

AGENDA
REGULAR SESSION
MONDAY, NOVEMBER 9, 2015 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA, JR.

ROLL CALL

PRESENTATIONS

Wyandotte Goodfellows Award Presentation

System integrity of Wyandotte Cable TV - Rod Lesko, General Manager of WMS

COMMUNICATIONS MISCELLANEOUS

1. Request of Ordinance Amendment – Dean C. Robinette, Captain's

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

2. Transient Marina Implementation Committee
3. Special Events
 - a. Wyandotte Street Fair Website Contract 2016
 - b. Zapplication Renewal Agreement
 - c. WRIF .5K Run
4. Refer Zoning Ordinance Amendments to Planning Commission for Public Hearing
5. Sale of City-Owned Property
 - a. 552 Cherry
 - b. 849 Superior

CITIZENS PARTICIPATION

REPORTS & MINUTES

City Council Meeting
Financial Services Daily Cash Receipts
DDA Event Report
DDA Meeting Minutes
WBA Event Log

November 2, 2015
October 30, 2015 & November 5, 2015
4th Quarter, 2015
October 13, 2015
July – September, 2015

PRESENTATIONS

A Presentation by the Wyandotte Goodfellows

System integrity of Wyandotte Cable TV – Rod Lesko

**FOLEY
& ROBINETTE, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

KEVIN J. FOLEY
DEAN C. ROBINETTE
BRANDON S. THOMSON

RECEIVED

NOV 02 2015

**CITY OF WYANDOTTE
MAYOR'S OFFICE**

13349 REECK COURT
SOUTHGATE, MI 48195
734-283-4000 FAX 734-283-4587
WWW.FRLAWPC.COM

October 30, 2015

- VIA FIRST CLASS MAIL ONLY -

The Honorable Mayor and City Council
City of Wyandotte
3200 Biddle Ave., Suite 100
Wyandotte, MI 48192

Re: Captain's of 126 Oak St., Wyandotte, MI 48192

Good Afternoon,

Please be advised that I serve as legal counsel for Rickles Entertainment, LLC, doing business as Captain's at 126 Oak St., Wyandotte, MI 48192. Captain's kindly requests City authorization to allow the extension of hours of their rear outdoor patio as defined by Wyandotte City Zoning Ordinance 2202.S.1, which states that "[t]he city council may, by resolution, extend the dates of operation or the hours of operation for a stipulated number of days, not to exceed a total of thirty (30) days per calendar year."

More specifically, Captain's seeks the 30 days, as limited by ordinance, to operate their rear outdoor patio until 2:00 a.m. The 30 days would be spread out among the Fridays and Saturdays between April and October.

By this letter, we request this matter be added to the next available agenda for a regular meeting of the City Council. At such time, we would kindly request the hearing of the above application for extension of patio hours be heard.

Thank you for your consideration.

Regards,

Dean C. Robinette

DCR/cmf

cc: client

Mark A. Kowalewski, P.E.
William Look, Esq.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9, 2015

AGENDA ITEM # **2**

ITEM: Transient Marina Implementation Committee

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: With the City moving forward in the process to implement a transient marina, I believe an implementation committee should be formed to make recommendations, gather facts, and report to the Mayor and City Council on the selection of contractors, engineering firms, architects, marina operators, dredging coordination, and marketing.

I am recommending that the following individuals be appointed to the Marina Implementation Committee:

Todd Drysdale	City Administrator
Patt Slack	DDA Chair
John Rusu	Business Owner
Al Fritz	Business Owner and Construction
Dave Giles	Yachtsman
Wally Merritt	Recreation Chair
Len Sabuda	Council
Mark Kowalewski	Engineering
Leo Stevenson	Business Owner

STRATEGIC PLAN/GOALS: Committed to protect and manage our natural resources vigorously by assessing riverfront development using standards emphasizing public access to the riverfront and sensitivity to the visual and environmental impacts of proposed developments.

ACTION REQUESTED: Concur with Mayor Peterson on the recommendation to form and appoint a Marina Implementation Committee.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: n/a

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 9, 2015

RESOLUTION by Councilperson_____

BE IT RESOLVED that the City Council hereby CONCURS with Mayor Joseph Peterson's recommendation to form a Marina Implementation Committee; and

BE IT FURTHER RESOLVED that the following individuals are appointed to the Marina Implementation Committee:

Todd Drysdale	City Administrator
Patt Slack	DDA Chair
John Rusu	Business Owner
Al Fritz	Business Owner and Construction
Dave Giles	Yachtsman
Wally Merritt	Recreation Chair
Len Sabuda	Council
Mark Kowalewski	Engineering
Leo Stevenson	Business Owner

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9th 2015

AGENDA ITEM # **3a**

ITEM: Wyandotte Street Art Fair Website Contract 2016

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The key role of a website is to generate business, while demonstrating creativity. This is vital to attracting potential artists, sponsors as well as visitors to the Wyandotte Street Art Fair. We seek to once again contract with Media Grump to provide support for our wyandottestreetartfair.org website for the 2016 year.

Please find attached a contract with Media Grump to provide website support for the 2016 Wyandotte Street Art Fair. This fee will be paid from the Street Art Fair Expense account and has been approved by the Wyandotte Street Art Fair Committee and our Department of Legal Affairs.

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

ACTION REQUESTED: We feel that Media Grump will provide excellent service and request your support of this contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account – 285-225-925-730-860

\$1,975.00 total

IMPLEMENTATION PLAN: T Resolutions and all necessary documents will be forwarded to the Special Events Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

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

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

2016 Media Grump Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 9th 2015

RESOLUTION by Councilman_____

WHEREAS the Special Events Coordinator has requested to contract the services of Media Grump, in conjunction with the Wyandotte Street Art Fair 2016.

WHEREAS said services will consist of the following event, time and cost:

November/December 2015 /January 2016: Start Payment \$700. Website is live and fully functional.

April 2016: Update Payment \$700 Website is live and fully functional. Graphics, images and content are in place.

May/June 2016: Finalization Payment \$575. Adjustments and tweaks have been made. Graphics, images and content are in place.

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the contract for Media Grump for the 2016 WSAF Website with funds to be paid from the WSAF Expense Account 285-225-925-860, AND FURTHER BE IS RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell



Date: October, 2015

Client: City of Wyandotte Special Events Office

Project: 2016 Wyandotte Street Art Fair Website

Project Description

This project will involve updating the Wyandotte Street Art Fair website. We will use an open source Content Management System (CMS) which will allow basic content changes in a simple manner. We will work under the direction of Heather Thiede and the Special Events Office.

Scope- We will undertake the following:

- Planning, Designing & Creation of website
- Work with client suggestions and requests
- Work with graphics that may be supplied to us
- Work with images and content provided by the Special Events Office
- We will create and design interior web pages as needed
- We will use some basic Flash Elements such as Photo Slides and Galleries
- We can implement video galleries if client desires this feature
- Certainly the Street Art Fair is the event. However, we can implement an event calendar if client desires this feature. This could actually be helpful to outline any activities set for each day.
- We can implement a process to capture email addresses if client desires this feature
- We will create a contact list with a contact form built in the web page
- We will implement Social Media as the client desires
- Our work on the website will be ongoing and we will work with the Special Events Office to continually add new content, images, vendor forms and miscellaneous items as needed

Technical

The website will work and function seamlessly across multiple platforms such as Desktop, Mobile, Tablets, I-Phones etc. The website will be tested to function across the popular web browsers used today ex: Internet Explorer, Google Chrome, Mozilla, and Opera.

We understand the client has the preferred domain name to use: wyandottestreetartfair.org. We can provide web hosting for the website using this domain name. Or, we can work with a hosting provider the city may prefer or currently subscribed with.

Maintenance

We typically work and are available 7 days / 24 hours. We will monitor the website “uptime” to ensure it remains live. We will provide maintenance as needed to the website for the duration of this project. We anticipate this would extend at least 30 days past the 2016 Street

Fair Event. We will work with Heather Thiede and the Special Events Office to set an expiration date or to continue ongoing service as needed.

Timeline

We understand that the Special Events Office may want a new website quickly to replace the one currently used. We will begin the project once given the green light. We can have the new website up and running within 4 or 5 business days and will continue to add on and expand the website content while it is running "live" and remaining fully functional. We stake our personal and business reputation to assure project completion on time with Quality, Efficiency and Professionalism.

Project Cost: We propose the cost of \$1,975 to perform all of the above. We are absolutely flexible and open to expand on our agreement as the Special Events Office may wish to suggest in return.

The undersigned agrees to perform all the services outlined on this document for the cost of \$1,975.

Payments to be made as follows:

Project Stages

- 1) November/December 2015 /January 2016: Start Payment \$700. Website is live and fully functional.
- 2) April 2016: Update Payment \$700 Website is live and fully functional. Graphics, images and content are in place.
- 3) May/June 2016: Finalization Payment \$575. Adjustments and tweaks have been made. Graphics, images and content are in place.

Please refer back to the Maintenance paragraph for our responsibility that extends beyond the above project stages.

