



# **AGENDA**

REGULAR SESSION

MONDAY, APRIL 11, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI FRICKE

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **MINUTES**

## **PRESENTATION**

- Presentation by Kathy Kane of the Wyandotte Music Department

## **UNFINISHED BUSINESS**

1. Sale of City-Owned Property at former 140 Superior
  - a. Memorandum and supporting information submitted by Mr. & Mrs. Mazzola

## **COMMUNICATIONS MISCELLANEOUS**

2. 2<sup>nd</sup> Chance Network Intersection Drive – 2<sup>nd</sup> Request

## **PERSONS IN THE AUDIENCE**

## **NEW BUSINESS (ELECTED OFFICIALS)**

## **COMMUNICATION FROM CITY AND OTHER OFFICIALS**

3. Downriver Target Market Analysis
4. Wyandotte Museums – 2015 Heritage Event Series Report
5. Special Event Application - Wyandotte Business Association, Third Friday in April
6. Special Events – Wyandotte Street Art Fair
  - a. Official Art Fair Agreement
  - b. Beverage Area Manager Contract
7. Gutter Repairs – 81 Chestnut
8. Tree Cutting and Stump Removal Contract Extension
9. City Composting Agreement
10. Antenna License Agreement Amendments – 1077 Grove and 365 Hudson
11. Rat Control Contract
12. Sale of City-Owned Property at Former 430 Maple
13. Sale of Vacant Property to MJC Templin, LLC – South of Ford Ave. & East of 2<sup>nd</sup> St.

## **REPORTS & MINUTES**

City Council

April 4, 2016

Daily Cash Receipts

April 1 & April 6, 2016

Design Review Committee

March 29, 2016

## **BILLS & ACCOUNTS**

## **CITIZENS PARTICIPATION**

## **RECESS & RECONVENE**

## **FIRST READING OF AN ORDINANCE**

- Setting the Salary for the Department of Legal Affairs

## **RESOLUTIONS**

## **ADJOURNMENT**

# **PRESENTATION**

- Kathy Kane – Wyandotte Music Department

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: ~~April 4, 2016~~ April 11, 2016 Held in abeyance

AGENDA ITEM # 1

**ITEM:** Purchase Agreement to sell City owned property known as former 140 Superior

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 3-30-16*

**BACKGROUND:** The former 140 Superior was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. It was placed on the MLS on or about February 2, 2016, and a for sale sign was placed on the property. The Engineering Department received three (3) proposals to acquire this property as one (1) lot (100' x 140'). After reviewing all the proposals received, the recommendation is to sell both lots to Mr. and Mrs. Bako for the construction of a single family home consisting of approximately 3,060 square feet, 6 bedrooms, 3 baths, full basement, wrap around covered front porch and detached garage. The exterior will be James Hardy simulated painted wood siding with cedar shake.

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

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

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation

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

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *J. Dupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Purchase Agreement Approved by Legal.

**MAYOR'S RECOMMENDATION:** *AKP*

**LIST OF ATTACHMENTS:** Purchase Agreement; Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home; Map; copy of other two (2) proposals received.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: ~~April 4, 2016~~

April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 140 Superior is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 140 Superior to Valerie and Louis Bako for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Valerie and Louis Bako do not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 140 Superior, between Valerie and Louis Bako and the City of Wyandotte for \$10,000 as presented to Council on April 4, 2016.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

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



William R. Look  
Steven R. Makowski

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

Richard W. Look  
(1912-1993)

**PURCHASE AGREEMENT**

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

Lots 11 and 12 Plat of Part of Wyandotte, Part 3 Block 67 as recorded in Liber 57 Page 5 of Plats, Wayne County Records  
being known as the former 140 Superior Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00)  
Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

<b>PROMISSORY/ MORTGAGE SALE</b>	1. The Purchase Price of <u>\$10,000 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 within ten (10) years of closing as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and 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 be foreclosed on by any Financial or County Entity, during the ten (10) year period this property shall be returned to the Seller.
<b>Evidence of Title</b>	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.
<b>Time of Closing</b>	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.
<b>Purchaser's Default</b>	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.
<b>Seller's Default</b>	
<b>Title Objections</b>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants:  If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____  as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<b>Possession</b>	
<b>Taxes and Prorated Items</b>	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. <b>Due dates are August 1 and December 1.</b>
<b>Broker's Authorization</b>	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 <del>and</del> 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.
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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 City Engineer, 3200 Biddle Avenue, Wyandotte, Michigan. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

