AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION MONDAY, MAY 11th, 2015 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA JR.

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

PRESENTATION OF THE FIRST POPPY BY
MISS POPPY
REPRESENTING THE
AMERICAN LEGION UNIT # 217

PRESENTATION BY BEAUTIFICATION COMMISSION
REGARDING
"ADOPT-A-SPOT" PROGRAM

PRESENTATION BY THE SUPERINTENDENT OF
WYANDOTTE CABLE; STEVE TIMCOE
ADDRESSING THE COUNCIL ON THE STATUS
OF THE DIGITAL UPGRADE AND NODE
SEGMENTATION PROJECTS
IN THE CITY OF WYANDOTTE

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Tom and Donna Lengyel regarding the purchase of property in the City of Wyandotte.

2. Communication from Gordy and Sherry Hopper requesting to be added to the Special Assessment # 939 Sewer Tap repair on 22nd Street between Oak and Eureka.

PERSONS IN THE AUDIENCE:
NEW BUSINESS (ELECTED OFFICIALS):
COMMUNICATIONS FROM CITY AND OTHER OFFICIALS
3. Communication from Councilwoman Sheri M. Sutherby-Fricke regarding the condition of the property located at 898 Vinewood.
4. Communication from the Superintendent of Recreation regarding the Bishop Park Concession Stand Lease.
5. Communication from the Municipal Service Programs Manager relative to the installation of two (2) Micro Wind Turbines-Department of Energy Wires II.
6. Communication from the City Engineer and City Attorney responding to Judith Maiga and Michael Izzo as it pertains to adopting an ordinance concerning entry to property to make improvements or repairs.
7. Communication from the City Engineer submitting various costs performed by the City of Wyandotte.
8. Communication from the City Engineer and Superintendent of Recreation submitting the renewal of the License agreement with Blue Water Explorations, LTD, DBA Diamond Jack's River Tours.

9. Communications from the City Engineer submitting Demolition Bids for the Northline Substation.
10. Communication from the City Engineer submitting an acceptance of Bid File # 4661-Copeland Center Community Development Block Grant (CDBG) Project 2015.
11. Communication from the City Engineer submitting an acceptance of Bid File #4646 Office Cleaning service for Police/Court Building and Wyandotte City Hall Building.
12. Communication from City Engineer awarding the Bid File # 4657 Concrete Sidewalk Program for 2015.
13. Communication from the City Engineer submitting an acceptance of Bid File #4663 Tree Cutting & Stump Removal.
14. Communication from the City Engineer submitting an acceptance of Bid File # 4664-Roof Repairs at 1100 Biddle Avenue.
15. Communication from the City Engineer relative to the sale of the city owned property at 333-351 Antoine, 302 Hudson and 362 Hudson.
16. Communication from the City Engineer relative to the sale of the former 638 Kings Highway.
17. Communication from the City Engineer regarding the sale of the former 422 Vinewood.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO THE COMMERCIAL REDEVELOPMENT DISTRICT-2948-54-58 BIDDLE AVENUE CITY OF WYANDOTTE

FINAL READING OF ORDINANCES:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE
CITY OF WYANDOTTE ZONING ORDINANCE
TO REZONE THE PROPERTY KNOWN AS 633-639 FORD AVENUE
FROM NEIGHBORHOOD BUSINESS DISTRICT (B-1)
TO GENERAL BUSINESS DISTRICT (B-2)

AN ORDINANCE ENTITLED

"AN ORDINANCE TO AMEND SEC.25-136(a)

ENTITILED "POSSESSION, USE, PROHIBITED GENERALLY"

CODE OF ORDINANCES OF THE CITY OF WYANDOTTE"

AUTOMATIC REFERRAL:

1. PERMISSION GRANTED TO ST. VINCENT PALLOTTI FOR THE USE OF THE CITY PARKING LOT AT FIRST AND CHESTNUT STREETS FOR THEIR FUNDRAISING EVENT DURING THE WYANDOTTE STREET ART FAIR. DPS to assist with the "no parking" requests. Copies to Police and Fire.

2. PERMISSION GRANTED TO PLAV Post # 7 to hold their annual Parade on Monday, May 25, 2015. at the Mount Carmel Cemetery at 10:00 a.m. COPIES TO DPS, POLICE AND FIRE FOR ASSISTANCE.

REPORTS AND MINUTES:

Daily Cash Receipts	April 28, 2015	\$80,383.25
Daily Cash Receipts	April 29, 2015	\$1,920.00
Daily Cash Receipts	May 6, 2015	\$4,285.00

Wyandotte Cultural and Historical Commission Minutes

Wyandotte Cultural and Historical Commission Minutes

Warch 12, 2015

February 12, 2015



Dear Mayor Peterson and City Counsil,

I am writing to ask permission to distribute poppies and collect donations on the corner of Eurecka and Fort St. and Northline and Fort St. on May 14th, 15th, and 16th. Also would like to stand at the entrance of city hall and collect donations as well.

We would like our new poppy miss to meet you on Monday May 4th or the 11th which ever one works for you. Please let me know by either calling me at 734-674-1945 or e-mail me at nannydar98 @yahoo.com

Thank you,

Darlene Walker

American Legion unit 217

Donlene Walker

Secretary, Treasurer and Poppy Chairman



OFFICIALS

Thomas Woodruff CITY ASSESSOR

William R. Griggs CITY CLERK

Todd M. Browning TREASURER



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

JOSEPH R. PETERSON MAYOR

TO: William R. Griggs

City Clerk

FROM: Julie Sadlowski

Office of the Mayor & City Council

DATE: May 6, 2015

SUBJECT: Presentation at 5/11/15 Council Meeting

Monday, May 11, 2015

Presentation by Beautification Commission regarding "Adopt-A-Spot" Program.

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

Thank you.



The Honorable Joseph R. Peterson, Mayor, City of Wyandotte, and The Honorable City Council, City of Wyandotte 3200 Biddle Avenue Wyandotte, MI 48192

Dear Gentlemen and Madam:

I am very pleased to introduce a new program of the Wyandotte Beautification Commission. This program is called the "Adopt-A-Spot In Wyandotte" Program. This program is intended to engage our entire community, residents and businesses, in beautifying our city. We are piloting this program by focusing on the beautification and maintenance of two very important visual elements in this city – our city Welcome Signs, and our downtown tree box plantings from Biddle Avenue to Van Alstyne. Many other suitable sites will be added as this program progresses.

The Beautification Commission recognizes that an engaged community is a very important resource to maintain a city's vision and momentum. The "Adopt-A-Spot In Wyandotte" Program is open to all Wyandotte residents and businesses, Scout troops, faith-based groups and organizations, public and private schools and academies, non-profit organizations, clubs, and other community-action groups and organizations.

Interested persons and organizations should visit the Wyandotte Beautification Commission web site at www.wyandotte.net/beautification and download the Adopt-A-Spot In Wyandotte Program Flyer, the Volunteer Application & Hold Harmless Agreement, and the Program Rules. An Adopt-A-Spot application requires a minimum 2-year volunteer commitment at the approved site(s). The Program Rules provide much information on getting started, volunteer responsibilities, currently approved sites, and detailed approved planting considerations and specifications. I have attached copies of these documents for your review.

The Beautification Commission is looking forward to a very exciting roll-out of this program. The "Adopt-A-Spot In Wyandotte" Program officially begins this Saturday, May 16th, the date of our Annual Spring Dig-In in downtown Wyandotte. If there are any specific questions, please contact the Beautification Commission by calling our Hotline: 734.324.7293, or contact us by email at beautification@wyan.org. Thank you so much for helping to beautify our community!

Respectfully,

John Darin

Chairman, Wyandotte Beautification Commission

Adopt-A-SPOT in Wyandotte

Wyandotte Beautification Commission's Adopt-A-Spot In Wyandotte Program

Ever notice some little area in your neighborhood that could look a whole lot better if only somebody would give it some TLC?

Ever wonder how good you would feel if you were that somebody?

This could be your chance to find out how rewarding caring for your community can be.

Whether you are one person or a group, all are welcome to Adopt-A-Spot in Wyandotte. You can be a neighborhood, business, scout troop, school group or club, a small association, or one of the largest organizations in the community.

What's In It For You or Your Organization

- Recognition
- Sign bearing your name at your location
- A cleaner, more beautiful community
- Pride in knowing that you are making a difference!

What Do You Have To Do?

- · Commit to Adopt for a minimum of two years
- Select a location
- Submit your location and application for approval
- Get started & provide regular attention & maintenance to your adopted site.

What Do We Do?

- Make sure location is available for adopting group
- Inspect potential location for safety and other regulations
- · Offer suggestions on plant material, design & clean-up

Interested? Contact us for more information
Wyandotte Beautification Commission
3200 Biddle Avenue, Suite 300
Wyandotte, Michigan 48192
1-734-324-7293
beautification@wyan.org

beautification@wyan.org www.wyandotte.net







"Adopt-A-Spot In Wyandotte" Program Rules

PROGRAM OVERVIEW:

The Wyandotte Beautification Commission's "Adopt-A-Spot In Wyandotte" Program is intended to engage our entire community in beautifying our city. The program is open to all Wyandotte residents and businesses, Scout troops, faith-based groups and organizations, schools, non-profit organizations, clubs, and other community-action groups.

GETTING STARTED:

- Complete a Wyandotte Beautification Commission "Adopt-A-Spot In Wyandotte" Volunteer Application and Hold Harmless Agreement, indicating your preferred Adopt-A-Spot site(s).
- > Commit to Adopt-A-Spot for a minimum of 2 years.
- > Submit the signed and dated "Adopt-A-Spot in Wyandotte" Volunteer Application and Hold Harmless Agreement to the Beautification Commission for approval.
- > Specific Adopt-A-Spot site(s) will be approved and registered by the Wyandotte Beautification Commission You will receive a formal approval notice.

SUMMARY OF ADOPT-A-SPOT VOLUNTEER RESPONSIBILITIES:

- Purchase and plant only Beautification Commission-approved annual, biennial, and perennial flowers, bulbs, soil, soil amendments, and mulch for your specific registered site(s). Placement of non-approved flowers, materials, artifacts, signage, or other objects is expressly prohibited.
- Perform on-going maintenance of the flower beds by weeding and watering the beds as necessary.
- Properly dispose of all plant waste and weeds, plastic or cardboard containers and bags, and other recyclable materials at the Wyandotte Recycling Center.
- Pick-up and properly dispose of litter and trash from the area of your adopted spot.
- > Volunteers will provide their own gardening tools and aids, watering containers, trash bags for litter collection, containers for weed removal, and transportation to and from their adopted spot.

CURRENTLY-APPROVED ADOPT-A-SPOT SITES:

Potential "Adopt-A-Spot In Wyandotte" Program sites through-out the city are continuously being evaluated for inclusion into this program. If you observe other potentially appropriate sites not on private property, please inform the Beautification Commission via our Hotline or by email. We will periodically update our list of approved sites on our Facebook page. Thanks so much!

The Currently-Approved Adopt-A-Spot Sites Are:

1. City Welcome Signs:

- a. Northbound Biddle Avenue at Pennsylvania Avenue
- b. Eastbound Oak Street at Fort Street
- c. Eastbound Northline Road at Fort Street
- d. Eastbound Goddard Road at 12th Street
- e. Eastbound Emmons Boulevard at Riverside Drive
- f. Southbound Biddle Avenue at North Drive

2. Downtown Area Tree Boxes:

NOTE: These sites are all on a sprinkler system, but they can still get dry. The tree boxes can be adopted individually (in front of your business) or, preferably, in a city block group as listed here:

- a. West side of Biddle, Eureka to Sycamore (6 tree boxes)
- b. East side of Biddle, Eureka to Sycamore (6 tree boxes)
- c. West side of Biddle, Sycamore to Maple (7 tree boxes)
- d. East side of Biddle, Sycamore to Maple (9 tree boxes)
- e. West side of Biddle, Maple to Elm (5 tree boxes)
- f. East side of Biddle, Maple to Elm (8 tree boxes)
- q. West side of Biddle, Elm to Oak (7 tree boxes)
- h. East side of Biddle, Elm to Oak (7 tree boxes)
- i. West side of Biddle, North of Oak (3 tree boxes)
- Maple, East of Biddle (5 tree boxes)
- k. South side of Elm, Biddle to Van Alstyne (8 tree boxes)
- 1. North side of Elm, Biddle to Van Alstyne (6 tree boxes)
- m. South side of Oak, Biddle to Van Alstyne (3 tree boxes)
- n. North side of Oak, Biddle to Van Alstyne (7 tree boxes)
- o. West Side of First, Maple to Elm (6 tree boxes)
- p. East side of First, Maple to Elm (5 tree boxes)
- q. Elm, East of First (4 tree boxes)
- r. West side of First, Elm to Oak (3 tree boxes)
- s. East side of First, Elm to Oak (7 tree boxes)
- t. South side of Oak, First to Biddle (4 tree boxes)

APPROVED PLANTING CONSIDERATIONS & SPECIFICATIONS:

NOTE: More information can be obtained from the excellent Michigan State University Extension online resource "Gardening in Michigan" http://migarden.msu.edu/flowers.

- 1. Planting of invasive or illegal plants if expressly prohibited.
- 2. You can plant annual, biennial, and perennial flowers, bulbs, grasses, and other ornamental flowering herbaceous plants commonly sold in metro Detroit-area nurseries and garden centers. The use of regionally-native flowering plants is encouraged. The Michigan Native Plant Producers Association web site may be helpful for you: http://www.mnppa.org/ to locate plant sources.
- 3. Please, no shrubs, trees, or other woody ornamentals. Also, no vining or climbing plants, please.
- 4. Plants should be hardy to USDA Zone 5. Tropical plants that are non-hardy in Michigan can be planted outdoors, but remember that you are responsible for digging them out before winter sets in.

- An alternative would be container planting of tropical species. That would be very attractive in many settings.
- 5. Your plants should be relatively drought-resistant and salt-resistant. Remember you are responsible for watering your plants. Also, there is a lot of road salt applied during the winter, and it can get splashed up into your flower beds. Road salt is not friendly to fragile plants. Talk to your garden center experts!
- 6. Be mindful of the light requirements of your plants and where you are planting them. The plants can require full sun, light shade, partial shade, or full/dense shade from 10:00 am to 6:00 pm. Plant the flowers that are appropriate to your site, and the amount of light your site receives.
- 7. Do NOT use insecticides or herbicides in your flower bed. Pick and squish. We are encouraging planting flowers that are friendly to pollinators bees and butterflies, and insecticides kill them.
- 8. The flower beds may need soil amendments. Use only pre-packaged garden soil and compost, with or without added fertilizer. Bringing in loose soil from outside sources is expressly prohibited.
- 9. Use fertilizers with SLOW RELEASE NITROGEN, and LOW or NO PHOSPHORUS. Do not allow your fertilizer to spill outside of your planted area. It may be washed into the storm drains and can pollute our river water.
- 10. It is usually a good thing to mulch your flower beds to conserve water and to keep the soil moist for your flowers. Choose mulch that will complement your plantings. Note that dark mulch also helps retain heat, and that may not be good for heat-sensitive plants planted in full sun.
- 11. DO NOT plant flowers or grasses that will grow to excessive heights and block the welcome signs, or that might present a visual obstruction for traffic.
- 12. Have fun gardening, and let's all help beautify Wyandotte!

GENERAL FLOWER BED MAINTENANCE SCHEDULES:

- April: Evaluate over-winter damage; remove dead plants; rake and clean-up debris from beds; restore any edging that has shifted.
- May: Plant new annual and/or perennial flowers, as approved; mulch; water.
- > June, July, August, September: Pull weeds and clean-up debris every 2 weeks; dead head flowers as needed every 2 weeks.
- October, November: Remove annual plants; cut back perennials; clean-up beds for over-wintering.

INTERESTED? LET'S GET STARTED!

Visit the Wyandotte Beautification Commission web site at www.wyandotte.net/beautification and download the Adopt-A-Spot In Wyandotte Program Flyer and the Volunteer Application & Hold Harmless Agreement. Like Us on our Facebook page www.facebook.com/WyandotteBeautificationCommission. If you have any specific questions, please contact the Beautification Commission by calling our Hotline: 734.324.7293, or contact us by email at beautification@wyan.org. Thank you so much for helping to beautify our community!



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

PRESENTATION BY THE SUPERINTENDENT OF WYANDOTTE CABLE: STEVE TIMCOE

ADDRESSING THE COUNCIL ON THE STATUS OF THE DIGITAL UPGRADE AND NODE SEGMENTATION PROJECTS IN THE CITY OF WYANDOTTE

4-28-2015

DEAR WYANDOTTE MAYOR AND COUNCIL,

MyNAME IS TOM LENGYET AND MY WIFE IS

DONNA. WE RESIDE AT 580 POPLAR IN WYANDOTTE. WE

PURCHASED 20 ft. of a 35 ft. VALANT LOT WEST of OUR

house in the summer of 2011. WE origiNALLY WERE

Offered by the City of Wy ANDOTTE to purchase the

VACANT 35 ft. LOT AND declined At that time. Instead

WE purchased 20 ft. of the 35.

WE had the 35ft. lot leveled and hydroseeded.
WE ARE Always getting compliments on our YARD.
90 to of the time WE KEEP the VACANT 15ft. MOWED
AND IN the winter clear the SIDE WALK. WE HAVE
Sought to purchase the Extra 15ft. this YEAR AND
WE WERE to LO the RESIDENT At 608 Poplar would
get first choice. The RESIDENT At 608 Poplar has
been notified SEVERAL times by MAIL with the
offer from hyandotte to purchase the 15ft. The
WANDOTTE LITY HALL to LD ME She has Not RESPONDED.

THE PAST TIME WE WERE TOLD IF THE 608 POPLAR
RESIDENT DID NOT RESPOND WE COULD PURCHASE
THE PROPERTY. TIME WENT by with NO RESPONSE
RND NOW WE ARE BEING TOLD THE CITY WANTS
TO LEAVE THE OFFER ON THE TABLE IN CASE 608
POPLAR EVER DECIDES THEY WANT THE 15 ft.

IN the MEAN time the City pays to have VACANT LOT CUIT AND THE SNOW REMOUED FROM the SIDEWALK IN the WINTER.
WE ARE OFFERING to pay CASh to
PURCHASE THE PROPERTY PLUS THE CITY
WOULD THEN HAVE THE PROPERTY ON ITS
TAX ROLL.

608 Poplar has a 52 ft. x 140 ft. lot 580 Poplar has a 55 ft. x 140 ft. lot

If purchased when EVER by 608 Poplar their lot would be come 67 ft. x 140
If purchased by 580 Poplar our lot would become 70 × 140.

THANK YOU VERY MUCH

Hom Rengyel Donna Gengyel

YANDOTTE CITY CLERK 2015 APR 28 A 9: 12

Maria Johnson

From: Claude Marcoux [cmarcoux@wyan.org]
Sent: Wednesday, May 06, 2015 8:26 AM

To: clerk@wyan.org

Subject: FW: Special Assessment #939, 22nd. St. Repairs

From: ghop60@aol.com [mailto:ghop60@aol.com]

Sent: Monday, May 04, 2015 5:08 PM

To: cmarcoux@wyan.org; ghop60@aol.com; gordon.r.hopper.ctr@us.army.mil

Subject: Special Assessment #939, 22nd. St. Repairs

Dear Mayor and City Counsel,

I'm writing you today to ask to be added to the Special Assessment #939 Sewer Tap repair on 22nd Street between Oak and Eureka.

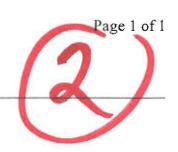
I only received one letter regarding the special assessment dated December 2nd 2014. I was informed by the clerk's office today that

there was a hearing regarding this on March 16th, in which I was not aware of nor was I notified by mail, or I would of proceeded with this a lot sooner.

Building Inspector Claude Marcoux in engineering suggested that I expedite this request as the contractors are currently in the area performing the repairs.

Thank you for your consideration. Respectfully,

Gordy and Sherry Hopper 3164 22nd St. Wyandotte, MI 48192 743-476-2756 cell (best) 734-282-8122 home



May 7th, 2015

3

Honorable Mayor and City Council of Wyandotte,

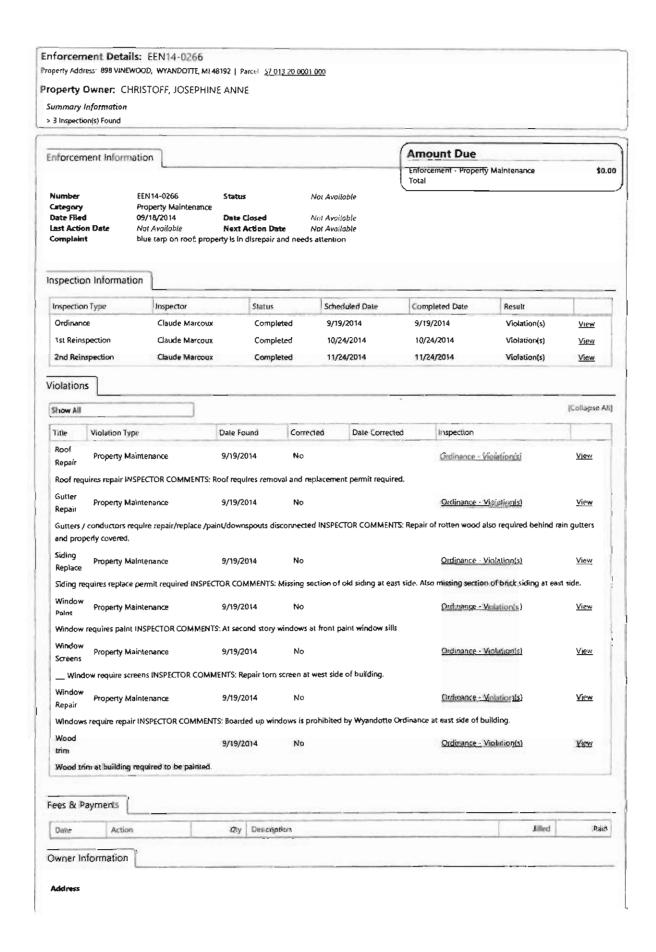
I have received inquiries in regards to the property located at 898 Vinewood, Wyandotte referencing why a blue tarp has been allowed for such a long length of time on the roof of the property's structure. I certainly sent those that inquired to contact the Mayor's office, however, my research shows that on September 19, 2014 an inspection from our Engineering Department's highly respected Inspector, Claude Marcoux, inspected the property on September 19, 2014. The inspection report shows that the inspector cited the roof, the gutters, siding, window paint, window screens and wood repair. Enforcement # EEN14-0266 with Complaint description of "blue tarp on roof; property is in disrepair and needs attention." (see attached photo)

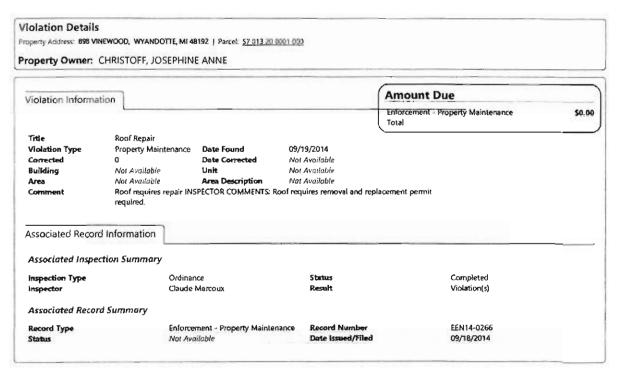
Please have the Engineer provide the Council with an update as to the status of enforcing the ordinance violation of this particular property and explain why this particular property has not completed the noted repairs or reported to Council reason from the property owner as to why this has not been completed since inspected in 2014. This particular property is within walking distance of a playground, a church and residential homes and I would hope that our ordinances and codes are enforced.

Sincerely

Councilwoman Sheri M. Sutherby-Fricke

4249 15th, Wyandotte, MI 48192





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CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11th, 2015

AGENDA ITEM

ITEM: Bishop Park Concession Stand Lease

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: As you all are aware, it has been a struggle to secure a vendor for the Bishop Park Concession Stand for the 2015 season. The availability of the lease was posted on the MITN (Michigan Intergovernmental Trade Network) where over 50 concession vendors received email notifications of the Concession Stand. An ad was also put out in the News-Herald. After receiving zero bids and inquiries, I had the Department of Public Service make signs advertising that the building was for lease and attached those signs to the building.

I received several phone calls regarding the building and showed the building to two separate individuals. I received a written bid from Mr. Saif Alghathie in the amount of \$2,000. I fully explained the responsibilities of leasing the Concession Stand, mainly the opening/closing and upkeep of the public restroom facilities. Mr. Alghathie stressed his belief in running a good business is to keep the area clean. He understands that not only will the City conduct random inspections, but so will the Wayne County Health Department.

Mr. Alghathie informed me that he has worked in the restaurant industry before as well as managed another business. Mr. Alghathie is very eager to get started and is looking forward to operating the Bishop Park Concession Stand. Mr. Algathie will provide insurance meeting the requirements of the contract prior to opening for business.

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

<u>ACTION REQUESTED:</u> Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the contract for the 2015 Bishop Park Concession Stand

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-000-651-030. Mr. Algathie will be responsible for making five \$400 dollar payments that will be due the first business day of each month beginning in June.

<u>IMPLEMENTATION PLAN:</u> The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign.