Mayor

Clerk

 Dan Cataldo 10-28-15
Media Grump Rep.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9th 2015

AGENDA ITEM # **3b**

ITEM: Zapplication Renewal Agreement

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Special Event Office is in the process of organizing the 2016 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICATION for the 2016 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2010 through 2015 shows and feel that the online application process will continue to develop and promote our show for the future.

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

ACTION REQUESTED: Please take this agreement into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

\$1,000 – WSAF Expense Account – 285-225-925-730-860

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign then fo rded to the Special Events Coordinator.

COMMISSION RECOMMENDATION V/A

CITY ADMINISTRATOR'S RECOMM **DATION:**

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

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

Zapplication Renewal Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 9th 2015

RESOLUTION by Councilman_____

WHEREAS the Special Events Coordinator has requested to contract the services of ZAPP Software, LLC, in conjunction with the Wyandotte Street Art Fair 2016.

WHEREAS said services will consist of the following event, time and cost:

Wyandotte Street Art Fair: \$1,000 – 285-225-925-860

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the contract for Zapp Software LLC, for the 2016 WSAF with funds to be paid from the WSAF Expense Account 285-225-925-860, AND FURTHER BE IS RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke

Galeski

Miciura

Sabuda

Schultz

VanBoxell

ZAPP® SERVICE RENEWAL AGREEMENT–Small Show

ZAPP Software, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 |
P (303) 629.1166 | F (303) 629.9717 | www.zapplication.org



This **Renewal Agreement** ("Agreement") is dated 10-29, 2015 ("Effective Date") and entered into between **ZAPP Software, LLC**, a Colorado limited liability company ("**ZAPP**"), and the client identified in the signature block of this Agreement ("**Client**"), for the renewal of Client's term under the original ZAPP Service Agreement dated 10-29, 2015 between ZAPP and Client (the "Service Agreement"), as follows:

1. Annual Renewal and Fees. ZAPP and Client agree that Client remains eligible for ZAPP's small show pricing structure. Client agrees to renew its ZAPP® Service under the Service Agreement for the following access term and use fees per show during that term, as follows:

Access Term: _____ 20__ to _____ 20__

Use fees:

Application module

0-150 applications received: \$1,000.00 (base fee–includes online jury) **OR**
151+ applications received: \$6.75 per application (includes online jury)

Optional modules: By checking the box(es), Client elects to use the module(s) for the Access Term above, and accordingly, agrees to pay the corresponding use fees.

☐ Projected jury image management module: \$1,500.00

☐ Multiple show module: \$500.00, for up to 5 shows*

*Client must complete and submit Attachment 1 for each event hosted (e.g. fall, spring).

2. Meaning of Terms. Unless otherwise provided in this Agreement, the terms used in this Agreement shall have the same meaning ascribed to them in the Service Agreement.

3. Entire Agreement. This Agreement shall be deemed as a part of the Service Agreement. Except as modified by this Agreement, all terms and conditions of the Service Agreement remain in full force and effect. Any reference to the Service Agreement in any other documents shall be construed as including this Agreement.

The duly authorized representatives of ZAPP and Client have executed this Agreement as of the Effective Date.

Client	ZAPP
Incorporated in (state): <u>City of Wyandotte</u>	ZAPP Software, LLC a Colorado limited liability company
Date: <u>10-29-15</u>	Date:
Signature:	Signature:
Printed: <u>Mayor, Joseph Petersen</u>	Printed:
Title: <u>Mayor of the City of Wyandotte</u>	Title:
Address: <u>3200 Biddle Ave. Wyandotte, MI 48192</u>	ZAPP Manager 1743 Wazee Street, Suite 300 Denver, CO 80202

X

Clerk - City of Wyandotte

Address

**ATTACHMENT 1
CLIENT INFORMATION FORM**

ZAPP, LLC | 1743 Wazee Street Suite 300 | Denver, CO 80202 | P (303) 629.1166 | F (303) 629.9717 | www.zapplication.org

Event Information (the "Show")

Name of Event: Wyandotte Street Art Fair	
Event Start Date: July 13	Event End Date: July 16
Open Application Date: Nov. 17 2015	Application Deadline: Feb 21 st 2016
Jury Dates: Feb 28 - March 3 rd	Application Fee:
Website: wyandottesstreetartfair.org	No. of applications per artist profile (1-20):

Contact Information

Contact 1: individual who will administer the event in the ZAPP system or main point of contact

Name	Heather A Thirde
Organization	City of Wyandotte, Special Events Office.
Email	hthirde@wyandotte.org
Phone	137-324-7502
Mailing Address (no PO Boxes)	2624 Biddle Ave. Wyandotte, MI. 48192.

Contact 2: individual to receive invoices / statements / remittance payments (if different from above)

Name	-
Organization	-
Email	-
Phone	-
Mailing Address	-
Remittance Address (if different)	-

Fee Payment Schedule

- ☒ Automatically deduct from revenue
- ☐ Payment up front by credit card*
- ☐ Payment up front by check*

*Payment must be received by ZAPP team before event can be activated.

FOR ZAPP USE ONLY

Fee Type	Amount	Payment	Notes
Setup		received/auto/invoice/N/A	
Application		received/auto/invoice/N/A	
Image Management		received/auto/invoice/N/A	
Per App/Image		received/auto/invoice/N/A	
Multiple		received/auto/invoice/N/A	
Equipment		received/auto/invoice/N/A	
Shipping		received/auto/invoice/N/A	
Tech Assistance		received/auto/invoice/N/A	

Contract ID:	Great Plains ID:
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ATTACHMENT 4 FINANCIAL TRANSACTION SERVICE

Client agrees to accept and pay for the following services from ZAPP for the collection and processing of payments with respect to its Show(s) as set forth in this Attachment (the "**financial transaction services**") and ZAPP agrees to provide the financial transaction services to Client with respect to Client's Show(s) as set forth in this Attachment. Undefined terms used in this Attachment have the meaning given to them in the ZAPP® Service Agreement (to which this Attachment is attached) (the "**Agreement**").

1. Service. In order to facilitate Client's use of the Service, ZAPP will act as Client's collection agent as provided for in this Attachment for the purpose of collecting and remitting to Client all application, imaging, jurying and other fees due from the Artists who both submit applications to participate in Client's Shows and make payment of the associated Fees to Client through a credit card payment made by accessing the ZAPP Service ("**Eligible Artists Payments**").

2. Available Merchant Account. All Eligible Artist Payments shall be made, captured and credited to the Designated Merchant Account, as defined below, using the protocols and systems provided for by ZAPP as part of the Service. The Designated Merchant Account shall be a VISA or MasterCard merchant account maintained directly between ZAPP and a financial institution.

3. Agent Only. ZAPP is acting as Client's limited agent in collecting Eligible Artist Payments and has no obligation to undertake any effort to collect Eligible Artist Payments other than, as part of the Service, to create and maintain protocols which are standard in the industry for the collection of credit card payments through web based software and, subject to the terms of this Attachment, to remit to Client all such payments which are captured through such protocols.

4. Term of Agency. ZAPP shall act as Client's limited collection agent for the Term and, thereafter, only as agreed to between ZAPP and Client.

5. Ultimate Collection Not Guaranteed. ZAPP promises to act in a commercially reasonable manner in acting as Client's limited collection agent and makes no promise, representation or warranty of collection or the collection of any actual Eligible Artist Payment or any specific amount of such payments.

6. Charge Backs. If an Eligible Artist Payment is credited to the Designated Merchant Account and later, through no fault of ZAPP, the credit is reversed or a charge is made to the Designated Merchant Account because a previous credit for an Eligible Artist Payment is disallowed (a "**Charge Back**"), then ZAPP shall have no obligation to remit the involved Artist Eligible Payment to Client or, if previously remitted to Client, shall have the right to charge future remittances due to Client in the amount of the involved Charge Back or, if no further remittances are due Client, to charge Client for the amount of the involved Charge Back, which amount shall then be due and payable as other Fees are due and payable under the Agreement.

7. Credit Card Refunds. ZAPP will process credit card refunds for Artists if an Artist has incorrectly paid for a Show product or has paid for a product and has withdrawn from the Show. Credit card refunds will only be processed at the written request of the Client. ZAPP reserves the right to refuse any credit card refund. The amount of credit card refunds and third party fees incurred for credit card refunds will be invoiced to Client.

8. Financial Transaction Service Fees. For its services in acting as Client's limited collection agent for Eligible Artist Payments, ZAPP shall be entitled to charge Client and withhold from remittances of Eligible Artist Payments an amount equal to two and 95/100th percent (2.95%) of all Eligible Artist Payments (the "**ZAPP percentage fee**"), plus \$0.30 for each electronic payment transaction ("**ZAPP per transaction fee**") processed by ZAPP through the Service (the "**Financial Transaction Service Fee**"). The Financial Transaction Service Fee is inclusive of per-transaction and percentage fees charged by the financial institutions and third-party payment service providers providing the Designated Merchant Account, except to the extent that any financial institutions or third-party payment service providers providing the Designated Merchant Account increases its per-transaction fee to ZAPP or increases any service charge or merchant fee which is a function of the amount of collected payments (a "**percentage fee**") after the date of the Agreement, then the amount of such increased per-transaction fee over the per transaction fee paid by ZAPP on the date of the Agreement

shall be added to the ZAPP per transaction fee and the increased percentage fee over the percentage fees incurred by ZAPP as of the date of the Agreement shall be charged to Client by ZAPP adding those increased percentage fees to the ZAPP percentage fee. ALL FEES, INCLUDING THE FINANCIAL TRANSACTION SERVICE FEE, DUE TO ZAPP SHALL BE SET OFF BY ZAPP AGAINST THE ELIGIBLE ARTIST PAYMENTS COLLECTED BY ZAPP AND IF NOT SET OFF AGAINST SUCH PAYMENTS SHALL BE DUE AND PAYABLE FROM CLIENT TO ZAPP AS OTHER FEES ARE DUE AND PAYABLE UNDER THE AGREEMENT.