\_\_\_\_\_  
L. S.  
*Purchaser*

\_\_\_\_\_  
L. S.  
*Purchaser*

\_\_\_\_\_  
Address \_\_\_\_\_  
Dated \_\_\_\_\_ Phone: \_\_\_\_\_

#### BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address \_\_\_\_\_  
\_\_\_\_\_  
Broker

Phone \_\_\_\_\_ By: \_\_\_\_\_  
This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

#### ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF:

\_\_\_\_\_  
L. S.  
*Seller*

\_\_\_\_\_  
L. S.  
*Seller*

\_\_\_\_\_  
Address \_\_\_\_\_  
Dated: \_\_\_\_\_ Phone \_\_\_\_\_

#### PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated \_\_\_\_\_  
\_\_\_\_\_  
L. S.  
*Purchaser*

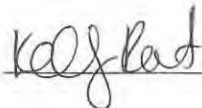
THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT HELP

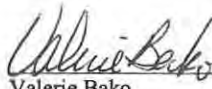
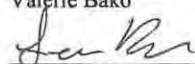


ADDENDUM TO  
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
  - Approximately 3,060 square feet as indicated on Attachment A
  - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
  - Exterior to be James Hardy simulated painted wood siding, wrap around covered porch, brick to first floor joints, as indicated on Attachment A
  - Detached garage to have cupola with a gable roof to match home and double garage doors.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If the home has a unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction with a Building Permit being issued by the Engineering and Building Department for the construction of the home as described in Paragraph 12 above. Failure to undertake development or complete construction within the above time period will result in Seller's right to repurchase property including any improvements for \$1.00, this will be a condition of the Deed.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.

  
\_\_\_\_\_

  
Valerie Bako Purchaser  
  
Lewis Bako Purchaser

Dated: 3/30/16

CITY OF WYANDOTTE, Seller

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dated: \_\_\_\_\_

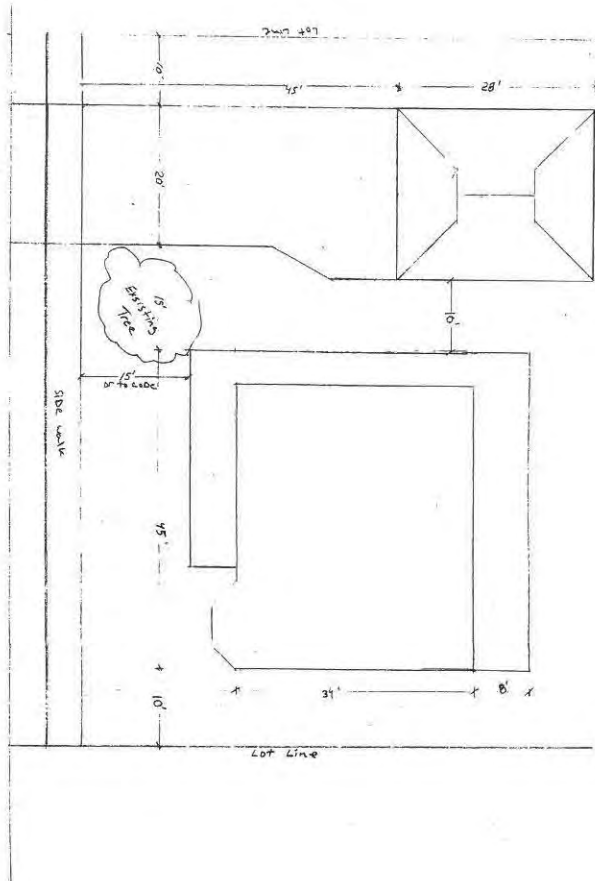
Legal Department Approval \_\_\_\_\_

# Attachment A



Approx 3,060 sq feet - 2 stories

- 6 bedrooms
- 3 Bathrooms
- Formal Dining
- Kitchen w/ Dinettes
- Living Room
- Full Basement
- Garage 28x24
- Wrap around Porches
- Sanded Hardwood simulated painted wood flooring w/ painted baseboards
- Painted wood trim w/ brass plates