COMMISSION RECOMMENDATION: Approved by Recreation Commission

CITY ADMINISTRATOR'S RECOMMENDATION: Soundal

LEGAL	COUNSEL'S REC	COMMENDATION: Approved by Legal Affairs
MAYOR	'S RECOMMENI	DATION: ANT-
LIST OF	ATTACHMENT	 S: 1) Copy of 2015 Bishop Park Concession Stand Lease 2) Copy of Mr. Algathie's written bid
<u>RESOLU</u>	TION:	Wyandotte, Michigan Date: May 11, 2015
RESOLUT	TION by Councilma	un
Park Cond 1, August 2015 prov are adhere authorizes Wyandotte	cession Stand Lease 3, September 1 and rided the proper insect to as outlined in sect the Mayor and Cite.	reation and the Recreation Commission to award the 2015 Bishop to Saif Alghathie, in the amount of \$2,000; payable on June 1, July 1 October 1, 2015 commencing May 18, 2015 through October 4, trance is placed on file in the City Clerk's Office and all stipulations said lease. AND BE IT FURTHER RESOLVED that the Council by Clerk to sign said lease agreement on behalf of the City of the egoing resolution.
Supported 1	by Councilman	
<u>YEAS</u>	COUNCIL	NAYS
	Fricke Galeski Miciura Jr. Sabuda Schultz Stec	

To whom it may concern

I Saif Alghathie, Jr am interested in the concession stand in Bishop Park, I recently spoke with Mr. Justin Lanigan and he explained to me the terms and condition over the phone for leasing this concession stand. I feel like I would be the perfect candidate for this concession stand, because I have a lot of experience in managing businesses, and I know about the city ethic codes for cleaning and sanitation due to my prior businesses. I am also a people's person, and practice my core values all the time. I am also a family man with a lot of help and enjoy fishing at Bishop Park. Not will I only gurantee the city of Wyandotte, but also the people that visit the park a 100% satisfaction on my behalf. My offer for the concession stand is \$2000. For more information please call me at 313-721-7269 Thank you

Sincerely,

Saif Alghathie, Jr

Saif Alghathie

AGREEMENT BETWEEN THE

CIT	Y	OF	W	YAN	IDO	T	ΓΕ	&	

FOR THE 2015 OPERATION OF THE BISHOP PARK CONCESSION-RESTROOM FACILITY

AGREEMENT made and entered into this day of, 2015, by and
between the City of WYANDOTTE, a Municipal Corporation in the County of Wayne, State
of Michigan, hereinafter designated FIRST PARTY, and,
hereinafter designated SECOND PARTY.

WITNESSETH:

WHEREAS, First Party owns and maintains a public municipal park commonly referred to as Bishop Park; and

WHEREAS, First Party is desirous of permitting a refreshment concession and restrooms to be operated by Second Party at said Bishop Park for the period of May18 through October 5, 2015. Said period may be altered by the mutual agreement of both parties.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto,

IT IS AGREED, as follows:

1. First Party agrees to permit Second Party to operate a refreshment concession and maintain the restrooms by cleaning and monitoring said within the building provided by the City of Wyandotte in Bishop Park at such reasonable hours of business as

are fixed by the Department of Recreation of the City of Wyandotte, and must comply with the health and sanitation regulations of the City of Wyandotte and Wayne County Health Department.

- 2. Second Party agrees to furnish all necessary equipment and materials to operate said concession.
- 3. Second Party agrees to furnish labor only for the cleaning of the restrooms and operation of the concession. The First Party will supply all cleaning and other necessary supplies to operate the restrooms.
- 4. Second Party will possess at his/her own expense proper food safety certification and will comply with all health ordinances.
- 5. It is the desire of the First Party that the prices charged for merchandise shall not be more than those prevailing for similar merchandise in this area. Price list shall be subject to the approval of the Recreation Superintendent. Approved list shall be posted in a conspicuous place.
- 6. The term of the lease shall be May 18, 2015, to October 18, 2015. The concession/restrooms will be operated May 18 through October 4, 2015, weather permitting, and dates to be confirmed and set by the Superintendent of Recreation.
- 7. Second Party promises to pay to the First Party the total sum of

 (MINIMUM BID \$2,000 = Five \$400 payments) ______ per month, due on the following dates: June 1, July 1, August 3, September 1, and October 1, 2015.
- 8. Second Party hereby agrees to maintain the concession stand and restrooms in a sanitary condition in accordance with the regulations of the Departments of Public Service and Recreation at all times. Restrooms to be opened and operating by 9

am each day weather permitting and closed by 9 pm each day, except during special events.

- 9. Second Party shall not assign, transfer or sublet the above concession and shall personally operate said concession under their supervision and control, and shall be personally held responsible for the performance of all the covenants and conditions as herein setforth.
- 10. Second Party further agrees that any beverages will not be sold in glass bottles. Alcoholic beverages shall be prohibited from sale.
- 11. The City reserves the right to add other concession stands for any special events.
- 12. Second Party agrees he/she shall forthwith procure, at their own expense, and shall maintain during the term of this lease, public liability insurance in the amount of \$1,000,000.00 Bodily Injury, \$1,000,000.00 Personal Injury and \$500,000 Property Damage, the policies of said insurance to provide ten (I0) days advance written notice to the First Party prior to cancellation, termination or material change. Second Party shall furnish certificates of the aforesaid insurance coverage. The City of Wyandotte shall be named additional insured and the policies delivered to the City before opening.
- 13. Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officials, commissions, agents, or representatives for and from all claims, demands, payments, suits, actions, recoveries, and judgments, or every type and nature, brought or recovered against it or either/or any of them for or on account of any personal injuries or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with Second Party's conduct,

carrying out his responsibilities under this agreement, and use and occupation of the premises under this agreement.

14. The parties hereto mutually agree that this Agreement may be terminated by either party, without cause, by first giving 30 days written notice to the other party of the terminating party's intent to terminate this Agreement.

15. The parties mutually agree that the First Party may terminate this

Agreement on three days notice if the Second Party is in default of any provision of this

Agreement for more than five days.

IN WITNESS WHEREOF, the parties hereto, by authority of the representative officials of the First Party and the Second Party have caused these presents to be signed and sealed the day and year set forth.

CITY OF WYANDOTTE
Authorized by

Joseph Peterson, Mayor

William R. Griggs, City Clerk
FIRST PARTY

SECOND PARTY

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper Insurance.

Name Willim R foots

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11, 2015

AGENIDA ITIM #

ITEM: Installation of Two (2) Micro Wind Turbines - Department of Emergy WIRES II

Grant

PRESENTER: Valerie Hall- Energy Programs Manager

INDIVIDUALS IN ATTENDANCE: Rod Lesko-General Manager, Paul LaManes-Assistant GM

BACKGROUND: Wyandotte Municipal Services was awarded a grant from the Department of Energy (DOE) in 2006. There are many projects associated with this grant throughout the city including: Bishop Park lighting, Fort Street lighting, Pulaski/FOP Park lighting, Bacon Library geothermal, BASF geothermal and renewable energy job training for Wyandotte students. The grant funds 42% of each of these projects (100% for education related expenditures) with a required cash or in kind match of 58%. Since the grant originated as a wind grant, funding for all of these projects is contingent on the completion of a Micro Wind Turbine demonstration site in Wyandotte. WMS has partnered with Nova Consultants for the research and planning for the selection of suitable wind turbines, identification of a site and installation of the wind turbines. Wyandotte Municipal Services will enter into a no interest lease agreement with Nova Consultants over 5 years for purchase of the turbines.

STRATEGIC PLAN/GOALS: Becoming a regional leader in renewable energy.

<u>ACTION REQUESTED:</u> Concurrence with the Wyandotte Municipal Services Commission approval of the plan to construct two (2) Urban Green Energy (UBE) Micro Wind Turbines on the northeast corner of the vacant land at 4200 8th Street

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Total project budget \$175,000, DOE share 42% (\$73,500), Nova Consultants cost share 58% (\$101,500). The WIRES II grant has an approved FY2015 budget of \$ 1,349,314. Future budgets will be inclusive of the annual lease payment.

<u>IMPLEMENTATION PLAN:</u> Subsequent to City Council concurrence, issue purchase order to Nova Consultants for wind turbine order.

MAYOR'S RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: Soupdal

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS

- Nova Consultant Overview
- Wyandotte Municipal Services Commission Resolution # 04-2015-04

RESOLUTION:

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Services Commission in the following resolution,

WMS Commission Resolution 04-2015-04 authorizing the General Manager to award the construction of two (2) Urban Green Energy Micro Wind Turbines at 4200 8th Street to Nova Consultants in an amount not to exceed \$175,000; \$73,500 funded by the U.S. Department of Energy WIRES II grant with the balance funded by a 5 year lease agreement with Nova Consultants, as recommended by WMS management.

l move the adoption of the foregoing resolution.

MOTION by			
Councilmen			
Supported by Councilm	an		
<u>YEAS</u>	COUNCIL Stec Sabuda Sutherby-Fricke Galeski Schultz	<u>NAYS</u>	

Miciura Jr



NOVA CONSULTANTS, INC.

PROFESSIONAL ENGINEERING, ENVIRONMENTAL, AND ENERGY SERVICES

WIND TURBINE PROJECT
City of Wyandotte
4200 8th Street, Wyandotte, Michigan 48192

April 2, 2015



NOVA Consultants, Inc.

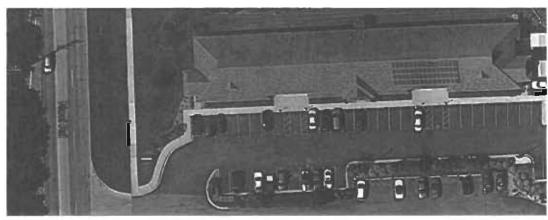
21580 Novi Road, Suite 300 Novi, MI 48375

Phone: (248) 347-3512

Fax: (248) 347-4152



Website: www.novaconsultants.com



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Previous NOVA – WMS Projects



162 kW Solar PV Array Top of Water Treatment Building 2554 Van Alstyne Wyandotte, Michigan Completed March 2012



50 kW Solar PV Array Top of Water Storage Reservoir Wyandotte, Michigan Completed March 2012

> 13 kW Solar PV Array Rooftop of 3575 11th St. Warehouse Wyandotte, Michigan In progress, complete April 2015

Funds Information

- Total Amount \$175,000
- Grant pays 42% of total (\$73,500)
- WMS pays 58% of total (\$101,500)
 - WMS Funds can be in-kind materials and/or labor for installation of Wind Turbines
 - NOVA can assist with upfront funds and get paid over time if necessary via Wind Turbine Lease
 - Turbine ownership transferred to WMS when NOVA funds re-paid.
- Grant Source Department of Energy
- All costs are covered
- Already past March 2015 deadline
- Extended expiration date November 2015
- Project scheduled to be complete October 2015

Aerial View and Property Information



- Address: 4200 8th Street, Wyandotte, MI
- Proposed location of wind turbines: NE corner of the property
- Formerly BASF owned
- Known existing environmentally impact
- Currently owned by the City of Wyandotte
- No known future use identified at this time
- NE corner is nearest to electric interconnect
- 240 V circuit

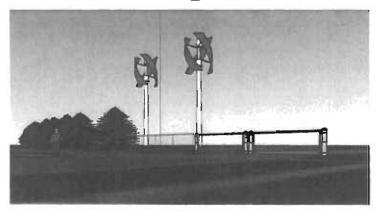
Wind Turbine Info & 3-D Rendering

Vertical axis

Tower Height: 30 m (~98 ft)

Blade Height: 6 m (~20 ft)

Total Height: 36 m (~118 ft)



Street View







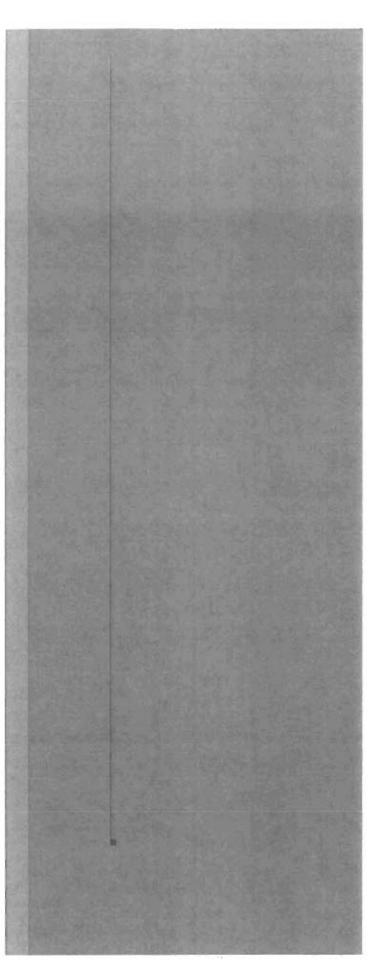
From South, looking North



From Northeast, looking Southwest



THANK YOU



RESOLUTION # 04-2015-04

WHEREAS, the City of Wyandotte - Department of Municipal Services Commission understands the need and supports the project plans for a Micro Wind Turbine demonstration site as part of becoming a leader in sustainable energy and as a required component of the WIRES II grant, and

WHEREAS, in order to complete the wind turbine project and all other WIRES Il grant projects by the grant expiration date for the grant of November 2015, now

THEREFORE BE IT RESOLVED that the City of Wyandotte - Department of Municipal Services Commission authorizes the General Manager to award the construction of two (2) Urban Green Energy Micro Wind Turbines at 4200 8th Street to Nova Consultants in an amount not to exceed \$175,000; \$ 73,500 funded by the U.S. Department of Energy WIRES II grant with the balance funded by a 5 year lease agreement with Nova Consultants, as recommended by WMS management.

ADOPTED this 29th day of April, 2015

MOTION by

Commissioner

Supported by Commissioner

COMMISSIONER

NAYS

Sadowski

Lupo

Cole

Alderman

Hughes

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

MEETING DATE: May 11, 2015

AGENDA ITEM#

Response to Judith Maiga and Michael Izzo ITEM:

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski and William Look

BACKGROUND: In response to the above request, the following circumstances apply. Article 1, Section 17 of the Michigan Constitution states in part that no person may be deprived of life, liberty, or property without due process of law. The state legislature has adopted a law concerning entry upon adjoining premises to make improvements or repairs which is attached to this communication. This law is contained in chapter 29 of the Revised Judicature Act which is designed for specific actions involving civil matters. The law indicates that when an owner seeks to make improvements on their property but cannot reasonably do so without entering the premises of the adjoining owner, and where permission to enter has been refused, the owner seeking to make improvements may commence a civil action in the Circuit Court of the county in which the property is located. Under the law, the court may grant a limited license for entry upon their neighbor's property under terms as justice and equity require.

Under the law, the court considers:

- A. The date for entry upon the property
- B. The method proposed to protect the property owner against damage
- C. Court may impose a bond or liability insurance upon the person entering upon their neighbor's property

Therefore, it is our opinion that state law is controlling and the City does not have legal authority to adopt an ordinance as requested.

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

ACTION REQUESTED: No action at this time.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

LEGAL COUNSEL'S RECOMMENDATION: With R Josh
MAYOR'S RECOMMENDATION: Jaseph R Peterson
LIST OF ATTACHMENTS: MCI A 600 2044 CITY ADMINISTRATOR'S RECOMMENDATION:

cc: Judith Maiga and Michael Izzo

Taylor, Bille Jo 4/17/2016 For Educational Use Only

600.2944. Entry upon adjoining premises, improvements or repairs;..., MI ST 600.2944

Michigan Compiled Laws Annotated
Chapter 600, Revised Judicature Act of 1961 (Refs & Annos)
Revised Judicature Act of 1961 (Refs & Annos)
Chapter 29, Provisions Concerning Specific Actions (Refs & Annos)

M.C.L.A. 600.2944

600.2944. Entry upon adjoining premises, improvements or repairs; venue; complaint; limited license; damages, security

Currentness

Sec. 2944. When an owner or lessee seeks to make improvements or repairs to real property so situated that the improvements or repairs cannot reasonably be made by the owner or lessee without entering the premises of an adjoining owner or his lessee, and permission so to enter has been refused, the owner or lessee seeking to make the improvements or repairs may commence a civil action in the circuit court of the county in which the property is located. The complaint shall state the facts making the entry necessary, the date on which entry is sought, the duration and the method proposed for protecting the defendant against damage. The court may grant a limited license for entry upon such terms as justice and equity require. The owner or lessee to whom the limited license to enter is granted shall be liable to the adjoining owner or his lessee for damages occurring as a result of the entry and shall file such bond or liability insurance or both as shall be required by the court.

M. C. L. A. 600.2944, MI ST 600.2944

The statutes are current through P.A.2015, No. 9, of the 2015 Regular Session, 98th Legislature.

End of Document

Q 2015 Thomson Reuters. No claim to original U.S. Government Works.

RESOLUTION		•	dotte, Michigan May 11, 2015
RESOLUTION by Councilpe	erson		
and Department of Legal Affa		he communica	mmunication from the City Engineer tion from Judith Maiga and Michael ceived and placed on file.
I move the adoption of the for	regoing resolution.		
MOTION by Councilperson			
Supported by Councilperson_			
YEAS	COUNCIL	<u>NAYS</u>	
	Fricke		
	Galeski		
	Miciura		
	Sabuda		
	Schultz		
	Stec		

OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff CITY ASSESSOR



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

JOSEPH PETERSON MAYOR

April 21, 2015

RESOLUTION

Judith Maiga and Michael Izzo 128 Cedar Wyandotte, Michigan 48192

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

RESOLVED by the City Council that the communication from Judith Maiga and Michael Izzo, 128 Cedar, Wyandotte regarding the request for a City Ordinance relative to allowing safe and reasonable access to property when home improvements are necessary on a homeowners property is hereby referred to the City Engineer and Department of Legal Affairs for a review and report back in three weeks. (May 11, 2015).

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

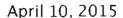
RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting on April 20, 2015.

William R. Griggs

City Clerk

CC: City Engineer, City Attorney





Mayor Joseph Peterson and City Council Members:

Re: Request for City Ordinance Allowing Safe and Reasonable Access to Property

Dear Mayor and City Council:

I approach the Mayor and Council Members today with a request for a City Ordinance that will allow safe and reasonable access upon the property of a neighboring resident in cases where repairs/painting/improvements, etc. may need to be carried out on one's property and where it is impossible to do so without stepping on or temporarily utilizing the driveway or side yard of another resident.

Many communities have these types of ordinances where the residences are within close proximity of each other and Wyandotte certainly has many, many homes that are within feet, and in some case even inches, of each other.

In the situation where a resident is having major work such as a roof replacement, siding or painting, the contractor may need to use the driveway or side yard of a neighbor to complete the work and this requires stepping on the property other than that owned by the person having the work done. Technically, this could be considered trespassing. It is my understanding upon contacting the City of Wyandotte that NO current ordinance of this type exists.

If the permission and cooperation of the next door neighbor is required and if the neighbor happens to be an unreasonable neighbor (and we unfortunately know first hand of examples of this within this City) who decides to deny the contractor access, the homeowner is left with few options to complete the work or have it completed. In short, if an unreasonable neighbor blocks his/her property or says "no", the homeowner has no way to perform repairs or have work done. This is not to imply that the neighbor of residents should not be given notice – notice should always be required out mere politeness, however, this ordinance would grant relief for those homeowners looking to have work performed who may be dealing with a vacant/missing homeowner or simply a neighbor who doesn't want to or won't cooperate. An ideal city ordinance would include:

- 1) Criteria on which safe and reasonable access onto another resident's property would be granted, i.e., having contractual or repair work done, painting, window replacement, chimney repair, siding, etc.
- 2) The manner is which the homeowner having the work done shall notify the city and it's neighbors that work is being done and MAY require access to the other resident's property.
- 3) The consequences for failing to notify neighboring residents that their property may be accessed during work performed.
- 4) The consequences for the party to whom the request/notification is given for failing to allow contractors reasonable and safe access on one's property while they are attempting to perform repairs or other general upkeep on the property of another neighbor.
- 5) That "safe and reasonable access" shall include but not be limited to: Making sure any driveways or side yards are free of vehicles or movable structures that may inhibit the ability of crews to perform the necessary work.
- 6) A provision that the person/company performing the work (and/or the homeowner) shall be liable for any damage which may occur during the work process or in the alternative the homeowner signs a form accepting liability and responsibility for any damages that may occur.

I have attached a copy of a sample of such an ordinance, however, in the attached ordinance it is required that a license be applied for to grant access, which may be a bit extreme, unless the license comes at a very nominal cost and can be granted by the city and not a Judge.

I think it imperative that violation of this ordinance carry a consequence. If a reasonable person is notified that a contractor or person performing work MAY need access and fails to provide it, it will be detrimental to both residents and contractors attempting to perform work in the city. Residents are already required to grant this type of access to city and state employees and there is no reason they should not be required to do so, when given notice.

I thank you in advance for your consideration. One would hope that in a perfect world people could just get along and this type of ordinance would not be necessary, but we all know this is simply not always the case. In speaking to several contractors I have heard many horror stories of neighbors blocking or refusing access for repairs or where the owner of the adjacent property could not be located to grant permission for entry. Homeowners should be confident in a city with narrow lots such as ours that they will be able to have improvements or repairs performed without relying on permission of neighbors who may not be willing to cooperate for no real reason other than to be difficult.

Please let me know when Council may discuss this proposed idea.

Judith Maiga and Michael Izzo

128 Cedar Wyandotte MI 48192



Search

- § or

New York Real Property Actions & Proceedings - Article 8 - § 881 Access to Adjoining Property to Make Improvements or Repairs

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Real Property Actions and Proceedings

§ 881. Access to adjoining property to make improvements or repairs. When an owner or lessee seeks to make improvements or repairs to real property so situated that such improvements or repairs cannot be made by the owner or lessee without entering the premises of an adjoining owner or his lessee, and permission so to enter has been refused, the owner or lessee seeking to make such improvements or repairs may commence a special proceeding for a license so to enter pursuant to article four of the civil practice law and rules. The petition and affidavits, if any, shall state the facts making such entry necessary and the date or dates on which entry is sought. Such license shall be granted by the court in an appropriate case upon such terms as justice requires. The licensee shall be liable to the adjoining owner or his lessee for actual damages occurring as a result of the entry.

Section: Previous 811 812 813 815 817 821 831 833 841 843 851 853 861 871 881

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1 USC - General Provisions2 USC - The Congress

/ 000 ABRIOGRAM

8 USC - Aliens and Nationality

9 USC - Arbitration

10 USC - Armed Forces

11 USC - Bankruptcy

12 USC - Banks and Banking

13 USC - Census

14 USC - Coast Guard

15 USC - Commerce and Trade

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17 USC - Copyrights

18 USC - Crimes

19 USC - Customs Duties

20 USC - Education

21 USC - Food and Drugs

22 USC - Foreign Relations

23 USC - Highways

24 USC - Hospitals

25 USC - Indians

26 USC - Internal Revenue Code

27 USC - Intoxicating Liquors

28 USC - Judiciary

29 USC - Labor

30 USC - Mineral Lands

31 USC - Money and Finance

32 USC - National Guard

33 USC - Navigation

34 USC - Navy (repealed)

35 USC - Patents

36 USC - Patriotic Societies

37 USC - Uniformed Services

38 USC - Veterans' Benefits

39 USC - Postal Service

40 USC - Public Property 41 USC - Public Contracts

MEETING DATE: May 11, 2015

AGENDA ITEM #

ITEM: Various Services performed by the City of Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer

Mont Komby - 5-4-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Public Service performs snow removal for the Central Business District, in accordance with Section 32-53 through Section 32-55 of the City Charter, attached please find the Snow Removal Roll for the 2014-2015 winter season.

STRATEGIC PLAN/GOALS: The City is committed to maintaining and developing excellent Neighborhoods and the Downtown.