9. Remittances. ZAPP shall remit to Client, on a monthly basis, the net amount of the Eligible Artist Payments collected by ZAPP. These payments will be issued by check on or before the 5th business day of each month. A final payment will be sent to Client on or before the 5th business day of the month following the creation of the jury event or within 14 days after the creation of the event jury, whichever is first. Each payment will be accompanied by a report of transactions recorded by ZAPP. As used in this paragraph, the "net amount of the Eligible Artist Payments" means the gross amount of Eligible Artist Payments collected by ZAPP during the applicable period, less all Fees and other outstanding balances then owed to ZAPP and Charge Backs and Financial Transaction Service Fees incurred during the applicable period, and the "applicable period" means the period during which Eligible Artist Payments have been collected by ZAPP.

10. Other Fees. Client revenues other than Eligible Artist Payments, such as booth fees, electricity fees, parking fees, administration fees, or any other fees ("**Other Fees**") collected by ZAPP will be collected and distributed in the same manner as Eligible Artist Payments, including Other Fees being subject to ZAPP's Financial Transaction Service Fee.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Zapapplication, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
1743 Wazee St Suite 300

City, state, and ZIP code
Denver, CO 80202

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

2	0	-	1	7	5	0	4	7	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 12/1/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9th 2015

AGENDA ITEM # **3c**

ITEM: Special Event Application – Wyandotte Business Association/WRIF

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Below please find the requested date for streets/property the Wyandotte Business Association (WBA) would like to utilize for their November special event to take place on November 21st 2015. Use of the property to take place, November 19th, 20th, 21st, 22nd and 23rd 2015. (See attached information sheet and map) The WBA is asking permission for the following items:

November 2015: WRIF .5K Run with Dave & Chuck Morning Show

- Thursday or Friday November 20th reserve the Theater Lot to begin set up for the event and reserve for the weekend until tent removal is complete Sunday / Monday
- WBA will need use of Biddle Avenue immediately after the parade route is complete
- Road Closures at Elm Street / 1st Street / Theater Lot area starting at November 21, 2015 5:00 am until 8:00 pm – see attached diagram

Street Closures:

- Saturday November 21st beginning 5:00 am until 8:00 pm - Elm Street between 1st Street & up to CVS alley way
- Also include 1st Street between Chelsea Men's Store & corner of Elm St at Nannas
- Re-open streets Saturday November 21st by 8:00 pm
- No Parking Signs Saturday November 21st 5:00 am to 8:00 pm. Place on both sides of Elm Street between 1st street and CVS alley way. Also include 1st Street where roads are closed.
- Barricades as needed for closures noted above

It is understood by that stakes must be driven into the ground to secure large tents. The city can have a representative on premise to supervise setup when stakes are driven into the ground if the city desires and is concerned. The city will have their electric utility company or Miss Dig locate underground wires so they can be avoided. Any damage to the underground power and/or sprinkler system will be the Wyandotte Business Associations responsibility to replace/repair.

If there are any costs for any city staff/material/property for said event, the WBA will be responsible for those fees no later than 30 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the WBA. This means any glass, spills; broken items will need to be cleaned during the event. The WBA and WRIF must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached applications).

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several quality of life events throughout the

year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

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

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

Information sheets

MODEL RESOLUTION:

RESOLUTION by Councilman _____

WHEREAS the Special Events Coordinator has requested to grant permission to the Wyandotte Business Association for the use of City Property on November 19th - 23rd 2015, with said event to be held on:

November 2015: WRIF .5K Run with Dave & Chuck Morning Show

- Thursday or Friday November 20th reserve the Theater Lot to begin set up for the event and reserve for the weekend until tent removal is complete Sunday / Monday
- WBA will need use of Biddle Avenue immediately after the parade route is complete
- Road Closures at Elm Street / 1st Street / Theater Lot area starting at November 21, 2015 5:00 am until 8:00 pm - see attached diagram

Street Closures:

- Saturday November 21st beginning 5:00 am until 8:00 pm - Elm Street between 1st Street & up to CVS alley way
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- No Parking Signs Saturday November 21st 5:00 am to 8:00 pm. Place on both sides of Elm Street between 1st street and CVS alley way. Also include 1st Street where roads are closed.
- Barricades as needed for closures noted above

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the use of city property for the Wyandotte Business Association for the .5K Run with Dave and Chuck Morning

Show.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke

Galeski

Miciura

Sabuda

Schultz

VanBoxell

Application for Special Event

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

Date of proposed event: November 21st 2015 Times: 5:00am to 8:00pm
Name of Applicant: ~~Wyo~~ Dan Cataldo
Name of Business or Organization: Wyandotte Business Association
Type of legal entity of your business/organization: Non-Profit
Name of individual authorized to sign documents on behalf of your business/organization: Phil Ranch
Address: Sweet Arrangements 3209 Biddle Ave Wyandotte, MI 48192
Email: Sweetarr@sbcglobal.net Cell Phone: 734-558-9779

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

Site of proposed event: Theater Lot including Surrounding 1st & Elm ST.

Estimated maximum number of persons expected at the event for each day: 2,000

Is Alcohol going to be served or provided at this event: Yes Do you have a license: Yes

Do you need water hook up for this event? Not at this time

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

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

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

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

WBA Event **November 21, 2015 - WRIF .5K Run with Dave & Chuck Morning Show**

- Thursday or Friday November 20th reserve the Theater Lot to begin set up for the event and reserve for the weekend until tent removal is complete Sunday / Monday
- WBA will need use of Biddle Avenue immediately after the parade route is complete
- Road Closures at Elm Street / 1st Street / Theater Lot area starting at November 21, 2015 5:00 am until 8:00 pm – see attached diagram

Event Hours Early morning set up Saturday November 21st at 5:30 am until 8:00 pm clean up complete

WBA Contact Dan Cataldo cell: 734-624-5144 / Nick Bader: - 734-624-1145

Details

101 WRIF, and top rated morning show Dave & Chuck The Freak, will begin to promote the 2nd Annual "Dave & Chuck The Freak .5K" (1/3 mile). Listeners and fans of the show will be encouraged to go online to www.wrif.com to register to participate in the Run/Walk. Entry Fee will be \$20 which will include an official "Dave & Chuck .5K" T-Shirt and gift bag. A portion of proceeds from the registration will benefit a selected charity. There will be additional prizes for Best Dressed runners/teams, as well as register to wins for prizes such as a mountain bike from New Belgium Brewery and other prizes. WRIF will provide extensive marketing and radio promotions featuring the event in Wyandotte.

Participants can pre-register or will also have the opportunity to register the morning of the run. On the day of the event, people will come out to the designated location to check in and/or register to participate in the run/walk. 101 WRIF will broadcast live from Wyandotte during the day. At the designated time, the run will commence, with Dave & Chuck leading the crowd. Following the run, there will be a post game party to go on into the afternoon at the Old Theater Lot at 1st & Elm Street.

The WBA will rent a large tent with side walls to hold a beer trailer and live radio broadcast. The WBA will obtain a 1 day alcohol license for the fenced in Theater Lot area and will sell draft beers. Security and age verification controls will be in place. WBA and WRIF will feature live entertainment at the event location. The WBA understands the need for exit signage and no smoking signage for the tent interior. Inspection by WFD Chief Carly

Proposed Timeline

9:00 am – Check In/Registration Begins / WRIF Begins Broadcasting Live

11:00 am or after parade is complete and Biddle Avenue is clear - .5K Begins on Biddle Ave (depending on route and attendance, about 30-45 mins to complete) see attached run route

12:00 pm – Post Run Party at tented area on Theater Lot

4:00 pm – 5:00 pm Event Ends

Street Closures

- Saturday November 21st beginning 5:00 am until 8:00 pm - Elm Street between 1st Street & up to CVS alley way
- Also Include 1st Street between Chelsea Mens Store & corner of Elm St at Nannas
- Re-open streets Saturday November 21st by 8:00 pm
- No Parking Signs Saturday November 21st 5:00 am to 8:00 pm. Place on both sides of Elm Street between 1st street and CVS alley way. Also include 1st Street where roads are closed.
- Barricades as needed for closures noted above

Fencing To be determined

Show Mobile No

Trash Cans

Yes – 6 Green Drums. Elm St by Theater Lot. DPS Dump Truck for trash parked near Theater Lot.