# Build a **FUTURE** in *Wyandotte*

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

Department of Engineering and Building  
City of Wyandotte, Michigan

Mark A. Kowalewski,  
City Engineer

## INSTRUCTIONS AND CONDITIONS

### Delivery

Proposals with deposits shall be delivered to the City Engineer at Wyandotte City Hall, 3131 Biddle Avenue, Michigan, 48192 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

### Separate Proposals

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

### Expeditious Agreement

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

### Terms of Sale

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

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

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

### As Is Condition

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

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

### Title Insurance

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

### Taxes and Prorated Items

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

### Neighborhood Enterprise Zones (NEZ)

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

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

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

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

### Closing Fee

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

### Subdivision Precluded

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

### Dirt Removal

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

### Subject to Easement

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



### Building Permit Prior to Closing

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

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

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

### Timely Development

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

### Guideline Price Not Binding

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

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

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

### Reservation

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



## REQUIREMENTS

### Sales Price

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

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

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

### Disclosure and Anti-Collusion

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

### Deposit

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

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

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

### Evaluation

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

### Equalization Factor

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

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

Proof of residency will be required upon request.

## BUILDING REQUIREMENTS

### Harmony with Adjoining Residential Properties

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

### Building Features

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

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

### Suggested Minimum Features

One Story Building Minimum Features:

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

Two Story Building Minimum Features:

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

Corner Lots:

- a. Wrap around porches



## BUILDING REQUIREMENTS

### Required Feature

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

### Standards

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

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

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

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



120 Superior - LOT 10 PLAT OF PART OF WYANDOTTE, PART 3, BLOCK 67 T3S R11E, L57 OF DEEDS P5 WCR

Former 140 Superior - LOTS 11 AND 12 PLAT OF PART OF WYANDOTTE, PART 3, BLOCK 67 T3S R11E, L57 OF DEEDS P5 WCR – City of Wyandotte

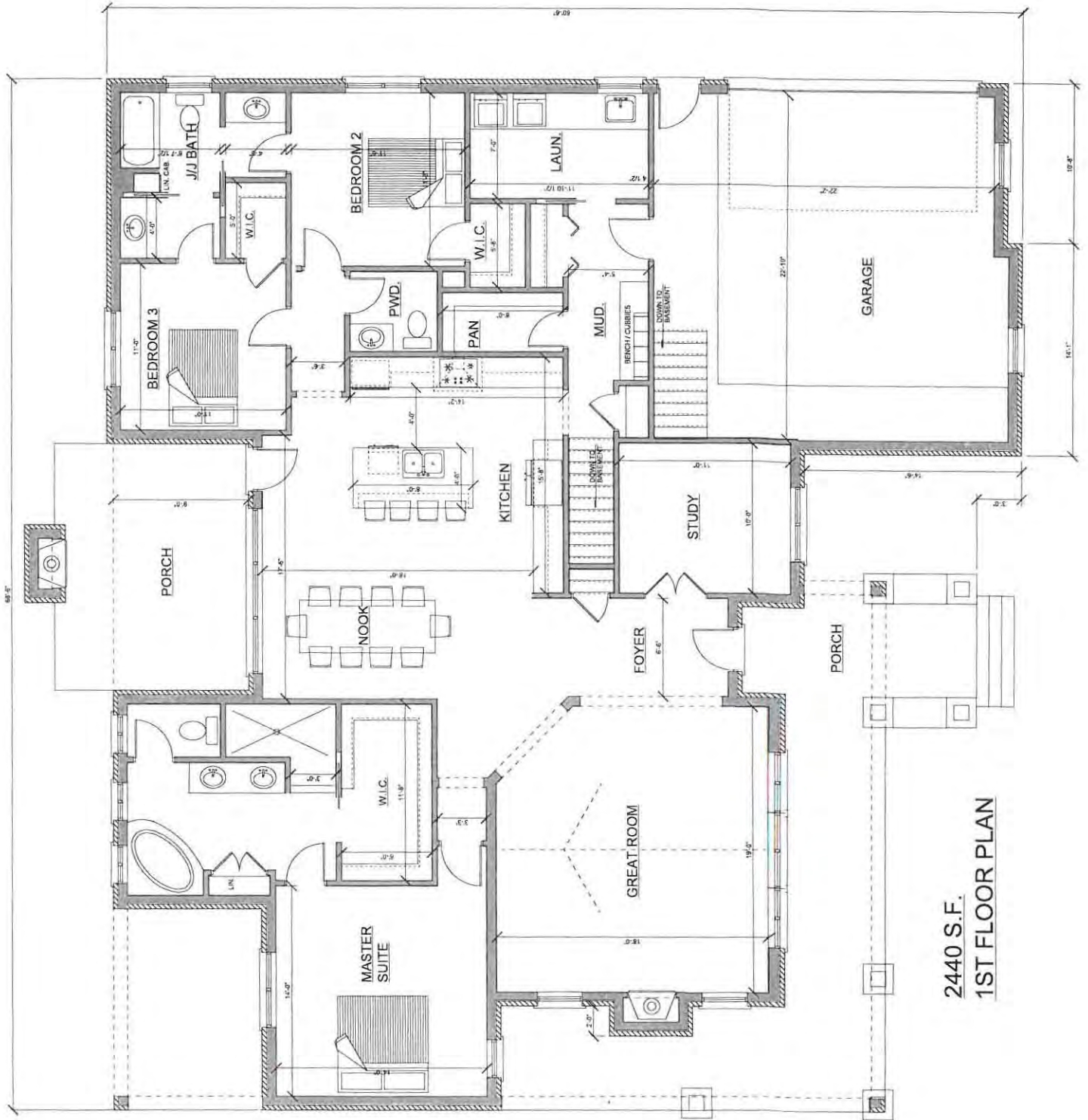
156 Superior - LOT 13 PLAT OF PART OF WYANDOTTE, PART 3, BLOCK 67 T3S R11E, L57 OF DEEDS P5 WCR



