on which the documents listed above are received if that day is a business day. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Condominium and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-owners and the Developer.

The signature of the purchaser upon this Receipt and Instruction Sheet is a prima facie evidence that the documents listed on Exhibit A attached hereto were received and understood by the Purchaser.

Very truly yours,

CITY OF WYANDOTTE

By: _____

Receipt of described Documents acknowledged:

By: _____

Shirley Baker
(If more than one Purchaser, all must sign)

Unit No.: 8

Dated: September 29, 2014

EXHIBIT A

DOCUMENTS FURNISHED WITH
RECEIPT AND INSTRUCTION SHEET

Amended and Restated Master Deed

Condominium Bylaws

Condominium Subdivision Plan

Association Articles of Incorporation

Purchase Agreement

Escrow Agreement

Limited Warranty

Condominium Buyer's Handbook

Disclosure Statement

VINEWOOD VILLAGE CONDOMINIUM

LIMITED WARRANTY

Legal Description Wayne Co Condo Sub Plan no 877 AKA Vinewood Village T3S R11E L43591 of
deeds P 102 to 153 WCR-K9.2121 _____ Building No. _____

Home No 8 _____

Style: _____

Community: **VINEWOOD VILLAGE CONDOMINIUM**

Home Address: 655 Vinewood

This Limited Warranty is made by the City of Wyandotte, a Michigan municipal corporation (the "Developer and/or Builder" herein referred to as Developer/Builder throughout this Limited Warranty), whose address is 3131 Biddle Avenue, Wyandotte, Michigan 48192, according to the following terms and conditions:

1. **COVERAGE.** Developer/Builder warrants, subject to the terms and exclusions set forth herein, that for the period of one (1) year after the date of closing (the date Developer/Builder conveys legal or equitable title to Purchaser), Purchaser's Home (the term "Home" will herein refer to the residence purchased by Purchaser located on the lot, site, or unit, as the case may be, Purchaser takes title to subject to this Limited Warranty) shall be free from substantial defects in materials and workmanship.

2. **MANUFACTURER'S WARRANTIES.** Developer/Builder assigns and passes through to Purchaser, to the extent permitted by the terms of such warranties and by law, and as are effective on the date of closing, the manufacturers' and suppliers' warranties on all "Consumer Products" sold by Developer/Builder to Purchaser, whether as part of the Home or separately, as the same may be defined from time to time by Public Law No. 93-637, commonly known as the "Magnuson-Moss Act", or any regulations promulgated thereunder. The following are examples of "Consumer Products", although not every Home includes all of these items and some Homes may include "Consumer Products" not in this list: furnaces, ranges, ovens, dishwashers, garbage disposals, hot water heaters and air conditioners. The manufacturer's warranties will be given to you at the time of your final preclosing walk-through and you should read them carefully. If necessary, you should mail any return post cards to record the warranties with the manufacturer.

3. **EXCLUSIONS FROM COVERAGE.** Developer/Builder does not assume any responsibility or liability whatsoever for any defects or other matters pertaining to the common elements (including without limitation the roads, curbs, and utility lines within the development) nor for any of the following (either with respect to your Home or the common elements appurtenant thereto), all of which are excluded from coverage under this Limited Warranty:

a. Defects in "Consumer Products" as defined in the Magnuson-Moss Act or the regulations promulgated thereunder. Developer/Builder has assigned to Purchaser all warranties of "Consumer Products" furnished to Developer/Builder by suppliers or manufacturers, but those warranties will be solely the obligation of such suppliers and manufacturers and Developer/Builder has no obligation or liability with respect to those warranties. You should follow the procedures in these warranties if defects are detected in items covered by them.

b. Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of your Home or of any other common element.

c. Defects which are the result of characteristics common to the materials used, including defects which arise from normal settlement, shifting or normal expansion or contraction of the materials, and including, without implied limitation, the following: warping and deflecting of wood; fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks or masonry; drying, shrinking and cracking of caulking and weather stripping; cracks and chipping in tile or cement and heaving of tile or cement; chipping and cracking of ceramic tile and grout discoloration and grout falling out; nailpops; and settling of your Home or the ground under your Home or under and around other homes or common elements.

d. Damage to or destruction of any tree, shrub plant or any sod placed anywhere else in the Community (the term "Community" will herein refer to the subdivision or condominium in which Purchaser's Home is located), whether or not native to the Community, existing after completion of construction of your Home, regardless of Developer's/Builder's care in planting or protecting the same in either their original or relocated area.

e. Defects in any items or materials installed or replaced by you or any other person except Developer/Builder or the authorized agents and subcontractors of Developer/Builder acting at Developer's/Builder's request.

f. Work done by you or any other person except Developer/Builder or Developer's/Builder's authorized agents and subcontractors acting at Developer's/Builder's request.

g. Loss or injury due to the elements.

h. Conditions resulting from condensation on, or expansion or contraction of materials.

i. Any claims or defects due to sound transmission or noise from any other source inside or outside the home.

j. ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SECONDARY DAMAGES ARISING OUT OF ANY DEFECTS IN MATERIALS OR WORKMANSHIP OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. In no event will Developer/Builder be liable for such damages even if Developer/Builder has been advised of the possibility of such damages, nor shall Developer/Builder be liable for or responsible to compensate or Indemnify Purchaser for any damage, claim, demand, loss, cost of expense resulting from an alleged claim of breach of warranty hereunder, whether relating to injury to persons, property, or otherwise, or relating to the presence of any toxic or hazardous waste, substance,

or contaminant, including without limitation radon gas or mold, in, on, or under the Home, the Community or the real estate adjacent to or in close proximity with the Community.

4. **FINAL ORIENTATION.** You will be allowed a final walk-through of the completed Home prior to closing. You should carefully inspect the Home. In the event any defects in materials or workmanship exist per this Limited Warranty, a written list of such defects must be made and presented to Developer/Builder prior to closing. The Developer/Builder shall not be required to correct such defects prior to closing but shall do so as promptly as possible after the closing at Developer's/Builder's own expense. After the closing, Developer's/Builder's obligation to correct defects in the Home shall be strictly limited to those defects which are covered by this Limited Warranty and which were listed by the Purchaser in writing prior to the closing. NICKS OR CRACKS ON PLUMBING FIXTURES, APPLIANCES, MIRRORED BI-FOLD DOORS, MIRRORS, COUNTER TOPS, CERAMIC TILE, TUB SCRATCHES OR CHIPS, MARBLE OR OTHER MATERIALS OR SURFACES WILL NOT BE REPAIRED UNLESS NOTED ON YOUR FINAL PRE-CLOSING WALK-THROUGH/ORIENTATION LIST.

5. **CLAIMS PROCEDURE AFTER CLOSING.** If a defect appears that you reasonably believe is covered by this Limited Warranty, you must file a written Warranty Service Request with Developer/Builder at the address noted below. Developer/Builder has no responsibility or liability hereunder for any claim which is not received by Developer/Builder before the expiration of the one-year Limited Warranty period set forth in paragraph 1. Nor does Developer/Builder have any responsibility or liability hereunder for any claim which is not received by Developer/Builder at the designated address. If delay will cause extra damage, please contact Developer/Builder via telephone and follow-up with written notice. To eliminate misunderstandings and to protect your interests, however, other than emergency items all communications must be in writing.

You must sign an acknowledgment of the completion of each repair made pursuant to this Limited Warranty on the repair order, as each repair is completed. Your failure to sign an acknowledgment upon request will terminate this Limited Warranty and relieve Developer/Builder of any further obligation to make additional repairs.

6. **REMEDY.** Upon receipt of a claim of defect, Developer's/Builder's authorized agent shall investigate the same. If upon such investigation it is determined that a defective item that is covered by this Limited Warranty exists, Developer/Builder will repair or replace it at no charge within a reasonable period that should not exceed sixty (60) days, unless extraordinary inclement weather, material shortages or labor problems create unforeseen delays. The decision whether to repair or replace shall be made solely by Developer/Builder. All work performed hereunder shall be done by Developer/Builder or its authorized agents. REPAIR OR REPLACEMENT OF DEFECTIVE ITEMS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. Any controversy, claim or dispute arising out of or relating to the construction of the Home (including claims subject to this Limited Warranty) or the condition of the Home shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (title 9 of the United States Code) and judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction. As a condition precedent to arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Developer/Builder.

7. **NOT TRANSFERABLE.** This Limited Warranty is offered only to the first purchaser of the Home. If you sell, assign or otherwise transfer all or a portion of your Home, this Limited Warranty shall automatically terminate as of the date of such sale, assignment or transfer.

8. **NO OTHER WARRANTIES.** THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY DEVELOPER/BUILDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS ACT INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, DEVELOPER/BUILDER HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HOME, THE COMMUNITY, THE VALUE OR RESALE VALUE OF THE HOME, THE REAL ESTATE ADJACENT TO OR IN CLOSE PROXIMITY WITH THE COMMUNITY OR THE CONDITION OF THE AIR, THE SOILS, SURFACE WATERS, AND GROUND WATERS IN, ON, OR UNDER THE HOME, THE COMMUNITY OR SUCH ADJACENT OR PROXIMATE REAL ESTATE. PURCHASER HAS MADE ITS OWN INVESTIGATION WITH RESPECT TO THE FOREGOING.

9. **APPLICABLE LAW.** This Limited Warranty shall be construed in all respect and governed by the laws of the State of Michigan.

CITY OF WYANDOTTE:

PURCHASER(S):

By: _____
a Michigan limited liability company


Signature

By: _____
Name: _____
Its: _____

Signature

Date: 9/29/2014

Address: 19730 Fort St #104 Riverview Mi

Phone: 734-771-3320

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 27, 2014

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale of the NSP2 home at 655 Vinewood; AND

BE IT RESOLVED that Council hereby accepts the offer for 655 Vinewood from Sheila Baker, Riverview, Michigan in the amount of \$60,871.50. Ms. Baker is between 50% and 120% of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy approval of \$13,045 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for five (5) years this lien will not have to be repaid. The final mortgage amount is in the amount of \$47,828.50; AND

BE IT FURTHER RESOLVED that this offer is contingent upon MSHDA approval of the subsidy and acceptance by Purchaser of changes to Paragraph #24; AND

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

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

5

MEETING DATE: October 27, 2014

AGENDA ITEM # _____

ITEM: Neighborhood Stabilization Program 2 (NSP 2) Program Income Grant and Sale of Old City Hall, 3131 Biddle Avenue

****Background information available in the City Clerk's Office

PRESENTER: Mark A. Kowalewski, City Engineer and Natalie Rankine, DDA Director

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City has an opportunity to apply to Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program 2 (NSP2) Program Income Grant Round Two for funds to demolish the old City Hall building at 3131 Biddle Avenue. The enclosed application would apply for funds in the amount of \$525,000. MSHDA's approval timeline is early 2015 with the project having a completion date of July 31, 2015.

The City approved exclusive negotiations for the sale of 3131 Biddle Avenue with MJC Construction Management (MJC) on May 20, 2013, which was subsequently extending to July 31, 2014. Attached is MJC's Final Progress Report through August 1, 2014. MJC's MSHDA NSP2 Program Income Round One (1) Application for \$2,250,000 for their project was not approved. Further, MJC's proposal includes the demolition of this building.

MJC Construction will be amending and resubmitting their MSHDA NSP2 Program Income Round One application for Round Two. MJC understands their exclusive negotiations for this site have expired.

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

ACTION REQUESTED: Adopt a resolution approving the Engineering Department to precede with the application to MSHDA for NSP2 Program Income Funds for demolition of the old City Hall building at 3131 Biddle Avenue, Wyandotte, Michigan in the NSP2 Area Census Tract 5807.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Apply for grant from MSHDA, inform Council if grant is awarded by submitting Grant Agreement to Council for approval.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *[Signature]*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: MJC's Status Report through August 1, 2014 and Application for Round Two Funding of MSHDA



DEDICATION • INTEGRITY • EXPERIENCE

Former Wyandotte City Hall Redevelopment Project, 3131-49 Biddle Avenue

Monthly Progress Report through August 1, 2014

NEW ACTIVITY

Work Activity

Status

MSHDA Funding

Status: Application Not Approved

On July 28, 2014, MJC received a letter from MSHDA (see Attachment 1) that the project wasn't approved for funding at this time. Per our conversations with MSHDA officials, they received 15 applications, and our application came in second place with 86.5 points to a project in Kalamazoo that scored 94 points and was awarded approximately \$3 million, which was the total amount of funding available in Round 1, their "Pilot Round" for the new program.

We are currently working with MSHDA officials and will be meeting with them to determine how to improve our application/project so that when the next round of funding is announced (no date has yet been set) it will score higher and be more likely to be selected for funding. In particular, we are exploring and working on obtaining additional funding sources, including, but not limited to, the Michigan Community Revitalization Program (CRP) funding through the Michigan Economic Development Corporation (MEDC) (similar to the grant funds awarded to the former Hotel Sterling project), and tax credits for affordable housing.

We are also working with the Wyandotte City Engineer and MSHDA to determine the building's historic status with the Michigan State Historic Preservation Office (SHPO) because they review every project involving a building more than 50 years old (the former City Hall building was built in approximately 1940 and is approximately 74 years old) to determine if a project will impact a historic resource. Obtaining a written determination from SHPO that the demolition of the building won't impact a historic resource will improve the project's application score in a future round and is required to obtain MSHDA funding.

Based on the above, we would like to request a 6-month due-diligence extension (until February 28, 2015) with the City/Mayor & Council so that we may continue working on the project until the next round of MSHDA funding is available. An extension of the existing resolution approved by the Mayor and Council allowing the exclusive negotiation period between MJC and the City will satisfy MSHDA's requirement for "evidence of site control" to apply for funding. If MSHDA funding is eventually approved and other requirements are satisfied, MJC will submit a proposed Purchase Agreement to the City for consideration.

Additional background information is also provided in two e-mails in Attachment 2.

PREVIOUSLY REPORTED ACTIVITIES

<u>Work Activity</u>	<u>Status</u>
MSHDA Funding Application	Status: Completed
<p>On April 11, MJC submitted its application for MSHDA Neighborhood Stabilization Program 2 - Program Income ("NSP2 PI") funds, Round One. MJC completed all application requirements, including obtaining approval of the site plan from the Planning Commission and Design Review Board, obtaining public input and a resolution of support from the Downtown Development Authority, and a resolution of support and an extension of the exclusive negotiation period (until July 31, 2014) from the Mayor and City Council (all on file with the City of Wyandotte and available upon request).</p>	
Site Plan Review & Architectural Design Review	Status: Completed
<p>MJC obtained various approvals for the project, as follows: Design Review Committee on March 4; DDA on March 11; and Planning Commission on March 20. Also, the City Engineer and Mayor and Council completed work on and approved two zoning ordinance amendments regarding parking requirements and upper floor residential uses to facilitate mixed-use projects.</p>	
Interlocal Agreement Between WBRDA & DDA	Status: Completed
<p>The Interlocal Agreement ("ILA") was approved by the DDA on March 11 and by the Wyandotte Brownfield Redevelopment Authority (WBRDA) on March 18, and is on file with the City. This agreement allows the WBRDA to capture tax increment from a project (that the DDA would otherwise capture) through a Brownfield Plan and to reimburse a Developer for eligible activities (e.g., demolition, below-grade parking, etc.), subject to approval by the DDA, WBRDA, Mayor and City Council, and the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF).</p>	
Target Market Analysis ("TMA")	Status: Completed
<p>MJC hired LandUse USA to complete a three-phase housing study for the proposed project, as described below. The entire study was completed on March 24, 2014, and was previously summarized in the Monthly Report submitted to the City on May 21, 2014. The full report is copyrighted and consists of three separate reports totaling 237 pages of narrative, analysis, demographic/socio-economic data, maps, etc. To summarize, the study indicates there is a market demand for 51-71 renter-occupied units in Wyandotte's downtown area. The appropriate market demand information was incorporated into the MSDHA application.</p>	

<u>Phase</u>	<u>Title</u>	<u>Cost</u>	<u>Status</u>
Phase I	– Discovery and Reconnaissance	\$ 1,000	Completed
Phase II	– Preliminary Site Assessment	\$ 2,000	Completed
Phase III	– Target Market Analysis	\$18,000	Completed

Establish Commercial Redevelopment District**Status: Completed**

On January 13, 2014, the Mayor and Council approved MJC's request to establish a Commercial Redevelopment District so that the project may, at a later date (if MSHDA funding is approved), apply for a Commercial Facilities Exemption Certificate ("CFEC") for any commercial/office/retail space proposed as part of the development.