Tables and Chairs

WBA to Provide

Electricity

Yes – Electrical layout and applications will be provided

Municipal Cable / Internet

A direct connection to internet is needed at Theater Lot for WRIF Live Broadcasting
Digital Cable to broadcast NCAA Football during the event

Water Hydrants

Not needed at this time

Other Set up

- WBA provide Porta Johns, Tents, Beer Trailer
- Set up beginning- Tent Rental possibly Thursday or Friday before the event
- Various Vendor Booths and Food Vendors

Tear Down

- Street to be opened Saturday November 21st by 8:00 pm
- Volunteers to help clean up garbage and trash

Oak St

STAGE AREA 4

STAGE AREA 3

STAGE AREA 2

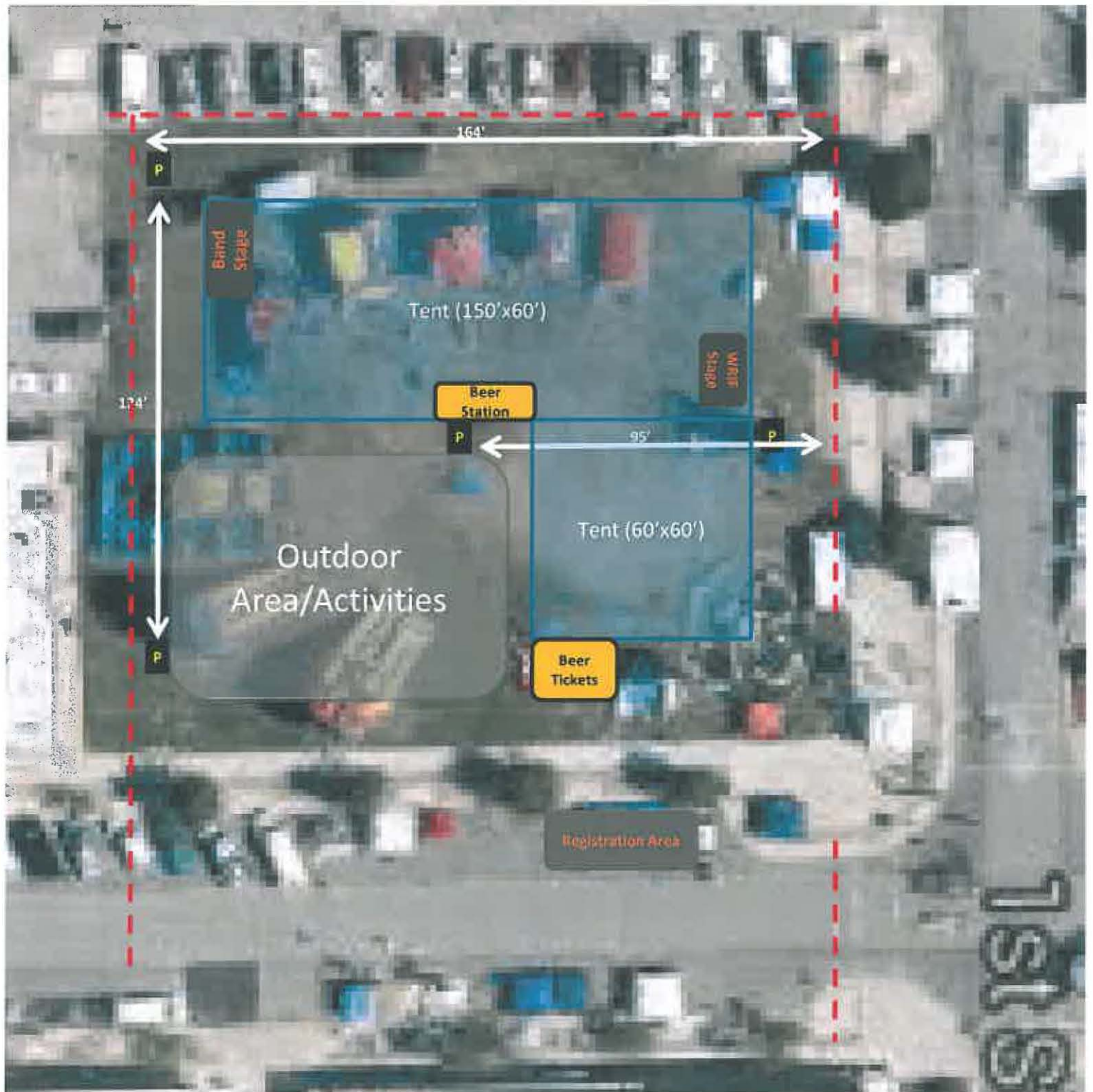
STAGE AREA 1

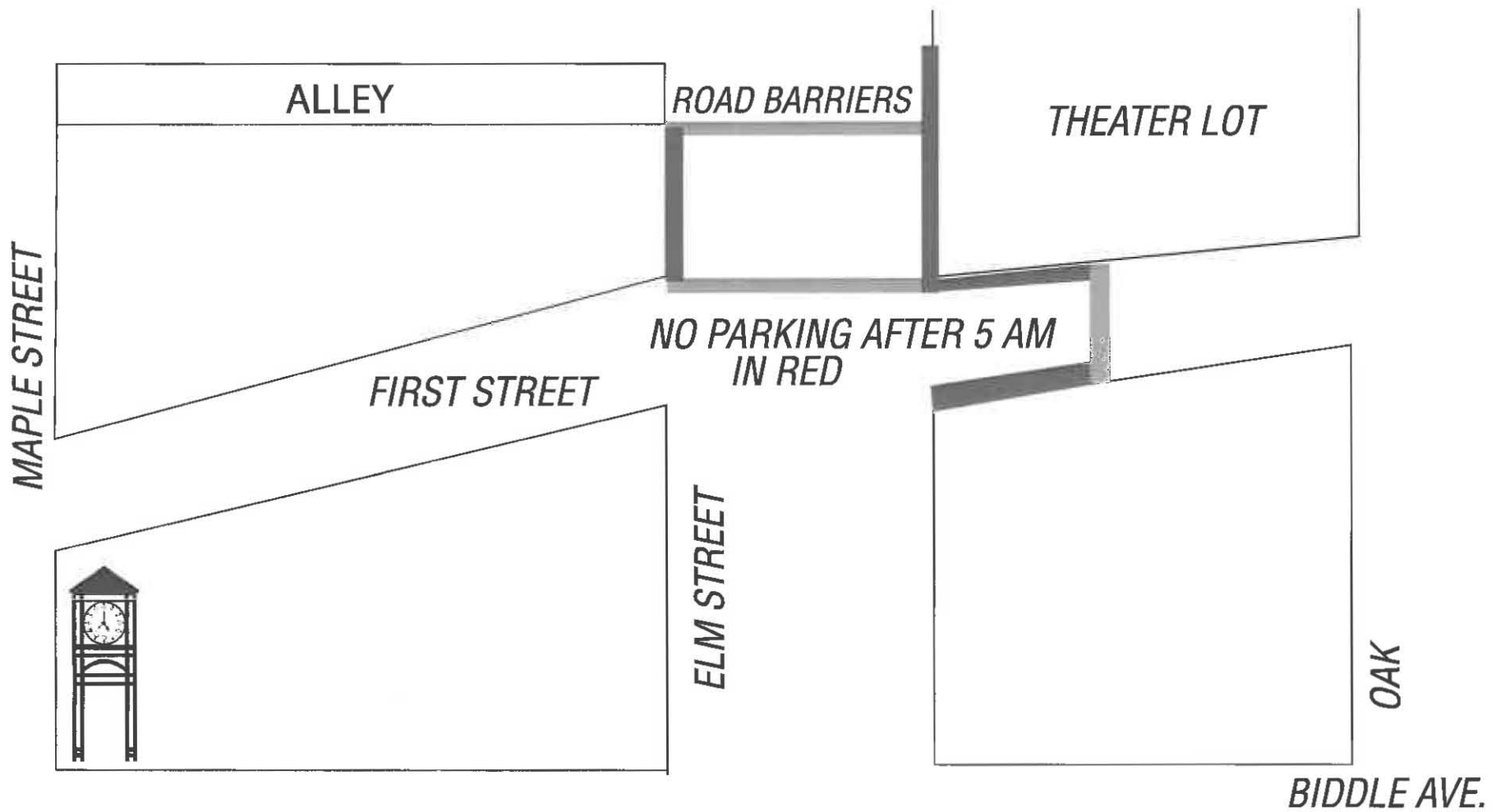
START

FINISH

Biddle Ave







 NO PARKING NOVEMBER 21ST 5 AM TO 8 PM

 ROAD CLOSED BARRIERS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9, 2015

AGENDA ITEM # **4**

ITEM: Amendments to the City of Wyandotte Zoning Ordinance Article XIV – B-2 General Business District – Section 1401 Special Uses, Section H and Article XXII – Section 2200 Special Land Uses, Section V – Outdoor Sales Space for New or Used Automobiles, Recreations Vehicles, Mobile Homes and Boats

PRESENTER: Elizabeth A. Krimmel, Chairperson Planning Commission

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: At a recent meeting of the Planning Commission, the Commissioners discussed the location for the outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats. This use is currently allowed in the B-2 Zoning District or on Fort Street, Eureka, Ford Avenue, Goddard and Biddle Avenue. The Commission determined that this use should only be allowed on Fort Street, M-85. Therefore, please find attached two (2) Ordinances to amend Article XIV and Article XXII to only allow outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats on Fort Street, M-85.