## TWO (2) OTHER PROPOSALS RECEIVED FOR THE FORMER 140 SUPERIOR

1. Mr. and Mrs. Mazzola – 2,440 square feet, 3 bedrooms, 2.5 baths, full basement and attached garage. Exterior to be stone on front skirting and vinyl or aluminum siding on remainder of home.
2. Ms. Arney:
  - #1 Option - 1,496 square feet, 3 bedrooms, 2 baths, attached garage, vinyl sided.
  - #2 Option – 1,654 square feet, 3 bedrooms, 2 baths, attached garage, brick exterior.
  - #3 Option – 1,343 square feet, 3 bedrooms, 2 baths, attached garage, brick exterior.

Mrs. + Mrs. Mazzola



2440 S.F.  
1ST FLOOR PLAN

Mr. & Mrs. Mazzola





Mr. + Mrs.  
Mazzola





Mr + Mrs  
Mazzola







## Plan #M 09-013L-0134

### Inviting Stone Walkway

1,496 total square feet of living area

Width: 55'-0" Depth: 58'-0"

3 bedrooms, 2 baths

2-car garage

Slab foundation

### Special features

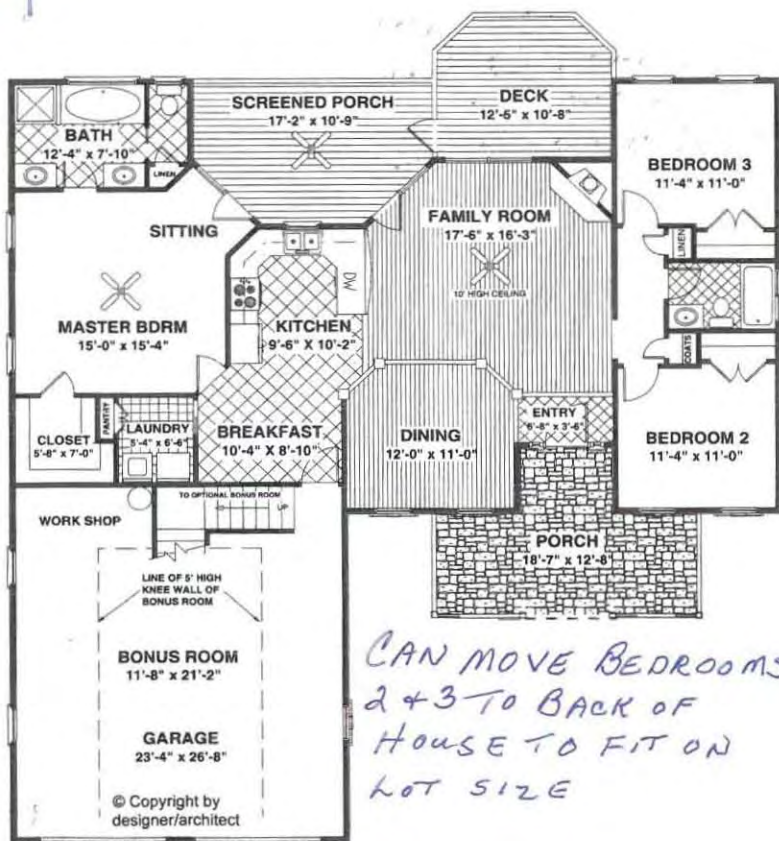
This country cottage features spacious open rooms and an easy flow from the welcoming front porch stone walkway to the breezy screened porch off of the family room and master bedroom