ACTION REQUESTED: Approve said charges to be placed as a special assessment against properties.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: The City Assessor to spread said charges on the 2015 Summer Tax Roll against said properties.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Snow Roll 2014 – 2015

Jasepe R Reterson

Work Order #55975 Parks Dept. Snow Roll CBD 2014 - 2015

Material	12,998.48
Equipment	18,196.92
Labor	8,739.56
Fringe (.5796)	5,065.45

TOTAL 45,000.41

City of Wyandotte			
Allocation of Snow R	temoval - Central Busin	ess District	
2014 - 2015			
State Francisco		Total Cost	\$45,000.4
			Amount to
sidwell #	l.f.	%	Be Billed
010-12-0005-000	459.68	1.82%	\$819.6
010-18-0001-000	280.00	1.11%	\$499.2
010-18-0006-301	50.00	0.20%	\$89.1
010-18-0007-000*	560.00	2.22%	\$998.4
010-20-0005-000	460.00	1.82%	\$820.1
011-03-0001-001	150.00	0.59%	\$267.4
011-03-0001-002	38.48	0.15%	\$68.6
011-03-0002-000	50.00	0.20%	\$89.1
011-03-0003-001	100.00	0.40%	\$178.30
011-03-0005-001	19.00	0.08%	\$33.88
011-03-0005-002	57.00	0.23%	\$101.63
011-03-0006-002	144.00	0.57%	\$256.75
011-03-0007-000*	558.48	2.21%	\$995.7
010-21-0005-000*	230.00	0.91%	\$410.09
010-21-0008-001*	43.00	0.17%	\$76.67
011-05-0004-000	294.72	1.17%	\$525.48
011-05-0005-002	29.00	0.11%	\$51.71
011-05-0006-002	21.00	0.08%	\$37.44
011-05-0006-003	25.00	0.10%	\$44.5
011-05-0007-001	25.00	0.10%	\$44.57
011-05-0007-002	25.00	0.10%	\$44.5
011-05-0008-000	415.93	1.65%	\$741.60
011-08-0001-001	160.00	0.63%	\$285.28
011-08-0001-002	42.00	0.17%	\$74.89
011-08-0002-002	44.48	0.18%	\$79.31
011-08-0003-001	33.70	0.13%	\$60.09
011-08-0003-003	51.54	0.20%	\$91.90
011-08-0004-001	51.54	0.20%	\$91.90
011-08-0004-002	51.54	0.20%	\$91.90
011-08-0005-001	44.32	0.18%	\$79.02
011-08-0005-002	58.76	0.23%	\$104.77
011-08-0006-306	51.57	0.20%	\$91.95
011-08-0006-002*	88.12	0.35%	\$157.12
011-08-0006-003*	70.36	0.28%	\$125.45
011-08-0006-005*	28.95	0.11%	\$51.62
011-99-0001-001	212.04	0.84%	\$378.07
011-99-0002-000	58.54	0.23%	\$104.38
011-99-0003-000	70.86	0.28%	\$126.34
011-99-0004-000	105.54	0.42%	\$188.18
011-99-0005-000	41.06	0.42%	\$73.21
011-06-0008-001	175.00	0.69%	
011-06-0008-001	25.00	0.09%	\$312.02 \$44.57

011-06-0009-000	50.00	0.20%	\$89.15
011-06-0010-000	50.00	0.20%	\$89.15
011-06-0011-000	350.00	1.39%	\$624.05
011-07-0001-000	50.00	0.20%	\$89.15
011-07-0002-000*	50.00	0.20%	\$89.15
011-07-0003-000*	50.00	0.20%	\$89.15
011-07-0004-000*	150.00	0.59%	\$267.45
011-07-0007-000*	190.00	0.75%	\$338.77
011-07-0008-000*	315.00	1.25%	\$561.64
011-07-0011-002	75.00	0.30%	\$133.72
011-07-0013-000	240.00	0.95%	\$427.92
011-09-0001-000	260.00	1.03%	\$463.58
011-09-0003-002	80.00	0.32%	\$142.64
011-09-0005-000	180.00	0.71%	\$320.94
011-09-0006-001	25.00	0.10%	\$44.57
011-09-0006-002	25.00	0.10%	\$44.57
011-09-0007-000*	100.00	0.40%	\$178.30
011-09-0009-000	50.00	0.20%	\$89.15
011-09-0010-001	22.00	0.09%	\$39.23
011-09-0010-002	158.00	0.63%	\$281.71
011-09-0011-000	50.00	0.20%	\$89.15
011-09-0012-000	50.00	0.20%	\$89.15
011-09-0013-000	50.00	0.20%	\$89.15
011-09-0014-001	70.00	0.28%	\$124.81
011-09-0014-002	120.00	0.48%	\$213.96
011-10-0001-001	230.00	0.91%	\$410.09
011-10-0003-001	50.00	0.20%	\$89.15
011-10-0004-302	315.62	1.25%	\$562.75
011-10-0007-300	50.00	0.20%	\$89.15
011-10-0008-001	25.00	0.10%	\$44.57
011-10-0008-002*	25.00	0.10%	\$44.57
011-10-0009-001	25.00	0.10%	\$44.57
011-10-0009-002	25.00	0.10%	\$44.57
011-10-0010-000	184.48	0.73%	\$328.93
011-10-0011-002	170.00	0.67%	\$303.11
011-12-0001-300	311.00	1.23%	\$554.51
011-12-0004-311	240.00	0.95%	\$427.92
011-18-0001-000	26.33	0.10%	\$46.95
011-18-0002-000	26.33	0.10%	\$46.95
011-18-0003-000	26.33	0.10%	\$46.95
011-12-0008-000	215.00	0.85%	\$383.34
011-12-0009-002	65.00	0.26%	\$115.89
011-12-0010-002	60.00	0.24%	\$106.98
011-12-0012-000	50.00	0.20%	\$89.15
011-12-0013-000	50.00	0.20%	\$89.15
011-12-0014-000	190.00	0.75%	\$338.77
011-13-0001-000	190.00	0.75%	\$338.77
011-13-0002-000	50.00	0.20%	\$89.15
011-13-0003-000	50.00	0.20%	\$89.15
011-13-0004-000	50.00	0.20%	\$89.15
011-13-0005-000	50.00	0.20%	\$89.15
011-13-0006-000	50.00	0.20%	\$89.15

011-13-0007-000	190.00	0.75%	\$338.77
011-13-0008-300*	275.00	1.09%	\$490.32
011-13-0010-303	65.00	0.26%	\$115.89
011-13-0012-002*	275.00	1.09%	\$490.32
011-13-0012-301	15.00	0.06%	\$26.74
011-14-0001-000*	1,000.00	3.96%	\$1,783.00
011-15-0001-000	201.50	0.80%	\$359.27
011-15-0004-002	25.00	0.10%	\$44.57
011-15-0005-002	46.60	0.18%	\$83.09
011-15-0007-002	21.90	0.09%	\$39.05
011-15-0008-001	20.00	0.08%	\$35.66
011-15-0008-002	20.00	0.08%	\$35.66
011-15-0009-002	255.00	1.01%	\$454.66
011-15-0015-000	145.00	0.57%	\$258.53
011-15-0016-000	50.00	0.20%	\$89.15
011-15-0018-000*	102.00	0.40%	\$181.87
011-15-0022-002*	73.00	0.29%	\$130.16
011-15-0025-000*	75.00	0.30%	\$133.72
011-15-0028-000	25.00	0.10%	\$44.57
011-15-0029-001	85.00	0.34%	\$151.55
011-15-0029-002	60.00	0.24%	\$106.98
011-15-0030-000	157.50	0.62%	\$280.82
011-15-0031-002	25.00	0.10%	\$44.57
011-15-0032-002	25.00	0.10%	\$44.57
011-15-0033-002	30.00	0.12%	\$53.49
011-15-0034-002	27.50	0.11%	\$49.03
011-15-0035-002	30.00	0.12%	\$53.49
011-15-0037-000	50.00	0.20%	\$89.15
011-15-0039-301	197.00	0.78%	\$351.25
011-15-0044-000*	100.00	0.40%	\$178.30
011-15-0056-000*	195.00	0.77%	\$347.68
011-15-0069-002*	153.00	0.61%	\$272.80
011-15-0075-301*	322.00	1.28%	\$574.12
020-01-0001-001	674.22	2.67%	\$1,202.13
020-01-0001-002*	1,160.00	4.60%	\$2,068.28
020-01-0002-000*	327.88	1.30%	\$584.61
020-01-0002-000	11.40	0.05%	\$20.33
020-01-0008-003	288.63	1.14%	\$514.63
020-01-0008-004	76.12	0.30%	\$135.72
020-01-0009-301	376.15	1.49%	\$670.67
020-01-0003-004	244.21	0.97%	\$435.43
020-01-0004-304	159.27	0.63%	\$283.98
020-01-0004-304	159.27	0.63%	\$283.98
020-38-0003-303	50.00	0.20%	\$89.15
E Biddle-Pine to Wye*	3,614.18	14.32%	\$6,444.07
Viaducts	2,650.00	10.50%	\$4,724.94
Viaducts	2,630.00	10.30 78	\$4,724.94
*indicates city property			

Total I.f.		25,238.64	100.00%	45,000.41
	sho	ould = total l.f.	should = 100%	should = \$total

RESOLUTION

Wyandotte, Michigan Date: May 11, 2015

RESOLVED by the City Council that the Council concurs in the recommendation of the City Engineer in his communication regarding the Snow Removal for the Central Business District, performed by the Department of Public Service; AND

BE IT FURTHE RESOLVED that Council directs the City Assessor to spread said charges on the 2015 Summer Tax Roll against said properties.

1 5	ng resolution.	
MOTION by Councilperson		
Supported by Councilperson		
Fri	· · · · · · · · · · · · · · · · · · ·	
Mi Sal	eski siura uda ultz	

MEETING DATE: April 27, 2015

AGENDA ITEN

ITEM: Renewal of License Agreement with Blue Water Explorations, Ltd., DBA Diamond Jack's River Tours

PRESENTER: Mark A. Kowalewski, City Engineer and Justin Lanagan, Superintendent Recreation Department Mul Korule 4-30.15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski and Justin Lanagan

BACKGROUND: Since 2000, the City has entered into a one (1) year Renewal of License Agreement with Blue Water Explorations Ltd., DBA Diamond Jack's River Tours to utilize Bishop Park for docking. The License Fee for 2015 is again \$4,000 for the year and \$250 per all nonscheduled trips including private charters.

STRATEGIC PLAN/GOALS: The City is committed to revitalize the downtown by adding attractions to entice people to come to Wyandotte and to make our downtown a destination spot.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Renewal of License Agreement with Blue Water Explorations Ltd., DBA Diamond Jack's River Tours.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Additional miscellaneous income

IMPLEMENTATION PLAN: Execute Renewal of License Agreement and collect fees.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: W Foch (REVIEWED COMMEND)

MAYOR'S RECOMMENDATION: Jaseph R Return

LIST OF ATTACHMENTS: Renewal of License Agreement

R	ENEWAL OF LICENSE AGREEMENT
, 20 <u>15</u> , by	de and entered into this day of day of and Blue Water and between the CITY OF WYANDOTTE, "licensor" and Blue Water Jack's River Tours, a Michigan Corporation, "Licensee", to wit.
 2016, Subsequent renewals w The License Fee shall remain Insurance Policies and Certification prior to May 7, 2015. Licensee will coordinate with Municipal Services regarding delivery times as described in Licensee may construct and no costs associated with said contimprovements, once complete 	cense Agreement will be for the period of May 7, 2015, though April 15, will be in accordance with Paragraph 2 of the License Agreement. The same for this Renewal Period. Icates shall be submitted to the City to cover the extended period of time at the Licensor's Superintendent of Recreation and General Manager of adates for special City sponsored events, limited dock days and coal a Paragraph 4 and Exhibit D of the License Agreement. Inaintain underground utility hookups per City Codes. Licensee shall pay all astruction and maintenance. Licensee will pay all utility fees. The ed, will become the property of Licensor. It ions will remain the same as in the original Agreement except as modified
IN WITNESS THEREOF, said partie first above written.	es have hereunto set their hands and seals, in duplicate, the day and year
Witnessed by:	CITY OF WYANDOTTE; Licensor
	Joseph R. Peterson, Mayor
	William R. Griggs, City Clerk

BLUE WATER EXPLORATIONS Ltd., Licensee:

Tale and

Law Schrift Ca

Patricia Hoey-Carrothers, Rresident

RESOLUTION		Wyandotte, Michigan Date: April 27, 2015
RESOLUTION by Council	person	
recommendation of the Cit regarding the contract exter	y Engineer and Superint nsion with Blue Water E	NCIL that the Council concurs with the endent of Recreation, Leisure & Culture Explorations, Ltd., D.B.A. Diamond Jack's authorized to execute the Renewal of License
I move the adoption of the MOTION by Councilperso Supported by Councilperso	n	
YEAS	COUNCIL Fricke Galeski Miciura Sabuda Schultz Stec	<u>NAYS</u>

AGENDA ITEM# **MEETING DATE:** May 11, 2015

ITEM: DEMOLITION BIDS FOR NORTHLINE SUBSTATION

PRESENTER: Mark Kowalewski – City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski - City Engineer

BACKGROUND: The Engineering Department solicited demolition bids for the above referenced property.

Bids were requested and received on April 10, 2015, and Homrich Inc was determined to be the most qualified bid for the amount of \$16,800.00 (See attached bids).

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

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

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

IMPLEMENTATION PLAN: Homrich Inc will be directed to begin demolition.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

Jasepe R Reterson LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

Summary of bids for demolition

Pro Excavation	21st Century	Homrich	
\$28,000	\$19,600	\$16,800	Northline Substation

RESOLUTION		Wyandotte, Michigan	
		Date: May 11, 2015	
RESOLUTION by Co	uncilman		
-		Concurs with the City Engineer in the acceptance of Homrich Substation from account 492-200-850-519; AND	
I move the adoption of	f the foregoing resolution.		
MOTION by Councilm	nen		
Supported by Councilr	nan		
<u>YEAS</u> 	<u>COUNCIL</u> Fricke Galeski Miciura	<u>NAYS</u>	
	Sabuda Schultz Stec		

MEETING DATE: May 11, 2015



ITEM: File # 4661 - COPELAND CENTER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT 2015

PRESENTER: Mark Kowalewski - City Engineer Mond Konnlish. 5-6-15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski - City Engineer

BACKGROUND: Bids were received on April 27, 2015, and Pizzo Development Group was determined to be the best bid received meeting specifications in the amount of \$64,885.00. (See attached bid summary.)

The budgeted amount from Community Development Block Grant (CDBG) for this project is \$30,000,00. Wayne County administers the CDBG Program and has approved the use of the City's CDBG Program Income for this project (see attached). The CDBG Program Income Fund currently has a balance of \$45,870.56.(See attached).

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

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Pizzo Development Group as the contractor of record for the Copeland Center CDBG Project 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 283-200-875-719 - \$30,000 and Account No. 281-000-257-050 \$34,885.00 **IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to Pizzo Development Group directing them to begin work.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Supdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Summary of bids, Email from Wayne County, Program Income Balance Table

Jasepe R Peterson

FILE #4661 COPELAND CENTER CDBG PROJECT 2015 APRIL 27, 2015 – 2PM

Elgin Company 65 Cadillac Sq. Ste. 2102 Detroit, MI 48226	\$104,500.00	bond
Pizzo Development Group LLC 3865 Riverside Dr. Lincoln Park, MI 48146	\$58,885.00	check
Howell Construction Services 84 Harmon Rd Howell, MI 48843	\$81,900.00	bond
DMC Consultants 13500 Foley Detroit, MI 48227	\$122,925.00	bond

cc. Engineer

COPELAND CENTER CDBG PROJECT 2015

BID TABULATION

Bidder	Bid Amount	Option Bid (Bingo Cosole & Board)	Total Bid with Option
Pizzo Development	\$58,885.00*	\$6,000.00	\$64,885.00
Howell Construction	\$81,900.00	\$9,000.00	\$90,900.00
Elgin Builders	\$104,500.00	None Given	
DMC Consultants	\$122,925.00	\$12,100.00	\$135,025.00

^{*} Specifications state, "In case of discrepancy between total shown in the proposal and unit prices, the unit prices as stated in proposal shall govern". Unit bids add to \$51,205. Total bid amount includes 15% (\$7,680.00) for overhead, contractor fees, bond fees and insurance. Specifications state, "City reserves the right to reject any or all bids and also to waive any formal defect in bids when deemed in the best interest of the City".

Greg Meyring

From: Lindsay Wallace [lwallace@waynecounty.com]

Sent: Tuesday, May 05, 2015 10:35 AM

To: Greg Meyring

Cc: Ann Leen; Tuesday Redmond; Randa Saghir

Subject: RE: Budget and Program Income

Hi Greg -

Per our discussion, the City of Wyandotte can use Program Income to supplement the Senior Center Improvements that the City is doing out of PY 2014 CDBG funds. Please make sure that all PI expenses are CDBG eligible. The City will still need to do a dummy voucher showing that these expenses have been drawn.

Also, per your request, please see the City's budget and balance below for PY 2014:

City of Wyandotte - 2014: Total Amount Awarded \$158,927.46

Street Improvements: \$80,322.71

Public Service Youth and Guidance Center: \$12,712.00 Administration: \$0.00 balance (original amount \$15,892.75)

Senior Center Improvements: \$30,000.00
 Housing Rehabilitation: \$20,000.00

Also, can you confirm the amount that the City has in Program Income?

Lindsay Wallace

Project Manager Wayne County Economic and Neighborhood Development Community Development (313)224-3615

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

PROGRAM INCOME FINANCIAL REVIEW

COMMUNITY	Wyandotte
FOR QUARTER ENDING	 March, 2015

REVIEWED BY

DATE	CHECK #	DESCRIPTION	INCOME	EXPENSE	BALANCE
		BEGINNING BALANCE			\$41,862.44
12/29/14		Lien Pay-off for 1055-12th	\$13,660.00		\$55,522.44
		Lien Pay-off Admin.		\$2,731.88	\$52,790.56
02/04/15	117086	Enroc Bldg. (1702 - 8th)		\$6,325.00	\$48,465.56
03/04/15	117364	Asti Environmental (867 Cherry)		\$595.00	\$45,870.56
		TOTALS			\$45,870.56

281-000-257-050

Authorized Signature, Title

Mark A. Kowalewski, City Engineer

Date

RESOLUTION		Wyandotte, Michigan Date: May 11, 2015
RESOLUTION by Counc	ilman	
-	•	ncil concurs with the recommendation of the Center CDBG PROJECT 2015; AND
	the amount of \$57,205	pts the bid of Pizzo Development Group of .00 from account 283-200-875-719 - \$30,000
BE IT FUTHER RESOLV necessary contracts; AND	ED that the Mayor and	City Clerk are authorized to execute the
BE IT FURTHER RESOL bidders.	VED that the bid bonds	s and bid checks be returned to the unsuccessful
I move the adoption of the	foregoing resolution.	
MOTION by Councilmen		
Supported by Councilman		
<u>YEAS</u>	<u>COUNCIL</u> Fricke	NAYS
	Galeski Miciura Sabuda Schultz	
	Stec	

MEETING DATE: May 11th, 2015

AGENDA ITEM

ITEM: File # 4646 OFFICE CLEANING SERVICE FOR POLICE/COURT BUILDING & WYANDOTTE CITY HALL BUILDING

PRESENTER: Mark Kowalewski, City Engineer Month Kounth 5-6-15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: Bids were received on March 9th, 2015 (See attached). The best bid received meeting specifications for the Police/Court Building is Veteran's Cleaning in the amount of \$40, 930 for five (5) day a week cleaning. Veteran's is the current provider of this service and second low bidder. Based on the small difference in bids between the first and second bidder and the ability to keep an excellent provider of service, the recommendation is to enter into contract with Veteran's Cleaning.

The best bid received meeting specifications for City Hall is Giant Janitorial Service Inc. for the amount of \$40,700. It is recommended the City's property management company, Daly Merritt, be directed to enter into contract with Giant Janitorial Service Inc.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by promoting the finest in design, amenities and associated infra-structure improvements in all new developments.

ACTION REQUESTED: Adopt a resolution concurring with City Engineering for cleaning service of the Police/Court Building by Veteran's Cleaning at \$40,930 and refer the bid for cleaning services by Giant Janitorial Service Inc. for City Hall Building at \$40,700 to Daly Merritt to enter into contract with them.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Police/Court Account # 101-301-825-420 and increase budget by \$600.

IMPLEMENTATION PLAN: Execute contract in 30 days for new cleaning services.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Augusta TON: Jasepe R Reterson

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Bidder list with bid amounts.

G. Commented Clauses Schwid Wymenter, M. 4829 For Building Con 7/C Arts there - comments - inspects - inspe	The standard provided the standard see S/C The standard see S/C	destruction of the control of the co	Great Collection Collection Great Building Cost P/C -Park Thore -Pa	2 Comment Control of C	Cover a laterizea La Servicia Service had estable Service had esta
					1 1 1 1 1 1 1 1 1 1

RESOLUTION		Wyandotte, Michigan Date: May 11, 2015	
RESOLUTION by Councilma	an		
•	ty Council that Council Concuning Services, File #4646; AN	ars with the recommendation of the D	
		ng Services for the Police/Court from om account # 101-301-825-420; AN	
	t, in the amount of \$40,700 sa	ng Services for City Hall from Giant id bid be referred to the Property	
	that the Mayor and City Cler Services for the Police/Court;	k are authorized to execute the AND	
BE IT FURTHER RESOLVE bidders.	D that the bid bonds and bid o	checks be returned to the unsuccessfu	ıl
I move the adoption of the for	regoing resolution.		
MOTION by Councilmen			
Supported by Councilman			
<u>YEAS</u>	COUNCIL Fricke Galeski Miciura, Jr. Sabuda Schultz Stec	NAYS	

MEETING DATE: May 11, 2015

AGENDA ITEM#

ITEM: File # 4657 – CONCRETE SIDEWALK PROGRAM 2015

PRESENTER: Mark Kowalewski – City Engineer

Mul Kornell. 5-6-15-

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: Bids were received on April 27, 2015 (see attached), and Alastra Construction was determined to be the best bid received meeting specifications at \$303,000.00.

The work area is between Oak Street and Grove Street and between 15th Street and Fort Street. Based on last year's work approximately 30% or \$91,000 of the work is not assessable as it is adjacent to City properties or at corner ADA Ramps.

The Special Assessment sidewalk budget for 2015 is attached and will need to be amended by \$55,427.17 to accommodate this project.

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

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Alastra Construction as the contractor of record for the Sidewalk Contract for 2015. Process a Budget Amendment with an increase of \$55,427.17 to Account No. 249-450-825-461.

<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u> Expense the work form Account No. 249-450-825-461.

<u>IMPLEMENTATION PLAN:</u> The resolutions and all necessary documents will be forwarded to Alastra Construction directing them to begin work.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:

Jasepe R Peterson

LIST OF ATTACHMENTS:

Summary of bids

Budget Special Assessment Sidewalks

OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff CITY ASSESSOR



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

JOSEPH PETERSON **MAYOR**

FILE #4657 SIDEWALK PROGRAM 2015 APRIL 27, 2015 – 2 PM

Alastra Construction 1149 Lincoln

Wyandotte, MI 48192 \$303,000.00 bond

Lacaria Concrete Construction, Inc. 3720 Central Avenue

Detroit, MI 48210 \$524,600.00 bond

G. V. Cement Contracting Company 20000 Dix-Toledo

Brownstown Twp., MI 48183 \$646,000.00 bond

cc. Engineer

Budget Special Assesment Sidewalks - 2015 249-450-825-461

2015 Concrete Sidealk Program by Alastra	\$303,000.00
15% Contingency	\$45,450.00
2014 Concrete Sidewalk Program (10% of Audia Contract)	\$14,833.82
Estimated Budget for 2015	\$363,283.82
Current Balance Available	\$307,856.65
Requested Budget Ammendment	\$55,427.17

RESOLUTION		-	dotte, Michigan May 11, 2015
RESOLUTION by Counciln	nan	<u> </u>	
	Sity Council that Council conc # 4657 – CONCRETE SIDE		
BE IT FURTHER RESOLV Wyandotte, Michigan in the	ED that Council accepts the bamount of \$303,000.00.	id of Alastra Cor	nstruction of
	D that the City Clerk set up a strain 2015 will be working in.	Special Assessm	ent District for the area
BE IT FURTHER RESOLV oudget by \$55,427.17.	ED that Account #249-450-82	5-461 be amend	ed to increase the
I move the adoption of the fo	oregoing resolution.		
MOTION by Councilmen			
Supported by Councilman_			
<u>YEAS</u>	COUNCIL Fricke Galeski Miciura Sabuda Schultz Stec	<u>NAYS</u>	

MEETING DATE: May 11, 2015

AGENDA ITEM#

ITEM: File # 4663 - Tree Cutting & Stump Removal

PRESENTER: Mark Kowalewski – City Engineer

Mont Handlet, 5-5-15

INDIVIDUALS IN ATTENDANCE: NA

BACKGROUND: There are trees in the City of Wyandotte that are in need of removal.

Bids were received on April 27, 2015 (see attached), and G's Trees Inc was determined to be the best bid received meeting specifications at \$22,430.00.

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

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting G's Trees Inc as the contractor of record.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account # 492-200-850-528 for \$22,430.00.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to G's Trees Inc directing them to begin work.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Jasepe R Reterson

LIST OF ATTACHMENTS:

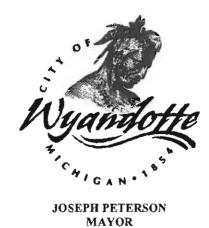
Bid results

OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff CITY ASSESSOR



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

FILE #4663 TREE CUTTING/STUMP REMOVAL APRIL 27, 2015 - 2PM

G's Trees Inc. 23596 Stacey Dr. check Brownstown Twp., MI 48183 \$22,270.00 E & J Tree Service Inc. 771 St. Johns \$32,945.00 bond Lincoln Park, MI 48146 Asplundh 2255 Northway Dr. Mt. Pleasant, MI 48858 \$43,635.00 bond



MODEL RESOLUTION:

RESOLUTION			lotte, Michigan May 11, 2015
RESOLUTION by Councilma	an		
BE IT RESOLVED by the Ci File #4663 – Tree Cutting/Stu	ty Council that Council concu ımp Removal; AND	rs with the City	Engineer regarding
	that Council accepts the bid 22,430.00 from Account 492-		A ·
BE IT FURTHER RESOLVE documentation.	ED that the City Clerk is direct	ed to complete a	all the required
I move the adoption of the for	regoing resolution.		
MOTION by Councilmen			
Supported by Councilman			
<u>YEAS</u>	COUNCIL Fricke Galeski Miciura Sabuda Schultz Stec	<u>NAYS</u>	

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11th 2015 AGENDA ITEM #____

ITEM: File # 4664 - ROOF REPAIRS AT 1100 BIDDLE AVENUE

PRESENTER: Mark Kowalewski - City Engineer Mal London, 5-5-15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: The City Building at 1100 Biddle has a portion of the roof that is in need of roof removal and replacement. Bids were opened on May 4th 2015, and T.F. Beck Company was determined to be the best bid received meeting specifications at \$23,100.

STRATEGIC PLAN/GOALS: NA

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting T.F. Beck Company as the contractor of record.

<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u> Expense the work from Account No. 492-200-850-548.

IMPLEMENTATION PLAN: T.F Beck Company will enter into a contract and complete the work on or before July 1st 2015.

COMMISION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS

Summary of bids.

MODEL RESOLUTION:

OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff CITY ASSESSOR



JOSEPH PETERSON MAYOR

FILE #4664 ROOF REPLACEMENT 1100 BIDDLE MAY 4, 2015

Wm. Molnar Roofing, Inc. P O Box2272 12455 Hale Riverview, MI 48193

\$27,368.00 Bond

T. F. Beck Company 2222 Devondale

Rochester Hills, MI 48309 \$23,100.00 Bond

Referred to Engineering

COUNCIL

RESOLUTION

Wyandotte, Michigan Date: May 11th 2015

RESOLUTION by Counci	lman	

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the City Engineer regarding File # 4664 Roof Repairs at 1100 Biddle Ave.

Be it further resolved that council accepts the bid of T.F. Beck Company, Rochester Hills, in the amount of \$23,100.00 from Account No. 492-200-850 548.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen

Supported by Councilman

YEAS COUNCIL NAYS

Browning DeSana Fricke Galeski Sabuda Stec

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11, 2015

AGENDA ITEM

ITEM: Sale of City Owned property known as Former 333-351 Antoine, 302 Hudson and 362 Hudson

PRESENTER: Mark A. Kowalewski, City Engineer

nort Kornled. 5-6-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: City owns the property located at Former 333-351 Antoine, 302 Hudson and 362 Hudson. Attached for your approval is the following Sales Agreement:

- 1. Offer to Purchase Real Estate to sell 24 feet of the former 333-339 Antoine and former 302 Hudson to Southtown Acquisitions, LLC, in the amount of \$8,085.00 (\$1.40 per square foot). Southtown Acquisitions, LLC owns the property at 1410 McKinley. They will be constructing a driveway for a new entrance to this building.
- 2. Offer to Purchase Real Estate to sell the former 333-351 Antoine and 362 Hudson to AANE Group, LLC, in the amount of \$23,764.76 (\$1.40 per square foot) for the construction of a new commercial building consisting of approximately 2,600 square feet, exterior to be ½ high or C-unit exterior brick see Attachment A of the Offer to Purchase Real Estate.

Also attached for your consideration is a rezoning application to rezone the property known as former 362 Hudson from I-1 Industrial District to I-2 Industrial District.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to it residents by: 1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation to sell the former 333-351 Antoine, 302 Hudson and 362 Hudson as recommended and refer the rezoning to the Planning Commission for the required public Hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute sales agreements and hold public hearing for rezoning.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Many dale

LEGAL COUNSEL'S RECOMMENDATION: Sales Agreements approved by Legal.