If you concur with this recommend, please refer same to the Planning Commission for the required public hearing.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: Refer proposed changes to the Zoning Ordinance to the Planning Commission for the required public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Planning Commission holds public hearing with recommendation to be reported back to City Council for action.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrysdale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Seal*

MAYOR'S RECOMMENDATION: *ASP*

LIST OF ATTACHMENTS: Current Ordinance and Proposed Ordinance

RESOLUTION

Wyandotte, Michigan
Date: November 9, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Chairperson of the Planning Commission regarding changes to the Wyandotte Zoning Ordinance, Article XIV – B-2 General Business District and Article XXII to only allow outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats on Fort Street, M-85 only, is hereby referred to the Planning Commission for the proper public hearing.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY ADDING

ARTICLE XXII – SECTION 2200 SPECIAL LAND USES, SECTION V – Outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1.

The following Section of the City of Wyandotte Zoning Ordinance entitled “Article XXII – Section 2200 Special Land Uses,” Section V, entitled “Outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats” by adding #(9) to read the following:

ARTICLE XXII SPECIAL LAND USES

Sec. V. (9) Outdoor sales spaced for new or used automobiles, recreational vehicles, mobile homes and boats shall only be allowed on Fort Street (M-85).

Section 2.

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 3.

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 4.

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 5.

This Ordinance shall take effect 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 and inspected.

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

YEAS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

ABSENT _____

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 200__.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, _____ day of _____, 200__.

Lawrence S. Stec, City Clerk

Joseph R. Peterson, Mayor

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XIV – B-2 General Business District, Section 1401 SPECIAL USES, Section H– Outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1.

The following Section of the City of Wyandotte Zoning Ordinance entitled “Article XIV – Section 1401 Special Uses,” Section H, entitled “Outdoor sales space for new or used automobiles, recreations vehicles, mobile homes and boats” be amended to read the following:

ARTICLE XIV SPECIAL USES

Sec. H. Outdoor sales spaced for new or used automobiles, recreational vehicles, mobile homes and boats shall only be allowed on Fort Street (M-85) and no used car lot shall be permitted within seven hundred fifty (750) feet of another used car lot.

Section 2.

Nothing in this Ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 3.

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 4.

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

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This Ordinance shall take effect 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 and inspected.

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

YEAS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

ABSENT _____

I hereby approve the adoption of the foregoing Ordinance this ____ day of _____, 200__.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, _____ day of _____, 200__.

Lawrence S. Stec, City Clerk

Joseph R. Peterson, Mayor

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9, 2015

AGENDA ITEM # **5a**

ITEM: Sale of the City Owned Property Former 552 Cherry (23.33' x 140')

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 11-4-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was purchased with TIFA Area Funds. Recommendation is to:

- Sell 16.66 feet of the property to the adjacent property owners at 558 Cherry, for the amount of \$833.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 50' x 140'.
- Sell 6.67 feet of the property to the adjacent property owners at 540 Cherry, for the amount of \$333.50 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 66.67' x 140'.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved a closing will be scheduled.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDysdale*

LEGAL COUNSEL'S RECOMMENDATION: *W LOOK (Reviewed Agreements)*

MAYOR'S RECOMMENDATION: *AKP*

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

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

City
XXXXXXX of
XXXXXX

Wyandotte, Wayne County, Michigan, described as follows:
west 6.67 feet of the east 33.33 feet of Lot 13 thereof Plat of Part of Wyandotte, Block 153, as recorded in Liber 15, Page 142 of
Plats WCR being known as part of the Part of the Former 552 Cherry 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 Three
Hundred Thirty Three Dollars 50/100 and 00/100 (\$333.50) 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 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 Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ 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 set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, 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: <u>None</u> If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	<p>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.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Authorization	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 540 Cherry. 3. Purchaser is responsible for all closing fees including, title premium, combination fee of \$30.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

Stacey L. Look L. S.
Stacey L. Look Purchaser
Douglas P. Lang L. S.
Douglas P. Lang Purchaser
Address 540 Cherry, Wyandotte, Michigan
Phone: 734-282-4069

Dated _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____
Seller

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L.S.

Lawrence S. Stec, City Clerk L. S.
Address 3200 Biddle Avenue, Wyandotte

Dated: _____

Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S.
Purchaser

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

West 16.66 Feet of the east 33.33 Feet of Lot 13 Block 153 Plat of Part of Wyandotte Subdivision, as recorded in Liber 1 Page 142 of Plats, Wayne County Records being known as former 1828 8th Street, and to pay therefore the sum of Eight Hundred Thirty Three Dollars & 00/100 (\$833.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$833.50 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the 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 <u>558 Cherry, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall revert to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
Possession	If the Seller occupies the property, it shall be vacated on or before <u>time of closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>n/a</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

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

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

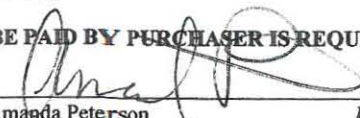
By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer.

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval. 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 558 Cherry. 3. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 558 Cherry is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:


Amanda Peterson L. S.
Purchaser

Purchaser

Address 558 Cherry, Wyandotte.

Dated _____

Phone: 734-552-5350

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____

Phone _____

By: _____
Broker

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L. S.
Seller

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Kechn
CITY ASSESSOR



COUNCIL

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

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

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

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on September 10, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 9, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sale the former 552 Cherry to

- Sell 6.67 feet of the property to the adjacent property owners at 540 Cherry, for the amount of \$333.50 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 66.7' x 140'
- Sell 16.66 feet of the property to the adjacent property owners at 558 Cherry, for the amount of \$833.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 50' x 140';

AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 9, 2015

AGENDA ITEM # **5b**

ITEM: Sale of the City Owned Property Former 849 Superior (10.5' x 115')

PRESENTER: Mark A. Kowalewski, City Engineer

Mark A. Kowalewski, 11-4-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was purchased with TIFA Area Funds. Recommendation is to sell the 10.5 feet of the Former 849 Superior to the adjacent property owners at 855 Superior, for the amount of \$525.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 45.5' x 115'.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved a closing will be scheduled.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDysdale*

LEGAL COUNSEL'S RECOMMENDATION: *W LOOK (reviewer agreement)*

MAYOR'S RECOMMENDATION: *ALP*

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

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

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

City of
X
X
X

Wyandotte County, Michigan, described as follows:
West 10.5 feet of Lot 55 Bishops Subdivision, as recorded in Liber 25, Page 53 of Plate WCR, being known as part of the Part of the Former 849 Superior 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 Five Hundred Twenty-Five Dollars and 00/100 (\$525.00) 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: 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 Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ 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 set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, 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: <u>None</u> 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 the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

<p>Taxes and Prorated Items</p>	<p>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.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
<p>Broker's Authorization</p>	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval: 2. Purchaser combining this property with property currently owned by Purchaser known as 855 Superior. 3. Purchaser is responsible for all closing fees including title premium, Wayne County Fee of \$150.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

Joseph Swiderski L.S. Purchaser

Margaret Swiderski L.S. Purchaser
Address 2221 6th Street, Wyandotte, MI
Phone: 313 339 3107