The family room features a cozy corner fireplace

Isolated from the secondary bedrooms, the master bedroom is an owner's retreat with a sitting area, a large walk-in closet, and a private bath with a separate tub and a shower

The bonus room above the garage has an additional 301 square feet of living area

Price Code E



To order this plan, visit the Menards Building Materials Desk or visit [www.Menards.com](http://www.Menards.com).

SUSAN ARNEY

989-287-1618

SUPERIOR BLVD. PROPERTY





## Plan #M09-055L-0043

### Built-In Pantry

1,654 total square feet of living area

Width: 49'-0" Depth: 58'-6"

3 bedrooms, 2 baths

2-car garage

Walk-out basement, basement, crawl space or slab foundation, please specify when ordering

### Special features

The U-shaped kitchen features tons of cabinetry, counter seating, and access to the dining room/hearth room

The great room has a sloped ceiling, a media center, and a fireplace

The master bath is accented with glass blocks above the whirlpool tub

Price Code C

*SUSAN ARNEY*  
989-287-1618

*SUPERIOR BLVD.*  
*PROPERTY*

# 2



© Copyright by  
designer/architect





## Plan #M09-O13L-0043

### A Lovely Layout For Casual Family Living

1,343 total square feet of living area

Width: 50'-0" Depth: 60'-0"

3 bedrooms, 2 baths

2-car garage

Basement or slab foundation,  
please specify when ordering

### Special features

A large front window and a high ceiling  
create an open family room

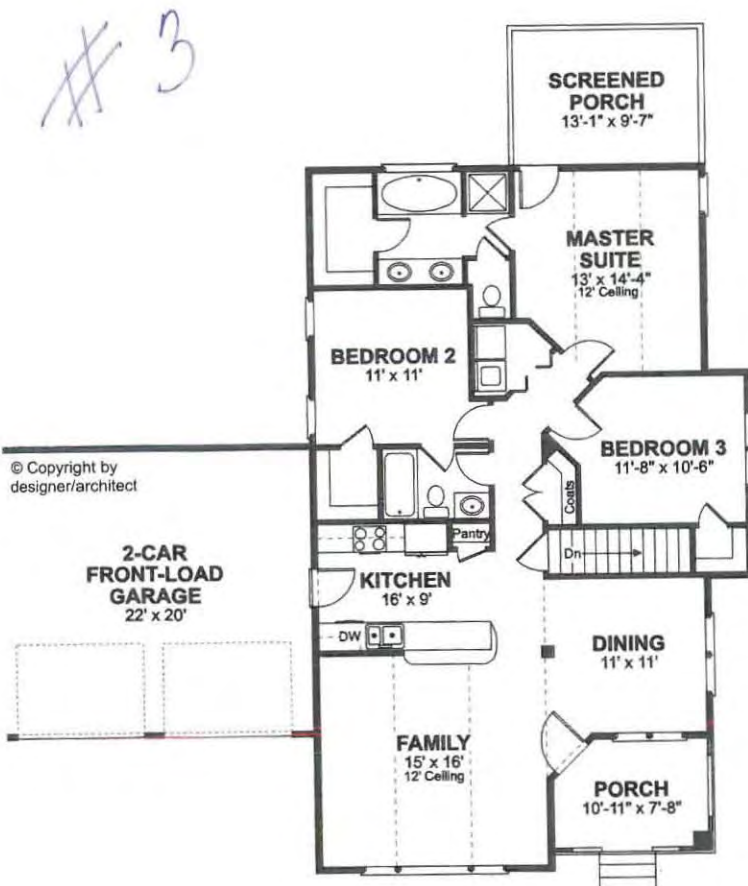
The kitchen has plenty of counterspace for  
dining and preparing food

A screened porch is connected to the master  
suite for an open air feel

The laundry room is centrally located  
between all of the bedrooms

Price Code B

*SUSAN ARNEY*  
*989-287-1618*





**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-132**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,  
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL  
BUILDING.