Extension of Negotiation Period**Status: Completed**

On January 13, 2014, the Mayor and City Council extended the exclusive negotiation period between MJC and the City until May 31, 2014. Additionally, on April 7, 2014, the negotiation period between MJC and the City was extended until July 31, 2014.

Brownfield Plan Authorization**Status: Completed**

On November 26, the Wyandotte Brownfield Redevelopment Authority ("WBRDA") adopted a resolution approving MJC's request to prepare a Brownfield Plan and a Development & Reimbursement Agreement. This "pre-authorization" step must be completed prior to preparing a Brownfield Plan to be submitted to the WBRDA, DDA, Mayor and Council, and the Michigan Economic Development Corporation ("MEDC"). If MSHDA funding is approved, the Brownfield Plan will then be prepared.

Interlocal Agreement Between WBRDA & DDA**Status: Completed**

On November 26, 2013, the WBRDA, in addition to authorizing the preparation of a Brownfield Plan, authorized MJC to commence work on an "Interlocal Agreement" that would allow the WBRDA to capture tax increment through a Brownfield Plan that the DDA would otherwise capture, subject to approval by the DDA, WBRDA, and Mayor and Council. Note: A similar agreement already exists between the TIFA and the WBRDA.

Neighborhood Enterprise Zone ("NEZ")**Status: Completed**

On October 14, 2013, the Mayor and City Council approved MJC's request for a resolution of support for a 12-year NEZ certificate (subject to the proper application materials being submitted and the project's compliance with the NEZ Act). The actual NEZ application materials will be submitted at a later date if the project is approved for MSHDA funding.

Project Organization**Status: Completed**

On October 7, 2013, MJC completed initial project organization work with the City Administrator, e.g., application and approval procedures for CFEC, Brownfield, DDA work, and purchase agreement.

Attachment 1



STATE OF MICHIGAN

RICK SNYDER
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

SCOTT WOOSLEY, CFA
EXECUTIVE DIRECTOR

July 16, 2014

Anthony LoDuca, MJC- Associate Builder
MJC Construction Management, Inc
46600 Romeo Plank, Suite 5
Shelby Township, MI 48044

RE: MSHDA NSP2 Program Income Round One Application Submission Notification

Dear Mr. LoDuca:

The Michigan State Housing Development Authority's (MSHDA) Community Development Division (CDD) has received your proposal for the Atriums at Clock Tower Project.

The Community Development Division (CDD) has completed its review of your application submission for the MSHDA NSP2 Program Income Funding Round. Based on the assessment of your application by our review team, it has been determined that your application will not be approved at this time.

During this funding round, CDD received substantially more applications than the resources available. Given this excess of demand over available funds, we were unable to fund all of the requests we received.

More specifically, the review team decided not to fund your application because it ^{appears} ~~look~~ as if all sources and uses have not been secured and SHPO consultation has not been undertaken to determine federal funding implications on the project. As soon as another funding round is announced we encourage you to reapply. The Michigan State Housing Development Authority appreciates your interest in its programs and regrets that we are not able to fund your current application. Should you have any questions, please do not hesitate to contact Tonya Young at (517) 335-4337.

Sincerely,

Gary Heidel
Chief Placemaking Officer

cc Michele Wildman, Executive Office
Tonya Young, Portfolio Manager

Attachment 2

Subject: FW: MSHDA reply letter

Date: Monday, July 28, 2014 at 8:06:18 PM Eastern Daylight Time

From: mkowalewski mkowalewski

To: Anthony (Nino) Lo Duca

CC: Mayor's Office, Julie Sadlowski, kroberts@wyandotte.org, Scot J. Moceri, Joe Voszatka

Nino,

Kelly was in the process of scheduling SHPO to review the old City Hall site and the McKinley School site. Once this review is completed and we have a written decision on these buildings from SHPO we will discuss the next step.

Thanks,

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

From: Anthony Loduca [mailto:aloduca@buildtechsolutions.com]

Sent: Monday, July 28, 2014 1:55 PM

To: sjmoceri@miccompanies.com

Cc: 'mkowalewski mkowalewski'; Loduca@sbcglobal.net; 'Wyandotte Community Development'

Subject: Wy: MSHDA reply letter

Mark & Scot,

Attached is a letter that I just received from MSHDA's Chief Placemaking Officer – Gary Heidel. The letter addresses that “the application will not be approved at this time” and further suggests that “all sources and uses have not been secured and SHPO consultation has not been undertaken to determine federal funding implications on this project.” MSHDA also “encourages us to reapply, as soon as another funding round is announced”.

After meeting with our Consultant it has been advised that we perform the following:

1. **Complete the Sources and Uses (Primarily MJC must elaborate here).**
2. **Verify the SHPO status (maybe a Council Resolution by Wy as they believe this is an open issue even though there is no Historical Value presented).**
3. **Schedule a Clarification Meeting with Tonya Young prior to the Second Round being announced publically (Public & Private representation at the meeting).**
4. **Request a 6 month due-diligence extension with Mayor & Council (and/or whatever Tonya sees fit for the Second Round Application).**

We scored an 86 ½ and out of 15 Communities we came in Second only to Kalamazoo that scored a 94. If “Documentation of Leveraged Funding” would have been completed we would have been right up there with Kalamazoo – this statement is from our Consultant. Also, have both parties Public & Private members present when dealing with MSHDA at all times to show the support from the Local Community Government.

Respectfully submitted,



Anthony J. Lo Duca

MJC Companies™

Associate Builder / Project Manager

46600 Romeo Plank

Suite 5

Macomb, Mi 48044

734.250.3768 Mobile

586.263.5903 Fax

Aloduca@BuildTechSolutions.com

MJC COMPANIES IS COMMITTED TO SUSTAINABILITY LIKE WIND POWER, BIO-FUELS, GEO-THERMAL AND GREEN BUILDING.

P please consider the environment before printing this email

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BLIND CARBON COPY: What some don't realize is when you don't use the Bcc and use 'To:' or even 'Cc:' you are giving away your whole email list. What you are also doing is allowing those who should not have my email address the chance to sell it or worse send me unsolicited email or SPAM. When it comes to email blasts that are targeted to your personal and in some cases confidential email list, you should ALWAYS and I mean ALWAYS use Bcc

CITY OF WYANDOTTE
APPLICATION FOR ROUND TWO FUNDING
OF
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)
NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2)
PROGRAM INCOME GRANT

Section A. Overview of Program

- I. Eligibility: The proposed project is located in Wyandotte Census Tract 5807, which has been approved as an eligible area.
- II. Eligible Applicant: The City of Wyandotte, a Municipal Corporation, is an eligible applicant. The City of Wyandotte is an original member of the 2010 MSHDA, NSP2 Consortium.
- III. Eligible Activities: The City of Wyandotte is proposing to demolish a vacant blighted commercial building located in the middle of the Central Business District to create future development. This activity will be completed by July 31, 2015.
- IV. Threshold Criteria:
 - Attachment #1 is a City Council Resolution supporting Wyandotte's request for NSP2 Program Income that was duly adopted. Since February 2013, the City of Wyandotte has been working towards the demolition of this site and the construction of a mixed use development. The City has held several meetings with public input encouraged.
 - The proposed project is located in Census Tract 5807 of Wyandotte's NSP2 Area. See Attachment #2.
 - The City received the attached proposal from MJC Construction Management Service upon a Request for Proposals (RFP). See Attachment #3. This demonstrates a market demand.
 - The City has acquired the adjacent building and demolished the building at a cost of \$430,000. The City will include an adjoining public parking lot in the future development. These are considered contributions to the project.
 - The City of Wyandotte has demonstrated the ability to administer many different grant programs including: Urban Development Action Grant (UDAG) from HUD; Federal Highway Administration (FHWA) Grants via Michigan Department of Transportation (MDOT); American Recovery and Reinvestment Act (ARRA); EPA Revolving Loan Fund, and is current on all financial obligations. There are no pending sanctions or debarment proceedings with Federal or State Governments. The City has participated in NSP1 (Wayne County), NPS2 (MSHDA), NSP3 (Wayne County) and CDBG (Wayne County) and has had no negative audit or monitoring findings. The City is audited annually by Plante Moran and there are no findings related to these programs. Annual audit reports are available upon request. Wyandotte constructed 27 units and rehabilitated 15 units during NSP2. Wyandotte has returned all unused Program Income from NSP2.
 - The City of Wyandotte will manage and administer the NSP2 Program Income Grant. The project will be bid out. Any professional staff, consultants or contractors hired during the grant process will be checked to assure that they are not on any Debarred Vendor List.

- There is no rental component planned for this project.
- Wyandotte has provided all required information for close out of NSP2 including a final FSR.
- Wyandotte has submitted all information required to formally close out NSP2 on the OPAL System.
- Wyandotte has audited the NSP2 grant utilizing Plante Moran (see Attachment #4). All requested supporting financial documentation has been submitted to MSHDA. There are no outstanding requests for information or documentation.
- Wyandotte has no outstanding audit related issues.
- Wyandotte will utilize the same personnel that were in place for NSP2 to staff the NSP2 Program Income Grant (See Attachment #5). This staff has demonstrated the ability to carry out the proposed activities. Wyandotte has the financial capacity to pay contractors in a timely manner and subsequently request reimbursement from MSHDA thru OPAL via FSR's.

V. Place-Based Criteria:

- The project is located in the middle of Wyandotte's Central Business District and in Census Tract 5807. With the removal of this building, the City can increase the availability and variety of housing choices offered within the community. The City envisions the property being redevelopment as a mixed use with commercial on the street level and residential on the upper levels. The project is consistent with the Wyandotte' Strategic Plan 2010-2015.
- Once the building is demolished the City will be seeking development that enhances and promotes community accessibility and/or strategically enhance existing neighborhood/downtown amenities.
- The project site is located conveniently in the center of downtown Wyandotte and has easy access to a wide variety of amenities, including but not limited to: groceries, restaurants, personal services, Henry Ford Wyandotte Hospital and other medical services and doctors, clothing and furniture stores, public recreation/parks, art galleries and instruction, cultural/museum/theater venues, public library, churches, schools and the Detroit River/Bishop Park.
- The project is consistent with the City of Wyandotte's Strategic Plan for 2010-2015, adopted by the Mayor and City Council on January 11, 2010. Attachment #6.
- Any new construction will be considerate to the neighborhood and the adjacent property owners. It will be consistent with the City Zoning Ordinance and Master Plan.
- Wyandotte will include green technology within any development on this site
- Wyandotte will insure that any proposed project complements HUD's initiative for neighborhood redevelopment as seen in our NSP1, NSP2, NSP3 and CDBG completed projects.
- The Project is located on Biddle Avenue which is Wyandotte's main street in the Central Business District.

Section B. Funding Round and Category Sections

I. Funding Categories:

Demolition - Commercial

II. General Information:

- Total amount of NSP2 Program Income Reuse Requested: \$525,000.
- The program Income Reuse Plan for NSP2 was submitted to MSHDA on May 9, 2011.
- The City has contributed \$430,000 in acquiring and removing the adjoining building. The adjacent public parking lot will be included in the redevelopment of this site.
- The City has produced NSP2 Program Income. Some Program Income was reused by the City and \$1,127,940.42 has been returned to MSHDA.

SECTION C. PROJECT INFORMATION

I. This application is from the City of Wyandotte, a Municipality.

II. Applicant's Address is:

3200 Biddle Avenue, Suite 200

Wyandotte, Michigan 48192

Wayne County

Mark A. Kowalewski, City Engineer

734-324-4554 mkowalewski@wyan.org

III. The address of the Project is 3131 Biddle Avenue, Wyandotte, Michigan 48192. See Attachment #7 for map of the Project.

IV. Project Description:

- Census Tract is 5807

The current status of the property is a vacant and blighted commercial building. Phase I Environmental Site Assessment has been completed on the site. Further, The City has submitted an application to the State Historic Preservation Office (SHPO) for clearance.

Once demolished a capital investment of approximately \$4 million will be possible for the new building project. Based on the site and project size this will create 24 permanent jobs.

- Economic Impact

The City of Wyandotte shares a vision for foreclosure recovery and neighborhood stabilization in Housing and Urban Development (HUD) identified areas. Wyandotte seeks to improve the quality of life for all residents and to create a vibrant community by providing safe, affordable housing that will revitalize the neighborhoods and the downtown.

On similar NSP1, NSP2 and NSP3 Projects, Wyandotte has received broad local public and government support. It is expected that NSP2 Program Income Project will receive the same support.

- Capacity

The City of Wyandotte has demonstrated experience with local, state and federally funded programs. The city has successfully implemented and achieved measurable results with NSP Funds.

Wyandotte received \$560,000 as a Sub-Grantee to Wayne County for NSP1. The City purchased 11 homes, demolished 19 houses and rehabilitated two (2) houses that were purchased from HUD for \$1.00. The City partnered with the Downriver Area Brownfield Consortium of the Downriver Community Conference to have the asbestos assessments completed via a grant.

As a consortium member with Michigan State Housing Development Authority (MSHDA) and eleven (11) other Michigan Cities, Wyandotte received \$6 million of NSP2 Funding. The City rehabilitated 15 properties and built 27 new homes. All units have been sold with the final two (2) properties proceeding to close as of October 27, 2014. MSHDA permitted retainage of Program Income and additional grant money was reallocated to Wyandotte. Wyandotte's final expenditures were \$10,271,557. Wyandotte was a lead agency for the consortium by expending our allocated funds before the contract deadline.

Wyandotte has experience with millions of dollars of other Federal Grants including Urban Development Action Grant (UDAG) from Housing and Urban Development (HUD); Federal Highway Administration (FHWA), Federal Aid Committee (FAC) thru Michigan Department of Transportation (MDOT), American Recovery and Reinvestment Act (ARRA) Grant, and EPA Revolving Loan Fund.

The Engineering and Building Department has administered Wyandotte's Community Development Block Grant (CBDG) Program with current employees on staff for the last 29 years. This includes a very active Housing Rehabilitation Program and utilization of Program Income to perform additional rehabilitation projects.