Dated 9-30-15

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

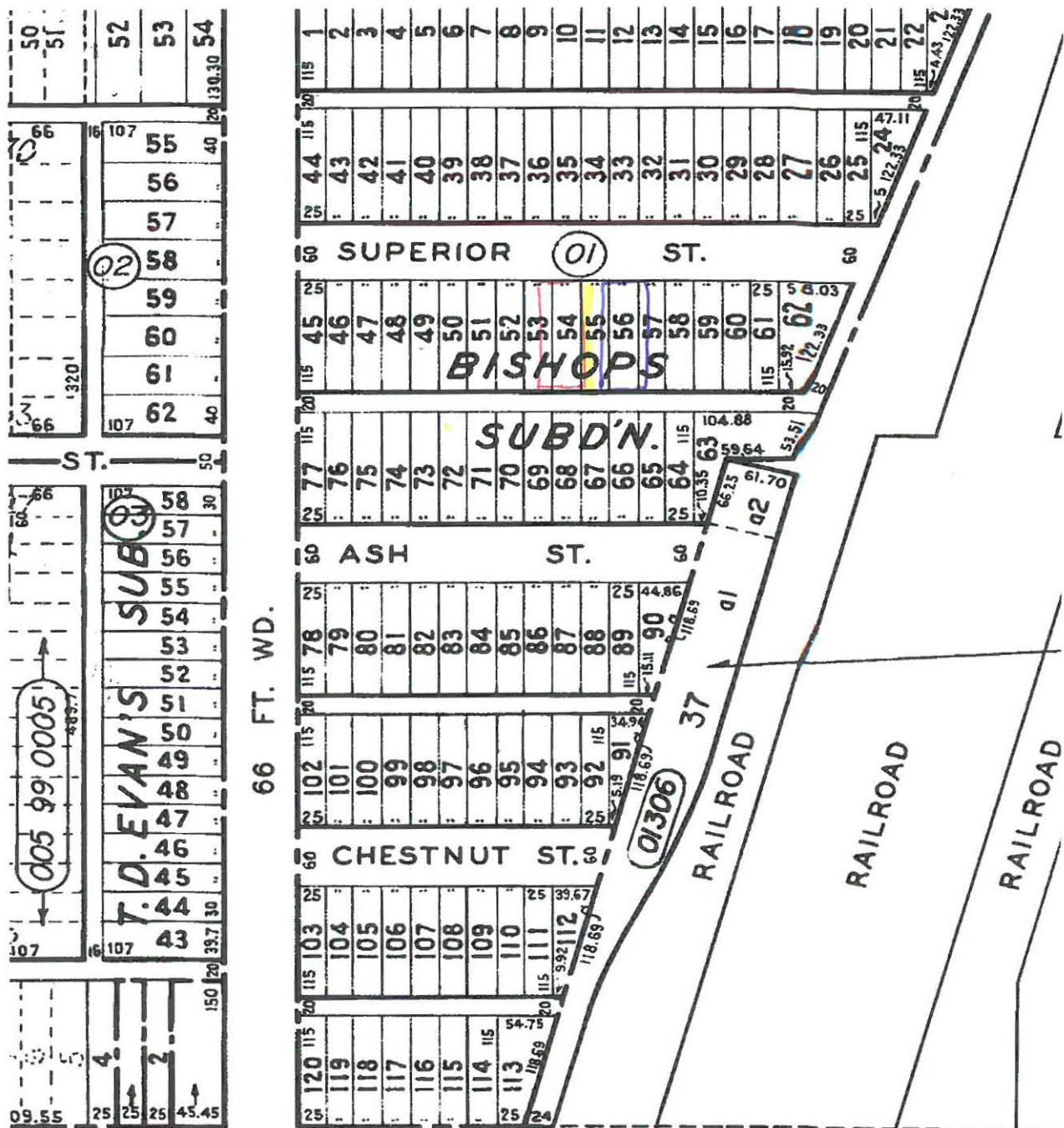
Joseph R. Peterson, Mayor L.S.

Lawrence S. Stec, City Clerk L.S.
Address 3200 Biddle Avenue, Wyandotte
Phone 734-324-4555

Dated: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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



841 Superior - LOT 55 EXC THE W 10.5 FT THEREOF and all of LOT 56 AND W 6 FT OF LOT 57 BISHOPS – Owner – Ms. Armatis - Lot Size: 45.5' x 115'

849 Superior - THE W 10.5 FT OF LOT 55 BISHOPS SUB T3S R11E L25 P53 WCR – Owner City of Wyandotte Lot Size: 10.5' x 115'

855 Superior - E 10 FT OF LOT 53 ALSO LOT 54 BISHOPS SUB T3S R11E L25 P53 WCR – Owners: Mr. and Mrs. Swiderski – Lot Size: 35' x 115'

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

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

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on September 10, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: November 9, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sell 10.5 feet of the former 849 Superior to the adjacent property owners at 855 Superior for the amount of \$525.00.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, November 2, 2015, and was called to order at 7:00pm, Honorable Mayor Joseph R. Peterson presiding.

The meeting began with the Pledge of Allegiance, followed by roll call.

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, and VanBoxell

Absent: NONE

Also Present: Thomas Woodruff, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

PRESENTATION

Steve Timcoe from Wyandotte Cable addressed issues brought up by Council and citizens.

UNFINISHED BUSINESS

AGENDA ITEM #1

Communication from Recreation Superintendent, Justin N. Lanagan, regarding Memorial Park baseball field drainage.

COMMUNICATIONS MISCELLANEOUS

None

PERSONS IN THE AUDIENCE

Rene Tarnowski, 2312 1st St., regarding Wayne County lawsuit

Robert & Anna Davey, 2770 23rd St., requesting removal of tree

Mike Quint of Quint Plumbing, 4144 6th St., regarding concerns about re-bidding process of Memorial Park baseball field drainage work

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

AGENDA ITEM #2

Communication from Mayor, Joseph R. Peterson, regarding the re-appointment of Donald Schultz to the Retirement Commission.

AGENDA ITEM #3

Communication from Mayor, Joseph R. Peterson, regarding the appointment of Nancy Bozzo to the Cultural & Historical Commission.

AGENDA ITEM #4

Communication from Special Events Coordinator, Heather A. Thiede, regarding the carriage rental agreement with Ann Arbor Carriage.

AGENDA ITEM #5

Communication from City Engineer, Mark Kowalewski, regarding the sale of the Millenium Trolley to Trinity Transportation.

AGENDA ITEM #6

Communication from City Engineer, Mark Kowalewski, and Marina Committee Member, Leo Stevenson, regarding the Transient Marina & Boating Infrastructure Grant Program (BIGP)

- Communication from Patricia Clarkson, 1017 1st St., and Paul St. Pierre, 2015 Entertainment Chairperson of Seaway Boat Club, supporting marina project

REPORTS AND MINUTES

City Council	October 26, 2015
Financial Services Daily Cash Receipts	October 20, 2015
Beautification Commission	October 13, 2015
Fire Commission	October 13, 2015
Police Commission	October 13, 2015

REPORTS AND MINUTES (CONT.)

Police Commission	October 27, 2015
Recreation Commission	October 13, 2015
Retirement Commission	October 22, 2015
Zoning Board of Appeals	October 7, 2015

CITIZENS PARTICIPATION

David Giles, a consultant and yachtsman, in support of the marina project.

John Rouso, representative from RP McMurphy's, in support of the marina project.

Dan Romanek, 1080 1st St., in opposition of the marina project.

Chris Calvin, 466 Sycamore, in support of marina project and trolley sale.

Tom Kaul, 3115 Van Alstyne, regarding city property maintenance of the catch basin on Van Alstyne

RECESS**RECONVENE**

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, and VanBoxell

Absent: NONE

Also Present: Thomas Woodruff, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

HEARINGS**SHOW CAUSE HEARING****OPPORTUNITY TO SHOW CAUSE**

**WHY THE STRUCTURE AT 122 CLINTON SHOULD NOT BE REMOVED
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE**

- Property is vacant and in disrepair, demolition recommended by Hearing Officer, Lou Parker

**SHOW CAUSE HEARING
OPPORTUNITY TO SHOW CAUSE**

**WHY THE STRUCTURE AT 1866 LINDBERGH SHOULD NOT BE REMOVED
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE**

- Owner, Shady Awad of 22805 Goddard Road, Taylor, provided proof of ownership and spoke about his plans to renovate property
- Lou Parker, Hearing Officer, stated that work is being done and property is improving
- Mayor and Council removed resolution to demolish property

RESOLUTIONS

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED that the minutes of the meeting held under the date of October 26, 2015, be approved as recorded, without objection.

Motion unanimously carried.

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED by the City Council that the Superintendent of Recreation is directed to rebid the Memorial Park Baseball Field Drainage project and to publish for bids in the newspaper and any other means the superintendent believes would be appropriate.

Motion unanimously carried.

By Councilperson Galeski, supported by Councilperson Fricke

BE IT RESOLVED that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to reappoint Councilman Donald Schultz to the Retirement Commission. Term to expire May 2017.

Motion carried.

ABSTAIN: Councilperson Schultz

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Nancy Bozzo of 224 Felice St., Wyandotte, MI 48192 to the Cultural & Historical Commission. Term to expire December 2018.

Motion unanimously carried.

By Councilperson Galeski, supported by Councilperson Schultz

WHEREAS the Special Events Coordinator has requested to contract the services of Ann Arbor Carriage, in conjunction with the Wyandotte Christmas Parade on Saturday, November 21st 2015, with said services to be held on Biddle Avenue.

WHEREAS said services will consist of the following event, time and cost:

One horse-drawn carriage 9:30 am – 12 pm \$595

RESOLVED that Council concurs with the Special Events Coordinator to APPROVE the contract for Ann Arbor Carriage for the 2015 Christmas Parade with funds to be paid from the Christmas Parade Account 285-225-925-825, AND

THEREFORE BE IT RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

By Councilperson Galeski, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to sell the Millennium Trolley to Trinity Transportation by accepting their bid in the amount of \$19,110 provided that the City of Wyandotte may attach a temporary sign on the trolley for city events, so long as it is done in such a manner as not to damage the trolley; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the Agreement with Trinity Transportation and the title to sell the Trolley to Trinity Transportation. Motion carried.

NAY: Councilperson Miciura

By Councilperson Galeski, supported by Councilperson Schultz

BE IT RESOLVED BY THE MAYOR AND COUNCIL that the City Council agrees to accept the U.S. Fish and Wild Life Service, Boating Infrastructure Grant Program (BIGP) in the amount of \$1,170,500 or 50% of the cost to construct the Bishop Park Transient Marina; AND

BE IT FURTHER RESOLVED that the City Council agrees to provide matching funds from Tax Increment Finance Authority (TIFA) budget of \$1,170,500 Account no. 492-200-850-541; AND

BE IT RESOLVED that the City Engineer is directed to complete the grant application to accept said grant and the Mayor and City Clerk are authorized to sign any required documents.