UNDER THE DATE OF: April 4, 2016

MOVED BY: Councilperson VanBoxell

SUPPORTED BY: Councilperson Schultz

BE IT RESOLVED that the communication from the City Engineer regarding the City owned property located at former 140 Superior is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 140 Superior to Valerie and Louis Bako for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Valerie and Louis Bako, do not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar and a condition will be placed on the Deed that will include this contingency; NOW

THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 140 Superior, between Valerie and Louis Bako and the City of Wyandotte for \$10,000 as presented to Council on April 4, 2016.

BE IT FURTHER RESOLVED that this item will be held in abeyance for 1 week (4/11/16).

Motion carried.

NAY: Councilperson Schultz

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on April 4, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**



Lawrence S. Stec  
City Clerk

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**MEMORANDUM**

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**TO:** MAYOR PETERSON AND WYANDOTTE CITY COUNCIL  
**FROM:** GIUSEPPE AND NINFA MAZZOLA  
**SUBJECT:** SUPERIOR LOTS  
**DATE:** APRIL 7, 2016  
**CC:** MARK KOWLOWSKI, CITY ENGINEER

---

Dear Mayor and Council,

The purpose of this memorandum is to provide you with information regarding the two lots located on Superior and our involvement to obtain these lots.

- In early February of this year, we noticed for sale signs on these two lots and my husband called and inquired about the dimensions and these two lots would accommodate our proposed home.
- My husband spoke to Mark in Engineering and we were told to submit our plans to him on or before March 7<sup>th</sup>, because these lots were going in front of the council. We followed his directions and emailed our blueprint and photos to him on March 7<sup>th</sup>. (See attached email)
- My husband received a phone call from Mark on Monday, March 14<sup>th</sup> that the city was not going to discuss these lots that night and they were going to be postponed for a few weeks. Keep in mind, my paperwork was turned in on March 7<sup>th</sup> per Mark's request.
- My husband was informed by Mark that the lots were going to be on the agenda for Monday, April 4<sup>th</sup>, which we showed up to discuss. If you look at the agenda for the April 4<sup>th</sup> meeting, you will see that the Bako's submitted their paperwork on March 30<sup>th</sup> the Thursday before the council meeting. I want to know what happened between March 7<sup>th</sup> and March 30<sup>th</sup>? We were told paperwork had to be turned in by March 7<sup>th</sup>, why we're the Bako's given until March 30<sup>th</sup>? (Attached contract)

Respectfully,



Giuseppe and Ninfa Mazzola



**Subject:** Superior St.  
**From:** Joe Mazzola (lmroyalair@yahoo.com)  
**To:** mkowalewski@wyan.org;  
**Date:** Monday, March 7, 2016 4:37 PM

Hi Mark,

Attached is a blueprint of the home that I would build as well as a photo of the home. We are very interested in purchasing this lot and to build this home. Please let me know what the next steps in the process will be. Thank you for your support.

Joe Mazzola

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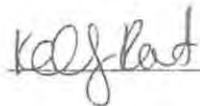
## Attachments

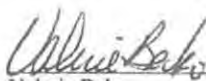
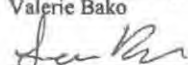
- Mazzola House.pdf (228.28KB)
- Mazzola House Pic..jpg (678.15KB)

ADDENDUM TO  
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
  - Approximately 3,060 square feet as indicated on Attachment A
  - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
  - Exterior to be James Hardy simulated painted wood siding, wrap around covered porch, brick to first floor joints, as indicated on Attachment A
  - Detached garage to have copula with a gable roof to match home and double garage doors.
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If the home has a unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction with a Building Permit being issued by the Engineering and Building Department for the construction of the home as described in Paragraph 12 above. Failure to undertake development or complete construction within the above time period will result in Seller's right to repurchase property including any improvements for \$1.00, this will be a condition of the Deed.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts: electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.