MAYOR'S RECOMMENDATION: Jasapen R Roterson

LIST OF ATTACHMENTS: Sales Agreements, Map of Area, Rezoning Application

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

William R. Look Steven R. Makowski

(734) 285-4160 OFFER TO PURCHASE REAL ESTATE Richard W. Look (1912-1993)

City

1. THE UNDERS	IGNED hereby offers and agrees to	purchase the following land	situated in the	XXXXXXX of XXXXXX
Wyando	otte	_,Wayne		higan, described as follows
of Plats, WCR be and appurtenance awnings, TV ante Thousand Eighty	st 6 feet of Lot 4 and All of Lot 5 cring known as part of the Former 3 s, including all lighting fixtures, slenna, gas conversion unit and perm Five Dollars and 00/100 (\$8,085.0 s, if any, upon the following conditions	33-339 Antoine and 302 Hu nades, Venetian blinds, curta it if any, now on the 00) Dollars, subject to the extions;	dson Street, togeth in rods, storm windows the premises, and to pay isting building and use	er with all improvements s and storm doors, screens, therefore the sum of <u>Eight</u>
	(Fill out one of the	BE CONSUMMATED BY four following paragraphs, and strik	e the remainder)	
Cash Sale	A. Delivery of the usual Warran made in cash or certified check.	ty Deed conveying a market	able title. Payment of p	purchase money is to be
Cash Sale with New Mortgage	B. Delivery of the usual Warran made in eash or certified check. mortg down plus mortgage costs, prepa soon as the mortgage application applicable, final inspection of the	Purchaser agrees that he wil age in the amount of \$ id items and adjustments in is approved, a closing date	l immediately apply for , and pay \$ cash. Purchaser agrees obtained from the lendi	to execute the mortgage as ng institution, and, if
Sale to Existing Mortgage	C. Delivery of the usual Warran the purchase price. Payment of to owing upon an existing mortgage the sum of approximately with interest at per of on the day of and insurance. If the Seller has a the Purchaser agrees to reimburs and pay said mortgage according	the purchase money is to be recown on the premises, with the sent, which mortgage requires feach and every month, which my accumulated funds held in the seller upon proper assign	payment of che payments DO, DO in escrow for the payment of the payment of the payments DO, DO in escrow for the payments DO, DO in escrow for the payments payments payments payments DO, DO in escrow for the payments pa	d check less the amount of consummation, held by pon which there is unpaid Dollars, Dollars NOT include prepaid taxes ent for any prepaid items,
Sale on	D. Payment of the sum of			or certified check, and the
Land	execution of a Land Contract ack of the purchase money within			
Contract		ollars each, which include in		
Sale to Existing Land Contract Evidence	If the Seller's title to said lan terms and conditions substantiall consummation hereof will pay or contract, with an agreement by the contract proposed in the precept the payment of prepaid taxes or is assignment of same. 2. As evidence of title, Seller amount not less than the purchas in the condition required for perf	y as above ser forth and the at the equity, an assignment are undersigned to assume the eding paragraph. If the Sellensurance, the Purchaser agrees to furnish Purchaser agree price, bearing date later the	eash payment to be mand conveyance of the balance owing thereore has any accumulated sets to reimhurse the Selus soon as possible, a Pan the acceptance hereo	do by the undersigned on vendeo's interest in the land on, will be accepted in lieu of funds held in escrow for the upon the proper olicy of title Insurance in an of and guaranteeing the title
of Title Time of Closing	3. If this offer is accepted by hereunder, the parties agree to esale is to be consummated in accepted for obtaining a mortgag option, elect to enforce the terms	the Seller and Purchaser and emplete the sale upon notification ordance with paragraph B, the se. In the event of default by	ation that Seller is read nen the closing will be a the Purchaser bereund	y to close; however, if the governed by the time there er, the Seller may, at his
Purchaser's Default	damages.			
Seller's Default	 In the event of default by the hereof or demand, and he entitled agreement. 	te Seller hereunder, the purch to, an immediate refund of		
Title Objections	5. If objection to the title is me the condition required for performanting of the particular defects of above, or (3) to refund the depose Purchaser agrees to complete the remedy the title or obtain title instermination of this agreement.	claimed, either (1) to remedy it in full termination of this a sale within 10 days of writte	shall have 30 days from the title, or (2) to obtain greement if unable to ren on notification thereof.	n the date, is notified in in title insurance as required emedy the title the If the Seller is unable to
Possession	6. The Seller shall deliver and following tenants:	the Purchaser shall accept p	ossession of said prope	erty, subject to rights of the
	If the Seller occupies the propert	y, it shall be vacated on or be	efore closio	g
	From the closing to the date of va			
	per day. THE BROKER SHA as security for said occupancy ch the unused portion as determined		r the amount due him a	nd returning to the Seller

THO	IS IS A LEGAL BINDING CONTRACT, IF NO	OT UNDERSTOOD SEEK COMPETENT HELP
Taxes and Prorated Items	paid by the Sciler. Current taxes, if any, shall be with due date (Insert one: "Fiscal Yee municipality or taxing unit in which the propert adjusted as of the date of closing. Due dates ar	ome a lien upon the land at the date of this agreement shall be e prorated and adjusted as of the date of closing in accordance ar" "Due Date." If left blank, Fiscal Year applies) basis of the y is located. Interest, rents and water bills shall be prorated and e August 1 and December 1. le for five (5) days from the date hereof, and if not accepted by
	the Seller within that time, the deposit shall be r	returned forthwith to the Purchaser. If the offer is accepted by purchase of said property within the time indicated in
Broker's Author- Ization	9. The Seller is hereby authorized to accept to	this offer and the deposit of 0.00 Dollars may be held by and applied on the purchase price if the sale is consummated
It is exp to complete the	purchase of the property described beroin or to inci-	risions of this contract, the Purchaser shall not be obligated arrany penalty by forfeiture of carnest money deposits on statement issued by the Federal Housing Commissioner
which statement available to the this contract wit It is fur	Seller. The Purchaser shall, however, have the privilent regard to the amount of the appraised valuation	r promptly after such appraised value statement is made rilege and the option of proceeding with the consummation of
of \$ 11. The coven	ants herein shall hind and inure to the benefit of the	executors, administrators, successors and assigns of
premises and is The closin	cution of this instrument the Purchaser acknowledges tisfied with the physical condition of structures the g of this sale shall take place at the office of <u>the</u>	ges THAT HE HAS EXAMINED THE ABOVE described thereon and acknowledges the receipt of a copy of this offer. City Engineer, 3200 Biddle Avenue, Wyandotte, MI However, if a new mortgage is being applied
for, Purchasers v Additional cond	vill execute said mortgage at the bank or mortgage itions, if any: See Addendum for additional Parag	company from which the mortgage is being obtained.
IN PRESENCE (TO BE PAID BY PURCHASER IS REQUIRED. L. S. Purchaser
_		L. S Purchaser
		Address
Dated		Phone:
Paragraphs 8 and	SELLER'S ACKNOWLED and from the above named Purchaser the deposit in 19 above, ox will be returned forthwith after tender	noney above mentioned, which will be applied as indicated in
Address		Seller
Phone This is a co-oper	ative sale on a basis with	By:
This is a co-oper	ACCEPTANCE	
The for the Broker for se	rvices rendered a commission of (ns stated, and upon consummation Seller hereby agrees to pay Dollars) (
of the sale price) unconsummated, to perform the con- Seller agrees that	, which shall be due and payable at the time set in, at the time of Seller's election to refund the depos onditions of this offer; provided, however, that if the	said offer for the consummation of the sale, or if it or of Seller's or Purchaser's failure, inability or refusal ne deposit is forfeited under the terms of said offer, the the amount of the full commission) shall be paid to or
By the e	execution of this instrument, the Seller acknowledg	es the receipt of a copy of this agreement.
IN PRESENCE	OF:	
		L.S.
	<u> </u>	LS.
-		Address
Dated:	PURCHASER'S RECEIPT (Phone
The undersigned	Purchaser hereby acknowledges the receipt of the S	OF ACCEPTED OFFER Seller's signed acceptance of the foregoing Offer to Purchase.



ADDENDUM TO PURCHASE AGREEMENT BETWEEN THE CITY OF WYANDOTTE AND SOUTHTOWN ACQUISITIONS, LLC

This Agreement is contingent upon City Council approval and the following:

- 12. Purchaser, within twelve (12) months of Seller's signed acceptance, is required to secure a Concrete Permit for the construction of a driveway on the former 333-339 Antoine (The east 6 feet of Lot 4 and all of Lot 5 except the east 12 feet Hudson's Subdivision) onto Antoine Street.
- Purchaser agrees at time of closing to combine this property with property currently owned by purchaser known as 1410 McKinley, Wyandotte.
- Purchaser is responsible for Closing Costs which includes, but not limited to Wayne County Mapping Fee and Title Insurance Premium. Closing Fees will be due at time of closing.
- 15. Purchaser is required to schedule and complete a Certificate of Conformity Inspection with the City of Wyandotte Department of Engineering and Building for the property at 1410 McKinley, Wyandotte, Michigan prior to closing on property being purchased under this Agreement.
- 16. This Agreement is further contingent upon the Purchaser undertaking development within twelve (12) months from time of closing and complete construction within eighteen (18) months of closing. Failure to undertake development or complete construction with the time requirement set forth above will result in Seller's right to repurchase property including any improvements for Six Thousand Seven Hundred Three Dollars & 20/100 (\$6,703.20). A Deed Restriction will be placed on the property which will include this contingency. If Pizzo Development fails to complete construction and secure a Certificate of Occupancy or Temporary Certificate of Occupancy to occupy its new adjacent commercial building within twelve (12) months from the Closing Date, then the Purchaser's duty to undertake development of its driveway will be tolled until the earlier of the date the Certificate of Occupancy or the Temporary Certificate of Occupancy to occupy the new building is granted by the City of Wyandotte.
- Purchaser agrees to an Easement which will permit Pizzo Development to develop his property at the former 333-351 Antoine for the construction of a new building.

A	PURCHASER: Southtown Acquisitions, LLC
Cyclipation Dated: 5/6/15	Joseph Daly, Manager
	CITY OF WYANDOTTE, SELLER
	Joseph R. Peterson, Mayor
	William R. Griggs, Clerk
Dated:	

EASEMENT

Whereas, Southtown Acquisition, LLC (hereinafter referred to as the "Grantor") is the owner of certain property known as 1410 McKinley, Wyandotte, Michigan, (East 6 feet of Lot 4 and all of Lots 5 to 10 Hudson Subdivision) the City of Wyandotte (Grantee) intends on selling to Pizzo Development the former 333-351 Antoine, Wyandotte, Michigan (Lots 1, 2, 3 and all of Lot 4 except the east 6 feet Hudson's Subdivision) which is the adjacent vacant property to the said 1410 McKinley, Wyandotte, and it is necessary to hereby grant, bargain and convey to City of Wyandotte (hereinafter referred to as the "Grantee") and to it's successors and assigns, a one (1) year easement and right to enter upon the following described property of the Grantor's situated in the City of Wyandotte, County of Wayne, State of Michigan, and described as:

The east 6 feet of Lot 4 and all of Lot 5 except the east 12 feet, Hudson's Subdivision

Said easement is over a part of the property commonly known as the former 339 Antoine, Wyandotte, Michigan.

Said easement on, over under, across, and within the above described property for the purpose of constructing the commercial building to be located on the former 333-351 Antoine by the Grantee (or its successors) and that said Grantee, it's contractors, employees, agents, successors, assigns and lessees shall at all times have free ingress to and egress from said described parcel, to construct said commercial building. Grantee agrees to repair any damage to the surface of said described property resulting from its construction, operating, maintenance and repairing the easement and to restore said described property to the same or better condition to that which existed prior to such work by Grantee.

Grantors further agree that no structures, trees or any other article or thing whatsoever, shall be constructed or maintained on, over, under, across, or within the above described parcel and that in the exercise of the easements and ingress and egress rights heretofore reserved herein, said Grantor shall not be liable for any injury or damage to, or disturbance of, nor shall it have any duty to pay for or replace any animate or inanimate improvement on, over, under, across or within the property described herein.

This Easement shall expire one (1) year after exec	
Dated this 215+ day of April	, 2015.
Signed, sealed and witnessed In the presence of:	Signed and Sealed: SOUTHTOWN ACQUISITION, LLC
_Cyal Dlor	Joseph Daly, Manager Conscious
STATE OF MICHIGAN) SS	
COUNTY OF)	
County, personally appeared <u>Joseph Daly</u> , to me say that he is the <u>Manager of Southtown Acquisite</u> executed the within instrument, and the seal affixed corporation, and that said instrument was signed a	
CYNTHIA J. PILON NOTARY PUBLIC - STATE OF INCHIGAN COUNTY OF WAYNE	ayalloi
My Commission Expires Sept. 24, 2019 Acting in the County of WAY OF A	Notary Public 14 Secting in WAYNE County, Michigan Ny Controlssion Expires: 9/214/2019

Drafted by and when recorded return to:

LOOK, MAKOWSKI and LOOK

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

(734) 285-6500 (734) 285-4160 FAY OFFER TO PURCHASE REAL ESTATE

William R. Look Steven R. Makowski Richard W. Look (1912-1993)

City 1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the Xxxxxxxx of Ххххххх County, Michigan, described as follows: Wayne Wyandotte Lots 1, 2, 3 and all of Lot 4 except the east 6 feet and Lot 86 Hudson's Subdivision as recorded in Liber 22, Page 23 of Plats, WCR heing known as part of the Former 333-351 Antoine and 362 Hudson Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _ if any, now on the premises, and to pay therefore the sum of Twenty-Three Thousand Seven Hundred Sixty-Four Dollars and 76/100 (\$23,764.76) 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: Paragraph D (Fill out one of the four following paragraphs, and strike the remainder) A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be Cash made in cash or certified check. Sale B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be Cash Sale with New made it each or certified check. Purchaser agrees that he will immediately apply for a mortgage in the amount of \$, and pay \$ Mortgage down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A. Sale to C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in eash or certified eheck less the amount Existing owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by Mortgage upon which there is unpaid Dollars. the sum of approximately with interest at per cent, which mortgage requires payment of Dollars day of each and every month, which payments DO, DO NOT include prepaid taxes on the and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof. D. Payment of the sum of Five Thousand Seven Hundred sixty-Four & 76/000 (\$5,764.76 Dollars, in cash or Sale on certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the Land payment of the remainder of the purchase money within five (5) years from the date of Contract in monthly Contract payments of not less than Three Hundred Thirty-One Dollars & 50/100 (331.50) Dollars each, which include interest payments at the rate of Four (4%) per cent per annum; and which DO, DO NOT include prepaid taxes and insurance. Sale to If the Seller's title to said land is evideneed by an existing by an existing land contract with unperformed terms and conditions substantially as above ser forth and the cash payment to be made by the undersigned on Existing Land consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land Contract contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of title Insurance in an Evidence amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title of Title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required 3. Time of bereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the Closing sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his Purchaser's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated Default damages. Seller's In the event of default by the Seller bereunder, the purchaser may, at his option, elect to enforce the terms Default hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in **Objections** 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. The Seller shall deliver and the Purehaser shall accept possession of said property, subject to rights of the Possession following tenants: If the Sciler occupies the property, it shall be vacated on or before From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ THE BROKER SHALL RETAIN from the amount due Scller at closing the sum of \$_ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller

the unused portion as determined by date property is vacated and keys surrendered to Broker.

TH	IIS IS A LEGAL BINDING CONTRACT	UF NOT UNDERSTOOD SEEK COMPETENT HELP
Taxes	7. All taxes and assessments which ha	ave become a lien upon the land at the date of this agreement shall be
and	paid by the Seller. Current taxes, if any,	shall be prorated and adjusted as of the date of closing in accordance
Prorated		scal Year" "Due Date." If left blank, Fiscal Year applies) basis of the
Items		property is located. Interest, rents and water bills shall be prorated and
	adjusted as of the date of closing. Due d 8. It is understood that this offer is irr	ates are August 1 and December 1. evocable for five (5) days from the date bereof, and if not accepted by
		iall be returned forthwith to the Purchaser. If the offer is accepted by
		ete the purchase of said property within the time indicated in
	Paragraph 3.	ove the personnel of out property white the interest may are the
Broker's		accept this offer and the deposit of 0.00 Dollars may be held by
Author-		et. 13, (j) and applied on the purchase price if the sale is consummated
Ization		·
	LOLD TO BUT A CALLEDONIAL	
	ABLE TO F. H. A. SALES ONLY;	er provisions of this contract, the Purchaser shall not be obligated
		to incur any penalty by forfeiture of earnest money deposits
		a written statement issued by the Federal Housing Commissioner
or other wise the	legy the belief has delivered in the parenaser	white sale is a sale by the rederat reasing commissioner
setting forth the	appraised value of the property for mortgag	e insurance purpose of not less than \$
		urchaser promptly after such appraised value statement is made
		the privilege and the option of proceeding with the consummation of
		valuation made by the Federal Housing Commissioner.
		er that the additional personal property listed herein has a value
of \$		to Calonia and Anti-Calonia and Anti-Cal
		it of the executors, administrators, successors and assigns of
the respective p		towledges THAT HE HAS EXAMINED THE ABOVE described
		tures thereon and acknowledges the receipt of a copy of this offer.
The closin	ng of this sale shall take place at the office of	the City Engineer, 3200 Biddle Avenue, Wyandotte, MI
110 010011	.g o. and board and prevent at an order or	. However, if a new mortgage is being applied
for, Purchasers	will execute said mortgage at the bank or mo	ortgage company from which the mortgage is being obtained.
Additional cond	litions, if any: See Addendum for additiona	1 Paragraphs and Signatures
	- X X X	
_/		
⊢ CHE	CK BOX IF CLOSING FEE OF \$200	.00 IS TO BE PAID BY PURCHASER IS REQUIRED.
IN DEPCEMEN	O.P.	Τ. σ
IN PRESENCE	OR:	L. S.
		z wreisager
		L. S
		Purchaser
		Address
Dated		Phone:
	SELLER'S ACKNO	OWLEDGMENT OF DEPOSIT
Receiv	ed from the above named Purchaser the de	posit money above mentioned, which will he applied as indicated in
Paragraphs 8 an	d 9 above, or will be returned forthwith after	tender if the foregoing offer and deposit is declined.
Address		
n		Seller
Phone		By:is with
This is a co-ope	Tauve sale on a oas	is with
	ACCEPT	TANCE OF OFFER
	NAMED PURCHASER AND BROKER:	Alexander Andrews and Community Community
the Desires for a	regoing offer is accepted in accordance with	the terms stated, and upon consummation Seller hereby agrees to pay
me Broker for so	ervices rendered a commission of (Dollars) (per cent set in said offer for the consummation of the sale, or if
of the sale price), which shall be due and payable at the difference of Caller's election to refund the	set in said offer for the consummation of the sale, or if
		e deposit or of Seller's or Purchaser's failure, inability or refusal hat if the deposit is forfeited under the terms of said offer, the
		ss of the amount of the full commission) shall be paid to or
	Broker in full payment for services rendered.	
•	• *	
By the	execution of this instrument, the Seller ackn	owledges the receipt of a copy of this agreement.
IN PRESENCE	GOF:	
		L.S.
		_
		Ls.
		Address
		Address
Dated:		Phone
Dated:	DIDCAYERDS DEC	Phone
	PURCHASER'S REC	EIPT OF ACCEPTED OFFER
	PURCHASER'S REC	Phone EIPT OF ACCEPTED OFFER of the Seller's signed acceptance of the foregoing Offer to Purchase. L. S

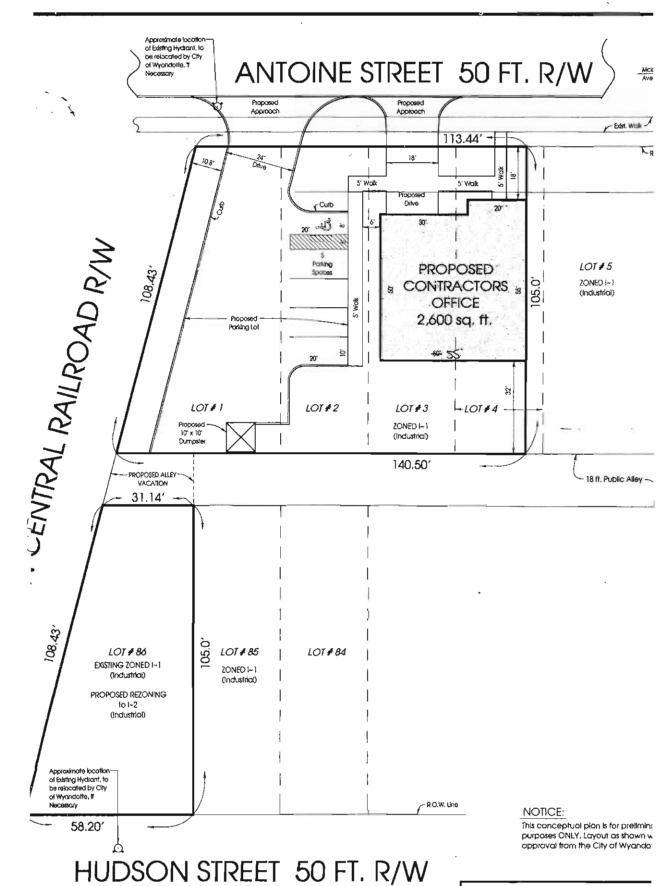
ADDENDUM TO PURCHASE AGREEMENT BETWEEN THE CITY OF WYANDOTTE AND PIZZO DEVELOPMENT

This Agreement is contingent upon the following:

- 12. Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a minimum one (1) story commercial building, approximately 2,600 square feet with exterior to be ½ high or C-unit exterior brick as indicated on Attachment A.
- 13. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the completion of the foundations and the framing of walls for the construction of the building described in Paragraph 12 above. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements for Four Thousand Six Hundred Eleven Dollars and 81/100 (\$4,611.81). A Deed Restriction will be placed on the property which will include this contingency
- 14. The Engineering Department will request rezoning of the property known as Former 362 Hudson (Lot 86 Hudson's Subdivision) from I-1 (Industrial District) to I-2 Industrial District.
- 15. The Engineering Department will petition the Wyandotte City Council to vacate/close the easterly 31.14 feet of the 18 foot wide alley running east/east adjacent to lots 1 and 86 of the Hudson's Subdivision.
- Subdivision Precluded. The property is being offered as one parcel that shall not be further subdivided.
- 17. The City of Wyandotte will furnish a Warranty Deed. The Purchaser will be responsible for any and all closing costs including title insurance premium, transfer tax and recording fees necessary to close this property.
- 18. This Agreement requires the approval of the Wyandotte City Council.

	PURCHASER: AANE GROUP, LLC
5/5/15	Antonio Pizzo, Purchaser
Dated:	
	CITY OF WYANDOTTE, SELLER
	Joseph R. Peterson, Mayor
Dated:	William R. Griggs, Clerk

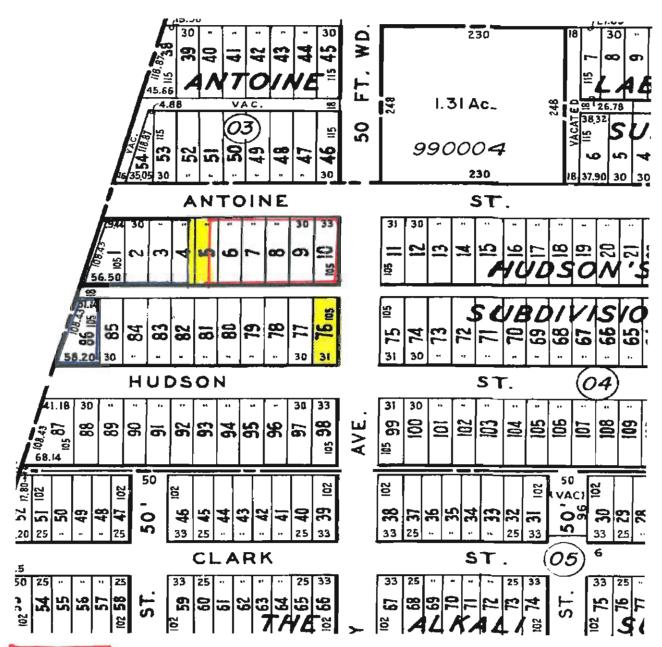




SCALE 1 =20

CONCEPTUAL LAYOUT FOR: PIZZO CONSTRUCTION

Lots 1 thru 4, except the East 6 ft. th



1410 McKinley - E 12 FT LOT 5 ALSO LOTS 6 TO 10 INCL HUDSON'S SUB T3S R11E L22 P23 WCR

City Owned being sold to Southtown Acquisitions, LLC - Former 333 -339 Antoine —east 6 feet of LOT 4 and LOT 5 EXC E 12 FT THEREOF -- HUDSON'S SUB T3S R11E L22

City Owned being sold to Southtown Acquisitions, LLC - Former 302 Hudson - LOT 76 HUDSON'S SUB T3S R11E L22 P23 WCR

Property being sold to Pizzo Development - Former 333-351 Antoine/362 Hudson - LOTS 1, 2, 3 and 4 except the east 6 feet and LOT 86 HUDSON'S SUB



h/rezon.doc

Residential: \$200.00 Commercial: \$300.00 Plan Development \$1,000.00

CITY OF WYANDOTTE 3200 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 zoning map as hereinafter requested, and in	•	
The property sought to be rezoned is located	at Former 362 Hudson	between McKinley
and Railroad on the northwest		
Lot 86 of Hudson's Subdivision		Subdivision,
Lot Size 58.20' x 105'		
The property is owned by:		
Name _ City of Wyandotte	Street Address	3200 Biddle Avenue
City _ Wyandotte	State MI	
Phone # <u>734-324-4555</u>		
PRESENT ZONING: 1-1 Industrial District	REQUESTED ZO	NING: 1-2 Industrial District
It is proposed that the property will be put to	the following use. Storage	of construction equipment
Te is proposed that the property will be put to	the following use:	
REQUIRED FOR P-1 or RM-1A Attached hereto are three (3) prints of and the intended layout. These prints are ma		
OPTIONAL I (We) attach a statement hereto indic for the preservation and enjoyment of substat detrimental to the public welfare, or to the pre-	ntial property rights, and w operty of other persons loca	hy such change will not be ated in the vicinity thereof.
Signature of Applicant: Mort Kon	Address:	

Receipt # M.4 Engineer's Signature Movel	Date: <u>5~5</u>	75
Engineer's Signature Month Ko-	will.	