The Engineering and Building Department has recent experience with The HOME Program by assisting the property owners at 3033-3035 Biddle, Wyandotte and 3005 1st Street, Wyandotte with converting downtown second floor spaces to a one (1) unit apartment and a five (5) unit apartment respectively.

The Engineering Staff that will be working on the NSP2 Program Income Grant are as follows:

Mark A. Kowalewski P.E., City Engineer, Gregory J. Mayhew P.E., Assistant City Engineer
Claude Marcoux and Gregory Meyring, both Building Inspectors/Plan Reviewers
Kelly Roberts, Development Coordinator/Office Manager, Ralph Hope AIA, Staff Architect,
Building Inspector, Plan Reviewer

Wyandotte has the staff, capacity and experience to manage large amounts of investment capital and has demonstrated the ability to coordinate the implementation, funds management, reporting and monitoring of NSP2 Program Income.

- Readiness for Commitment:

The property is under ownership and control of the City of Wyandotte and is ready for demolition. The gas has been cut and capped for demolition. The boiler heating system has been de-commissioned. The State Historic Preservation Office (SHPO) Application Section 106 Review has been submitted. The City has provided a copy of the deed. See Attachment #8.

V. Project Budget:

The budget is \$525,000. (See Attachment #9) When the City receives approval of the grant funds then specifications will be developed and the project will be bid out in accordance with all MSHDA requirements.

The City has recently acquired the former 3139-3149 Biddle Avenue, Wyandotte in the amount of \$350,000. Demolition was \$80,000 for a total contribution of \$430,000.

Further the City will utilize the adjacent City Parking lot for redevelopment.

See Attachment #10 for map indicating all properties to be included and leveraged in this redevelopment project.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 27, 2014

RESOLVED BY THE MAYOR AND CITY COUNCIL

WHEREAS the Council received an application for round two (2) funding of Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program 2 (NSP2) Program Income Grant in an amount of \$525,000.00 from the City Engineer;

WHEREAS the project was available for review by the public and public hearing was held by the Planning Commission on March 20, 2014 and also reviewed by the Wyandotte Design Review Committee and the Downtown Development Authority and all comments were positive;

NOW, THEREFORE BE IT RESOLVED that City Council supports the proposed project described in the City of Wyandotte's application and requests MSHDA provide the City of Wyandotte up to \$525,000 for the demolition of the old City Hall Building at 3131 Biddle Avenue, Wyandotte, Michigan located in Census Tract 5807; AND

NOW, BE IT FURTHER RESOLVED, the City Engineer is authorized to submit said application to MSHDA.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(6)

MEETING DATE: October 27, 2014

AGENDA ITEM #

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-22-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. On February 1, 2014, the City's new ordinance regarding the use of a metal, durable plastic, or an approved container of equal material to be used for the collection of solid waste was effective. Therefore, the demand for leasing toters has increased. The Department of Public Service (DPS) desires to purchase an additional 144 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of \$6,730.56 (144 x \$46.74) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

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

ACTION REQUESTED: Approve the DPS to purchase 144- ninety-six gallon carts at a cost of \$6,730.56 from Cascade Engineering.

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

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Angstadt

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

LL/G

LIST OF ATTACHMENTS: None

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 27, 2014

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 144 – Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$6,730.56 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte’s logo, imprinted serial numbers and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

Residential: \$300.00
Commercial: \$600.00
Plan Development \$1,000.00

CITY OF WYANDOTTE
3131 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551



APPLICATION FOR REZONING

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at 2927 4th St. between OAK
STREET ADDRESS STREET
and ELM on the east side of the street, and is known as lot(s) number
STREET N-S-E-W
1 of Part of Wyandotte in twp. of ecorse, Block 103 T35 Subdivision,
RIIE L1 P56 WCR
Lot Size 66' x 50'

The property is owned by:

Name Noreen Mehliose Street Address 24577 Springbrook Dr.
City Farmington Hills State MI Zip 48336
Phone # 248-471-4797

PRESENT ZONING: RT REQUESTED ZONING: PD

It is proposed that the property will be put to the following use: first will be used as
architectural office ; second floor will be
apartment (live/work)

****REQUIRED FOR P-1 or RM-1A****

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

****OPTIONAL****

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare or to the property of other persons located in the vicinity thereof.

Signature of Applicant: [Signature] Address: 458 Orange St.
Wyandotte, MI 48192

OFFICE USE ONLY
Receipt # 48602 Date: 10/20/14
Engineer's Signature [Signature]



RIVERPOINTE

8173 Macomb St.
Grosse Ile, Michigan 48138-1565

Direct (734) 507-0698

Office (734) 671-3020

Fax (734) 671-8864

joemoherjr@gmail.com

www.joemoher.com

Joe Maher, ABRM CRB CRS
Associate Broker
Notary Public

October 19, 2014

To Whom It May Concern:

I represent Ms. Noreen Mehlhose in the sale of her building located at 2927 4th St. in Wyandotte, as her Realtor and listing agent.

Mr. Thomas Roberts has submitted a Contract to Purchase which Ms. Mehlhose has accepted and signed. She understand that in order to move the sale forward, Mr. Roberts is required to submit a request to the City for rezoning the building for the professional office he wishes to have in the building.


Ms. Mehlhose and I are hopeful that the City will rezone the property per Mr. Roberts application. Ms. Mehlhose asked me to prepare this letter on her behalf, as her agent in the sale.

If there are any follow-up questions or concerns that she or I may help with, please call:

Joe Maher, 734.507.0698

Noreen Mehlhose, 248.471.4797

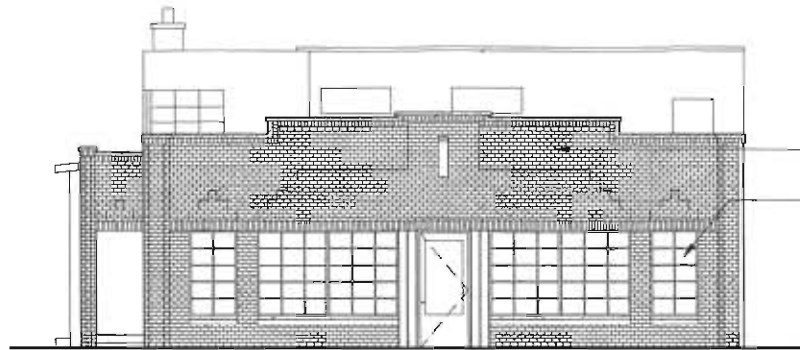
Thank you very much,



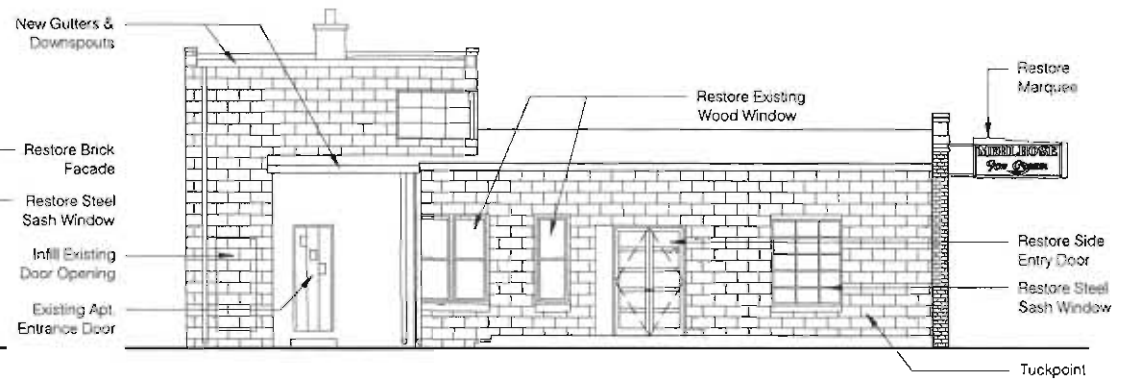
Joe Maher

MEHLHOSE ICE CREAM

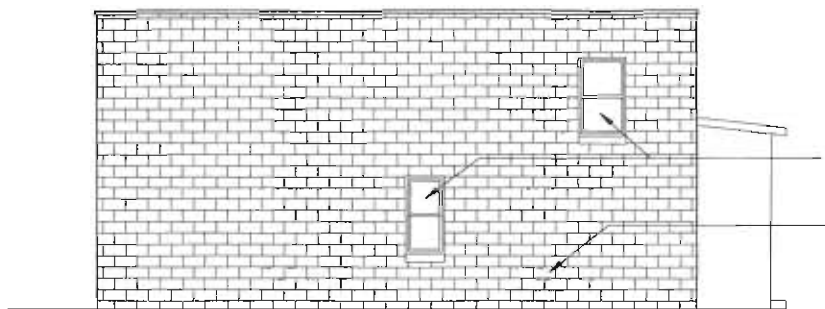
2927 4th Street



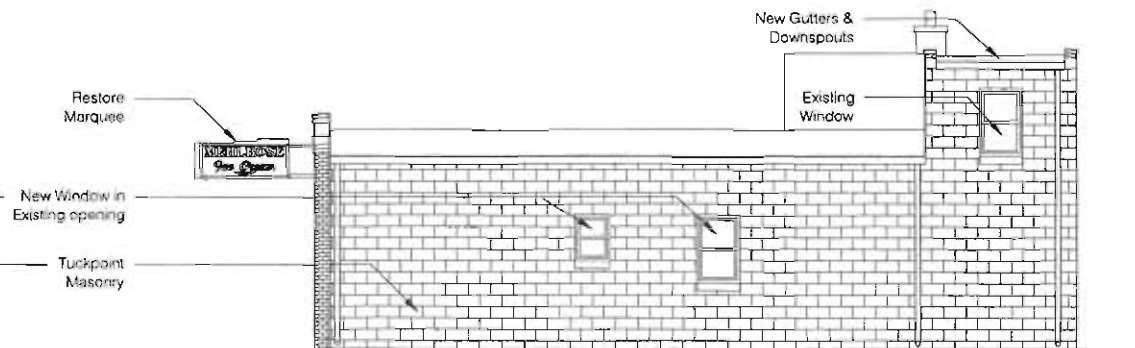
West Elevation



North Elevation



East Elevation



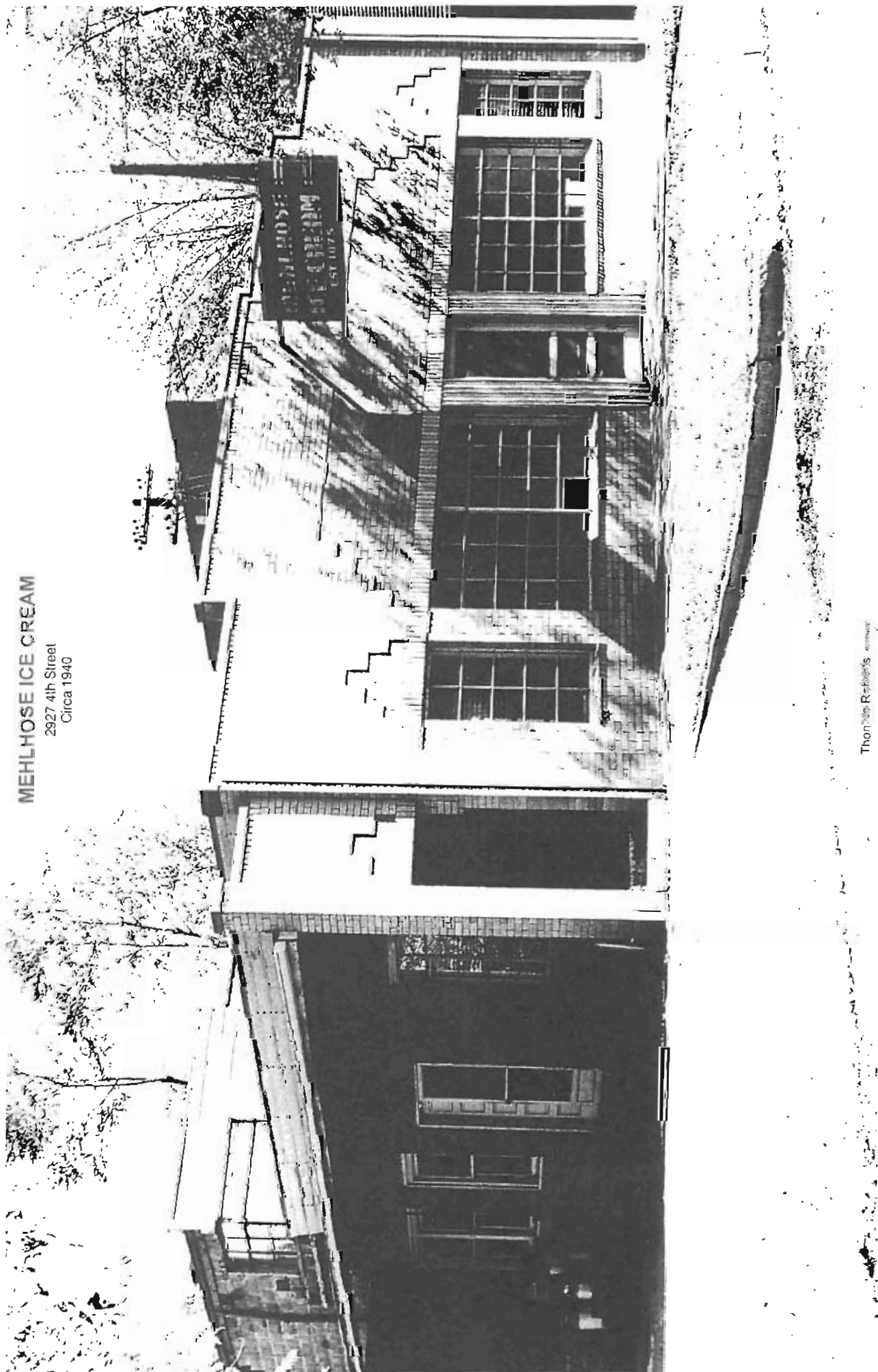
South Elevation



Thomas Roberts Architect

MEHLHOSE ICE CREAM

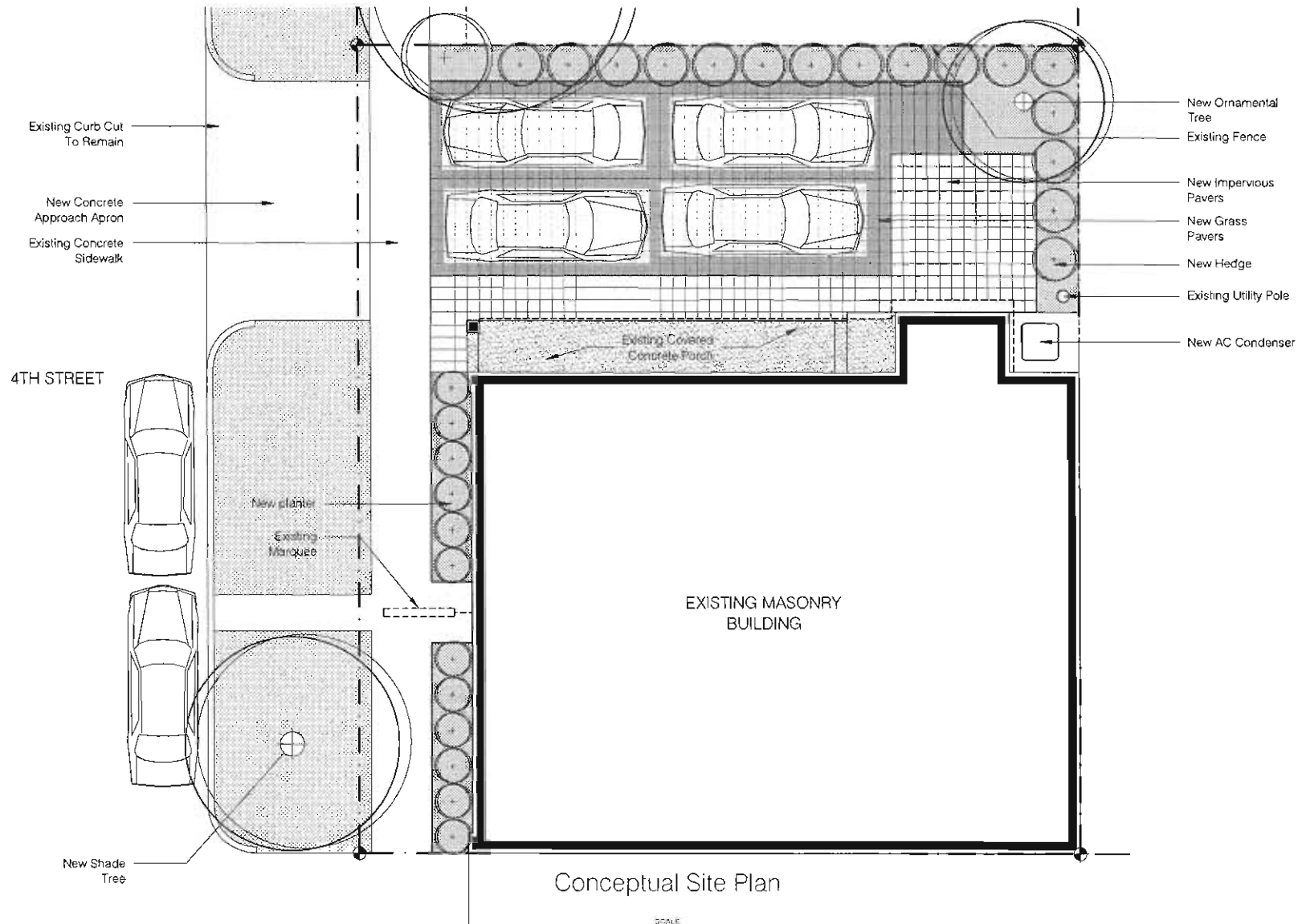
2927 4th Street
Circa 1940



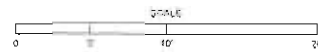
Thomson's Reporter's

MEHLHOSE ICE CREAM

2927 4th Street

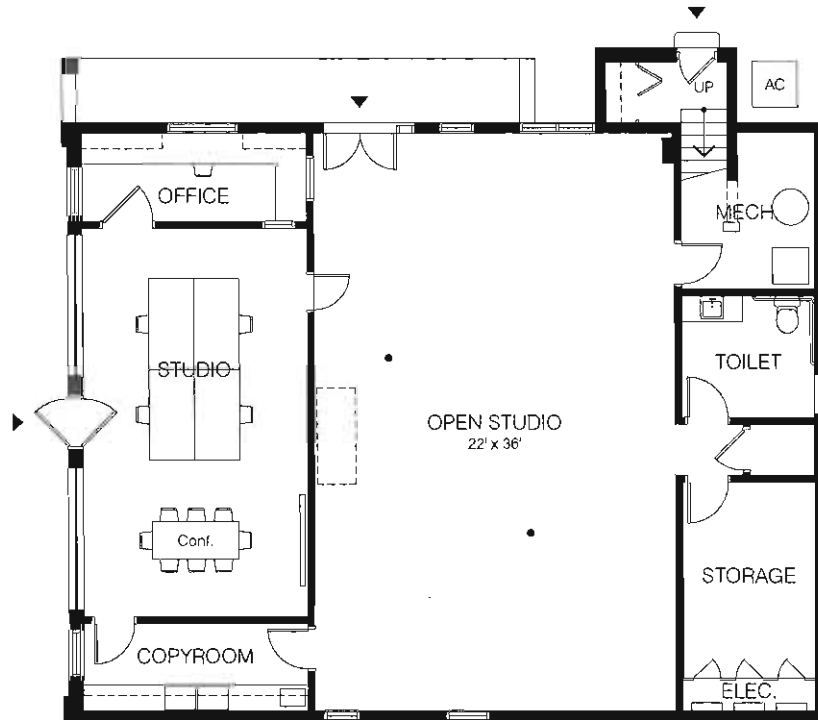


Conceptual Site Plan

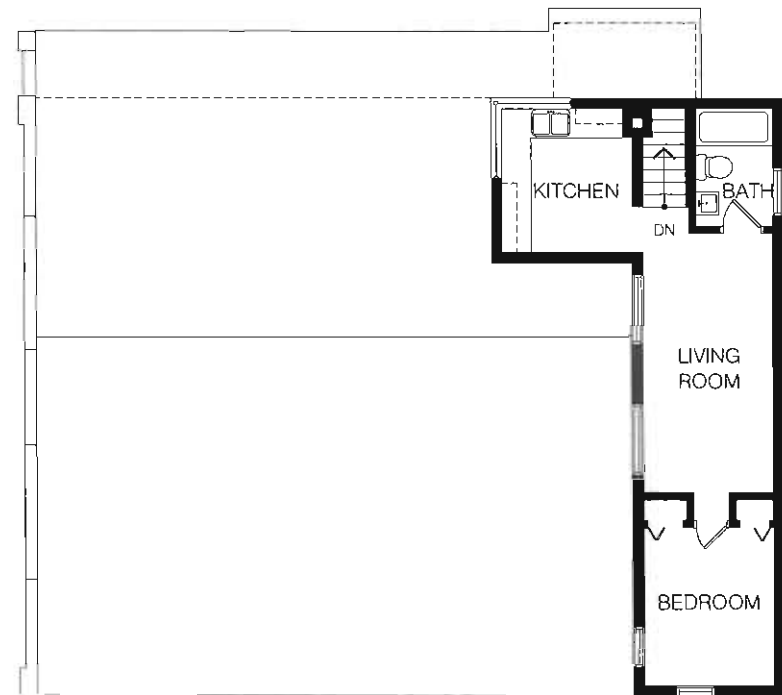


Thomas Roberts Architects

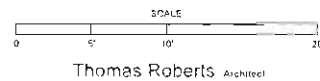
MEHLHOSE ICE CREAM
2927 4th Street



First Floor Plan



Second Floor Plan



CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION



MEETING DATE: October 27, 2014

AGENDA ITEM # _____

ITEM: Adoption of the 2012 International Fire Code

PRESENTER: William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Fire Chief requested adoption of 2012 International Fire Code.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: First reading of 2012 International Fire Code

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

W. Look

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: Monday, October 27, 2014

AGENDA ITEM # _____

ITEM: Adoption of 2012 Michigan Building Code

PRESENTER: William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Adoption of the 2012 Michigan Building Code has been requested by the City Engineer to update the fees and the Building Code.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: SET FOR FIRST READING OF ORDINANCE

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Strongly*

LEGAL COUNSEL'S RECOMMENDATION:

Will R Look

MAYOR'S RECOMMENDATION:

W/

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Ordinance adopting by reference the 2012 Building Code and fees shall be held for a First Reading.

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	_____

First Reading

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE CODE OF
ORDINANCES BY ADOPTING BY REFERENCE THE 2012 INTERNATIONAL
FIRE CODE

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Adoption of the 2012 International Fire Code.

Sec. 11-26. - Adoption of 2012 International Fire Code.

A certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Wyandotte, Michigan, being marked and designated as the 2012 International Fire Code, including Appendix B (Fire-Flow Requirements for Buildings), C (Fire Hydrant Locations and Distribution), D (Fire Apparatus Access Roads), E (Hazard Categories), F (Hazard Ranking), I (Fire Protection System Non-Complaint conditions), as published by the International Code Council, be and is hereby adopted as the fire code of the City of Wyandotte for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of such International Fire Code on file in the office of the City Clerk of the City of Wyandotte, Michigan are hereby referred to, adopted and made a part hereof as if fully set out in this article with the additions, insertions, deletions and changes, if any, prescribed in section 11-27 of this article.

Sec. 11-27. - Amendments.

The following sections of the 2012 International Fire Code are amended to read as follows:

Section 101.1. These regulations shall be known as the Fire Code of the City of Wyandotte, Michigan, hereinafter referred to as "this code".

Section 109.2. Owner/occupant responsibility. Correction and abatement of violations of this code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions and in the event of an emergency situation arising from the failure to abate will be liable for all reasonable costs incurred by the city in dealing with said emergency.

Section 109.4. Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be responsible for a municipal civil infraction whether by admission or by court determination and is subject to all of the following fines and costs:

A) A civil fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00); and

B) The Judge or Magistrate shall summarily tax and determine the costs of the action (which are not limited to the costs taxable in ordinary civil actions.) and may include all expenses direct and indirect, to which the city has been put in connection with the municipal civil infraction, up to the entry of judgment, expenses include but are not limited to: Time of authorized city official, time of city attorney, witness and mileage fees and postage. Costs may not be less than nine dollars (\$9.00) or more than five hundred dollars (\$500.00). Costs shall be payable to the city general fund except as otherwise provided by law.

C) Each day that a violation of this code continues after due notice has been served shall be deemed a separate offense.

Section 111.4. Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00).

Section 2. Purpose.

The purpose of this code is to prescribe minimum requirements and controls to safeguard life, property, or public welfare from the hazards of fire and explosion arising from the storage, handling or use of substances, materials or devices and from conditions hazardous to life, property, or public welfare in the use or occupancy of buildings, structures, sheds, tents, lots or premises and all other purposes as set forth in said code.

Section 3. Severability.

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

Section 4. Effective Date.

This ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council, and a copy of the Ordinance shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A true copy of the Ordinance can be inspected or obtained at the Clerk's office. A complete copy of the Code is also available to the public for inspection and distribution at the office of the City Clerk in compliance with state law requiring that records of public bodies be made available to the general public.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

Absent: _____

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

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of _____, 2014.

Dated: _____, 2014

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

First Reading

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
CODE OF ORDINANCES BY ADOPTING BY REFERENCE
THE 2012 EDITION OF THE MICHIGAN BUILDING CODE"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Adoption by Referenced of the 2012 Edition of the Michigan Building Code

The City of Wyandotte adopts by reference the 2012 Edition of the Michigan Building Code.

Section 2. Applicability.

The provisions of the adopted code apply to the enforcement of the Michigan Building Code by the City of Wyandotte.

Section 3. Fees.

109.1 The following fees are required to be paid upon application to the City of Wyandotte.

A. Residential Building

Building Permit Base Fee of \$50.00, together with:

1. \$13.00 per \$1,000.00 to \$250,000.00 (starting at \$0)
2. \$15.00 per \$1,000.00 above \$250,000.00

Inspection and Reinstatement Fee (for each inspection) of \$40.00

B. Commercial Building

Building Permit Base Fee of \$50.00, together with:

1. Plus 1.6% of the construction cost for each project that is less than \$100,000.
2. Plus 1.2% of the total cost of each project between \$100,000 and \$1,000,000.
3. Plus 0.8% of the total cost of each project between \$1,000,000 and \$10,000,000.
4. Plus 0.4% of the total cost of each project between \$10,000,000 and \$125,000,000.
5. Plus 0.2% of the total cost of each project over \$125,000,000.

Inspection and Reinstatement Fee (for each inspection) of \$40.00

C. Building Bond Fees

1. One and two family dwellings fees of \$1,000.00
2. Multiple dwellings – each unit fees of \$500.00
3. Commercial/Industrial .25(25 cents) per sq. ft. (each floor) - minimum of \$1,000.00

D. Wrecking/Demolition Permit Fees

1. Accessory buildings (each building) - fee of \$50.00
2. Residential one and two family dwelling - fee of \$50.00
3. Multiple, commercial, industrial buildings - fee of \$300.00
4. Reinspection fee demolition (each inspection) fee of \$100.00

E. Appeal Fees (fees are nonrefundable)

1. Zoning board of appeals (residential) fee of \$200.00
2. Zoning board of appeals (commercial) fee of \$400.00
3. Building board of appeals (residential) fee of \$100.00
4. Building board of appeals (commercial) fee of \$200.00
5. Rezoning (residential) fee of \$300.00
6. Rezoning (commercial) fee of \$600.00
7. Special approval (residential) fee of \$125.00
8. Special approval (commercial) fee of \$200.00
9. Rezoning plan development (residential) fee of \$1,000.00
10. Rezoning plan development (commercial) fee of \$1,000.00

F. Plan Review Fees

1. Parking lots (residential) fee of \$50.00
2. Parking lots (commercial – less than six spaces) fee of \$75.00

3. Parking lots (commercial – more than six spaces) fee of \$150.00
4. New buildings (residential) fee of \$225.00
5. New buildings (commercial) fee of \$300.00
6. Garage (residential) fee of \$50.00
7. Garage (commercial) fee of \$50.00
8. Additions (residential) fee of \$100.00
9. Additions (commercial) fee of \$100.00
10. Utility review (per block) fee of \$150.00
11. Site plan development fee of \$750.00
12. Preliminary PD review fee of \$400.00
13. Final PD review fee of \$ 300.00

G. Registration, Administration, and Late Fees

1. Registration of residential builder's license fee of \$15.00
2. Administration fee of \$30.00
3. Late fee of \$125.00

H. Signs

1. Each sign fee of \$40.00
2. Signs requiring foundation inspection fee of \$80.00
3. Each inspection fee of \$40.00

I. Concrete Fees

1. Driveways new or replacement fee of \$50.00
2. Sidewalks, new or replacement
 - (a) 1 foot up to 50 feet fee of \$40.00

(b) 50 feet and up fee of \$40.00 plus \$1.00 per additional foot

3. Curb cuts, new or replacement

(a) Up to 12 feet in length a fee of \$50.00

(b) 12 feet and up a fee of \$50.00 plus \$1.00 per additional foot

J. Miscellaneous Fees

1. Use of street right-of-way fee of \$250.00

2. Grant of license processing fee of \$200.00

K. Moving Structure Fees

1. Residential fee of \$500.00

2. Commercial fee of \$2,000.00

Section 4. Penalties.

A violation of this ordinance is a municipal civil infraction subject to a civil fine not less than Twenty-Five (\$25.00) Dollars and not more than Five Hundred (\$500.00) Dollars and costs as allowed by law.

If any person commits a second offence, or subsequent violation of the same section of the code, such a violation constitutes a misdemeanor punishable by a fine not exceeding Five Hundred (\$500.00) Dollars and/or imprisonment not exceeding ninety (90) days provided the authorized city official issues an appearance ticket (and not a municipal civil infraction citation or notice) and marks it as a misdemeanor. However, nothing herein requires the authorized city official to charge a repeat offense of the same ordinance by the same individual as a misdemeanor.

Section 5. Purpose.