YEA: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, VanBoxell, & Mayor Peterson

NAY: NONE

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED that a hearing was held on 2nd of November, 2015, where all parties were given an opportunity to show cause, if any they had, why the structure at 122 Clinton, Wyandotte, should not be demolished or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered the communication dated August 29, 2014; October 27, 2014, Show Cause Hearing Minutes from July 29, 2015; September 30, 2015, and inspection report dated August 29, 2014, and re-inspection on September 30, 2015, and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 122 Clinton, Wyandotte should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien.

BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY-ONE (21) days of the date of this resolution if they so desire; AND

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

Motion unanimously carried.

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED that the total bills and accounts of \$47,549.62 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

Resolution regarding demolition of 1866 Lindbergh removed by Mayor and Council

By Councilperson Galeski, supported by Councilperson Schultz

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 11:05p.m.

Motion unanimously carried.

Lawrence S. Stec, City Clerk

10/30/2015 02:56 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 10/30/2015 - 10/30/2015 Open Receipts

Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
O RE FIRE REPORT # 15-483 REC# 557940	10/30/2015	ktrudell	F2	LEXIS NEXIS 101-000-655-040 RECEIPTS-MISCELLANEOUS	10.00 CITY CHECK 549530021
O RE RESCUE REPORT # 14-1512 REC# 557941	10/30/2015	ktrudell	F2	DAVID CHRISTENSEN 101-000-655-040 RECEIPTS-MISCELLANEOUS	10.00 CITY CHECK 4996
O RE ERIC EDWARDS RESTITUTION CASE # 14-3827 REC# 557942	10/30/2015	ktrudell	F2	27TH JUDICIAL DISTRICT 101-000-655-040 RECEIPTS-MISCELLANEOUS	125.00 CITY CHECK 32376
O TS MONTHLY DEL TAX SETTLEMENT SEPT 2015 REC# 557943	10/30/2015	ktrudell	F2	WAYNE COUNTY TREAS 101-000-411-085 COUNTY DEL TAX SETTLEMENT	5,270.40 CITY CHECK 2333876
O MZ USE TAX DISTRIBUTION REC# 557944	10/30/2015	ktrudell	F2	LOCAL COMMUNITY STABILATION AUTHORIT 101-000-411-091 USE TAX-PA 86-LOCAL COMM S	59,701.00 CITY CHECK 100059
O MZ TRAFFIC SIGNAL ENERGY CREDIT JULY-SEPT 2015 REC# 557945	10/30/2015	ktrudell	F2	WAYNE COUNTY TREAS 202-000-202-000 A/P - ACCRUED	6,199.02 CITY CHECK 2334040
O EP POLICE DEFINED BENEFIT REC # 557946	10/30/2015	ktrudell	F2	CITY OF WYANDOTTE 731-000-392-040 PD EMPLOYEE PENSION CONTR	898.16 CITY CHECK 120554

Total of 7 Receipts

72,213.58

10/30/2015 02:56 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/2

Post Date from 10/30/2015 - 10/30/2015 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

*** TOTAL OF CREDIT ACCOUNTS ***

101-000-411-085 COUNTY DEL TAX SETTLEMENT					5,270.40
101-000-411-091 USE TAX-PA 86-LOCAL COMM STABILIZATION					59,701.00
101-000-655-040 RECEIPTS-MISCELLANEOUS					145.00
202-000-202-000 A/P - ACCRUED					6,199.02
731-000-392-040 PD EMPLOYEE PENSION CONTR					898.16
TOTAL - ALL CREDIT ACCOUNT					72,213.58

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash					65,116.40
202-000-001-000 Cash					6,199.02
731-000-001-000 Cash					898.16
TOTAL - ALL DEBIT ACCOUNTS					72,213.58

*** TOTAL BY FUND ***

101 General Fund					65,116.40
202 Major Street Fund					6,199.02
731 Retirement System Fund					898.16
TOTAL - ALL FUNDS:					72,213.58

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND	<u>Tender Code/Desc.</u>	
	(CCK) CITY CHECK	65,116.40
TOTAL:		65,116.40
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	(CCK) CITY CHECK	898.16
TOTAL:		898.16
SPEC SPECIAL REVENUE FUNDS	(CCK) CITY CHECK	6,199.02
TOTAL:		6,199.02
TOTAL - ALL BANKS:		72,213.58

*** TOTAL OF ITEMS TENDERED ***

	<u>Tender Code/Desc.</u>	
	(CCK) CITY CHECK	72,213.58
TOTAL:		72,213.58

*** TOTAL BY RECEIPT ITEMS ***

(1) EP: PD EMPLOYEE PENSION CONTR		898.16
(2) MZ: MISC CASH/VARIOUS		65,900.02
(3) RE: RECEIPTS-MISCELLANEOUS		145.00
(1) TS: COUNTY DEL TAX SETTLEMENT		5,270.40
TOTAL - ALL RECEIPT ITEMS:		72,213.58

11/05/2015 03:14 PM

User: ktrudell

DB: Wyandotte

Receipt #

Description

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 11/05/2015 - 11/05/2015 Open Receipts

Date	Cashier	Wkstn	Received Of	Distribution	Amount
11/05/2015	ktrudell	F2	TRIFECTA ATM		
AT	101-000-001-000		101-000-650-022	COURT ATM COMMISSION	13.50 CITY CHECK 9146
ATM COMMISSION					
REC# 557947					
11/05/2015	ktrudell	F2	MICH BELL/AT&T		
MZ	101-000-001-000		101-000-655-047	Misc Receipts-Cable Franch	34,693.25
MZ	101-000-001-000		101-000-068-011	D/T/F Municipal Service (P	13,877.30
					<hr/>
					48,570.55 CITY CHECK 1412753
JULY-SEPT 2015					
FRANCHISE FEES/IN-KIND PEG FEES					
REC# 557948					
11/05/2015	ktrudell	F2	CITY OF WYANDOTTE		
EP	731-000-001-000		731-000-392-040	PD EMPLOYEE PENSION CONTR	898.48 CITY CHECK 120723
POLICE DEFINED BENEFIT					
REC# 557949					
Total of 3 Receipts					<hr/>
					49,482.53

11/05/2015 03:14 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/2

Post Date from 11/05/2015 - 11/05/2015 Open Receipts

Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
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*** TOTAL OF CREDIT ACCOUNTS ***

101-000-068-011 D/T/F Municipal Service (PEG Fees)					13,877.30
101-000-650-022 COURT ATM COMMISSION					13.50
101-000-655-047 Misc Receipts-Cable Franchises					34,693.25
731-000-392-040 PD EMPLOYEE PENSION CONTR					898.48
					<u>898.48</u>
TOTAL - ALL CREDIT ACCOUNT					49,482.53

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash					48,584.05
731-000-001-000 Cash					898.48
					<u>898.48</u>
TOTAL - ALL DEBIT ACCOUNTS					49,482.53

*** TOTAL BY FUND ***

101 General Fund					48,584.05
731 Retirement System Fund					898.48
					<u>898.48</u>
TOTAL - ALL FUNDS:					49,482.53

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND					
				<u>Tender Code/Desc.</u>	
				(CCK) CITY CHECK	48,584.05
				TOTAL:	48,584.05

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

				(CCK) CITY CHECK	898.48
				TOTAL:	898.48

				TOTAL - ALL BANKS:	<u>49,482.53</u>
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*** TOTAL OF ITEMS TENDERED ***

				<u>Tender Code/Desc.</u>	
				(CCK) CITY CHECK	49,482.53
				TOTAL:	<u>49,482.53</u>

*** TOTAL BY RECEIPT ITEMS ***

(1) AT: COURT ATM COMMISSION					13.50
(1) EP: PD EMPLOYEE PENSION CONTR					898.48
(2) MZ: MISC CASH/VARIOUS					48,570.55
					<u>48,570.55</u>
TOTAL - ALL RECEIPT ITEMS:					49,482.53

DDA Event Report					
Services Paid For		July	August	September	Totals
Horse & Carriage					\$ -
City Trolley					\$ -
City Trolley Driver Fee					\$ -
City Showmobile					\$ -
City Electric					\$ -
City Labor			1191.94	1343.87	\$ 2,535.81
Printing - Posters		257.27	1233.2		\$ 1,490.47
Flyers		75	75	75	\$ 225.00
Delivery Services					\$ -
City Fort Street Sign					\$ -
Entertainment			1250	1200	\$ 2,450.00
SWCRC E-Blast				1600	\$ 1,600.00
Heritage Newspaper					\$ -
Times Herald					\$ -
Advertising		654	4070	2250	\$ 6,974.00
Advertising			1098.39		\$ 1,098.39
Promotional Items					\$ -
Supplies			2475		\$ 2,475.00
Supplies			2650	3780	\$ 6,430.00
Misc Supplies			2883.3		\$ 2,883.30
Misc - Portable Bathrooms			728.47	3008	\$ 3,736.47
Misc			3249.27	500	\$ 3,749.27
Misc			1350	300	\$ 1,650.00
Misc				120	\$ 120.00
Cleanup/Setup		50	1290	120	\$ 1,460.00
Cleanup/Setup		50	120		\$ 170.00
Cleanup/Setup			120		\$ 120.00
Cleanup/Setup			700		\$ 700.00
					\$ -
					\$ -
					\$ -
	Event Totals	\$ 1,086.27	\$ 24,484.57	\$ 14,296.87	\$ 39,867.71