MODEL RESOLUTION:

RESOLUTION		Wyandotte, Michigan
		Date: May 11, 2015
RESOLUTION by Counc	ilperson	
		that the communication from the City Engineer regarding the and 362 Hudson is hereby received and placed on file; AND
	and all of the former 3	concurs with the recommendation to sell part of the former 02 Hudson to Southtown Acquisitions LLC for the amount of se Real Estate; AND
	mer 362 Hudson to AAI	concurs with the recommendation to sell the former 333-351 NE Group, LLC for the amount of \$23,764.76 in accordance
BE IT FURTHER RESOI to the Planning Commissi		rs the rezoning for the property known as former 362 Hudson public hearing; AND
		Affairs, William R. Look, is hereby directed to prepare and City Clerk be authorized to execute same; AND
I move the adoption of the	e foregoing resolution.	
MOTION by Councilpers	on	
Supported by Councilpers	on	
<u>YEAS</u> 	<u>COUNCIL</u> Fricke Galeski Miciura Sabuda	NAYS ———
	Schultz	

Stec

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11, 2015

AGENDA ITEM#

Sale of the former 638 Kings Highway (17.5' x 102') ITEM:

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski and William R. Look

BACKGROUND: At the April 20th City Council meeting, Council directed the City Engineer and Department of Legal Affairs to prepare the proper Purchase Agreement to sell the 17.5 feet of the former 638 Kings Highway to Mr. and Mrs. Martin. Therefore, attached for your consideration is said Purchase Agreement to sell this property to the adjacent property owner at 644 Kings Highway for the amount of \$875.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 70' x 102'.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: W. FEET REVIEWED COMPACT

MAYOR'S RECOMMENDATION: Jaseper R Reterson

LIST OF ATTACHMENTS: Sales Agreement, Map and Council Resolution dated April 21, 2015

LOOK, MAKOWSKI and LOOK

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

FAX

William R. Look Steven R. Makowski

Broker's

Authorization

Richard W. Look (1912-1993)

PURCHASE AGREEMENT

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

East 17.5 feet of Lot 254 Emmon's Orchard Subdivision as recorded in Liber 38 Page 30 of Plats, Wayne County Records being known as part of the former 638 Kings Highway Street, and to pay therefore the sum of Eight Hundred Seventy Five Dollars & 00/100 (\$875.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY

PROMISSORY NOTE/MORTGAGE SALE

	TROMESON I NOTE MONTON DE SALE
PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of \$875.00 plus closing costs to be determined at closing shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at 644 Kings Highway, Wyandotte, MI be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
Purchaser's Default Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. 5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants:
Possession	If the Seller occupies the property, it shall be vacated on or before From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.

It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if

not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser.

If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property

within the time indicated in Paragraph 3.

		make this offer and the deposit of	
	Dollars may be held by him under Act N purchase price if the sale is consummated.		olied on the
1. The coven	ants herein shall bind and inure to the bene		essors and assigns
of the respective			D THE ADOLE
	cution of this instrument the Purchaser ack ses and is satisfied with the physical condi		
copy of this offe		aion of structures moreon and regiowied	ges are receipt of a
The closing	g of this sale shall take place at the office of	of	
nation for Dur	chasers will execute said mortgage at the b	. However, if a new	
	onal conditions, if any: Contingent upon		
it closing, to co	mbine this property with property curr	ently owned by Purchaser known as 6	44 Kings Highway.
	will be responsible for closing fees in		
	yne County in the amount of \$150.00, he Promissory Note/Mortgage amount.		
	cate that if the property at 644 Kings H		
	er this Agreement will revert back to th	e City of Wyandotte, 4. Property is	being purchased in
n "as is" condi	ition.		
CHEC	K BOX IF CLOSING FEE OF \$200.00	IS TO BE PAID BY PURCHASER IS	REQUIRED.
		AM	-
N PRESENCE	OF:	John A. Martin	Purchaser
		Mary C Martia	
		Mary C. Martin	Purchaser
		Address 644 Kings Highway, Wy	
ated4	-27-15	Phone: <u>738-934-425</u>	9
eclined.		deposit money above mentioned, which d forthwith after tender if the foregoing	
eclined. ddress		d forthwith after tender if the foregoing	offer and deposit is Broker
eclined.		d forthwith after tender if the foregoing	offer and deposit is Broker
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OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff



COUNCIL

Daniel E. Galeski

Donald C. Schultz

Lawrence S. Stec

Ted Miciura Jr. Leonard T. Sabuda

Sheri M. Sutherby-Fricke

JOSEPH PETERSON MAYOR

April 21, 2015

RESOLUTION

Mr. and Mrs John Martin 644 Kings Hwy Wyandotte, Michigan 48192

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

RESOLVED by the City Council that the communications from Mr. and Mrs. Martin and the City Engineer regarding the sale of 17.5 feet of the former 638 Kings Highway are hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission for said sale and hereby refers said request to the City Engineer and Department of Legal Affairs to prepare the proper Purchase Agreement to sell the 17.5 feet to the Martins of 644 Kings Hwy, Wyandotte.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on April 20, 2015.

William R. Griggs

City Clerk

CC: City Engineer, Department of Legal Affairs, Assessor

P30 WCR 644 Kings Highway) LOT 253 AND LOT 254 EXCEPT THE E 17.5 FT EMMON'S ORCHARD 5UB P. C, 113 L38 Former 638 Kings Highway - THE E 17.5 FT OF LOT 254 EMMON'S ORCHARD SUB P. C. 630 Kings Highway - LOT 255 EMMON'S ORCHARD SUB P. C. Lot 5,2e **\$2.**\$ X 102.5 113 L38 P30 WCR Six 113 L38 P30 WCR -35 X102.5



MODEL RESOLUTION:

<u>RESOLUTION</u>			Wyandotte, Michigan	
			Date:	May 11, 2015
RESOLUTION b	y Councilpe	rson		
	ngs Highwa			Purchase Agreement to sell 17.5 feet of Highway, John and Mary Martin, for the
		•	ent of Legal Affairs is heathorized to sign said	ereby directed to prepare the necessary
move the adopti	on of the for	regoing resolution.		
MOTION by Cou	ncilperson_			
Supported by Cou	ıncilperson_			
YE	EAS	COUNCIL	NAYS	
	_	Fricke		
		Galeski Miciura		
	_	Sabuda		
_		Schultz		
	_	Stec		

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11, 2015

AGENDA ITEM

ITEM: Sale of the former 422 Vinewood (9.50 x 140')

PRESENTER: Mark A. Kowalewski, City Engineer and William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski and William R. Look

BACKGROUND: At the April 27th City Council meeting, Council directed the City Engineer and Department of Legal Affairs to prepare the proper Purchase Agreement to sell the 9.50 feet of the former 422 Vinewood to Mr. and Mrs. Naimola. Therefore, attached for your consideration is said Purchase Agreement to sell this property to the adjacent property owner at 412 Vinewood for the amount of \$475.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 75' x 140'.

The current property is zoned RT – Two Family Residential District. If it is the desire of Council to sell this property to Mr. and Mrs. Naimola, the property should be rezoned to RA – Single Family Residential District which would preclude the property from being converted into a two-family rental. Attached is a rezoning application for your consideration.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward the rezoning application to the Planning Commission for the required public hearing and once approved, a closing will be scheduled.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: SOupdal

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: Jasepe R Peterson

LIST OF ATTACHMENTS: Sales Agreement, Map, Rezoning Application and Council Resolution dated April 27, 2015

LOOK, MAKOWSKI and LOOK ATTORNEYS AND COUNSELORS AT LAW PROFESSIONAL CORPORATION

PROFESSIONAL CORPORATION 2241 OAK STREET WYANDOTTE, MICHIGAN 48192-5390

William R. Look Steven R. Makowski

Wyandotte

(734) 285-6500 FAX (734) 285-4160 OFFER TO PURCHASE REAL ESTATE

Wayne

the west 9.50 feet of the east 25 feet of Lot 10 Block 120, Plat of Part of Wyandotte as recorded in Liber 1, Page 295, WCR being

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

Richard W. Look (1912-1993)

City
XXXXXXXXX of
XXXXXXX

County, Michigan, described as follows:

fixtures, shades,	the <u>Former 422 Vinewood</u> Street, together with all improvements and appurtenances, including all lighting Venetian blinds, curtain rods, storm windows and storm doors, sereens, awnings, TV antenna, gas conversion if any, now on the premises, and to pay therefore the sum of <u>Four Hundred Seventy-Five Dollars and 00/100</u>
(\$475.00) Dollar	s, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the
following condit	ions; THE SALE TO BE CONSUMMATED BY: Paragraph A
	(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	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 be will immediately apply for a
Mortgage	mortgage in the amount of \$, and pay \$ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in each or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by
Mortguge	upon which there is unpaid the sum of approximately Dollars,
	with interest at per cent, which mortgage requires payment of Dollars
	on the day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on	D. Payment of the sum of
Land Contract	in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within years from the date of Contract in monthly payments of not less than Dollars each, which include interest payments at the rate of per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above ser forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Tüle	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of title Insurance in ar amount not less than the purchase price, bearing date later than the acceptance bereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
Time of Closing Purchaser's Default	3. If this offer is accepted by the Seller and Purchaser and if ritle can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Tiue Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance bereunder, 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	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: None
	If the Seller occupies the property, it shall be vacated on or before closing From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of NA per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of NA
l l	as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Sciller the unused portion as determined by date property is vacated and keys surrendered to Broker.

		IF NOT UNDERSTOOD SEEK COMPE	
Taxes and	paid by the Seller. Current taxes, if any,	ave become a lien upon the land at the date of sball be prorated and adjusted as of the date of	of closing in accordance
Prorated Items		scal Year" "Due Date." If left blank, Fiscal property is located. Interest, rents and water t	
Hems	adjusted as of the date of closing. Due de		oms shall be prorated and
	8. It is understood that this offer is irr	evocable for five (5) days from the date hereo	f, and if not accepted by
	the Seller, the Purchaser agrees to compl	hall be returned forthwith to the Purchaser. It ete the purchase of said property within the ti	
Du a hami'a	Paragraph 3. 9. The Seller is hereby authorized to a	accept this offer and the deposit of 0.00	Dallers may be held to
Broker's Author-		ot. 13. (i) and applied on the purchase price if	
Ization			
It is expr to complete the p	urchase of the property described herein or	er provisions of this contract, the Purchaser sk to incur any penalty by forfeiture of earnest a a written statement issued by the Federal Hou	money deposits
which statement t available to the Se this contract with	eller. The Purchaser shall, however, have to out regard to the amount of the appraised v	e insurance purpose of not less than \$	h the consummation of issioner.
of \$		t of the executors, administrators, successors	
the respective par	ties.		-
premises and is sa The closing	atisfied with the physical condition of struc of this sale shall take place at the office of	owledges THAT HE HAS EXAMINED THE tures thereon and acknowledges the receipt of the City Engineer, 3200 Biddle Avenue, W However, if a new mo	f a copy of this offer. Yandotte, MI rtgage is heing applied
		ortgage company from which the mortgage is	
		upon the following: 1.City Council approva urchaser known as 412 Vinewood. 3. Purcha	
closing fees include	ding, title premium, Wayne County Fee of	\$150,00 and recording fees. Closing fees wil	l be due at time of
		n. 5. Sale contingent upon property being pur rezoning to RA – Single Family Residential	
CHEC	K BOX IF CLOSING FEE OF \$200.	00 IS TO BE PAID BY PURCHASER	is required.
IN PRESENCE OF	F:	Jan Cumol	L. S.
		Dan Naimola	Purchaser
			L. S
		Catherine Nalmola	Purchaser
Dated 5	1615	Address 412 Vinewood, Wyandotte,	Michigan 48192
Datea	<u> </u>	Phone:	-
Paragraphs 8 and 9	from the above named Purchaser the deg 9 above, or will be returned forthwith after	WLEDGMENT OF DEPOSIT posit money above mentioned, which will b tender if the foregoing offer and deposit is de	e applied as indicated in sclined.
Address		_	Seller
Phone	tive sale on a basi	By: s with	
This is a co-operat	tive sale on a basi	s with	·
	ACCEPT	ANCE OF OFFER	
TO THE ABOVE I	NAMED PURCHASER AND BROKER:		
The foreg	going offer is accepted in accordance with t	he terms stated, and upon consummation Sell	
of the sale price), unconsummated, a to perform the con Seller agrees that of	which shall be due and payable at the time at the time of Seller's election to refund the aditions of this offer; provided, however, the	set in said offer for the consummation of the deposit, or of Seller's or Purchaser's failure, nat if the deposit is forfeited under the terms as of the amount of the full commission) sha	sale, or if , inability or refusal of said offer, the
By the ex	ecution of this instrument, the Seller acknowledge	owledges the receipt of a copy of this agreeme	ent.
		CITY OF WYANDOTTE:	
IN PRESENCE O	OF:		
			L. S .
		Joseph R. Peterson, Mayor	
			L s.
		William R. Griggs, City Clerk	
		Address 3200 Biddle Avenue, Wy	andotte
Dated:		Рһопе734-324-4555	
	PURCHASER'S REC	EIPT OF ACCEPTED OFFER	_
	PURCHASER'S REC	EIPT OF ACCEPTED OFFER of the Scller's signed acceptance of the forego	oing Offer to Purchase.





412 Vinewood LOT 9 ALSO E 15.5 FT OF LOT 10 PLAT OF PART OF THE CITY OF WYANDOTTE, BLOCK 120 T3S R11E, L1 P295 WCR – MR. AND MRS. NAIMOLA'S PROPERTY – Lot Size 65.50' x 140'

422 Vinewood - W 9.5 FT OF E 25 FT OF LOT 10 PLAT OF PART OF THE CITY OF WYANDOTTE, BLOCK 120 T35 R11E, L1 P295 WCR - CITY OWNED PROPERTY - Lot Size 9.50' x 140'

428 VINEWOOD - W 25 FT OF LOT 10 E 20 FT OF LOT 11 PLAT OF PART OF THE CITY OF WYANDOTTE BLOCK 120 T3S R11E, L1 P295 WCR - MS. MURRAY'S PROPERTY - Lot Size 45' x 140'



h/rezon.doc

Residential: \$200.00 Commercial: \$300.00 Plan Development \$1,000.00

CITY OF WYANDOTTE 3200 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:

The Honorable Mayor and City Council.		
I (We), the undersigned, hereby petition the City zoning map as hereinafter requested, and in sup		
The property sought to be rezoned is located at	412 and Former 422 Vinew	ood between 4th
and 5th on the north N-S-E-W	side of the street, a	nd is known as lot(s) number
of All of Lot 9 and all of Lot 10 except the	w 25' of Lot 10 Block 120 Pa	art of Wyandotte Subdivision,
Lot Size 75' x 140'		
The property is owned by:		* *
NameCity of Wyandotte/ Dan & Catherine Naimola	_ Street Address	3200 Biddle/412 Vinewood
City Wyandotte		Zip <u>48192</u>
Phone # 734-324-4555		
PRESENT ZONING: RT - Two Family Residential Di	strict REQUESTED ZO	NING: RA-Single Family Res.
It is proposed that the property will be put to the		Family Dwelling
Te is proposed that the property will be put to the		_
REQUIRED FOR P-1 or RM-1A Attached hereto are three (3) prints of a sand the intended layout. These prints are made		
OPTIONAL I (We) attach a statement hereto indicating for the preservation and enjoyment of substantial detrimental to the public welfare, or to the property of the prope	property rights, and w rty of other persons loca	hy such change will not be
Signature of Applicant:	Address:	-

Receipt #	Date:	6-1.5
Engineer's Signature	nl-	

MODEL RESOLUTION:

<u>RESOLUTION</u>		Wyan	dotte, Michigan	
RESOLUTION by Council	person	Date:	May 11, 2015	
			furchase Agreement to sell 9.5 Ir. and Mrs. Naimola, for the	
BE IT FURTHER RESOLV			operty known as former 422 g; AND	
BE IT FURTHER RESOLV documents and the Mayor a			ereby directed to prepare the	necessary
I move the adoption of the	foregoing resolution.			
MOTION by Councilperson	n			
Supported by Councilperso	n			
<u>YEAS</u>	COUNCIL	<u>NAYS</u>		
	Fricke Galeski			
<u> </u>	Miciura Sabuda			
	Schultz			

Stec

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

AGENDA ITEM#

MEETING DATE: May 11, 2015

ITEM: Commercial Redevelopment District – 2948-54-58 Biddle Avenue

PRESENTER: Todd A. Drysdale, City Administrator Soupdal.

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, a public hearing has been scheduled on **May 11**, **2015**, to consider establishing a Commercial Redevelopment District for the property at 2948-54-58 Biddle Avenue. This action was initiated by the request of the property owner (see Attachment).

Establishing the District is the first step in the process. The next step involves the property owner filing an application for a commercial facilities exemption certificate (CFEC), which is subject to approval by the Mayor and City Council. The application would include detailed information on the proposed use, construction activities, estimated costs, a construction time schedule, and economic advantages expected from the project.

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

ACTION REQUESTED: Approve the attached resolution establishing the Commercial Redevelopment District as proposed.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: AND .

LIST OF ATTACHMENTS: 1. Proposed Resolution

2. Request from property owner to establish Commercial Redevelopment District

3. Commercial Redevelopment Act – MEDC Summary

4. List of Commercial Redevelopment Districts and CFECs approved by the City

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

Wyandotte, Michigar	
, 2015	

RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

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

WHEREAS, **AKAJ LLC**, **also known as Total Health Foods**, has filed a written request with the clerk of the City of Wyandotte requesting the establishment of the Commercial Redevelopment District for property at **2948-54-58 Biddle Avenue** located in the City of Wyandotte hereinafter described; and

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

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

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

WHEREAS, on **May 11, 2015**, a public hearing was held and all residents and taxpayers of the City of Wyandotte were afforded an opportunity to be heard thereon; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wyandotte that pursuant to the provisions of Act 255, **Commercial Redevelopment District No. 15** is hereby established for the property at **2948-54-58 Biddle Avenue**, said property more fully described as:

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

LAND IN THE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

2948 Biddle Avenue S 1/2 OF LOT 4 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 57 T3S R11E, L57 OF DEEDS P5 WCR Parcel Number: 82 57 011 08 0004 002

2954 Biddle Avenue N 21.50 FT OF LOT 5 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 57 T3S R11E, L57

OF DEEDS P5 WCR

Parcel Number: 82 57 011 08 0005 001

2958 Biddle Avenue S 28.50 FT OF LOT 5 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 57 T3S R11E, L57 OF DEEDS P5 WCR Parcel Number: 82 57 011 08 0005 002

I move the adoption of the foregoing resolution.

MOTION by Councilmembe	r		
SUPPORTED by Councilme	ember		
<u>YEAS</u>	COUNCIL	NAYS	
	Fricke Galeski Miciura Sabuda Schultz Stec		
	ARSENT		

7015 APR 17 P 2: 16

March 24, 2015

The Honorable Mayor Joseph R. Peterson And City Council 3200 Biddle Avenue Wyandotte, MI 48192

Re: Request to Create a Commercial Redevelopment District for Property at 2948-54-58 Biddle Avenue (former location of Gail's Office Supplies)

Dear Mayor and Members of Council:

To assist with redeveloping the property at 2948-54-58 Biddle Avenue, we're requesting the creation of a Commercial Redevelopment District.

Establishing the District will allow an application for a Commercial Facilities Exemption Certificate to redevelop the property. The preliminary plans are to:

- Completely remove all existing interior improvements and renovate the building for use as a holistic health center, nutrition, and food market. The total area of the commercial space will be approximately 9,700 square feet. It's anticipated that the second floors will remain as a residential use.
- Install all new fixed building equipment, including mechanical systems, plumbing, electrical, and fire suppression, as required.
- Preserve the building's traditional appearance as much as possible.
- Invest approximately \$550,000 (not including the acquisition costs).

If the District is established, an application for a Commercial Facilities Exemption Certificate will then be submitted to the Mayor and Council in the near future. Additional information about the proposed project will be submitted along with the application.

Thank you for your consideration of this request. If you have any questions, please contact us.

- Annello Crossman

Sincerely,

Kathleen Gunther, Janette & Annette Crossman, Alice Huang

Total Health Foods/AKAJ LLC

2938 Biddle Avenue Wyandotte MI 48192

Phone: (734) 246-1208



COMMERCIAL REDEVELOPMENT ACT

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

WHO IS ELIGIBLE?

"Local governmental unit" means a city or village.

WHAT IS A REPLACEMENT, NEW AND RESTORED FACILITY?

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

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

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

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

WHAT IS THE PROCESS?

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

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



COMMERCIAL REDEVELOPMENT ACT continued

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

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

COMMERCIAL FACILITIES EXEMPTION CERTIFICATE

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

DETERMINING COMMERCIAL FACILITIES TAX RATE

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

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

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

SUPPORTING STATUTES

PA 255 of 1978-Commercial Redevelopment Act

CONTACT INFORMATION

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

City of Wyandotte, Michigan

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

Web link to State of Michigan Information:

http://www.michigan.gov/taxes/0.1607,7-238-43535_53197-222387--,00.html

District No.	Address	Project Name	Date District Established	Date Certificate Approved (by City)	Number of Years for Certificate	Type of Project	Notes
1	3106 Biddle	Neisner Building	1979	1979	12	Restoration	-
2	2915 Biddle & 2910 Van Alstyne	Domestic Furniture	1979	1980	12 + 2	Restoration	Project Canceled & Cert. Revoked
3	3351 Biddle	D-M Company	1979	1979	12 + 2	New	-
4	3455 Biddle	Harbour Dev. Comp - Portofino Restaurant	1979	1979	12 + 2	New	-
5	1503 Eureka	Royal Brand Meats	1981	1981	12 + 2	Restoration	-
6	4624 - 13th Street	Wyandotte Tobacco & Candy (Schiller)	1981	1981	12 + 2	Restoration	-
7	132 Elm/2958-2960 1st Street	Urban Lanes - Theater & Retail Stores	1981	1981	12 + 2	Restoration	-
8	1722 Biddle	Bar - John C. Kaufman	1983	1983	12 + 2	Replacement	Project Canceled & Cert. Revoked
9	3450 Biddle	Social Security Building	2010	2010	12	New	-
10	122, 126 and 128 Oak Street	Rickles Properties LLC - Captain's Bar	2013	2013	12	Restoration	-
11	3061-63 Biddle	Hotel Sterling - former Sears Building	5/20/13	2013	12 + 2	Restoration	Project Canceled & Cert. Revoked
11	3061-63 Biddle	Roebuck Residential, LLC - former Sears Bldg.	5/20/13	2014	12 + 2	Restoration	For 1st & 2nd floor, basement & roof; NEZ for apartments on 3rd floor
12	3247/3249 Biddle	GLPMR, LLC (Great Lakes Physical Medicine & Rehabilitation, P.C.) - Medical Office & 5 Apartments	2013	6/9/2014	12 + 1	New	-
13	3131-49 Biddle & Adjoining Property to the South	MJC Construction Management - Redevelopment of former Wyandotte City Hall	2014	-	-	New	-
14	3233 Biddle	Alvin's Properties LLC - Redevelopment of former Lichee Gardens into Barbecue Restaurant	6/23/2014	9/8/2014	12+1	Replacement	-
15	2948-54-58 Biddle	Total Health Foods/AKAJ LLC - former Gail's Office Bldg.	Pending	Pending	Pending	Restoration	For first floor & basement

Last revised: April 19, 2015

Maria Johnson

From:

Mayor [mayor@wyan.org]

Sent:

Monday, April 27, 2015 10:57 AM

To:

'Maria Johnson'

Subject:

FW: 2948-54-58 Biddle: CRD Material for City Council Agenda on 5/11/2015 - Information Packet

for your Review and Approval

Attachments: 2948-54-58 Biddle CRD City Admin Rec.pdf

Maria,

Please put this on the agenda for 5/11. Thanks!

From: Todd Drysdale [mailto:tdrysdale@wyan.org]

Sent: Monday, April 27, 2015 10:34 AM

To: 'Joe Peterson'

Subject: FW: 2948-54-58 Biddle: CRD Material for City Council Agenda on 5/11/2015 - Information Packet for

your Review and Approval

For signature and then to Clerk for 5/11/15 meeting.

From: Joseph Voszatka [mailto:jmvoszatka@wyan.orq]

Sent: 5unday, April 19, 2015 4:57 PM

To: Todd Drysdale **Cc:** Steve Fappas

Subject: 2948-54-58 Biddle: CRD Material for City Council Agenda on 5/11/2015 - Information Packet for your

Review and Approval

April 19, 2015

Dear Todd:

Attached are the following documents for establishing the CRD for the project. FYI, I am working with Steve Fappas to train him to help me with projects, and he will be working with me on this and future projects. He has met you a couple times over the years through the Wyandotte Jaycees, etc.

- 1. A draft agenda packet of all items as a PDF.
- 2. Draft City Administrator "Request for Council Action" and model resolution as Word documents in case you'd like to make any changes.

Also:

- 3. The public hearing notice in the News Herald will be published on Wednesday, April 29, announcing a public hearing on May 11. And a certified letter will be sent to the property owner/applicant.
- 4. Once the material is acceptable to you, please forward to the City Clerk so that it may be considered at the Council meeting on May 11, 2015.

Please contact me if you have any questions. Thank you for your assistance.

Sincerely,

Joe

Joseph M. Voszatka, President SMOOTH Development, LLC 3166 Van Alstyne St. Wyandotte, MI 48192

Mobile: 734-301-1282

E-mail: jmvoszatka@smoothdevelopment.com or jmvoszatka@wyan.org

Web: <u>www.smoothdevelopment.com</u>
"So Many Oppartunities On The Horizon"

FINAL Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 633-639 FORD AVENUE FROM NEIGHBORHOOD BUSINESS DISTRICT (B-1) TO GENERAL BUSINESS DISTRICT (B-2)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

The following described property located in the City of Wyandotte, County of Wayne, State of Michigan, and described as follows:

North 250 ft Blk 6 Exc Ely 60 ft thereof also exc Wly 105 ft thereof J.M. Welch's Sub. T3S, R11E, L21, P46.

Known as: 633-639 Ford Avenue

be and is hereby rezoned from Neighborhood Business District (B-1) to General Business District (B-2).