The purpose of this ordinance is to adopt model code regulations that address the design and installation of building systems with requirements for performance to safeguard the public health and safety in the City of Wyandotte.

Section 6. Repeal.

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

Section 7. Effective Date.

This ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council, and a copy of the Ordinance shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A true copy of the Ordinance can be inspected or obtained at the Clerk's office. A complete copy of the Code is also available to the public for inspection and distribution at the office of the City Clerk in compliance with state law requiring that records of public bodies be made available to the general public.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

Absent: _____

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

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of _____, 2014.

Dated _____, 2014

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

Reports
+
minutes



"AN EQUAL OPPORTUNITY EMPLOYER"

Wyandotte, Michigan October 20, 2014

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Pro Tempore Lawrence S. Stec presiding.

ROLL CALL

Present: Councilpersons Fricke, Miciura, Sabuda, Schultz, Stec

Absent: Councilperson Galeski

COMMUNICATIONS MISCELLANEOUS

The Honorable Joseph R. Peterson, Mayor
3200 Biddle Avenue
Suite 100
Wyandotte, Michigan 48192

Thursday, October 16, 2014

Dear Mayor Peterson & Members of the City Council,

The United States Marine Corps will be celebrating its 239th Birthday on Monday, November 10, 2014. To recognize this hallowed tradition on a local level, the Marine Corps League Downriver Detachment will be open to the public that day from 7 am until 12 Midnight. There will be plenty of food and refreshments on hand with various activities taking place throughout the day.

As in past years prior to our Birthday, we are respectfully requesting usage of the city owned vacant lot located at the corner of Eureka Road and 14th Street. Having use of the lot on November 10 addresses our ever present dilemma of minimal parking spots being available and allows older and/or disabled attendees to park closer to the Hall entrance, rather than down a side street or across Eureka Road.

Thank you, in advance, for any consideration given this request. If any additional information is required for this request to be approved, please do not hesitate to contact me and I will ensure it is furnished to your office without delay.

In closing, we look forward to welcoming all Wyandotte residents who join us on Monday, November 10. There will be plenty of Marine Corps Veterans present who would enjoy sharing about the rich traditions of the Marine Corps with anyone interested in learning about our storied and colorful history. We hope to see you!

Respectfully Yours And Simper Fidelio,

John E. Daggert, Senior Vice-Commandant
Downriver Detachment – Marine Corps League
1323 Eureka, Wyandotte, MI 48192

PERSONS IN THE AUDIENCE

Nick Bader, 2932 Biddle, regarding WBA 5K run on November 22nd with after party 2-4 PM at parking lot at 1st & Elm (Theater Lot).

Tom Pillar, 2397 23rd, regarding analog vs digital box.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

October 16, 2014

Mayor Joseph R. Peterson & City Councilmembers 3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Councilmembers

On Thursday, October 16, 2014, the Wyandotte Employee's Retirement Commission met and passed the following motion:

MOTION BY Commissioner Brohl, supported by Commissioner LaManes, that we concur in the recommendation of the City Administrator regarding the rate of \$31.16 per year of credited service, or an adjusted rate of \$37.43 per year of credited service to be used as the 2014 Special Supplemental Benefit Payment as set forth in the communication dated October 15, 2014, AND FURTHER implements the special supplemental retirement benefit allowance to retirees and or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and FURTHER recommend to the Mayor and City Council that they CONCUR in said recommendation and declare the above provisions in effect for the fiscal year.

MOTION UNANIMOUSLY CARRIED.

Sincerely yours,
William R. Griggs, Secretary to the Retirement Commission

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 20th, 2014 AGENDA ITEM #3

ITEM: Special Event Application – Wyandotte Yacht Club

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find an applications and information sheet map from the Wyandotte Yacht Club for their event to be held September October 25th 2014. The group is asking permission for the following items:

- a. Permission to utilize city streets and property for annual hayride.

This event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service provided the Wyandotte Yacht Club add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. (Please see the attached application and information sheets).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 25th 2014.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: Lawrence S. Stec

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 20th, 2014 AGENDA ITEM #4

ITEM: City Purchasing 230 Oak, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property is blight on the neighborhood and is need of extensive repairs. The Engineering Department has negotiated a sales price of \$29,000. The property information is as follows:

Lot Size: 25' x 140' Demolition Cost Estimated at: \$6,000.00
2014 SEV: \$35,560 Market Value: \$71,120
2013 Taxes: \$1,852.90

This property would be sold to the adjacent property owner.

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: 284-200-850-560 UDAG Land Acquisition.

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

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: ll/js

LIST OF ATTACHMENTS: Purchase Agreement and Map

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 20th, 2014 AGENDA ITEM #5

ITEM: Sales Agreements for NSP2 Home 655 Vinewood

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City received NSP2 Funds to continue the development at the Vinewood Village Condominium Complex. Council approved the listing price of this property in November, 2012, and had three (3) price reductions since then. On January 6, 2014, a random drawing was held and a purchaser was selected, however this offer has since been released. Therefore, the following offer has been received:

Sheila Baker, 19730 Fort Street, Apt 104, Riverview, Michigan 48193 in the amount of \$60,871.50. Ms. Baker is between 50% and 120% or below of area median income, completed eight (8) hours of housing counseling, and will be receiving the subsidy of \$13,043 (which will be a lien with Michigan State Housing Development Authority (MSHDA)). If the home is maintained as owner occupied for five (5) years this lien will not have to be repaid. The final mortgage is in the amount of \$47,828.50.

The proforma of expected expenses includes an estimated association fee of \$155/.00 per month. Item #24 has been added to the Addendum to Purchase Agreement to assure that Purchaser is aware of this fee.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods

ACTION REQUESTED: Approval of sale agreement between Sheila Baker and the City.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute Sales Agreements and closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: ll/js

LIST OF ATTACHMENTS: Sale Agreement

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: October 20th, 2014 AGENDA ITEM #6

ITEM: DEMOLITIONS BIDS FOR 143 – 149 ENNETT STREET

PRESENTER: Mark Kowalewski – City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND:

Council directed the demolition of 143-149 Bennett on August 18, 2014. (Attached)

Bids were requested and were received on August 27, 2014, for the above properties at 143 - 149 Bennett. 21st Centruy was determined to be the most qualified bid. See attached bids.

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

ACTION REQUESTED: Adopt a resolution concur-ring with the City Engineer selecting 21st Century as the contractor of record.

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

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to 21st Century directing them to begin demolition.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: H/js

LIST OF ATTACHMENTS:

Council Resolution Dated August 19, 2014
Summary of bids for demolition.

REPORTS AND MINUTES

Fire Commission Meeting	September 23, 2014	
Daily Cash Receipts	October 9, 2014	80,964.14
Daily Cash Receipts	October 16, 2014	125,871.95
Daily Cash Receipts	October 17, 2014	412.14

CITIZENS PARTICIPATION

William Harkleroad, 13393 Greenview Drive, Southgate, Michigan, regarding 13th Check. Objects to change in formula. Feels pension ordinance benefits have to be negotiated. Feels change should not be retroactive. Language change necessary.

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Fricke, Miciura, Sabuda, Schultz, Stec

Absent: Councilperson Galeski

FIRST READING OF AN ORDINANCE

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND SEC. 2-245 OF THE
CITY CODE OF ORDINANCES ENTITLED "SPECIAL SUPPLEMENTAL
RETIREMENT BENEFIT ALLOWANCES"

RESOLUTIONS

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

ROLL ATTACHED

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Downriver Detachment-Marine Corps League, 1323 Eureka relative to the use of the city-owned vacant lot located at the corner of Eureka road and 15th Street on Monday, November 10, 2014 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council grants permission for the use of the lot provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

ROLL ATTACHED

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the City CONCURS in permitting the .5K run on November 22, 2014 after the City of Wyandotte Christmas Parade. AND BE IT FURTHER RESOLVED that the Special Events Coordinator is directed to work with the Wyandotte Business Association to make all necessary arrangements with the appropriate City Departments. BE IT FURTHER RESOLVED that the WBA will be required to cover all labor costs and any other costs incurred by the City to accommodate this event. BE IT FURTHER RESOLVED that permission is granted to the WBA to use the old theatre lot at 1st and Elm Streets for a Beer Tent, Live Entertainment and other activities provided the plans are APPROVED by the Special Events Coordinator and other City Departments and provided a hold harmless agreement is provided.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the Retirement Commission and City Administrator regarding the rate of \$31.16 per year of credited service, or an adjusted rate of \$37.43 per year of credited service, set forth in the communication dated October 15, and October 16, 2014 and FURTHER implements the special supplemental retirement benefit allowance to retirees and or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and further recommends to the Mayor and City Council that they CONCUR in said recommendation and declare the above provision in effect for the fiscal year.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Sabuda, Schultz, Stec

NAYS: Councilmembers Fricke, Miciura

RESOLUTION FAILED TO PASS

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the request from the Wyandotte Yacht Club, PO. Box 274, Wyandotte, Michigan to utilize the city streets for their annual hayride on Saturday, October 25, 2014 is hereby APPROVED provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs, AND FURTHER that a copy of this resolution be forwarded to the Police and Fire Departments for information only.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to acquire the property at 230 Oak in the amount of \$29,000.00 to be appropriated from UDAG Funds; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; 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 Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the sale of the NSP2 home at 655 Vinewood is hereby referred back to the City Engineer and Department of Legal Affairs for a recommendation on the second addendum in regards to the Condominium Association.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the City Engineer and hereby authorizes the acceptance of the 21st Century bid of \$18,335 for the DEMOLITION of 143 and 149 Bennett funds to be derived from account # 492-200-850-519. The cost will be assessed against these properties; AND FURTHER that the parties of interest shall be forwarded a copy of this resolution by the City Clerk.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 20, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the City Engineer has expressed a desire to meet in closed session to discuss the purchase and/or lease of real property. NOW THEREFORE BE IT RESOLVED that Council shall meet in closed session immediately following the regular Council Meeting to discuss the above stated purpose only.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

ADJOURNMENT

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Ted Miciura

That we adjourn.

Carried unanimously

Adjourned at 8:50 PM

October 20, 2014

William R. Griggs

William R. Griggs, City Clerk

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O XT	211307	10/23/2014	ktrudell F2 101-000-001-000	MIDWESTERN AUDIT 101-000-041-021	A/R MW AUDIT-RESCUE 337.16 CITY CHECK 18554
					337.16 CITY CHECK 18554
O XU	211308	10/23/2014	ktrudell F2 101-000-001-000	MIDWESTERN AUDIT 101-000-041-023	A/R MW AUDIT-MVA RESPONSE 12.50 CITY CHECK 18556
					12.50 CITY CHECK 18556
O AT	211309	10/23/2014	ktrudell F2 101-000-001-000	TRIFECTA ATM 101-000-650-022	COURT ATM COMMISSION 12.00 CITY CHECK 8837
					12.00 CITY CHECK 8837
O RE	211310	10/23/2014	ktrudell F2 101-000-001-000	FIEGER & FIEGER 101-000-655-040	RECEIPTS-MISCELLANEOUS 10.00 CITY CHECK 74866
					10.00 CITY CHECK 74866
O MZ MZ	211311	10/23/2014	ktrudell F2 492-000-001-000 499-000-001-000	STATE OF MICHIGAN 492-000-411-062 499-000-411-062	TAXES-SMALL TAXPAYER LOSS 84,871.61 TAXES-SMALL TAXPAYER LOSS 28,037.99
					112,909.60 CITY CHECK 250670558
O EP	211312	10/23/2014	ktrudell F2 731-000-001-000	CITY OF WYANDOTTE 731-000-392-040	PD EMPLOYEE PENSION CONTR 1,576.42 CITY CHECK 115720
					1,576.42 CITY CHECK 115720
				Total of 6 Receipts	114,857.68

10/23/2014 05:11 PM

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/2

User: ktrudell

Post Date from 10/23/2014 - 10/23/2014 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

*** TOTAL OF CREDIT ACCOUNTS ***

101-000-041-021 A/R MW AUDIT-RESCUE	337.16
101-000-041-023 A/R MW AUDIT-MVA RESPONSE	12.50
101-000-650-022 COURT ATM COMMISSION	12.00
101-000-655-040 RECEIPTS-MISCELLANEOUS	10.00
492-000-411-062 TAXES-SMALL TAXPAYER LOSS	84,871.61
499-000-411-062 TAXES-SMALL TAXPAYER LOSS	28,037.99
731-000-392-040 PD EMPLOYEE PENSION CONTR	1,576.42
TOTAL - ALL CREDIT ACCOUNT	114,857.68

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash	371.66
492-000-001-000 Cash	84,871.61
499-000-001-000 Cash	28,037.99
731-000-001-000 Cash	1,576.42
TOTAL - ALL DEBIT ACCOUNTS	114,857.68

*** TOTAL BY FUND ***

101 General Fund	371.66
492 TIFA Consolidated Fund	84,871.61
499 DDA tax increment Finance Fund	28,037.99
731 Retirement System Fund	1,576.42
TOTAL - ALL FUNDS:	114,857.68

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND	<u>Tender Code/Desc.</u>	
	(CCK) CITY CHECK	371.66
	TOTAL:	371.66
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	(CCK) CITY CHECK	1,576.42
	TOTAL:	1,576.42
SPEC SPECIAL REVENUE FUNDS	(CCK) CITY CHECK	112,909.60
	TOTAL:	112,909.60
	TOTAL - ALL BANKS:	114,857.68

*** TOTAL OF ITEMS TENDERED ***

	<u>Tender Code/Desc.</u>	
	(CCK) CITY CHECK	114,857.68
	TOTAL:	114,857.68

*** TOTAL BY RECEIPT ITEMS ***

(1) AT: COURT ATM COMMISSION	12.00
(1) EP: PD EMPLOYEE PENSION CONTR	1,576.42
(2) MZ: MISC CASH/VARIOUS	112,909.60
(1) RE: RECEIPTS-MISCELLANEOUS	10.00
(1) XT: A/R MW AUDIT-RESCUE	337.16
(1) XU: A/R MW AUDIT-MVA RESPONSE	12.50
TOTAL - ALL RECEIPT ITEMS:	114,857.68

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
October 14, 2014

ROLL CALL

Present: Inspector James Pouliot
Commissioner Doug Melzer
Commissioner Dr. Michael Izzo

Absent: Commissioner John Harris (excused)
Chief Daniel Grant (excused)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:17 p.m.

The Minutes from the regular Police Commission meeting on September 23, 2014, were presented.

Izzo moved, Melzer seconded,
CARRIED, to approve the regular minutes of September 23, 2014, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – September 2014, Year To Date

There were 911 self-initiated events, and 1,609 total events for September. The average response time was 6:37.

There were no surprises, and the stats represented typical monthly call volumes.

Melzer moved, Izzo seconded,
CARRIED, to receive the September 2014 and Year to Date police statistics and place on file.

2. Citizen Survey Response

Officer Trusewicz responded to this call and was very courteous. The respondent was very pleased with his efforts.

Izzo moved, Melzer seconded,
CARRIED, to receive the citizen survey response and place on file.

3. Eyewitness Identification Policy and Procedures

The Department is being proactive in trying to implement this policy. Inspector Pouliot feels it will be just a matter of time before the State contacts all the agencies to see if they have a policy like this on file.