Refer to Monthly breakdowns for where individual checks are written.					
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OFFICIALS

Thomas Woodruff
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
TREASURER



COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Tadeusz Miciura Jr.
Leonard T. Sabuda
Donald Schultz Jr.
Kevin VanBoxell

DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Minutes
Tuesday, October 13th, 2015 at 5:30 pm
Council Chambers, 3200 Biddle Avenue, Suite 300, Wyandotte Mi. 48192

MEMBERS PRESENT: Gerry Lucas, Patt Slack, Greg Gilbert, Rick DeSana, John Jarjosa Norm Walker and Leo Stevenson

MEMBERS EXCUSED: Mayor Peterson, Anne Majlinger

OTHER PRESENT: John Darin – Wyandotte Beautification Commission

PERSONS IN THE AUDIENCE, PUBLIC COMMENT:

John Darin, Chairperson for Wyandotte Beautification Commission spoke to the board regarding the Adopt A Spot Program. He also reported on their spending for the year and additional projects. G. Gilbert commented on the DDA budget, and recommended the commission to make a wish list for the DDA to review on the chance there are additional funds available. L. Stevenson stated those additional funds go in to the fund balance at the end of the year. The board discussed.

Vanessa owner of Glow Fish spoke on maintaining the tree box in front of her business. She commented that the trees are in need of being trimmed and will need to be replaced sometime soon. She recommends planning in the budget for tree replacement.

APPROVAL OF MINUTES & AGENDA:

Motion by G. Lucas supported by N. Walker to approve the minutes from the last meeting and agenda for the October 13th 2015 meeting. All in favor, motion carried.

INFORMATION TO RECEIVE & PLACE ON FILE:

- a. Beautification Commission meeting minutes

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

MONTHLY REVENUE/EXPENDITURE REPORT:

P. Slack presented the monthly revenue and expenditure report and G. Gilbert commented on the \$40,000 left over in the budget. He stated that he feels the DDA needs a better balance and that if groups like the Beautification Commission have projects that the DDA could fund he would support that. The group discussed. G. Gilbert asked about the \$518.86 from Fund Balance to Purple Heart Account.

3200 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-7298 • Fax 734-324-7283 • email: dda@wyan.org • www.wyandotte.net



Equal Housing Opportunity/Equal Opportunity Employer



Motion by G. Lucas supported by R. DeSana to approve the monthly revenue and expenditure report and move \$518.86 from the Fund Balance to Purple Heart Account. Roll Call, all in favor, motion carried.

ONGOING PROJECTS AND BUSINESS:

- a. Holiday Decorations: P. Slack stated the contract was approved by City Council so the company is moving forward.
- b. Oct. Third Friday: P. Slack stated that it is coming along and Matt Lee will be doing the media for the WBA for the event. Channel 2 promoted the event and his participation with the WBA has been wonderful. The next event he will promote will be the Small Business Saturday. L. Stevenson stated he felt the September Third Friday was very successful this year.
- c. Marina Project: L. Stevenson updated the group on the progress of the marina and gave some history about the project. Met with a contractor that made a commitment to build the marina within the cost budgeted. The committee was able to source two operators that agreed to operate the marina at no cost and consulted with a professional on the marketing of the marina. The DDA did a survey about nine months ago to gather information on if the marina would be used; the details received showed 98% individuals who responded would use the marina multiple times. He stated the marina would add to the many reasons why Wyandotte is so popular and a destination. The marina committee will make a recommendation to city council to accept the grant from the DNR and L. Stevenson would like to ask for a motion from the DDA for the city council to make a motion to accept the grant money from the DNR at the November 2nd council meeting.

The committee respectfully recommends to the Mayor and City Council that the Michigan Department of Resources Waterways grant be accepted and the set aside TIFA funds be utilized to build a marina as outlined in the February 4th 2009 Transient Marina study and that city of Wyandotte immediately begin the process of obtaining official bids for the engineering drawings and construction of the marina. The committee also recommends a separate committee be formed to oversee the bid, construction, selection of ongoing marina operator and marketing phase of the marina. Motion by L. Stevenson, supported by G. Lucas, all in favor, Motion carried.

NEW BUSINESS:

- a. Hiring of a new DDA Director: P. Slack stated they are hiring a new DDA Director and after the interview process they will report to the group the findings.
- b. Grants: G. Gilbert stated that Alvi's has been being worked on for two years now and not completed, L. Stevenson stated that he is working on the project and is close to completion.

Motion by G. Gilbert, supported by G. Lucas to roll over \$29,000 in grants not yet paid from the 2015 fiscal year to 2016 . Roll call, all in favor, motion carried.

NEXT REGULAR MEETING: November 10th, 2015

ADJOURNMENT:

Motion by G. Gilbert, supported by N. Walker to adjourn the September DDA meeting. All in favor, motion carried.

Respectfully Submitted,

Heather Thiede, Recording Secretary

WBA Master Event Control Log			Jul-15			
Services Paid For	Company	Our Reference	Amount	Computer Log	Check #	
Horse & Carriage						
City Trolley	City of Wyandotte					
City Trolley Driver Fee						
City Showmobile						
City Electric						
City Labor						
Printing - Posters	Speedy Printing		257.27		3670	
Poster Delivery	Karlie Bader		75		3673	
Delivery Services						
City Fort Street Sign						
Entertainment						
Entertainment	Rufus the Dufus					
Entertainment	Shiny Head - Dave Martin					
Heritage Newspaper						
Advertising	Media Grump		654		3676	
Downriver Review						
Promotional Items	Photo Booth					
Artists	Natalie Emanuel					
Supplies	Raffle tickets, Can Liners, Gloves					
Artists	Wyandotte Community Theater					
Artists	DCA					
Misc - Tables and Chairs	Total Party Planning					
Misc - Tents	Hotz					
Prize Wheel and Demographics Pads						
Cleanup	James Lubaway		50		3678	
Cleanup/Setup	Jon Flomm		50		3679	
Chalk	Media Grump					
		TOTAL	1086.27			

WBA Master Event Control Log			Aug-15			
Services Paid For	Company	Our Reference	Amount	Computer Log	Check #	
Horse & Carriage						
City Trolley	City of Wyandotte					
City Trolley Driver Fee						
City Showmobile						
City Electric						
City Labor	City of Wyandotte		1191.94		3692	
Printing - Posters	Speedy Printing		1233.2		3695	
Poster Delivery	Karlie Bader		75		3687	
Delivery Services						
City Fort Street Sign						
Entertainment	Kevin Davis		1250		3696	
Entertainment	Rufus the Dufus					
Entertainment	Shiny Head - Dave Martin					
Heritage Newspaper						
Advertising	Media Grump		4070		3702	
Advertising	Scuttle Butt		1098.39		3694	
Promotional Items	Photo Booth					
Security	Sentinel Security		2475		3717	
Supplies	Tokens		2650		3684	
Supplies	Wine Glasses - Crossman		2883.3		3689	
Supplies	Wine Glasses - Skehan		728.47		3691	
Suppiles	Wine Glasses - Media Grump		3249.27		3690	
Misc - Tables, chairs, fencing	Total Party Planning		1350		3710	
Misc - Tents	Total Party Planning					
Port-a-jons	Acee Duecee		1290		3703	
Cleanup	James Lubaway		120		3704	
Cleanup/Setup	Jon Flomm		120		3706	
Cleanup	Wyandotte Family Church		700		3711	
		TOTAL	24484.57			

WBA Master Event Control Log			Sep-15			
Services Paid For	Company	Our Reference	Amount	Computer Log	Check #	
Horse & Carriage						
City Trolley	City of Wyandotte					
City Trolley Driver Fee						
City Showmobile						
City Electric						
City Labor	City of Wyandotte		1343.87		3723	
Printing - Posters	Speedy Printing					
Poster Delivery	Lauren Bader		75		3719	
Delivery Services						
City Fort Street Sign						
Entertainment	Kevin Davis		1200		3729	
Entertainment	Rockstar		1600		3730	
Entertainment	Shiny Head - Dave Martin					
Heritage Newspaper						
Advertising	Media Grump		2250		3718	
Advertising	Scuttle Butt					
Promotional Items	Photo Booth					
Security	Sentinel Security					
Supplies	Beer Glasses - Second Step Adv,		3780		3713	
Misc - Tables, chairs, fencing	Total Party Planning					
Misc - Tents	Total Party Planning		3008		3733	
Setup	Cub Scouts		500		3741	
Cleanup	Knights of Columbus		300		3731	
Cleanup/Setup	Jon Flomm		120		3734	
Cleanup	James Lubaway		120		3737	
		TOTAL	14296.87			