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 28

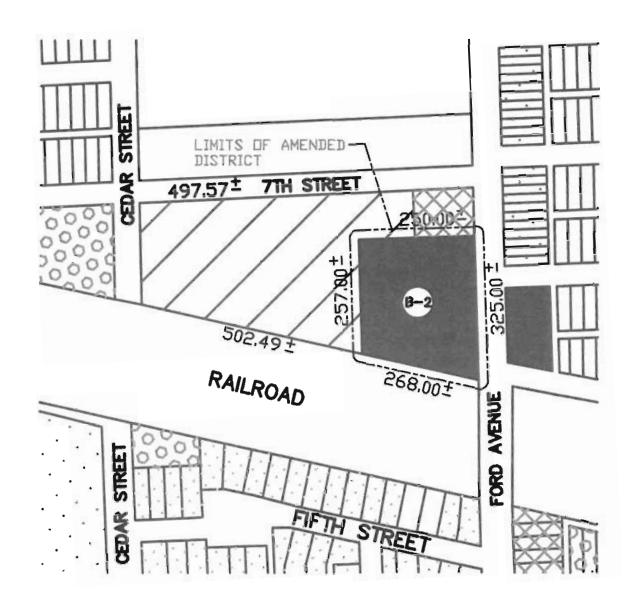
Section 3. Severability.

All Ordinances or parts of Ordinances in conflict herein are hereby repealed, only to the extent to give this Ordinance full force and effect.

Section 4. Effective Date.

This ordinance shall be published along with the notice of adoption in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days after its adoption or seven (7) days after publication whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance, and the place and time where a copy of the Ordinance may be purchased or inspected.

YEAS	COUNCILMEN Fricke	NAYS
	Galeski	
	Miciura	
	Sabuda Schultz	
	Stec	
		Absent:
I hereby approve the a	doption of the foregoing ording, 2015.	nance this day of
	<u>CERTIFICATE</u>	
respectively the Mayor and C the foregoing Ordinance was	JOSEPH R. PETERSON and vity Clerk of the City of Wyand duly passed by the Council of anday, the day of	lotte, do hereby certify that the City of Wyandotte, at a
respectively the Mayor and C the foregoing Ordinance was regular session thereof on Mo	ity Clerk of the City of Wyand duly passed by the Council of enday, the day of	lotte, do hereby certify that the City of Wyandotte, at a
respectively the Mayor and C the foregoing Ordinance was	ity Clerk of the City of Wyand duly passed by the Council of enday, the day of	lotte, do hereby certify that the City of Wyandotte, at a
respectively the Mayor and C the foregoing Ordinance was regular session thereof on Mo	ity Clerk of the City of Wyand duly passed by the Council of enday, the day of	lotte, do hereby certify that the City of Wyandotte, at a, 2015.
respectively the Mayor and C the foregoing Ordinance was regular session thereof on Mo	ity Clerk of the City of Wyand duly passed by the Council of enday, the day of	lotte, do hereby certify that the City of Wyandotte, at a



	RA	ONE FAMILY RESIDENTIAL DISTRICT
	RT	TWO FAMILY RESIDENTIAL DISTRICT
	RM-1	MULTIPLE FAMILY RESIDENTIAL DISTRICT
ರ್ಷನ	RM-1A	MULTIPLE FAMILY RESIDENTIAL DISTRICT
	B-1	NEIGHBORHOOD BUSINESS DISTRICT
199.18	B-2	GENERAL BUSINESS DISTRICT
1111	1-1	NDUSTRIAL DISTRICT



CITY OF WYANDOTTE, AMENDED ZONING MAP	
ORDINANCE NO. DATED	
MÁYOR: JOSEPH R. PETERSON	
CLERK: WILLIAM R. GRIGGS	

Frak Reading

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND SEC. 25-136(a) ENTITLED 'POSSESSION, USE; PROHIBITED GENERALLY' CODE OF ORDINANCES OF THE CITY OF WYANDOTTE"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of Sec. 25-136. Possession, use; prohibited generally.

No person shall possess, sell, offer for sale, deliver, distribute, administer, dispense, prescribe, or give away any narcotic drug or other controlled substance, as defined in Act 368 of the Public Acts of 1978, as amended [MCL § 333.7101 et seq]. However, the provisions of this section restricting the possession of any controlled substance, empty gelatin capsule or hypodermic syringe, needle or other implement or instrument adapted to the use of such a substance by means of subcutaneous injection, or intracutaneous injection or any other manner or method of introduction shall not apply to common carriers or warehousemen or their employees engaged in the lawful transportation or storage of such controlled substances, syringes, needles or capsules, or to public officers or employees while engaged in the performance of their official duties, or to temporary incidental possession on the part of the employees or agents of persons lawfully entitled to possession.

Section 2. 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 3. Effective Date.

This Ordinance takes effect fifteen (15) days from the date of its passage and a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

YEAS	COUNCILMEN	NAYS
	Fricke	
	Galeski	
	Miciura	

	Sabuda Schultz Stec
	Absent:
I hereby approve the acday of May, 2015.	doption of the foregoing ordinance this
	CERTIFICATE
respectively the Mayor and City Clerk	I R. PETERSON and WILLIAM R. GRIGGS, of the City of Wyandotte, do hereby certify that used by the Council of the City of Wyandotte, at a e day of May, 2015.
Dated: May, 2015	
	JOSEPH R. PETERSON, Mayor
	WILLIAM R. GRIGGS, City Clerk



April 23, 2015

334 Elm | Wyandatte MI 48192 734.285.9840

Honorable Mayor Joe Peterson and Wyandotte City Council Wyandotte City Hall 3200 Biddle Ave. Wyandotte, MI 48192

RE: Use of city parking lot

Dear Mayor Peterson:

The St. Vincent Pallotti Parish Parent's Club is requesting permission to use the city parking lot located at First and Chestnut streets for our fundraising event during the Wyandotte Street Fair. We wish to use the city lot, along with St. Patrick's parking lot to park cars of the visitors to the Wyandotte Street Fair.

We would like to request "No Parking" signs to be placed on the east side of First Street between Chestnut and Superior Street. This will allow for two way traffic to pass. We also observed a traffic back-up on Chestnut between Biddle and 1st street. It would help with traffic flow if there was "no parking" on Chestnut between Biddle and 1st street.

Monies generated from this fundraising event will benefit St. Vincent Pallotti Parish.

Thank you for your consideration. Please let me know if this has been approved, so we can make appropriate arrangements.

St. Vincent Pallotti Parish will abide by all parking requirements put forth by the City of Wyandotte.

Sincerely,

Paula Rice

Co-Chairperson - Vincent Pallotti Parish Parent Club

ranrice@sbcglobal.net

734-748-0998



Polish Legion of American Veterans Charles Wojno Post #7 438 Ford Ave. Wyandotte, Michigan 48192

CHARTERED BY CONGRESS



April 27, 2015

Dear Mayor,

On Monday May 25, 2015 Charles Wojno Post 7 would once again like to sponsor a Parade from Post 7 to Our Lady of Mount Carmel Cemetery where we will participate in a field Mass. A memorial service will follow and placing of wreaths to honor our fallen comrades.

I would like to ask for the city's permission and cooperation in holding this event again this year. We would require Ford Ave. closed from 4th street to the entrance of Mount Carmel Cemetery from 9:15 Am until about 10:00 AM and our return to the Post at about 11:30 AM

We will open the Post at 8:00 A.M. coffee and donuts will be available; at 9:20 a.m. we will assemble on Ford Ave. in front of the Post for the parade. After returning to Post 7 a light lunch will be served.

We would like to extend an invitation to you and the Wyandotte City Council members to join us in this celebration.

Commander

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11, 2015	AGENDA ITEM#
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ITEM: The rezoning of the former McKinley School 640 Plum

PRESENTER: Mark A. Kowalewski, City Engineer; Todd A. Drysdale, City Administrator and Ben Tallerico, City Planner

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, Todd A. Drysdale, and Ben Tallerico

BACKGROUND: The Planning Commission held a public hearing on July 17, 2014, wherein they recommended denying the rezoning request. The City Council took no action on the proposed rezoning request and directed the City Engineer to schedule a public hearing at the Copeland Center to allow Coachlight Properties to present their proposed development and answer the public's questions. The public hearing took place at the Copeland Center on September 24, 2014.

The City's Planning Consultant's recommendation regarding the rezoning is attached.

The Planned Development District (PD) requires the proposed property owner to apply to the City Council with a preliminary plan of the entire area in such detail to show the land use being requested. The City Council refers this plan to the Planning Commission to hold a public hearing. The Planning Commission reviews said plan and makes recommendation to the City Council. City Council has authority to approve the preliminary plan which is approval of the use and serves as guidance for preparation of a final plan. The final plan is submitted to the City Council for referral to the Planning Commission who then makes a recommendation to City Council. Once City Council approves the final plan, an ordinance is adopted.

Based on the above, the City Council is requested to rezone the property to PD.

STRATEGIC PLAN/GOALS: We are committed to maintaining and developing excellent neighborhoods by utilizing vacant school properties and other space to add age-appropriate public amenities to residential areas and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructure in residential areas.

ACTION REQUESTED: Approve the application for rezoning for the former McKinley School, 640 Plum Street, from RA (Single Family Residential District) to PD (Plan Development District) and refer same to the Legal Department to prepare the proper ordinance amendment.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Future taxable value in the City including TIFA.

<u>IMPLEMENTATION PLAN:</u> Authorized the Legal Department to prepare the Ordinance and proceed with first and final readings.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: Soupdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST	OF	AT	TACHME	NT	S:

- A: Planning Commission Minutes of July 7, 2014
- B: City Council Resolution of July 21, 2014, no action on rezoning schedule public hearing at Copeland Center.
 C: Minutes of Public Meeting at Copeland of September 24, 2014
- D: Ben Tallerico, City's Planning Consultant recommendation

Stec

RESOLUTIO	<u>N</u>			1.7	dotte, Michigan May 11, 2015
RESOLUTIO	N by Councilp	person			
Administrator	LVED BY THE and City Plan ed and placed	mer regarding the rez	OUNCIL that the communication for oning of the former McKinley Sc.	rom the	e City Engineer, City te at 640 Plum Street is
Administrator	and City Plan	ner and refers the rez	cur with the recommendation of the coning from RA (Single Family Respare the proper ordinance.	he City esidenti	Engineer, City al District) to PD (Plan
I move the ad	loption of the f	foregoing resolution.			
MOTION by	Councilperson				
	<u>YEAS</u>	COUNCIL Fricke	<u>NAYS</u>		
		Galeski	_		
		Miciura Sabuda			
		Schultz			

City of Wyandotte PLANNING COMMISSION Minutes of the Thursday, July 17, 2014, Meetieng 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 app rove the minutes of the Meeting of June 19, 2014. MOTION PASSED.

OLD BUSINESS:

PUBLIC HEARING #306 – Request from City of Wyandotte (Owner) and Jonat han 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 McKirpley 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 ne ighbors 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 adj ourn 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 soing 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 Zon ing.

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 Hacselbach, 446 Cherry, Wyandotte, present

Mr. Hacselbach stated that he is opposed to the rezoning he sees no benefit to the neighborhood. Mr. Hacselbach 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 Ne ighbors 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.

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 McKinle 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.

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,

Shamie Root

name Root

Carre Do



OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff CITY ASSESSOR



Ted Micium Jr. Leonard T. Sabuda Donald C. Schultz Lawrence S. Stec

Sheri M. Sutherby-Fricke

COUNCIL

Daniel E. Galeski

JOSEPH PETERSON MAYOR

July 22, 2014

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

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

RESOLVED by the City Council that no action be taken concerning the proposed rezoning of the property located at the former McKinley School site until the public hearing as required by the letter of intent entered into between the City and Coachlight Properties is held. BE IT FURTHER RESOLVED that the City Engineer schedule a public hearing at the Copeland Center to allow Coachlight Properties to present their proposal and answer the public's questions.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

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

Deputy City Clerk

CC: Coachlight properties; Planning Commission/City Engineer

OFFICIALS

Thomas Woodruff CITY ASSESSOR

William R. Griggs CITY CLERK

Todd M. Browning TREASURER



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

JOSEPH R. PETERSON MAYOR

July 21, 2014

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

RE: McKinley School Site

Gentlemen and Madam:

Due to the recent questions and concerns that were discussed at the July 17, 2014 Planning Commission Meeting regarding the McKinley School site, I am requesting your approval that all discussions regarding this development be held in abeyance until the proposed developer, Coachlight Properties, schedules a public meeting with the residents of the McKinley neighborhood, as per the Letter of Intent. I am proposing that this meeting take place at the Copeland Center for a date and time to be determined. This meeting is imperative so that residents can get their questions answered.

Further, the City Engineer should be present at this meeting. The Mayor and City Council should also be invited to attend.

Thanking you in advance for your support.

Sincerely,

Joseph R. Peterson Mayor Minutes of September 24, 2014 McKinley School Meeting - Copeland Center Altochment C

Page 1 of 5

Key: A - Audience D

D – Developer (Joe DiSanto & Timothy Morgan)

C - City Official (Mark Kowalewski)

C - The meeting was called to order at 6:30 p.m. Introductions were made which included the following elected officials:

Councilman Galeski

Councilman Sabuda

Councilman Stec

Councilman Miciura

Councilwoman Fricke

Mayor Peterson

Members of the Zoning Board of Appeals

Members of the Planning Commission

Developers - Joe DiSanto, Coachlight Properties, LLC and Timothy Morgan, Jonesboro Investments, Inc.

C – The Planned Development Zoning was explained along with the process which is what the City was trying to accomplish by rezoning the McKinley School Property.

D – Explained their proposed project – approximately 90 units, will be remodeling a portion of the existing school and constructing two (2) wings along 6^{th} and 7^{th} Streets. The units will be 1 and 2 bedroom for senior living which is persons of the age of 55 and over. There will be no subsidy. Investment is approximately \$7 million.

A - Indicated that there is a development in Ypsilanti that converted an existing school into senior housing and it looks very nice. Asked why the entire McKinley School building can't be rehab.

D – The physical building was built in 1924 and the thickness of the walls would make it difficult to install the mechanicals and electrical required to convert to residential uses. Further, the efficiency of the building would not be that good. They indicated that they would review this development to gather additional information.

A - Asked about parking.

D – There would be 95 parking spaces for the building and they feel that is sufficient. **Jo**nesboro Investments, Inc. general experience is that 1 parking space per unit is sufficient.

A – Stated today's senior are more active and more parking is needed?

D – Perhaps 1.5 vehicles is needed or an extra 50 cars. The Phase I and Phase 2 process would determine this. Each project could be different; the reason for meeting is to determine things such as number of parking spaces needed.

A - What if the use of the property changes and it is no longer used as a senior living building what insurances do the residents have that the building will not change into an apartment.

D – They would sign a covenant that would not allow any use changes to the building.

A – What about parking on the street and traffic flow.

D – They would allow for parking on the site and they would encourage occupants to utilize that parking not the street.

A - Audience

D - Developer (Joe DiSanto & Timothy Morgan)

C - City Official (Mark Kowalewski)

- A He does not want to see City turn into "Rental Unit City".
- D They would not object to a restriction to the deed. Each rental unit would permit two (2) people that are related. This is senior living project with full time care taker, community room and activities planned.
- A Did not like the concept as rental units in the McKinley Area. 27 single family homes could be built if the school was removed. Asked who is in favor of this project. The Planning Commission voted no as a recommendation for rezoning.
- D If the City were to sell for 27 single family homes, the City would have no control over those 27 homes from becoming rentals.
- A But it would only be 27 rental units not 90 units. What about making the units condos?
- D-27 homes would eliminate the park, we are proposing to upgrade the park and this is a quality project with high demand. There is no demand for condos.
- C If the park stays then there would be property for 14 single family homes. With 27 homes, the park would be gone.
- A What is the age of the seniors that can live in the unit.
- D-55 or older
- A The property in its current state looks bad, the grass is high and the park is not taken care of. This project is better then what is currently there.
- D This is just the beginning, we only have a Letter of Intent with the City, a Purchase Agreement and architect plans still need to be developed. Further, all this will take a vote of the City Council.
- A Question was raised about the environmental issues when demolishing the property.
- C The asbestos has been removed by the School District. The environmental reports are available for viewing. The estimated cost to remove the building is approximately \$500,000.
- A The City has done a bad job keeping the property maintained. Also, what is the effect if these units do not rent.
- D Feel these units will rent well or we would not be proposing the project. His current vacancy rate is 7%. With the rehab of the building this will be a good impact on the neighborhood. The long term value on the neighborhood will be positive.
- A Would like to see what impact 90 rental units will have on the neighborhood. There will be additional traffic and parking on the streets.
- D The traffic will be off peak because the seniors are on a different schedule and historically, it has been their experience that these types of projects do not have parking issues on the street. There would be 2 adults per unit and the development will offer guest parking on site. If there is a concern by the City, additional parking could be developed.

A - Audience

D – Developer (Joe DiSanto & Timothy Morgan)

C - City Official (Mark Kowalewski)

- A Moved into McKinley School area 19 years ago and never envisioned apartment at this location, too much traffic which will depreciate the housing values.
- D This development will be good for the City it will increase people in the downtown area.
- A There is a concern that people park to close to the stop signs currently which make it hard to see when you come up to the corners and with additional cars on street this is concern.
- D That is an issue that would need to be addressed by the Police. If there is a parking issue, the answer might be to down scale the units and increase the onsite parking. Our plan is to give the City a better project than what is there. The renderings that were submitted were for discussion and are not architectural renderings. Depending on the outcome of these meetings, the drawings could change. Currently, we are proposing 25% of greenbelt around the building, the park is 1.3 acres, and the park will be preserved. The tennis courts will be preserved if requested. A walking path with a community garden will be added on the site. We would not object to parking streets one-way.
- A Who will maintain the park.
- D Developer would.
- A This development is not for the neighborhood, don't agree with an apartment this is not the vision of the neighborhood. This development will depreciate the property values. There are rentals in the neighborhood that are not kept up. This type of development belongs on Biddle Avenue.
- A Will the 95 parking spaces be developed right away or in phases.
- D The parking would be development as the units are developed. The plan is to do the project in two (2) phases. If phase one is not received well, there would be no phase two.
- A Questioned the convenient parking for the residents. If the entrance is closers to the street everyone will be parking on the street.
- D The convenient parking will be located in the parking lot. The plan for this development is that we do not see people parking on the street to enter the building.
- A What is the time frame for the project.
- D Once all approvals are received, it will take about a year to complete the building.
- A Will there be a security management on site.
- D They will have a management company running the day to day business. But no matter what, the building will be used as a senior living center that use will not change.
- A Asked if the building will have geothermal.
- D- The building will meet the green standards, but we are not at that point in the development phase to say yes or no to geothermal.
- A Audience
- D Developer (Joe DiSanto & Timothy Morgan)
- C City Official (Mark Kowalewski)

- A Agree that use is better than what is there, but there is a concern about the size, looks and the parking. The exterior could be developed to compliment the neighborhood and the building could be broke up. A smaller development would help with the parking.
- A Asked if there was other developers interested in the property.
- C There was another developer who wanted to build additional buildings on the site, remove the park area, the units would be for low to moderate income tenants, and it would be non-taxable. This was not a desirable project.
- A An occupied project is much better than a vacant building. The proposed additions to the building along 6th and 7th Street should be looked at it should be broken up which might bring higher rent then one big building. Eliminate large building along 7th Street.
- A Not interested in this type of project, we only want to see single family homes built on this site.
- A St. Helena's looks bad.
- A What is the next step to this project.
- D We would need to see if this project is worth wild in moving forward as far as the development goes.
- C The rezoning is the next step for the City. The City Council will need to consider if the property should be rezoned to PD zoning.
- A Has this developer developed this type of project anywhere else.
- D Yes we have 33 properties in 7 states the closest one is in Monroe. There are 77 units at that location.
- A What if this does not go well financially.
- D We would take money from one site that is doing well and use it at the site that needs the funding.
- A What if property is sold, what then.
- D Yes, it could be sold. Any buyer would have to agree as a successor owner to keep it a senior project. New buyer would have to accept the deed restriction as a senior project. This protection would be on title work and recorded against the property.
- A An occupied project much more valuable than vacant run down project.
- D Definitely agree with this opinion.
- A What is the size of the units.
- D Generally they are 1-bedroom 700-825 square feet; 2-bedroom 975 to 1,000 square feet.
- D A market study will need to be done and that will determine the size of the building and what make sense financially and for the neighborhood.
- A Audience
- D Developer (Joe DiSanto & Timothy Morgan)
- C City Official (Mark Kowalewski)

- A What is long term impact on values?
- D There would be no negative impact. There vacancy experience is very good at approximately 7%.
- A Who would do maintenance of Park?
- D Developer would agree to provide maintenance as part of Agreement.
- A What is time line?
- D This project is a long way off. The developer would next have to enter into a Purchase Agreement.
- A Why not do plan with fewer units?
- D We will have to conduct a Market Study and this will assist in determining the number of units.
- A This project is better than a bad school.
- D This senior project versus a school is integrated much better. The green space will be enhanced and be very much an upgrade.
- A A Community Garden is my suggestion. Do it right would be great. What are names of other projects?
- D Closest is 74 units in Monroe. 1235 South Monroe Street. There are gardens on some properties cared for by tenants.
- A The auditorium is beautiful. I am glad this will be saved with this project.
- A The project is zoned 1-family. City rules need to be enforced such as weeds, graffiti, parking and animals running loose. Could see how Management Company overseeing maintenance would be better. Other senior buildings are maintained beautifully.
- A Graffiti is bad. Vacant building is bad for neighborhood think this is a great idea.
- A Put in a community center.
- D Would consider using auditorium for possible public use.
- A What happens now?
- C The next step is for the City Council to determine if the property should be rezoned. If rezoned, the developers will need to proceed with development documents and follow the PD requirements.
- A What if this developer does not follow through?
- C Property would stay PD zoning if approved by City Council.
- D Thanked everyone for their input.

Meeting adjourned at 8:20 p.m.

Attached the sign-in sheet.

- A Audience
- D Developer (Joe DiSanto & Timothy Morgan)
- C City Official (Mark Kowalewski)

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mbyrne Cinagesofshylebynanica.com	SMIELLOEWY AN. DEG	1 NAKUNTA YAHOO.COM	McKinley Place - September 24,2014 - Neighborhood Meeting



planning re

Landscape Architecture Planning, Engineering & Environmental Services

Date:

03.10.2015

From:

Benjamin J. Tallerico, AICP, HDFP, NCI, FBCI

To:

Mark A. Kowalewski, PE

City Engineer City of Wyandotte 3200 Biddle, Suite 200 Wyandotte, MI 48192

Project:

640 Plum Street

Rezoning Request for the above noted parcel

Remarks:

Section 1: Background

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).

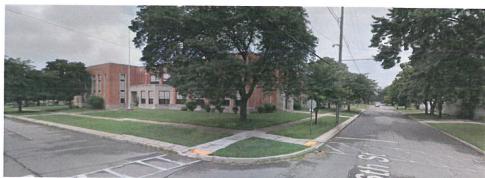


Photo credit: Google Maps

Applicant's Status:

The City of Wyandotte owns the lots and is requesting the rezoning on behalf of the proposed developers.

Applicant's Request:

The applicant is requesting reclassification of their lots from their present Single Family Residential District (RA) to Plan Development District (PD).



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Purpose of Request:

The applicant wants to market the properties for additional uses as permitted by a PD District.

Site Size and Location:

The lot is a full city block, from 6th to 7th street, approximately 35**O** feet wide. It also has a depth of approximately 520 feet. The lot has frontage along the north side of Plum Street and extends northward to the alley between Cherry and Pine Streets.

Existing Land Use and Zoning:

Existing land use and zoning around the subject properties is outlined below.

<u>Direction</u>	Existing Land Use	Zoning
North	Single Family Residential District	RA
East	Single Family Residential District	RA
South	Single Family Residential District	RA
West	Single Family Residential District	RA

Master Plan Recommendation:

The City's adopted Master Plan for Future Land Use Map proposes the subject properties as Schools, and the surrounding parcels as low density residential.

Analysis:

When the current master plan was developed, it was decided that the subject parcel would remain as Schools.

Changes in the economy have brought modifications to the buying habits of homeowners. The depression in the housing market has greatly reduced the purchase price of many stand alone single-family homes. This has decreased the demand for single-family units and diminished the need for this type of housing in many areas. This has been borne out by the 2010 Census. In addition, data from the Southeast Michigan Council of Governments (SEMCOG) concurs with the challenges of single-family housing development in Wyandotte; SEMCOG data showed a drop in population from 2000 to 2010 and predicts a continued drop in population in 2020, 2025, and 2030.

Single-family home permits have also been significantly less than before the great recession. Between 2000-2005 the high was 38 permits in 2003 and the low was 16 in 2000. From 2006 to 2015 the City has never been more than the least amount between 2000 -2005. Additionally there were only 6 home permits issued in 2014 and none so far in 2015. And every year since 2007 the City has demolished more homes than it has built.

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School age children in Wyandotte have decreased, causing school closings, and SEMCOG predicts children aged 5-17 will continue to decrease by over 25% from 2010 -2030.

Census data showed that all four age groups between 65 and 84 years old (65-69, 70-74, 75-79, and 80-84) have increased between 2000-2010.

The parcel is surrounding by residential development.

Conclusion

From the foregoing information we have concluded that from a planning perspective consideration should be given to a master plan and zoning change for the lots from Schools and Single-Family to PD Planned Development. Our conclusion is based on the following determinations:

- Though inconsistent with the Future Land Use Recommendations of the City of Wyandotte Master Plan, there is no demand for additional schools in this area and a reclassification of the future use to a PD would allow for single-family homes, condominium projects and other uses.
- 2. Rezoning the parcel from single-family residential to PD to allow for a housing development would be consistent with the use of the site as a school in terms of traffic, parking, and general activity.
- 3. Population and single-family housing units have decreased, and the analysis continues to anticipate future decreases.
- Changes in the economy and demand for single-family has greatly diminished in recent years making the potential of this site for a single-family development much less than were it was originally planned for single-family.
- 5. There appears to be a market for senior housing developments due to the increase in people aged 65-84 in Wyandotte.
- 6. PD districts allow for flexibility, creativity, advance smart growth/sustainability planning, and broader housing options.
- 7. Abandoned/vacated school sites have proved challenging for redevelopment in many communities. PD districts allow flexibility providing a greater chance of these sites becoming active again.
- 8. Developing that parcel as senior housing would not be inconsistent with the surrounding area.