For the most part, the Department already follows the guidelines as outlined in the policy.

As with many of our other policies, this one was also derived through the L.E.A.F. Committee.

Our officers do not currently wear body cameras; this is a fairly new technology.

A general discussion followed on the pros and cons of car cameras vs. body cameras vs. no cameras at all. Currently, the agency is at a point where all the patrol vehicles would need new, updated cameras and related equipment.

Izzo moved, Melzer seconded,

CARRIED, to approve an implement the Eyewitness Identification Policy and Procedures as submitted.

4. Physical Fitness Bonus Program - Results

We had a good group of guys that had taken the test, all reached either a gold or silver level status.

Izzo moved, Melzer seconded,

CARRIED, to receive the results of the Physical Fitness Bonus program and place on file.

5. Bills and Accounts – October 14, 2014, \$44,534.29

Izzo moved, Melzer seconded,

CARRIED, to approve payment of the bills for October 14, 2014, \$44,534.29

NEW BUSINESS

1. Canine Shooting

One of our officers was recently dispatched to a scene where a Pitt Bull was on the loose. As the situation unfolded, the officer felt it was necessary to shoot the canine. After a thorough Department investigation, it was determined the officer acted appropriately under the circumstances.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:40 p.m.

Izzo moved, Melzer seconded,

CARRIED, to adjourn meeting at 6:40 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
September 23, 2014

ROLL CALL

Present: Chief Dan Grant
Commissioner Doug Melzer
Commissioner Dr. Michael Izzo

Absent: Commissioner John Harris (excused)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 5:58 p.m.

The Minutes from the regular Police Commission meeting on August 26, 2014, were presented.

Izzo moved, Melzer seconded,
CARRIED, to approve the regular minutes of August 26, 2014, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

1. **Thank You Letter & Certificate** – August 22, 2014 Thank You letter from Lt. Christopher Egan to Chief Grant regarding the Downriver Detroit Cadets' assistance during the July 18, 2014 Allen park Unity Walk.

This nice letter was from the Allen Park and Melvindale Citizen Emergency Response Team.

Melzer moved, Izzo seconded,
CARRIED, to receive the correspondence and place on file.

2. **Thank You Card** – September 9, 2011, Thank You card from Milan Radakovich to Chief Grant regarding Officer Groat's and Officer Jantz's response to a noise complaint.

Milan Radakovich thanked the officers for a job well done.

The Commissioners extended their thanks to the officers as well.

Melzer moved, Izzo seconded,
CARRIED, to receive the correspondence and place on file.

DEPARTMENTAL

1. Police Statistics – August 2014, Year To Date

Again, there is nothing out of the ordinary.

Melzer moved, Izzo seconded,

CARRIED, to receive the August 2014 and Year to Date police statistics and place on file.

2. Bills and Accounts – September 9, 2014, \$17,248.77, September 23, 2014, \$5607.03

Izzo moved, Melzer seconded,

CARRIED, to approve payment of the bills for September 9, 2014, \$17,248.77, and September 23, 2014, \$5607.03

NEW BUSINESS

1. Dispatch

We recently tested for some new part time dispatchers and will also hire two more full time positions. The top two candidates for the full time positions are Teresa Carr and Alyssa Pappas. This will add to our current staffing levels and get us closer to getting our staffing of Dispatchers to a total of eight (8) full time dispatch positions.

2. Termination of Officer Currently on Probation Period

Chief Grant recommended the termination of a 1-year Officer that is still on his probationary period. The officer has been involved in two alcohol related incidents while a member of the Wyandotte Police Department, one in January and one in September. He was disorderly and very intoxicated on both occasions. While on probation for eighteen months, he can be terminated with or without cause.

Melzer moved, Izzo seconded,

CARRIED, to concur with the Chief's recommendation and terminate the employment of the probationary officer.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:14 p.m.

Melzer moved, Izzo seconded,

CARRIED, to adjourn meeting at 6:14 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 09/01/2014 00:00:00 - 09/30/2014 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	6	6	0%	0:04:02	0:03:21	0:15:09	2:15:12	0:22:32
	ABANDONED AUTO	0	73	6	79	5%	2:32:38	0:06:22	0:16:22	142:29:05	1:48:13
	ACCIDENT/PERSONAL INJURY	0	0	3	3	0%	0:01:18	0:04:10	0:43:06	2:25:44	0:48:35
	ACCIDENT/PROPERTY DAMAGE	0	5	30	35	2%	0:03:49	0:07:25	0:49:38	31:01:53	0:53:12
	ACCIDENTAL DAMAGE	0	0	2	2	0%	0:05:59	0:04:02	0:23:40	0:58:21	0:29:11
	ALARM	0	0	36	36	2%	0:05:11	0:02:45	0:15:02	12:50:11	0:21:24
	ANIMAL BITE	0	0	1	1	0%	0:44:26	0:03:15	0:19:02	1:06:44	1:06:44
	ANIMAL COMPLAINT	0	2	12	14	1%	4:05:05	0:22:20	0:23:45	63:21:20	4:31:31
	ASSAULT & BATTERY	1	2	8	11	1%	0:12:23	0:05:30	0:23:19	6:28:45	0:38:53
	ASSIST OTHER AGENCY	0	2	14	16	1%	0:02:51	0:07:47	0:24:46	8:22:33	0:31:25
	BE ON THE LOOKOUT	0	0	1	1	0%	0:29:26	0:03:03	0:04:59	0:37:29	0:37:29
	BREAKING & ENTERING	0	0	15	15	1%	0:06:22	0:05:21	0:49:34	13:54:14	0:55:37
	BREAKING & ENTERING IN PROGRES	0	0	3	3	0%	0:03:25	0:02:56	0:46:44	2:39:17	0:53:06
	BUILDING CHECK	0	2	2	4	0%	0:01:10	0:02:08	0:13:51	1:03:12	0:15:48
	BUSINESS STOP	0	17	0	17	1%	0:00:01	0:00:00	0:13:01	3:41:38	0:13:02
	CHECK WELL BEING	0	4	36	40	2%	0:06:08	0:04:48	0:31:07	26:11:40	0:39:18
	CHILD ABUSE/NEGLECT	0	1	1	2	0%	0:03:03	0:06:13	0:14:52	0:39:01	0:19:31
	CITIZEN ASSIST	0	13	18	31	2%	0:04:36	0:12:12	0:07:00	8:57:13	0:17:20
	CIVIL DISPUTES	0	1	15	16	1%	0:07:28	0:05:27	0:30:11	10:29:20	0:39:20
	DEATH INVESTIGATION	0	0	7	7	0%	0:12:11	0:05:12	0:55:28	7:29:33	1:04:13
	DETAIL	0	9	0	9	1%	0:00:01	0:07:58	0:19:19	3:10:56	0:21:13
	DISORDERLY	0	0	34	34	2%	0:03:32	0:04:12	0:38:46	26:20:49	0:46:30
	DOMESTIC	0	0	57	57	4%	0:05:00	0:03:30	0:34:38	39:37:33	0:41:43
	DRUG VIOLATIONS	0	0	1	1	0%	0:00:28	0:00:03	1:31:09	1:31:40	1:31:40

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DUMPING	0	0	1	1	0%	16:18:34	0:08:39	0:11:08	16:38:21	16:38:21
	FELONIOUS ASSAULT	0	0	1	1	0%	0:04:28	0:00:00	0:00:00	4:05:48	4:05:48
	FELONIOUS ASSAULT IN PROGRESS	0	0	1	1	0%	0:03:52	0:01:38	0:53:18	0:58:48	0:58:48
	FIGHT	0	0	17	17	1%	0:02:15	0:04:14	0:33:18	11:16:38	0:39:48
	FIRE	0	0	10	10	1%	0:01:02	0:04:30	0:27:09	5:27:02	0:32:42
	FIREWORKS	0	0	1	1	0%	0:06:16	0:00:00	0:00:00	0:26:45	0:26:45
	FLEEING & ELUDING	0	0	2	2	0%	0:00:56	0:00:00	3:15:36	3:21:40	1:40:50
	FOLLOW-UP	0	157	4	161	10%	0:00:16	0:06:53	0:10:11	29:09:33	0:10:52
	FOUND PROPERTY	1	4	4	9	1%	0:09:16	0:05:20	0:43:29	6:25:51	0:48:14
	FRAUD	0	2	5	7	0%	0:18:54	0:00:00	7:59:42	19:18:17	2:45:28
	FUEL	0	8	0	8	0%	0:00:08	0:00:00	0:02:47	0:22:41	0:02:50
	GAS PUMP	0	1	0	1	0%	0:00:00	0:00:00	0:06:30	0:06:31	0:06:31
	HARASSMENT	0	0	2	2	0%	0:03:45	0:07:39	0:31:22	1:25:31	0:42:46
	HIT & RUN ACCIDENT	0	3	9	12	1%	0:05:24	0:06:44	0:37:08	9:15:03	0:46:15
	IDENTITY THEFT	0	1	1	2	0%	0:00:07	0:17:28	0:00:28	0:18:38	0:09:19
	INDECENT EXPOSURE	0	0	3	3	0%	0:07:29	0:05:33	0:15:18	1:25:03	0:28:21
	INJURED PERSON	0	0	1	1	0%	0:00:38	0:00:00	0:00:00	0:55:16	0:55:16
	JUVENILE COMPLAINT	0	0	11	11	1%	0:07:59	0:07:11	0:22:38	6:55:17	0:37:45
	LARCENY	0	2	35	37	2%	0:20:35	0:06:20	0:23:08	28:21:24	0:45:59
	LOST PROPERTY	0	0	1	1	0%	0:08:48	0:00:18	0:16:57	0:26:04	0:26:04
	MALICIOUS DESTRUCTION	0	0	15	15	1%	0:07:00	0:07:03	0:17:29	11:06:23	0:44:26
	MENTAL	0	1	4	5	0%	0:05:22	0:01:47	0:42:12	4:05:00	0:49:00
	MISCELLANEOUS	0	7	14	21	1%	0:06:02	0:21:28	0:29:32	16:44:39	0:47:50
	MISSING PERSON	0	1	8	9	1%	0:04:41	0:10:27	0:26:25	5:26:37	0:36:17
	MISSING PERSON - RECOVERED	0	0	1	1	0%	0:02:56	0:04:08	0:06:44	0:13:49	0:13:49
	NARCOTICS INVESTIGATION	0	2	5	7	0%	0:02:40	0:02:37	0:49:59	6:21:38	0:54:31
	NEIGHBORHOOD DISPUTE	0	0	3	3	0%	0:19:42	0:08:42	0:49:22	3:53:21	1:17:47

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	NOISE COMPLAINT	0	0	37	37	2%	0:04:57	0:04:32	0:10:38	13:30:34	0:21:54
	OPEN BURN	0	0	1	1	0%	0:41:35	0:00:00	0:00:00	1:01:55	1:01:55
	OPERATING UNDER THE INFLUENCE	0	2	1	3	0%	0:03:04	0:02:04	2:36:52	8:01:51	2:40:37
	ORDINANCE VIOLATION	1	59	7	67	4%	0:00:45	0:04:56	0:14:06	16:09:33	0:14:41
	OVERDOSE	0	0	1	1	0%	0:01:10	0:08:53	0:11:20	0:21:24	0:21:24
	PARKING COMPLAINTS	0	53	20	73	5%	0:07:56	0:06:51	0:14:02	27:55:36	0:22:57
	PATROL CHECK	0	38	4	42	3%	0:00:17	0:22:51	0:24:55	18:47:05	0:26:50
	POLICE ASSIST TO FIRE	0	0	1	1	0%	0:00:07	0:02:32	0:16:14	0:18:53	0:18:53
	PRISONER CHECK	0	1	0	1	0%	0:00:00	0:00:00	0:24:20	0:24:20	0:24:20
	PRISONER TRANSPORT	0	1	2	3	0%	0:00:35	0:01:24	1:13:47	3:43:57	1:14:39
	RADAR ENFORCEMENT	0	17	0	17	1%	0:00:01	0:00:00	0:16:31	4:40:57	0:16:32
	RECKLESS DRIVING	1	0	5	6	0%	0:07:27	0:06:20	0:04:02	1:29:12	0:17:50
	RECOVERED STOLEN VEH / PROP	0	0	2	2	0%	0:01:02	0:11:46	1:00:41	2:26:58	1:13:29
	RESCUE EMERGENCY	0	0	8	8	0%	0:01:00	0:03:35	0:27:16	3:57:14	0:29:39
	RESIDENTIAL CHECK	0	0	6	6	0%	0:07:37	0:02:50	0:38:57	5:30:31	0:55:05
	RETAIL FRAUD	0	0	1	1	0%	0:02:23	0:16:19	1:10:46	1:29:28	1:29:28
	RUNAWAY JUVENILE	1	0	2	3	0%	0:14:33	0:06:10	0:30:01	1:41:29	0:50:45
	SHOTS FIRED	0	0	1	1	0%	0:04:21	0:07:48	0:30:37	0:42:47	0:42:47
	SOLICITOR	0	0	4	4	0%	0:03:53	0:04:43	0:21:42	2:01:14	0:30:19
	STALKING COMPLAINTS	0	1	1	2	0%	0:04:41	0:18:20	0:17:25	0:57:53	0:28:57
	STOLEN VEHICLE	0	2	4	6	0%	0:09:26	0:04:11	0:56:19	5:55:52	0:59:19
	SUICIDE	0	0	8	8	0%	0:03:15	0:03:32	0:24:00	4:06:20	0:30:48
	SUSPICIOUS INCIDENT	0	5	34	39	2%	0:06:01	0:05:21	0:27:25	23:49:20	0:36:39
	SUSPICIOUS PERSON	0	7	19	26	2%	0:06:55	0:03:04	0:12:42	10:23:40	0:23:59
	SUSPICIOUS VEHICLE	0	3	13	16	1%	0:12:06	0:05:34	0:28:23	12:25:35	0:46:36
	THREATS	0	1	13	14	1%	0:10:32	0:10:35	0:57:33	15:34:39	1:06:46
	TRAFFIC HAZARD	0	11	13	24	1%	0:05:59	0:03:47	0:10:09	5:33:01	0:13:53

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRAFFIC STOP	0	381	5	386	24%	0:00:02	0:02:50	0:11:19	73:16:12	0:11:23
	TRESPASSING	0	0	1	1	0%	0:06:59	0:03:39	0:04:05	0:14:44	0:14:44
	VIOLATION OF PUBLIC HEALTH COE	0	1	0	1	0%	0:00:00	0:00:00	0:12:26	0:12:27	0:12:27
	VIOLATION ROAD LAWS	0	8	2	10	1%	0:00:20	0:18:10	0:56:57	10:25:55	1:02:36
	WARRANT	0	0	7	7	0%	0:31:43	0:09:24	0:52:04	12:16:32	1:45:13
	WIRES DOWN	0	0	3	3	0%	1:11:47	0:05:22	0:12:37	4:31:44	1:30:35
	Subtotals for No Summary Code	5	911	693	1609	100%	0:24:13	0:06:37	0:37:05	906:13:53	1:00:13
	Subtotals for WYPD	5	911	693	1609	100%	0:24:13	0:06:37	0:37:05	906:13:53	1:00:13