Beckett&Raeder

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Landscape Architecture Planning, Engineering & Environmental Services

We will be prepared to discuss the foregoing comments with you in greater detail at your convenience.

RES	OLU	TION

Wyandotte, Michigan Date:

RESOLUTION	N by Councilp	person		
BE IT RESOL Administrator hereby receive	and City Plan	ner regarding the re	COUNCIL that the communication from the City Engineer, City ezoning of the former McKinley School Site at 640 Plum Street	is
Administrator	and City Plan	ner and refers the re	oncur with the recommendation of the City Engineer, City ezoning from RA (Single Family Residential District) to PD (Planepare the proper ordinance.	an
I move the add	option of the f	oregoing resolution	1.	
MOTION by C	Councilperson			
Supported by (Councilperson			
	<u>YEAS</u>	COUNCIL Fricke Galeski Miciura Sabuda Schultz	NAYS	

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: May 11, 2015

AGENDA ITEM #____

ITEM: File #4630 Qualifications for Redevelopment of McKinley School

PRESENTER: Mark A. Kowalewski, City Engineer and Todd A. Drysdale, City Administrator

<u>INDIVIDUALS IN ATTENDANCE:</u> Mark A. Kowalewski, Todd A. Drysdale, Giuseppe DiSanto and Tim Morgan

BACKGROUND: At the June 2, 2014, City Council meeting a Letter of Intent (LOI) was approved with Coachlight Properties for the sale for the former McKinley School Site, 640 Plum Street. The LOI indicates Coachlight Properties will request the City to pursue rezoning of the property to Planned Development (PD). There is a separate agenda item regarding the rezoning. During the public meeting at the Copeland Center on September 24, 2014, one (1) audience participate indicated that there is a development in Ypsilanti that converted an existing school into senior housing and it looks very nice. This comment resulted in Coachlight Property representatives, City Staff, Planning Commission Members and some City Council Members to visit Cross Street Village in Ypsilanti. All Council Members were invited to view this property. Attached is a pamphlet from this redevelopment. In addition, pictures will be shown during the Council meeting of this development. An additional public meeting was held on April 22, 2015, to review Coachlight Properties revised proposal. Attachment C is a summary of this meeting.

Based on visits to Cross Street Village and the public hearing at Copeland Center, Coachlight Properties desires to amend their LOI to include the following changes:

PROPOSED

- a. Existing building will be maintained
- b. Number of units will be reduced to 70
- c. Parking will be provided at a rate of 1.5 parking spaces per unit
- d. Any additions to the building will be of same architectural style as existing building
- e. LOI will expire six (6) months after rezoning to Planned Development (PD) is approved with option to extend monthly for an additional six (6) months at \$6,000

CURRENT

- a. Demolition of east and west portion of building. Keeping gym, auditorium, community space, library, kitchen, support offices and remodel for four (4) units
- b. Total 91 units (new three story 60 unit building on west side, new three (3) story 27 unit building on east side and four (4) remodeled units)
- c. 95 Parking spaces provided or one (1) parking space per unit
- d. LOI silent on architectural style although City Council has review via Planned Development Zoning requirements
- e. Expires after six (6) months

Three (3) options are included in this communication for this property (attached). First Option is to redevelop the property for market rate apartments for seniors (55 years or older). Second Option is the demolition of building and sale of vacant property for the construction of single family homes. Third Option is no action or leaves the building "as is".

The First Option would generate revenue of approximately \$171,000 per year in taxes. The Second Option would require additional investment on the City's part of at least \$632,000 to demolish the school and provide infrastructure improvements. Annual taxes would be between \$45,000 and \$70,000 annually.

There currently is a diminished interest in the building of new single family homes as evidenced by the City's current inventory of 70 lots for sale. The Third Option is to do nothing. This creates continued maintenance costs of approximately \$23,590 annually. This creates an atmosphere of blight which increases crime and lessens property values.

A competent successful developer has submitted a proposal to redevelop this school in accordance with the First Option. Their proposal has been amended to accommodate the input from the neighborhood. In addition, the neighborhood will have various opportunities to continue to provide input on this development. A Sales Agreement would need approval by City Council to proceed beyond the LOI. The Planned Development Zoning requires a preliminary and final plan to be submitted to the Planning Commission for recommendation and approval by the City Council. This is at least five (5) opportunities for the public to provide additional input.

The attached article indicates there is a need for senior housing with the demand increasing approximately 18,000 units per year nationally.

The recommendation is to proceed with entering into the revised LOI and authorize the Mayor and City Clerk to sign the revised LOI (attached).

STRATEGIC PLAN/GOALS: We are committed to maintaining and developing excellent neighborhoods by utilizing vacant school properties and other space to add age-appropriate public amenities to residential areas and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructure in residential areas.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the revised LOI.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Enter into the revised LOI and work towards the development of Senior Housing.

COMMISSION RECOMMENDATION: N A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Bil Look reviewed : Approved letter of Intent 5/8/15

MAYOR'S RECOMMENDATION: Jaseph R Rotterson

LIST OF ATTACHMENTS:

A: City Council Resolution of June 2, 2014, approval of LOI

B: Pamphlet from Cross Street Village

C: Public meeting at Copland of April 22, 2015

D: Summary of Options

E: Letter from City Assessor regarding potential future taxes

F: Article from Plante Moran regarding senior housing

G: Revised Letter of Intent (LOI)



OFFICIALS

William R. Griggs CITY CLERK

Todd M. Browning CITY TREASURER

Thomas R. Woodruff

Nyandotte

COUNCIL
Sheri M. Sutherby-Fricke
Daniel E. Galeiki
Ted Miciura Jr.
Leonard T. Sahuda
Donald C. Schultz
Lawrence S, Stec

JOSEPH PETERSON MAYOR

June 3, 2014

RESOLUTION

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

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

RESOLVED by the City Council that Council CONCURS with the City Engineer and City Administrator as set forth in their communication dated June 2, 2014 and hereby authorizes the Mayor and City Clerk to sign the Letter of Intent; AND FURTHER grants permission to the City Engineer and City Administrator to continue negotiations with Coachlight Properties, LLC for the sale of the former McKinley School at 640 Plum, Wyandotte.

YEAS: Councilmembers Fricke Sabuda Schultz Stec Mayor Peterson

NAYS: Councilman Miciura

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 2, 2014.

William R. Griggs

City Clerk

CC: City Administrator

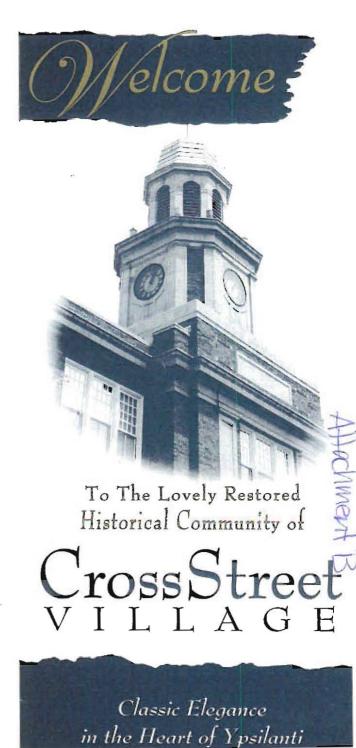


Cross Street Village is located in a residential area with many single family homes, museums, and retail establishments, all within minutes of the community. The ever popular Depot Town Historic District is also nearby, featuring local retailers and shops, an ice cream parlor, many restaurants and a museum.



 $\underset{\text{V I L L A G E}}{\text{CrossStreet}}$

210 West Cross Street Ypsilanti, Michigan 48197





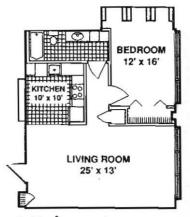
CrossStreet

Your Home in a Community of Friends!

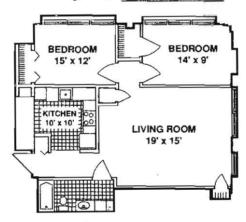
A luxury community of apartment homes designed to fit every lifestyle of people 55 and older!

Centrally located in the heart of Ypsilanti, formerly the original Ypsilanti High School, this lovely three-story building has been carefully remodeled under the historic guidelines preserving and incorporating much of the architecture from the early 1900's.

At Cross Street Village, residents can continue the same independent lifestyle that they have always enjoyed, plus have the opportunity to connect with their peers, participate in activities, and even form new friendships.



I Bedroom Apartments starting at \$



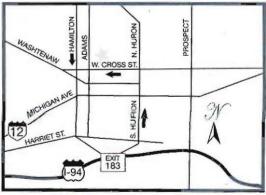
2 Bedroom Apartments starting at \$____

- · Heat and Hot Water Included
- Intercom Entry Security System
- Fully Appointed Kitchen with Frost-Free Refrigerator, Hooded Range, Dishwasher, and Garbage Disposal
- Central Air
- Blinds
- Cable Ready
- Emergency Pullcord in Bedroom and Bathroom
- Central Laundry Facilities on Each Floor
- State-of-the-Art Movie Theater
- Library
- Community Room with Planned Social Activities
- Barrier-Free Homes Available

Cross Street Village is an uncommon blend of community and independent living — that's what makes it such a special place.

We take pride in respecting the privacy and individuality of our residents, while at the same time creating that real sense of community.

CrossStreet



210 West Cross Street Ypsilanti, Michigan 48197

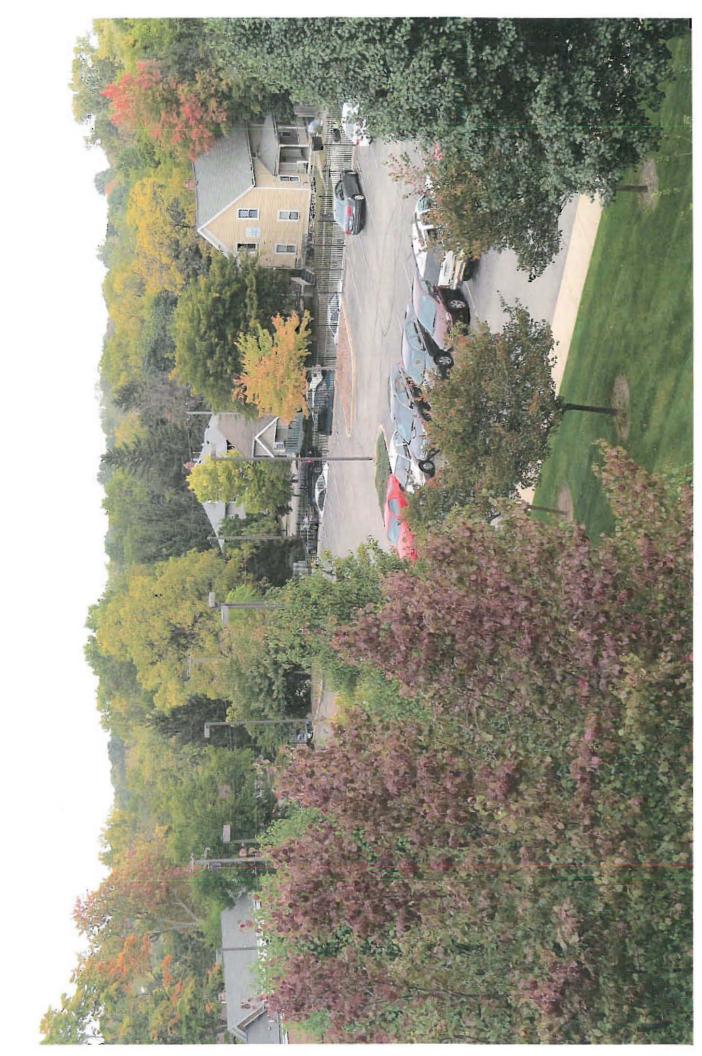
(734) 483-8300 Call us for more information

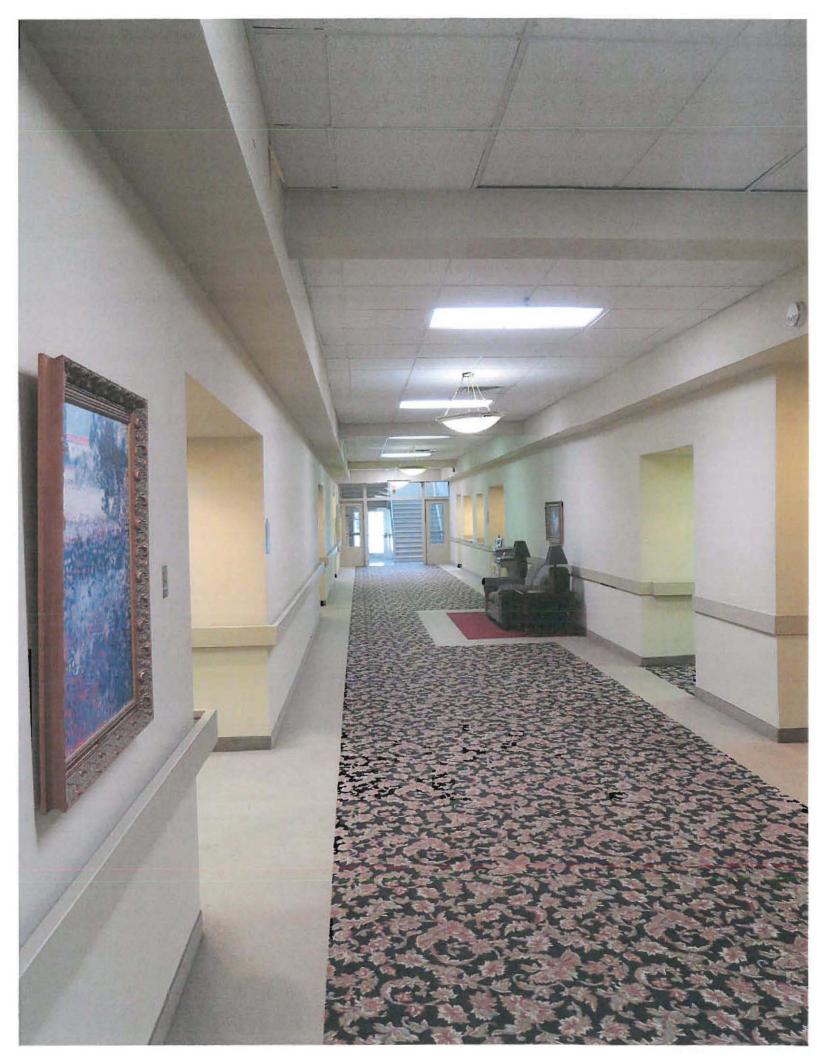
T.D.D. (800) 567-5857

















ATTACHMENT C

Minutes of April 22, 2015 McKinley School Meeting - Copeland Center

Page 1 of 1

The meeting was called to order by Mark Kowalewski at 6:30 p.m. Introductions were made which included the following elected officials:

Councilman Sabuda Councilman Stec Mayor Peterson
Members of the Zoning Board of Appeals
Members of the Planning Commission

Developer-Joe DiSanto, Coachlight Properties, LLC

There were approximately 39 residents in attendance.

Most of the comments from the residents were in favor of this development. There was one (1) resident opposed to the development.

There were concerns about the number of parking spaces and the entrance only being on 6th Street.

The Developer indicated that they reduced the number of units and they are supplying 1½ parking spaces per unit. The Developer reviewed the entrance question and will develop alternatives that are acceptable to the neighborhood.

Mr. Kowalewski indicated that they will be sending the communication that the residents received to the City Council asking them to approve the Letter of Intent – Amended and the rezoning of the property to Plan Development (PD).

Meeting adjourned at 8:30 p.m.

Attached is the sign-in sheet and Information distributed by the Developer at the meeting.

A - Audience

D - Developer (Joe DiSanto & Timothy Morgan)

C - City Official (Mark Kowalewski)

McKinley Place - April 22, 2015 - Neighborhood Meeting

Name	Address	Email	Phone
JOHN BARW	851 archard 85	idarine man. og	c. 734.652.0254
Pan Tutte	92 Cedar	samelatuttle @ wyan.org	7-282-3422
Keslie Bishon		leslie tuttle alamail com	
haren Schaele		Vschaefter 7006 Or May Con	3 570 6960
RELEGIETARIOSIC.	2312 157	atagale usual on a	
very Muss	343 DLVM	J	734 3410718
DANNY STANCES	766 CHEPERY ST.	9SPANDS 5188@OMAIL, Com	313-942-6196
DIANG + DAVID]	ENHINS PO-BOX998	owner 824-826 Pine	734-283-6092
19, Kummel	610 Highland		734-282-0616
Em CACON	564 FRUM	tome @ misi, NET	734-283-6250
PAVEZMI	LET 25CELM	attanky & Godorhypay . Lo	124251924
CORKE	404 VINTUGOD		734-626-5485
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David: Sharph	spo 536 Orchard	Tappman@ regan. org	L
mat Pu		<u> </u>	
ROBERT BENS.	- 404 Vine wood		
LALLY STEC	2492 2200	larste 10 yahur Con	(7) 260 0063
Kathy GIBS		Kgibson'd wyan org	7674-4020
PHIL + SKLTON		- 	7347260710
DON HENKELP			734-18/7024
charles Lula			
Carl Brandet	555 Cherry	Cdata A a a a a	734-282-202 (
RUSE DARIN	851 ORCHARDST	radine wyon. org	3/3 278 - 3390
BIBARITA WATER	GAG PINE	-	33 978 3370
36B CHLIA WATER	D 646 PINE		
			
			

McKinley School Redevelopment Project Project Summary - Updated

McKinley Place

Preserving History &
Aligning with
Neighborhood Goals

The Project will...

- Improve Physical & Economic Health of the Neighborhood
- Expand on Neighborhood Housing Options
- Establish a Strong Sense of Community to those who choose to call Wyandotte Home

Project Timeline

- City Purchased McKinley School. 2012
- City Issued RFO/P.....10-7-2013
- RFQ/P Submitted......
- Interviews.....
 Development Team Selected....2-10-2014
- Letter of Intent..... 6-2-2014
- Neighborhood Meeting......9-24-2014
- Various site visits to Cross Street Village
- Revised site plan and LOI—March 2015

Next Steps

- Amend LOI......
- Purchase Agreement............
- Site Plan Review & Approval......

Proposed Senior/Active Adult Housing Development

- Market-rate rental units (resident 55 years and above)
- No subsidized rental units
- One and two bedroom units, two story building

Traffic and Parking

- The revised preliminary plan will provide 1.5 parking spaces per unit A total of 108 parking spaces will be provided with a banked area that will allow for an additional 20 spaces if needed.
- Number of morning and evening trips are typically lower...not impacting capacity during peak volumes
- Off-street parking for residents and visitors...no on-street parking impacts

Project Amenities/Features

- All best efforts will be made to preserve the school structure.
- A two new addition will be constructed to match the architectural features of the existing school building.
- The total number of units has been reduced from 91units to a maximum of 70 units varying between one and two bedrooms.
- Existing park to remain and enhanced
- Retain school building central core, renovate gymnasium and auditorium, and construct communal living spaces/meeting rooms, library, event catering kitchen, support offices, etc.
- New site and building entrances
- Site enhancements including landscaping, site lighting, courtyards/patios

Development Partners

Coachlight Properties LLC &

Jonesboro Investments Corp.

Kelly Roberts

Subject:

FW: McKinley School Proposed Development

From: sharon frost [mailto:midwestfrost@hotmail.com]

Sent: Saturday, April 25, 2015 9:27 PM

To: mayor@wyan.org

Subject: McKinley School Proposed Development

Dear Mayor Peterson,

I am writing to you as a supporter of the proposed senior housing development of the old McKinley School. I have attended both public meetings thus far regarding the possible future development. Both my husband and I are not native born to Wyandotte; we're both transplants from Milford and Chicago respectively. Six years ago we specifically had our realtor seek out homes for sale in the McKinley neighborhood because our son was going to attend Roosevelt High School and we wanted to live close by the school so he could walk to and from RHS on his own.

It is my opinion that the proposed senior housing project will most likely improve the marketability of the single family homes within the McKinley neighborhood for the same reason that people buy houses close to schools. If a family has a loved one that resides in the proposed senior complex, they will want to live close by to be near that family member. Couple that with Wyandotte's own Henry Ford Hospital being rated in the top 100 hospitals in the nation, and excelling in geriatric care, I believe this is a win-win situation not only for the McKinley neighborhood, but Wyandotte as a whole. I think it would be a wise decision to offer more housing to seniors since a good portion of the current population in our country is aging and seeking out areas that are conducive to their needs. It is my opinion that we should be proactive and embrace a corner of this evergrowing market for Wyandotte.

Respectfully,

Sharon Metz 806 Forest

ATTACHMENT D

SUMMARY OF OPTIONS

	SOITHIAN	01 01 11	10113			
	OPTIONS AVAILABLE TO THE CITY		Cost to City	No. of Units	Ar	nnual Taxes
l. II.	Sale of property for senior (55 yrs or older) market rate apartments Demolition of Building		\$0.00	70	\$	171,100.00
II.A.	Market Nine (9) Single Family Homes Site	\$	632,000.00	9	\$	45,000.00
II.B.	Market Fourteen (14) Single Family Homes Sites	\$	838,174.00	14	\$	70,000.00
Ш.	No Action	of \$2 Anni Pote asso	ntenance Cost 23,590 ually. ential laibility ciated with e vacant ding			

COST TO CITY FOR DEVELOPMENT OF SINGLE FAMILY HOMES AT MCKINLEY SITE

	Nine		
Expenses	Amount	Revenue	Amount
Demolition Preliminary Bid	\$ 380,000.00	nine (9) homes @\$5,000/yr in taxes	\$45,000.00/yr
Environmental Conditions Est. Extend Sewer Est.	\$ 225,000.00 \$ 27,000.00	entre de la deservación dela deservación de la deservación de la deservación de la deservación dela deservación de la de	
Total	\$632,000.00	Total	

Fourteen (14) Buildable Lots

Expenses	Amount	Revenue	Amount
Demolition Preliminary Bid	\$ 380,000.00	Fourteen (14) homes @ \$5,000/yr in taxes	\$70,000.00/yr
Environmental Conditions Est.	\$ 225,000.00		
Pave new Cherry Street Est.	\$ 223,174.00		
Relocate Park Equipment Est.	\$ 10,000.00		
Total	\$ 838,174.00		

NOTE: If this is considered a viable option then additional information should be obtained including:

- 1. Hire consultant to do environmental assessment of site to determine conditions requiring abatement before demolition
- 2. Televise existing sewer to determine condition
- 3. Determine cost of other utility upgrades

SALE TO DEVELOPER FOR SENIOR (55 years or older) MARKET RATE APARTMENTS

Cost to City	Revenue
\$0.00	70 units valued at \$3,208,000 = \$171,000.00/yr

NOTE: Developer's will likely request Brownfield reimbursement for recovery of possible environmental conditions (\$225,000 estimated).

CURRENT MAINTENANCE COSTS AT MCKINLEY SITE

Since acquiring the building in 2013, the City has spent \$38,307.42 for grass cutting, snow removal, repairs to fence, boarding up building, clean up debris, removal poles, wood chips and graftiti removal. Electric utility costs during this period were \$4,940.56. The total cost has been \$43,247.98. This is an average monthly cost of \$1,966 or \$23,590 annually.



21st Century Salvage, Inc.

10750 Martz Road Ypsilanti, MI 48197 (734) 485-4855 Phone (734) 485-6959 Fax

Proposal Number

March 2, 2015

City of Wyandotte Greg Meyring 3200 Biddle Avenue. Suite 300 Wyandotte, MI 48192

Sent via in person:

Hand Delivered

Regarding:

Total Demolish of properties 353 Elm, 140 Superior & Budget for McKinley School

Dear Greg,

21st Century Salvage, Inc. is pleased to submit the following proposal for the above referenced project. This proposal is based upon site visit/specifications. 21st Century Salvage, Inc. proposes to furnish all supervision, labor, equipment, materials, and miscellaneous items required for the removal work as outlined below:

I SCOPE OF WORK:

Demolish and remove the following - 353 Elm & 140 Superior:

- Complete demolish/abatement of the properties 353 Elm and 140 Superior including foundation walls, footings and backfilling.
- Removal of one (1) underground storage tank located at the 140 Superior property. Scope
 includes removal, testing and sampling of liquid, impacted soil removal up to 30 CY and
 backfilling with class II sand @ 30 CY.

II BUDGET:

McKinley School Complete Demolish:

Three Hundred Eighty Thousand Dollars.....\$380,000,00

Budget excludes asbestos abatement.

III PROJECT SCHEDULE:

- B. Utility disconnection work (electrical and/or mechanical) to be performed by others prior to demolition of the subject area.
- C. This proposal is based on a single day shift, Monday through Friday.
- D. The schedule is predicated upon obtaining required permits and releases.

IV COMPLETION, BILLINGS, AND PAYMENTS:

- A. Upon mobilization, 21st Century Salvage, Inc. will invoice immediately for equipment and materials stored on site. This invoice is due and payable within thirty (30) days.
- B. During each successive thirty (30) day period, 21st Century Salvage, Inc. will submit a progress billing which is due and payable in thirty (30) days.
- C. Upon completion 21st Century Salvage, Inc. will submit an invoice for a full amount due; payment of invoice shall be net thirty (30) days.
- D. Late payment of 21st Century Salvage, Inc. invoice will incur a 1 1/2 % late charge.
- E. This proposal is valid for thirty (30) days.

V SPECIAL CONDITIONS:

- A. This proposal includes one million (\$1,000,000.00) / two million (\$2,000,000.00) general liability insurance coverage with a nine million (\$9,000,000.00) umbrella.
- B. Lead abatement is not included in this proposal.
- C. Salvage of existing equipment for owner or other contractors is not included in this proposal.
- D. Disconnects, capping, purging and/or rerouting of any components are to be completed by the Owner prior to 21st Century Salvage, Inc. removal activities.
- E. Shoring or bracing is not included in this proposal.
- F. This proposal is based on performance of the scope of work as specified during non-freezing weather conditions.
- G. 21st Century Salvage, Inc. will call for and arrange public utility disconnects if applicable. Any fees associated with this work are not included in this proposal.

VI ASSUMPTIONS:

- A. All scrap generated by 21st Century Salvage, Inc. removal activities shall become the property of 21st Century Salvage, Inc.
- B. This proposal will be considered part of the contract documents upon award of a contract with your firm.
- C. This proposal is based on quantities and information provided during our walk through and included in specifications.
- D. This proposal does not include provisions for unknown, hidden, concealed or defective conditions.
- E. This proposal is based on 21st Century Salvage, Inc. being project managers with complete control over means and methods of our work.