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2014 00:00:00 - 09/30/2014 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	40	40	0%	0:06:29	0:03:31	0:16:25	17:10:33	0:25:46
	911C	0	0	2	2	0%	0:04:21	0:03:29	0:15:37	0:46:53	0:23:27
	ABANDONED AUTO	0	622	109	731	5%	1:25:20	0:09:35	0:14:13	965:27:40	1:19:15
	ACCIDENT/NON TRAFFIC AREA	0	1	3	4	0%	0:01:35	0:01:34	0:20:12	1:28:42	0:22:11
	ACCIDENT/PERSONAL INJURY	0	1	31	32	0%	0:01:59	0:06:19	0:49:13	29:07:26	0:54:36
	ACCIDENT/PROPERTY DAMAGE	0	39	296	335	2%	0:04:42	0:05:53	0:36:16	249:44:26	0:44:44
	ACCIDENTAL DAMAGE	0	1	26	27	0%	0:10:36	0:07:32	0:24:38	19:04:21	0:42:23
	ALARM	0	2	363	365	2%	0:04:43	0:03:50	0:11:36	117:15:33	0:19:17
	ANIMAL BITE	0	1	9	10	0%	0:08:14	0:07:33	0:33:17	8:10:51	0:49:05
	ANIMAL COMPLAINT	0	17	91	108	1%	0:45:41	0:09:31	0:17:51	121:16:05	1:07:22
	ARSON	0	0	1	1	0%	0:00:05	0:03:07	2:19:36	2:22:48	2:22:48
	ASSAULT & BATTERY	2	10	60	72	0%	0:05:26	0:06:08	0:35:21	51:36:22	0:44:14
	ASSAULT & BATTERY IN PROGRESS	0	0	4	4	0%	0:03:29	0:04:15	0:18:19	1:39:42	0:24:56
	ASSIST OTHER AGENCY	0	39	99	138	1%	0:04:01	0:07:30	0:40:09	107:03:09	0:46:53
	BE ON THE LOOKOUT	0	1	2	3	0%	0:42:30	0:02:04	0:10:45	2:43:57	0:54:39
	BREAKING & ENTERING	1	3	127	131	1%	0:07:14	0:05:43	0:45:51	129:51:06	0:59:56
	BREAKING & ENTERING IN PROGRES	0	0	18	18	0%	0:02:55	0:04:25	0:56:23	17:13:13	0:57:24
	BUILDING CHECK	0	43	10	53	0%	0:04:33	0:05:53	0:11:58	14:18:09	0:16:11
	BUSINESS STOP	0	287	0	287	2%	0:02:56	0:00:00	0:09:44	56:35:16	0:11:50
	CHECK WELL BEING	0	12	344	356	2%	0:06:32	0:04:41	0:22:40	194:10:11	0:32:44
	CHILD ABUSE/NEGLECT	0	1	22	23	0%	0:09:08	0:06:42	0:36:29	18:57:46	0:49:28
	CITIZEN ASSIST	0	122	161	283	2%	0:06:13	0:07:43	0:11:29	99:43:43	0:21:09
	CIVIL DISPUTES	1	5	132	138	1%	0:08:37	0:05:16	0:28:22	104:22:39	0:45:43

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	CRIMINAL SEXUAL CONDUCT	0	3	22	25	0%	0:03:59	0:08:09	1:17:36	26:50:17	1:04:25
	CRIMINAL SEXUAL CONDUCT IP	0	1	1	2	0%	0:02:34	0:03:52	0:45:44	1:40:28	0:50:14
	DEATH INVESTIGATION	1	0	46	47	0%	0:06:15	0:06:34	1:23:26	61:01:33	1:19:36
	DETAIL	0	71	0	71	0%	0:00:01	0:09:31	0:41:09	50:56:32	0:43:03
	DISORDERLY	0	23	265	288	2%	0:04:23	0:04:19	0:39:17	223:39:00	0:46:36
	DOMESTIC	0	6	417	423	3%	0:04:58	0:04:36	0:36:54	322:41:47	0:45:46
	DRUG VIOLATIONS	0	2	9	11	0%	0:06:57	0:04:45	0:44:30	10:01:58	0:54:43
	DUMPING	0	0	5	5	0%	3:19:08	0:09:31	0:29:29	19:50:42	3:58:08
	ESCORTS	0	3	1	4	0%	0:06:43	0:04:42	1:06:08	5:11:13	1:17:48
	FELONIOUS ASSAULT	0	1	6	7	0%	0:02:46	0:07:51	0:35:48	8:32:02	1:13:09
	FELONIOUS ASSAULT IN PROGRESS	0	0	1	1	0%	0:03:52	0:01:38	0:53:18	0:58:48	0:58:48
	FIELD CONTACTS	1	7	0	8	0%	0:00:01	0:00:00	0:05:59	0:42:02	0:06:00
	FIGHT	0	0	98	98	1%	0:02:20	0:04:08	0:40:26	73:05:55	0:44:45
	FIRE	0	0	39	39	0%	0:00:48	0:03:30	0:43:00	29:12:32	0:44:56
	FIREWORKS	0	1	64	65	0%	1:22:45	0:05:36	0:11:31	108:47:20	1:40:25
	FLEEING & ELUDING	0	1	7	8	0%	0:00:36	0:06:04	1:37:29	11:55:10	1:29:24
	FOLLOW-UP	0	845	17	862	6%	0:00:08	0:06:28	0:11:30	175:17:15	0:12:12
	FOUND PROPERTY	3	25	44	72	0%	0:07:27	0:09:27	0:31:34	48:35:30	0:42:15
	FRAUD	3	10	54	67	0%	0:08:26	0:09:38	0:57:39	59:10:19	0:55:28
	FUEL	0	162	0	162	1%	0:00:01	0:00:00	0:04:29	12:11:38	0:04:31
	GAS PUMP	0	57	0	57	0%	0:00:01	0:00:00	0:05:07	4:53:02	0:05:08
	HARASSMENT	0	8	78	86	1%	0:08:54	0:06:37	0:32:33	69:43:00	0:48:38
	HEALTH & SAFETY VIOLATION	0	1	0	1	0%	0:00:02	0:00:00	0:01:20	0:01:22	0:01:22
	HIT & RUN ACCIDENT	0	19	122	141	1%	0:05:24	0:07:12	0:37:10	112:56:29	0:48:04
	HOUSE STOP	0	27	0	27	0%	0:00:01	0:00:00	0:31:28	14:10:25	0:31:30
	IDENTITY THEFT	0	3	16	19	0%	0:02:35	0:09:26	0:18:02	26:23:25	1:23:20
	INDECENT EXPOSURE	0	0	5	5	0%	0:06:18	0:07:00	0:50:17	5:18:00	1:03:36

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	INJURED INMATE	0	1	0	1	0%	0:00:02	0:00:00	4:36:19	4:36:21	4:36:21
	INJURED PERSON	0	0	2	2	0%	0:00:40	0:00:00	0:00:00	0:56:11	0:28:06
	INJURY ON DUTY	0	1	0	1	0%	0:00:00	0:00:00	0:36:22	0:36:22	0:36:22
	INTERNET	0	0	1	1	0%	0:33:06	0:04:20	0:12:35	0:50:01	0:50:01
	JUVENILE COMPLAINT	2	4	95	101	1%	0:09:43	0:05:15	0:26:56	67:54:07	0:41:09
	LARCENY	7	34	301	342	2%	0:09:29	0:07:44	0:25:34	224:51:49	0:40:16
	LIQUOR LAW VIOLATION	0	3	6	9	0%	0:05:38	0:03:36	0:44:04	6:45:48	0:45:05
	LOITERING	0	0	1	1	0%	0:48:49	0:05:26	0:04:48	0:59:03	0:59:03
	LOST PROPERTY	0	3	1	4	0%	0:04:25	0:00:18	0:51:04	3:33:27	0:53:22
	MALICIOUS DESTRUCTION	2	8	198	208	1%	0:08:30	0:07:48	0:23:39	141:15:57	0:41:09
	MENTAL	0	3	34	37	0%	0:03:58	0:05:06	0:34:30	26:07:39	0:42:22
	MISCELLANEOUS	2	213	145	360	2%	0:09:54	0:08:40	0:32:07	239:56:01	0:40:13
	MISSING PERSON	0	3	42	45	0%	0:10:29	0:06:12	0:23:31	27:49:22	0:37:06
	MISSING PERSON - RECOVERED	0	1	15	16	0%	0:10:39	0:07:22	0:14:06	8:47:20	0:32:58
	NARCOTICS INVESTIGATION	3	24	27	54	0%	0:09:36	0:05:26	0:56:23	54:59:48	1:04:42
	NEIGHBORHOOD DISPUTE	0	1	72	73	0%	0:08:25	0:06:44	0:25:33	49:24:06	0:40:36
	NOISE COMPLAINT	0	4	197	201	1%	0:11:24	0:05:52	0:16:39	115:50:25	0:34:35
	ODOR	0	0	3	3	0%	0:03:33	0:02:53	0:49:57	2:49:10	0:56:23
	OFF ROAD VEHICLE	0	1	1	2	0%	0:05:40	0:08:13	0:14:37	0:48:48	0:24:24
	OPEN BURN	0	0	1	1	0%	0:41:35	0:00:00	0:00:00	1:01:55	1:01:55
	OPERATING UNDER THE INFLUENCE	0	46	18	64	0%	0:00:56	0:02:18	1:26:32	91:45:51	1:26:02
	ORDINANCE VIOLATION	1	1016	52	1069	7%	0:15:56	0:13:19	0:11:33	425:28:03	0:23:54
	OVERDOSE	0	0	8	8	0%	0:01:58	0:03:46	0:16:15	2:38:07	0:19:46
	PARKING COMPLAINTS	0	456	202	658	4%	0:37:07	0:09:44	0:14:01	499:55:01	0:45:35
	PATROL CHECK	0	607	4	611	4%	0:00:02	0:08:54	0:34:39	354:04:46	0:34:46
	POLICE ASSIST TO FIRE	0	0	2	2	0%	0:00:16	0:03:37	0:16:14	0:23:19	0:11:40
	PRISONER CHECK	0	8	1	9	0%	0:00:20	0:00:00	1:05:47	9:07:34	1:00:50

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	PRISONER TRANSPORT	0	11	13	24	0%	0:00:47	0:14:20	1:49:09	45:08:54	1:52:52
	PROSTITUTION	0	2	0	2	0%	0:00:01	0:00:00	0:10:19	0:20:39	0:10:20
	RADAR ENFORCEMENT	0	401	0	401	3%	0:00:01	0:00:00	0:15:19	102:33:34	0:15:21
	RECKLESS DRIVING	1	5	52	58	0%	0:08:15	0:06:21	0:16:01	29:51:38	0:31:26
	RECOVERED STOLEN VEH / PROP	0	3	8	11	0%	0:05:29	0:06:47	0:41:24	9:24:36	0:51:20
	RESCUE EMERGENCY	0	0	106	106	1%	0:02:31	0:04:35	0:28:25	64:08:38	0:36:18
	RESIDENTIAL CHECK	0	2	13	15	0%	0:06:49	0:04:27	0:25:54	9:54:15	0:39:37
	RETAIL FRAUD	0	0	19	19	0%	0:08:57	0:05:59	0:46:11	18:53:10	0:59:38
	ROBBERY	0	0	10	10	0%	0:03:45	0:02:08	0:46:02	8:44:40	0:52:28
	ROBBERY ALARM	0	0	1	1	0%	0:00:58	0:03:40	0:08:37	0:13:15	0:13:15
	RUNAWAY JUVENILE	2	1	21	24	0%	0:12:54	0:07:08	0:25:24	17:24:39	0:47:29
	SEARCH WARRANT	0	1	0	1	0%	0:00:00	0:00:00	11:36:12	11:36:12	11:36:12
	SHOTS FIRED	0	0	12	12	0%	0:05:41	0:03:04	0:39:42	9:41:25	0:48:27
	SICK INMATE	0	4	0	4	0%	0:00:01	0:00:00	6:56:03	27:44:15	6:56:04
	SOLICITOR	0	1	15	16	0%	0:09:30	0:06:12	0:14:03	7:40:38	0:28:47
	STALKING COMPLAINTS	0	2	16	18	0%	0:06:50	0:05:39	0:31:29	10:55:56	0:36:26
	STOLEN VEHICLE	1	4	45	50	0%	0:08:44	0:06:47	0:30:05	43:42:10	0:53:31
	SUBPOENA	0	3	0	3	0%	0:00:02	0:00:00	0:28:32	1:25:41	0:28:34
	SUICIDE	0	1	49	50	0%	0:03:40	0:03:38	0:41:59	40:38:38	0:48:46
	SURVEILLANCE	0	45	0	45	0%	0:00:02	0:00:00	0:27:38	20:44:43	0:27:40
	SUSPICIOUS INCIDENT	1	36	250	287	2%	0:08:11	0:05:08	0:20:29	155:54:19	0:32:42
	SUSPICIOUS PERSON	0	76	161	237	2%	0:06:04	0:03:24	0:20:56	113:17:11	0:28:41
	SUSPICIOUS VEHICLE	0	35	101	136	1%	0:08:28	0:04:17	0:15:57	60:14:06	0:26:34
	TAMPERING WITH AUTO	0	0	3	3	0%	0:04:34	0:01:36	2:27:08	7:39:54	2:33:18
	THREATS	0	7	138	145	1%	0:09:39	0:07:14	0:28:13	103:24:43	0:42:47
	TRAFFIC HAZARD	0	60	95	155	1%	0:05:11	0:05:19	0:13:53	50:51:40	0:19:41
	TRAFFIC STOP	1	3259	48	3308	22%	0:00:44	0:04:20	0:11:00	635:33:47	0:11:32

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRESPASSING	0	1	11	12	0%	0:11:33	0:03:11	0:25:07	7:46:57	0:38:55
	TRUANCY	0	0	2	2	0%	0:02:57	0:00:00	0:00:00	0:07:57	0:03:59
	VIOLATION OF PUBLIC HEALTH COE	0	29	2	31	0%	0:00:33	0:10:44	1:06:14	34:54:08	1:07:33
	VIOLATION ROAD LAWS	0	122	11	133	1%	0:00:30	0:08:46	0:36:19	83:43:17	0:37:46
	WARRANT	15	34	79	128	1%	0:06:26	0:21:42	0:46:58	136:58:37	1:12:44
	WEAPONS	0	0	12	12	0%	0:12:29	0:04:50	0:51:02	12:54:55	1:04:35
	WIRES DOWN	0	0	3	3	0%	1:11:47	0:05:22	0:12:37	4:31:44	1:30:35
Subtotals for No Summary Code		50	9065	5992	15107	100%	0:10:45	0:06:03	0:45:49	8065:55:27	0:58:25
Subtotals for WYPD		50	9065	5992	15107	100%	0:10:45	0:06:03	0:45:49	8065:55:27	0:58:25

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, July 17, 2014, Meeting
MINUTES AS RECORDED

The meeting was called to order by Vice- Chairperson Stanley Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Duran, Lupo, Parker, Pasko, Rutkowski, Tavernier

COMMISSIONERS EXCUSED: Krimmel

ALSO PRESENT: Ben Tallerico, City Planner
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

None

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER BENSON, supported by Commissioner Lupo to approve the minutes of the Meeting of June 19, 2014. MOTION PASSED.

OLD BUSINESS:

1. PUBLIC HEARING #306 – Request from City of Wyandotte (Owner) and Jonathan R. Crane, P.C. (Appellant) for a Building Permit for a communication antenna at 266 Maple, City of Wyandotte, County of Wayne, State of Michigan where the proposed conflicts with Section 2202.II.1 of the City of Wyandotte Zoning Ordinance.

This item was removed from the Planning Commission agenda at the request of the City Engineer.

NEW BUSINESS:

1. PUBLIC HEARING #032414 – Request from the City of Wyandotte, 3200 Biddle Avenue, Wyandotte, (Owner and Appellant) to rezone the property at 640 Plum (former McKinley School), in the City of Wyandotte, County of Wayne and State of Michigan. (Lots 8 to 14 Block 178 including vacated Cherry Street from 6th to 7th Streets, and Lots 1 to 14 Block 179, Plat of Part of Wyandotte). Lot Size 350' x 520'. It is proposed that said property be rezoned from Single Family Residential District (RA) to Plan Development District (PD).

1st MOTION BY COMMISSIONER BENSON, supported by Commissioner Parker to recommend to the City Council that the request from the City Engineer to rezone the property at 640 Plum (former McKinley School), Lots 8 to 14 Block 178 including vacated Cherry Street from 6th to 7th Streets, and Lots 1 to 14 Block 179, Plat of Part of Wyandotte, from Single Family Residential District (RA) to Plan Development District (PD) be **DENIED** for rezoning.

YES: Adamczyk, Benson, Duran, Lupo, Parker, Pasko, Rutkowski, Tavernier

NO: None ABSENT: Krimmel MOTION PASSED

2nd MOTION BY COMMISSIONER BENSON, supported by Commissioner Duran to recommend to the City Council that the Council meets with the McKinley Neighborhood to brain storm with neighbors for proposed projects for the site.

YES: Adamczyk, Benson, Duran, Lupo, Parker, Pasko, Rutkowski, Tavernier

NO: None ABSENT: Krimmel MOTION PASSED

OTHER BUSINESS:

Request from Rick DeSana, Owner of Captains Pub, 126 Oak Street, Wyandotte, requesting a change to the approved plan for their Outdoor Café on Oak Street by eliminating the gate to the café.

No one was present at the meeting, therefore no action was taken by the Commission.

BILLS AND ACCOUNT:

Motion by Commissioner Benson, supported by Commissioner Lupo, to pay the Planning Consultant fee for July 2014 to Beckett & Raeder, \$700.00 and hours for Secretarial Services: 06/01/14 to 06/30/14.

YES: Adamczyk, Benson, Duran, Lupo, Parker, Pasko, Rutkowski, Tavernier

NO: None ABSENT: Krimmel MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER LUPO, supported by Commissioner Tavernier to adjourn the meeting at 8:15 p.m.

YES: Adamczyk, Benson, Duran, Lupo, Parker, Pasko, Rutkowski, Tavernier

NO: None ABSENT: Krimmel MOTION PASSED

PUBLIC HEARING – 032414 Request from the City of Wyandotte, 3200 Biddle Avenue, Wyandotte, (Owner and Appellant) to rezone the property at 640 Plum (former McKinley School), in the City of Wyandotte, County of Wayne and State of Michigan. (Lots 8 to 14 Block 178 including vacated Cherry Street from 6th to 7th Streets, and Lots 1 to 14 Block 179, Plat of Part of Wyandotte).

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

January Wagner, 555 Cherry, Wyandotte, present

Mrs. Wagner stated she was opposed to the rezoning. The City has spent a lot of money to clear up this area and rezoning this property would be a step backwards. Mrs. Wagner asked who was informed of this meeting.

Ben Tallerico, the City Planner, indicated that the Planning Law only requires that property owners within 300 feet of the property be notified and a notice is placed in the local paper.

Mrs. Roberts, Secretary to the Commission, indicated that someone took the notice that was sent out and changed it and placed it in the mailboxes of the residents in the neighborhood. Mrs. Roberts further indicated that the Post Master General, in Wyandotte, contacted her to inform her that this was illegal. Mrs. Roberts explained to the Post Master that the City did not place the notice in the boxes.

Mr. Welch, 551 Cherry, Wyandotte, present

Mr. Welch indicated that he has lived in this area for 60 years and has seen improvement in the neighborhood. Mr. Welch further stated that rezoning the property would be going backwards. Mr. Welch stated that the additional units would mean more traffic in the neighborhood which he does not want to see. Mr. Welch is 100% opposed to the rezoning.

Vice- Chairperson Pasko asked Mr. Tallerico to read the preamble to the PD Zoning.

Mr. Tallerico read the preamble of the PD District. Mr. Tallerico further stated that the rezoning would allow for single family dwellings. Mr. Tallerico further stated that this Commission is only making a recommendation to the City Council and the Council would be approving or denying the rezoning of the property.

Patrick Hacsclbach, 446 Cherry, Wyandotte, present

Mr. Hacsclbach stated that he is opposed to the rezoning he sees no benefit to the neighborhood. Mr. Hacsclbach stated that he has lived in his home for 20 years and wants to see homes be constructed on this site.

Vice-Chairperson Pasko indicted that the Commission is not looking at the project, at this time, only the rezoning.

John Darin, 851 Orchard, Wyandotte, present

Mr. Darin indicated that he was the spoke person for the McKinley Neighborhood United and at this time the group is unable to agree or disagree with the rezoning. Mr. Darin indicated that the group would need additional information.

Mr. Darin stated that he feels that there are options for the property. It could be utilized as another school or a satellite branch of a college. Mr. Darin indicated that the City needs to think out of the box and find a use for this property. Mr. Darin stated that the playground/park needs to stay.

Mr. Darin stated that he was part of the festival of homes years ago and the City should consider another project like that at this location. Mr. Darin feels that there has been an upswing in single family development.

Tom Carson, 564 Plum, Wyandotte, present

Mr. Carson indicated that he feels that the entire neighborhood should have been notified and not just the people within the 300 feet of the property. Mr. Carson asked what a PD District is and what can go in if the property is rezoned.

Mr. Tallerico read what was allowed in the PD District.

Mr. Patrick, 523 Cherry, Wyandotte, present.

Mr. Patrick indicated that he has lived in this area for 30 years. The McKinley Neighbors United along with Jim DeSana has revived this area. There were a lot of rental units that were removed and new single family homes built. The area was rezoned to single family so multiple units could not go back in.

Mr. Patrick indicated that the City should not have traded properties with the School Board and now the City is in a jam and has to do something with this property. Mr. Patrick further stated that in his opinion the City should not be in the land acquisition business.

Mr. Patrick stated that he feels the school should be removed and the park should stay, then you could probably get about 21 new homes on the site which is what belongs on the site.

Mr. Patrick stated that there is no benefit to the residents only the City if this property is rezoned.

Mr. Patrick indicted that he is 100% against the rezoning of this property.

Al Sliwinski, 728 Cherry, Wyandotte, present.

Mr. Sliwinski indicated that he lives within the 300 feet of the property and he is against the rezoning of this property. Mr. Sliwinski indicated that if there is no specific project, then why rezone the property. Mr. Sliwinski indicated that he is against the rezoning.

Christopher and Kathleen Gibson, 567 Cherry, Wyandotte, present.

Mrs. Gibson indicated that he lives adjacent to the school and he feels that the school should be repurposed like has been done in other communities. Mrs. Gibson further indicated that the park is used quite a bit and he would hate to see that removed. Mrs. Gibson indicated that he does not want to see an apartment building constructed on this site. Mrs. Gibson indicated that she is opposed to the rezoning.

Mrs. Gibson indicated that she moved here because of the park and the school and the quaint neighborhood and since the school closed the property has not been maintained. Mrs. Gibson realizes that this property might not be on the top of the City's list for maintenance, but the park is utilized a lot and it should be maintained.

Mrs. Gibson further stated that she does not see a market for apartments, if that is what the project will be.

Mr. Tallerico indicated that the City did bid the property out and received two (2) proposals for the property. The City is working with one of the proposal makers and it was recommended that the property be rezoned.

Mrs. Gibson asked if there were any grants available to re-develop this property.

Mr. Tallerico stated that she should contact the City's Administration Department.

Commissioner Benson asked for a show of hands in the audience of how many people are against the rezoning.

The entire audience raised their hands about 35 to 40 people.

Branson Crupi, 334 Cherry, Wyandotte, present.

Mr. Crupi asked the Commissioners if they looked around the City, there are a lot of for rent signs and there is not a demand for apartments. Mr. Crupi stated that he is not against apartments, but not in this neighborhood. Mr. Crupi stated that the traffic will increase and that is not good for the neighborhood.

Denise Dicks, 446 Plum, Wyandotte, present.

Ms. Dicks stated that she is opposed to anything on this lot except single family homes. Ms. Dicks stated that the City has put a lot of funds into this property when they closed Cherry Street and built the park, putting anything but single family homes would be a mistake.

Mr. Wagner, 555 Cherry, Wyandotte, present.

Mr. Wagner stated that he moved here from Royal Oak and he is sure there is a developer because there is a rendering on the 2nd floor. Mr. Wagner continued that he feels that more than 300 feet adjacent to the property should have been notified. Mr. Wagner asked the Commissioners how many of the members lived in the area. Mr. Wagner stated that the Commission should take into consideration the views of the neighborhood.

Bonnie Schnieder, 453 Plum, Wyandotte, present.

Ms. Schnieder stated that she is opposed to this rezoning. It was zoned single family and should stay that way. Ms. Schnieder continued that she is not ok with the other neighbors not getting notified. Ms. Schnieder continued that the park is used a lot and should not be removed.

Vice-Chairperson Pasko stated that the notices were sent out as determined by the law.

Brad Lewis, 764 Plum, Wyandotte, present.

Mr. Lewis stated that he is opposed to this rezoning. Mr. Lewis stated that he would like to see the park stay because that is the only park in the area for the kids and there are lots of kids that use this park.

Planning Commission
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Mr. Lewis stated apartments are not wanted or needed in this area, single family homes should be the only thing considered.

John Darin, 851 Orchard, Wyandotte, present.

Mr. Darin asked how much of the property is proposed to be rezoned.

Mr. Tallerico reviewed the map of the area with the audience.

Mr. Darin stated that if all the property is going to be rezoned to PD the McKinley Neighborhood's United rejects the rezoning.

David and Nancy Lowery, 705 Orchard, Wyandotte, present.

Ms. Lowery stated that she is opposed to this rezoning.

Chris Harper, 434 Plum, Wyandotte, present.

Ms. Harper stated that she owns a historical home that was built in 1886 and she indicated that the City won't even let them remove a tree to construct a driveway and the City feels that an 86 unit apartment building is a good idea for this site. Ms. Harper stated that Wyandotte has always been unique and the school should be restored.

Joe Migliaccio, 546 Plum, Wyandotte, present

Mr. Migliaccio asked the Commission if they are hearing what the residents here are saying everyone is against this rezoning.

Linda Hogge, 446 Cherry, Wyandotte, present.

Mrs. Hogge stated that she is opposed to the rezoning.

Douglas Golema, 554 Plum, Wyandotte present.

Mr. Golema stated that the McKinley Area is a small area and should not have apartments built on this site. Mr. Golema stated that developing apartments will add additional traffic that will not help the City or the area. Mr. Golema continued that Wyandotte has an ordinance that makes landlords maintain their properties and this is a step backwards. Mr. Golema continued that the single family home is what saved this area. Mr. Golema stated that he is opposed to this rezoning. Mr. Golema stated to the Commission to put their head and heart into what the neighborhood is saying here tonight when making their decision.

One (1) communication was received opposing this rezoning.

Rec. 7/17/14

641 Plum
Wyandotte, MI 48192
Phone (734) 286-2040
Gs3835@yahoo.com

July 16, 2014


Planning Commission
3200 Biddle Avenue
Suite 200
Wyandotte, MI 48192

Dear Kelly Roberts

This letter is in response to the letter sent by the planning commission dated for July 2, 2014, that was in regards to the rezoning of 640 Plum Wyandotte, MI 48192 formally known as McKinley School. We would have to disagree with the rezoning of this property, for the purpose of an 86 unit apartment building.

Sincerely,


Shanie Root


Greg Root

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, October 14, 2014 at 7:32pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

Vice President Margaret Loya
Secretary Wally Merritt
Commissioner Lori Shiels

Also Present:

Sup't of Recreation Justin N. Lanagan
Recreation Secretary Aimee E. Garbin

Members Excused:

President Ken Prygoski
Commissioner Ed Ronco

Persons in the Audience:

None

Secretary Merritt stated during roll call that President Prygoski and Commissioner Ronco were excused.

A motion was made by Commissioner Shiels and supported by Secretary Merritt to approve the minutes of the previous meeting as submitted via e-mail.

CORRESPONDENCE:

Thank you letter from Wyandotte Fire Fighters – Local 356 thanking Wyandotte Shores Golf Course for hosting their 9-hole scramble and pig roast.

Thank you letter from St. Timothy for the Golf Gift Certificate donation for their Golf Outing.

Commission check from Downriver Gymnastics in the amount of \$64.00

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

None

REPORTS AND MINUTES:

Arena Report – September 2014
Account Breakdown – 9/21/2014
Senior Van Report – September 2014
Telecare Report – September 2014
Golf Report – September 2014
Open Skating Report – September 2014


SPECIAL ORDER

Superintendent Lanagan addressed the following with the Commission:


- Superintendent Lanagan stated the Tree Memorial located at BASF Park is almost at max capacity and would like to extend the Tree Memorial to another location within BASF Park. Motion by Commissioner Shiels, motion seconded by Secretary Merritt, motion unanimously passed.
- Superintendent Lanagan informed Commission the Copeland Senior Center received a Certificate of Appreciation for 25 years of dedicated service from the Retired and Senior Volunteer Program sponsored in Wayne County.
- Superintendent Lanagan discussed with Commission, an email he received from City Attorney William R. Look in regards to phone call conference meetings. Superintendent stated the Attorney General's Office provided an opinion that phone call conference meetings are prohibited. Furthermore, if a Commissioner is away and cannot attend the monthly meeting, they can call in and listen via speaker phone, however comments or opinions will not count towards the "meeting" and a Commissioner attending a meeting via phone will not count towards the quorum.
- Secretary Merritt suggested to Superintendent Lanagan and Commission about the Salvation Army signing a Hold Harmless agreement for their use of Exchange Park. Secretary Merritt is pleased over the use of Exchange Park and how the Salvation Army does so much for the community. Superintendent Lanagan stated he would contact City Attorney William R. Look on this matter.

There being no further business to discuss, a motion was made by Commissioner Shiels and supported by Secretary Merritt to adjourn the meeting at 7:55 pm.

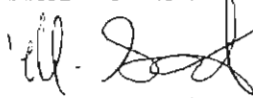
Minutes Prepared by
Aimee Garbin


Aimee Garbin
Recreation Secretary

Authorized by
Justin Lanagan


Justin Lanagan
Superintendent of Recreation

Maria Schmidt


Maria Schmidt
Recreation Clerk

Wyandotte Recreation Commission Meetings – 2nd Tuesday @ 7:30 pm @ Yack Arena

November 11, 2014
December 9, 2014