Sincerely,	Accepted by:
21st Century Salvage, Inc.	
Kyle Martin	Company
Kyle Martin Estimator/Project Manager	Name and Title
Please fax to 734.485.6959 upon acceptance of	Date
the proposal and appropriate signatures have been obtained.	Purchase Order No. / Contract No.

HOMRICH

March 02, 2015

City of Wyandotte City Clerk – City Hall 3200 Biddle Ave. Wyandotte, MI 48192

Re:

Proposal Estimate for the Demolition of McKinley School

640 Plum

Wyandotte, MI

We are pleased to submit our proposal estimate proposal for work to be performed at the above referenced project as follows:

Provide all necessary labor, equipment and material to perform the demolition, removal and legal disposal of the McKinley School structure, including slabs and foundations. Area to be back filled with clean fill compacted.

NOTES:

- If any item not explicitly noted above, it is not included
- ■Quote/Proposal is based on current conditions
- ■Performance and Payment Bonds are not included, unless noted above
- ■Homrich, Inc. standard current liability insurance will apply
- Removal of hazardous and/or contaminated material is not included (i.e. asbestos (friable and/or non-friable), PCB's, mercury, lead, Freon, etc.)
- "Soil erosion not included
- Utility disconnects not included

If you have any questions or require additional information, please contact Michael T. Brant at (734) 654-9800, ext. 27.

Sincerely,

Michael T. Brant Vice President

Homrich

Proposal is good for 30 days.

pjg

i.48138PRO EXCAVATION, INC. 6. DEMOLITION

4036 Biddle Ave. Wyandotte MI. 48192 Office 734-676-6069 or 734-284-DEMO

03-2-2015 Att: City of Engineering Proposal # McKinley School Demolition of building, no asbestos or environmental work in proposal price. Total Proposal \$850,250.00 We are a company built from pride and quality work. Thank you, Jason Azagalian Date 3-2-15 Acceptance of agreement:

Date

The above prices, specifications and conditions are satisfactory and are herby accepted. Pro Excavation Inc. is authorized to do the work as specified. Payment will be made upon Completion of job. Agreement Accepted By: Date:_____

CONCRETE STREET CONSTRUCTION

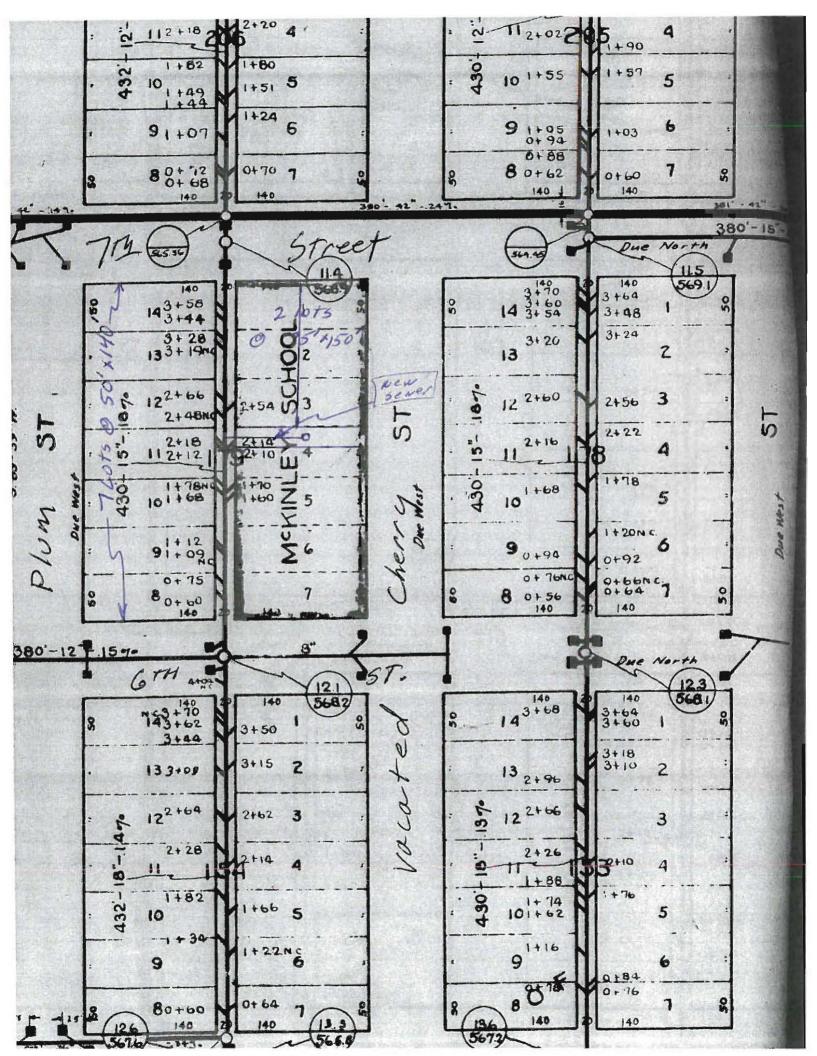
STREET: PROPOSED CHERRY STREET - 7TH ST TO 6TH ST

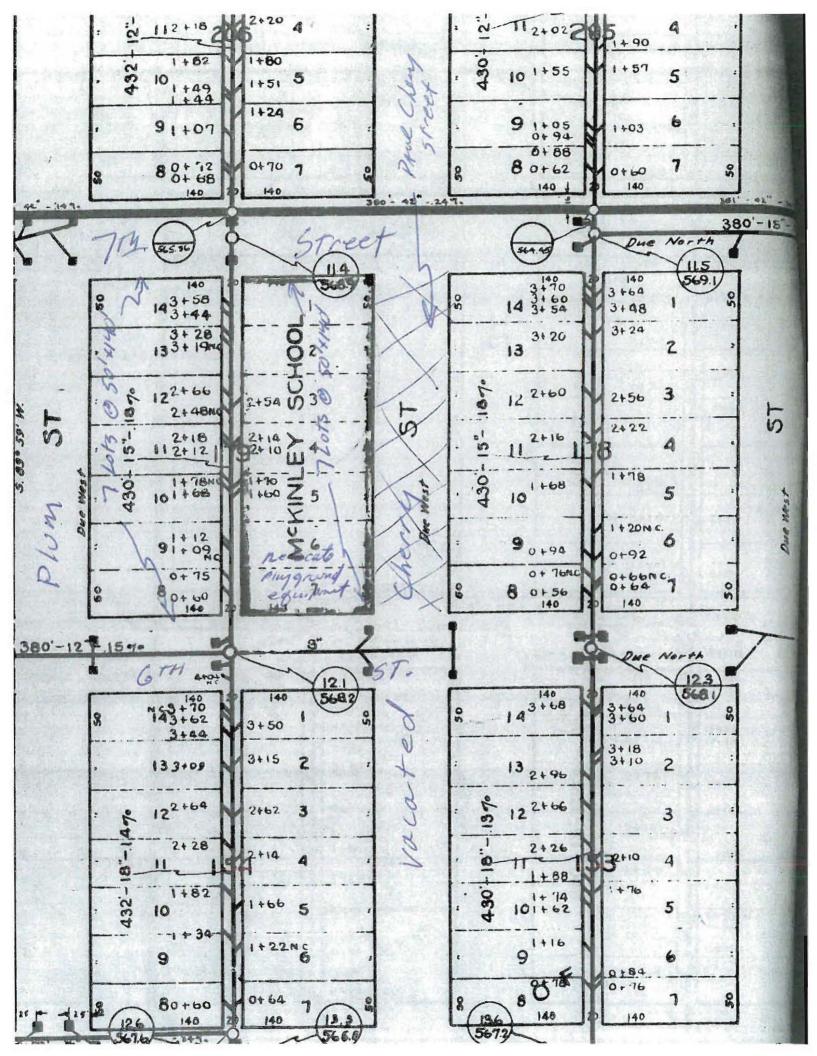
ESTIMATED QUANTITIES AND COSTS

QUANTITY	<u>UNIT</u>	ITEM	UNIT RATE	COST
1.00 2.00 1.00 280.00 130.00 1600.00 480.00 1505.00 30.00 5.00 1300.00 1300.00 1000.00 1860.00 40.00 1.00	EA EFYYNYYN FFFYLSSLS	ADJUST & SEAL MANHOLE INSTALL NEW CATCH BASIN INSTALL NEW MANHOLE 6" PVC STORM SEWER REMOVE EXTG CONC PAVEMT EXCAVATION 21A STONE FILL 8" CONC PAVEMT W/DOWELS 8" CONCRETE PAVEMENT HMA PATCH REMOVE 4" CONCRETE PLACE 4" CONCRETE PLACE 4" CONCRETE PLACE 4" CONCRETE ADA RAMP REGRADE AND SOD ADA DETECTABLE WARNING TRAFFIC CONTROL CLEAN UP	\$600.00 \$3,000.00 \$4,000.00 \$45.00 \$6.00 \$15.00 \$25.00 \$55.00 \$50.00 \$1.10 \$4.50 \$5.50 \$15.00 \$50.00 \$3,000.00 \$2,000.00	\$600.00 \$6,000.00 \$4,000.00 \$12,600.00 \$780.00 \$24,000.00 \$12,000.00 \$12,000.00 \$1,500.00 \$600.00 \$1,430.00 \$16,200.00 \$5,500.00 \$27,900.00 \$2,000.00 \$2,000.00 \$2,000.00
		TOTAL	ě.	\$202,885.00
		PLUS 10% CONTINGENCY		\$223,173.50

^{**}WORK DOES NOT INCLUDE PLAYGROUND EQUIPMENT, FENCE, OR TREE REMOVAL

GJM 3/11/15





OFFICIALS

William R. Griggs

Todd M. Browning CITY TREASURER

Thomas R. Woodruff



THOMAS R. WOODRUFF CITY ASSESSOR

Joseph R. Peterson

COUNCIL

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

Hachme

March 25, 2015

Mark Kowalewski City Engineer 3200 Biddle Wyandotte MI 48192

Mr. Kowalewski,

My staff and I have reviewed the preliminary plans submitted for the McKinley School project, which includes Twenty-two (22) renovated units and Forty-eight (48) newly constructed units. The project also includes renovation to the existing building to be used as common areas.

The estimated total taxable value is \$3,208,000. This will generate approximately \$171,000 in annual taxes.

In addition, newly constructed homes in Wyandotte that are approximately 2,000 square feet have a taxable value of \$92,000 and generate approximately \$5,000 in annual taxes.

If you have any additional questions please contact me.

Woodhuff!

Regards,

Thomas R. Woodruff

City Assessor

*Additional School Operating millage of 18 mils not calculated in the figure

Attachment F

Senior Housing Shortages On The Horizon: Where Will All The Boomers Go?

Mar 13, 2015

Healthcare reform has created uncertainty

Consider these statistics:

- . Three million Baby Boomers will retire annually for the next 20 years.
- In 2013, demographers Senior Housing Analytics projected that national demand for senior housing will rise from approximately 18,000 units per year in 2010 fo nearly 76,000 units per year in 2030.
- According to the National Investment Center for Seniors Housing and Care. the senior living inventory grew a modest 1.7 parcent over 2014 - half of the projected annual need today.

This all adds up to one concerning conclusion; we simply can't build enough beds to provide care for this ever-increasing population. Here are a few additional trends compounding the senior housing shortage as well as how we expect to combat it

Boomers are a persnickety bunch.

Boomers have unequivocally rejected the housing choices of the past but pose an interesting paradox, they're selective and demanding about their lifestyle expenences and housing choices but haven't financially prepared to afford the types of senior living facilities that provide the quality and choice they demand. Market pressure has clearly pushed providers to provide more with less

Healthcare reform has created uncertainty

There are a multitude of pressures operators face that are prohibiting growth. decreasing reimbursements, increased operating costs, changing regulations aging physical plants, and an increase in competitive offerings to name a few. The steady shift toward a mandalory risk-based payment system that measures outcomes and assesses monetary penalties has created an unprecedented level of uncertainty in the industry

Healthcare retailization is redefining senior housing.

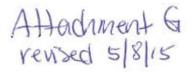
According to the Advisory Board Company, healthcare markets are being shaped by healthcare reform and market dynamics, shifting from price-insulated consumers with limited choice and lack of transparency to engaged buyers price-sensitive individuals with greater consumer cost exposure, increased cara options, and increased transparency through online platforms. This new retail dynamic is driving our traditional senior living market into an unpracedented "retail" market, forcing senior living providers to deliver desirable housing and services at a low cost

Innovation will drive the next generation of senior housing and service. The sheer number of seniors in need of housing and services, changing consumer demands, and the retailization of health care have forever changed the shape of senior care and services. Creative collaboration will be required through public/private partnerships that will include community leaders, agencies. foundations, developers, nonprofit and for-profit operators, and acute care providers (the list gues onl) to drive the best services to seniors. Multifaceted solutions offering both physical buildings and home and community-based services are needed to meet this enormous challenge.

Learn how Franciscan Living Communities is upping its game to prepare for these aging baby boomers.

Contact Us





LETTER OF INTENT- AMENDED

Part 1. Access to the Premises/Purchase Price

In consideration of the payment that has been received by the City of a refundable lump sum of Ten Thousand Dollars (\$10,000.00) by Coachlight Properties LLC, a Michigan limited liability company located at 2289 7th Street, Wyandotte, Michigan 48192 and Jonesboro Investments Corp., an Ohio corporation located at 71600 Chagrin Road, Suite 250, Chagrin Falls, Ohio 44023 (collectively "LLC") to the City of Wyandotte ("City") located at 3200 Biddle Avenue, Wyandotte, Michigan, 48192, City agrees to the following:

- 1) City will provide free access to the property described in Exhibit A ("Property") to LLC to enter upon the property and conduct test borings, demolition reports, surveys and studies, including, but not limited to, the right to have access to the premises to enable an independent environmental consultant chosen by LLC to conduct any investigation of the environmental condition of the premises deemed necessary by LLC and as approved by the City. The activity shall be conducted in a manner that will not cause disruption to the premises and the cost and expenses of LLC's environmental assessment shall be borne by the LLC. LLC shall hold City harmless from and against any and all liability or damages which City may sustain by reason of any of the above-described activity upon the premises by LLC or its agents. At the conclusion of the above-described work by LLC, the premises shall immediately be returned to the condition that existed prior to said activity. The deposit shall be returned to the LLC once all the requirements are satisfied and the property is returned to its prior condition. The term for access to the premises shall be six (6) months from the date of the property being rezoned to Planned Development (PD). At the expiration of the six month period, the LLC shall have the sole discretion to extend the access to the premise up to an additional six months (6) with a payment of six thousand dollars provided that written notice must be sent to the City thirty (30) days prior to the expiration of the term for access to the premise. Said payment shall be applied to any closing cost should a closing occur. The LLC acknowledges that the payment for access shall be forfeited should the LLC not proceed with the project LLC and all retained subcontractors shall add the City of Wyandotte as additional insured Party to their liability insurance to cover LLC activity on city's premises during the term of this Letter of Intent, including any extensions.
- 2) During the term of access to the premises, the City will not solicit or entertain offers from, negotiate with or discuss, accept or consider any proposal of any other person relating to acquisition of the property.

Part 2. LLC Interest in Developing Property

1) The Property is intended to be developed, constructed and operated for occupancy by tenants fifty-five (55) years of age and older. The Property shall be operated as an age restricted community in compliance with all federal, state and local laws, including the Fair Housing Act and any applicable provisions of Michigan law, and neither the LLC or City shall have the right to amend the age-restricted status of the Property, provided that, the foregoing

prohibition shall not apply where such amendment is required to comply with federal, state or local law. Persons under nineteen (19) years of age may stay overnight in a residential unit for up to, but not exceeding thirty (30 days) during any twelve (12) consecutive month period and shall not be entitled to occupy any unit. Each residential unit shall be occupied by persons fifty-five (55) years of age and older.

- Any purchase agreement between the parties would be in the form that the LLC and City mutually agreed upon. The agreement would include provisions that will include the following conditions. The LLC will maintain the existing structure. The LLC will make its best efforts to adapt the existing structure into a residential senior living project with additions that will allow for additional units. The agreement will allow for the city to reserve the rights for final architectural review of any proposed additions. The city museum will have the rights to salvage areas of the building that would be demolished or salvaged items in the portion of the building that will not be demolished and items that will not be reused in the remolding of the building. The LLC will provide a maximum number of seventy (70) residential units with 1.5 parking spaces per unit.
- 3) City notifies the LLC that prior to the execution of any purchase agreement between the parties, LLC would be required to comply with the following procedures:
- a) Make additional presentations at a public hearing at a city council meeting describing the construction and operation of the Property as a senior living facility and being prepared to answer questions from the elected officials and the public.
- b) LLC would provide to the City a detailed explanation of the financing for this project including but not limited to:
 - (i) The identity of all anticipated lenders;
 - (ii) A description of all financial commitments in place for the project;
 - (iii) Detailed background of all project participants;
 - (iv) Disclosure of the estimated total development cost of the project including proposed rental rates;
 - Review of a proposed Site Plan, including the number of parking spaces provided.
 - (vi) Review of estimated property taxes with City and inclusion in budget
- c) LLC to provide to the City a detailed explanation on what amenities are to be included in a reconfiguration of the existing park space and estimated cost, as well as maintenance cost for park in budget.
- d) LLC would request the City to pursue a rezoning of the Property to Planned Development (PD) and would support the City for such a rezoning request.

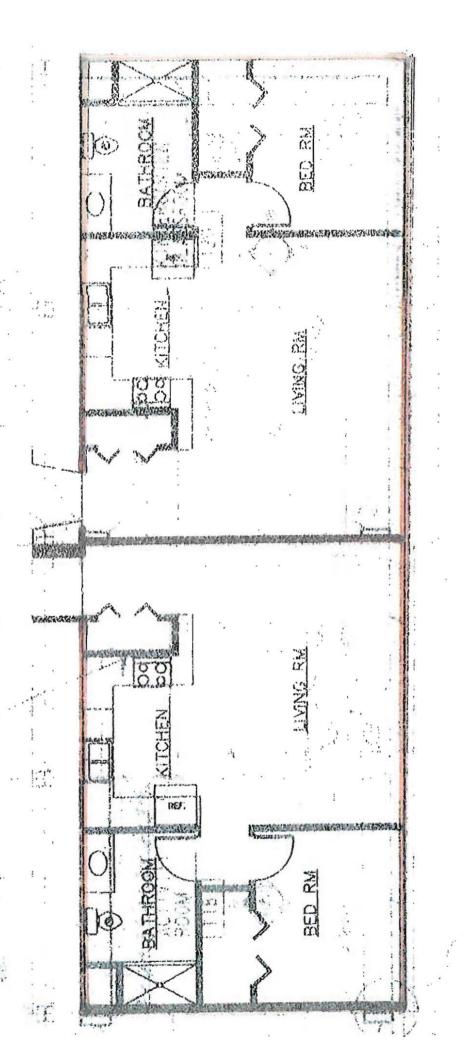
- e) LLC will procure a one hundred percent (100%) payment and performance bond from the general contractor to ensure a timely completion of the development. LLC anticipates naming the City as an additional obligee on the payment and performance bond.
- 4) LLC acknowledges that City has advised that it may require outside consultants to advise the City on the above provided information and City may require LLC to pay these costs with the agreement that if a purchase is ultimately executed and the project constructed, LLC will receive a credit for said cost from the City. The City will obtain written authorization by the LLC prior to any engagement of outside consultant services.
- 5) LLC agrees not to make use of the property or transfer or sell the Property to an entity that will result in the property or buildings becoming tax exempt from real property taxes without monetary compensation being paid to the city in an amount agreed upon by the parties. A written agreement in a form and manner agreed to by the parties would be required to be executed and made part of any purchase agreement.
- 6) The LLC may request the use of various tax incentives and grant or loan programs to assist with redeveloping the Property, if determined by LLC to improve the financial feasibility of the Property, including but not limited to the following: (a) real property tax reduction for any eligible residential portion of the property, such as the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended; (b) the Community Revitalization Program (CRP), a grant and/or loan program available through the Michigan Strategic Fund (MSF) and Michigan Economic Development Corporation (MEDC); and (c) other economic assistance that may be available through any other programs available at the federal, state, county or local level. City acknowledges that the LLC may submit a request for a Brownfield Plan or Tax Increment Financing reimbursements for costs which are eligible pursuant to the state Brownfield statute.
- 7) This Letter of Intent may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Letter of Intent. Notwithstanding the foregoing, LLC shall be permitted to assign its rights and obligations under this Letter of Intent to any affiliate of LLC or its individual members.
- 8) The purpose of this Letter of Intent is to memorialize certain business points. The City and LLC mutually acknowledge that their agreement is qualified and that they therefore contemplate the drafting of a more detailed Purchase Agreement. The City and LLC intend to be bound only by the execution of a Purchase Agreement and not by this preliminary document.

Dated: March	, 2015	Coachlight Properties LLC

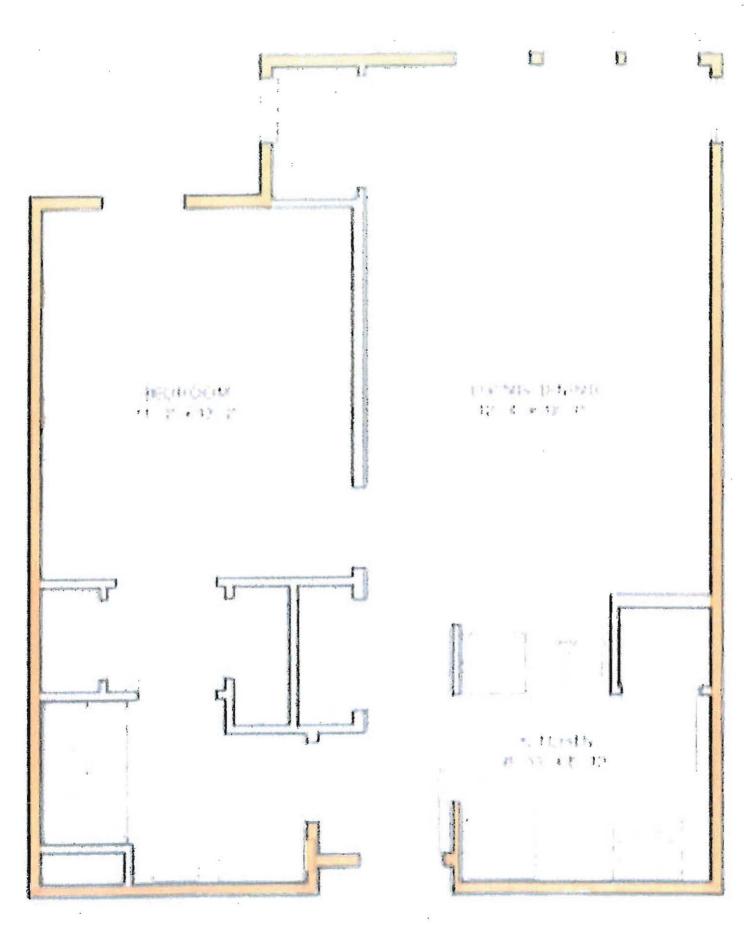


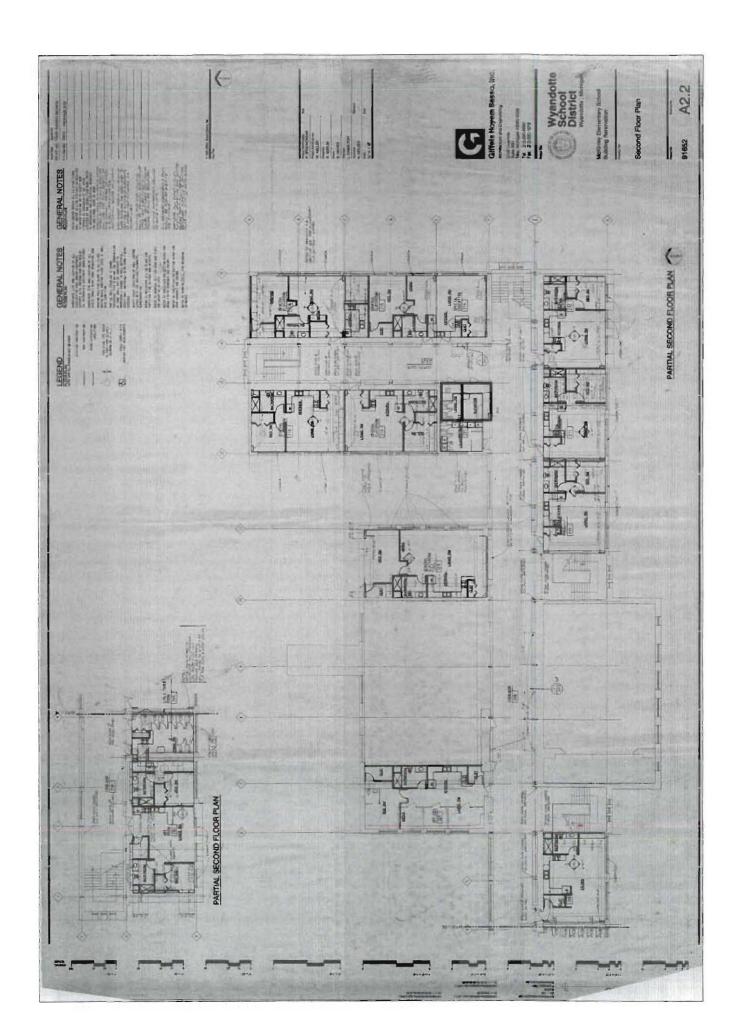
By: William R. Griggs, City Clerk

Preliminary Site Development Plan



Typical Unit in Renovated Building





MODEL RESOLUTION:

RESOLUTION				Wyandotte, Michigan Date: May 11, 2015			
RESOLUTION	by Councilper	son					
	tor regarding t	MAYOR AND COUNCIL the he sale of the former McKinle		, ,			
BE IT RESOLVED that Council concurs with the recommendation of the City Engineer and City Administrator and authorizes the Mayor and City Clerk to execute the revised Letter of Intent with Coachlight Properties.							
I move the adop	tion of the fore	egoing resolution.					
MOTION by Co	ouncilperson _			-			
Supported by Co	ouncilperson_						
-	YEAS	COUNCIL Fricke Galeski Miciura Sabuda	<u>NAYS</u>				
		Schultz					

Stec