  
\_\_\_\_\_

  
Valerie Bako Purchaser  
  
Lewis Bako Purchaser

Dated: 3/30/16

CITY OF WYANDOTTE, Seller

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dated: \_\_\_\_\_

Legal Department Approval \_\_\_\_\_

**From:** 2ND Chance Resale [mailto:secondchanceurgent@yahoo.com]  
**Sent:** Tuesday, March 15, 2016 12:57 PM  
**To:** lstec@wyan.org  
**Subject:** Council questions

3200 Biddle Ave. Ste. 100  
Wyandotte, MI.  
48192

3/15/16

Mayor/City Council;

After viewing the Council meeting, we are addressing the said questions.

Stopping cars and questioning the people in the vehicle: As we are only out on red lights, it is impossible to stop a stopped car and the questioning of people is inaccurate as our participants smile, wave and answer questions per our intersection rules. We tape and view each drive, as well.

What have we done for the city: We hand out cards (stated in previous letter) with contact information for anyone in need of our services. If they contact us and meet our guidelines/ drug and alcohol free, have a bridge card and will help themselves, we give them what is needed: a job, food, clothing, shelter and or transportation.

It was stated that there are several local organizations that can help: We encourage this. Our way of raising funds for the cause is intersection drives, they may have a different method.

Financial page/high expenses/the way all non-profits operate: 57% of the Second Chance Network's gross income is listed under the work program (pay for the homeless or in danger of becoming). Combining the work program with food, clothing, shelter and transportation, our end number is 90.5%. In comparison to the average 60% giving, we are in the top percentile.

Complaints: It is understood that there will always be complaints when something out of the ordinary is happening in the streets. We endured harassment while in the intersections, such as people yelling and threatening our participants from their vehicles.

Does Saint Clair Shores allow us to solicit in the intersections: Yes, we work in the streets 40+ weeks out of the year, throughout all of Michigan. There are very few cities that we have not solicited in, as this is our Constitutional right.

Certificate of liability insurance: This was emailed to the clerk from our insurance agent and myself.



The dates that the Second Chance Network would like to hold intersection drives in Wyandotte are:

Wednesday, May 11<sup>th</sup> – Saturday, ~~March~~ <sup>May</sup> 14<sup>th</sup> (weather permitting). The hours of operation are 7:30 A.M. - 7:00 P.M..

We want to thank you in advance for respecting our first amendment rights.

The requested intersections are:

Fort & Ford. Biddle & Ford. Ford & Oak  
Fort & Eureka. Biddle & Eureka  
Fort Biddle & Oak

Goddard &

Some of the above intersections may not be utilized. It will depend on traffic & volunteers.  
(Wyandotte borders)

If there are any questions/concerns, please feel free to call:

Jami Spinazzola  
President  
(586) 306-0250

Michael Meddaugh  
Vice President  
(586) 339-2597

March 11, 2016

BODMAN PLC  
SUITE 400  
201 SOUTH DIVISION STREET  
ANN ARBOR, MICHIGAN 48104  
734-930-2494 FAX  
734-761-3760

Jami Spinazzola  
President, Second Chance Network  
32184 Woodward Ave.  
Royal Oak, MI 48073

Re: Second Chance Network's Constitutional Right to Solicit Donations

Dear Ms. Spinazzola:



This letter outlines the constitutional protections that insure Second Chance Network's (Second Chance) right to engage in charitable solicitations in public spaces, including streets. Please feel free to share this letter as part of an application to engage in a solicitation or with any municipality that has denied Second Chance the opportunity to express its right to free speech.

Second Chance has a constitutional right to solicit charitable donations. The Supreme Court "has held – repeatedly – that the First Amendment protects charitable solicitation performed by organizations." *Speet v. Schuette*, 726 F.3d 867, 874 (6th Cir. 2013). "[C]haritable appeals for funds, on the street or door to door, involve a variety of speech interests – communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes – that are within the protection of the First Amendment." *Village of Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 632 (1980). Even the act of "begging, or the soliciting of alms, is a form of solicitation that the First Amendment protects." *Speet*, 726 F.3d at 878.

"*Schaumburg* and its progeny hold that speech related to charitable solicitation and giving is worthy of strong constitutional protection." *Planet Aid v. City of St. John's, MI*, 782 F.3d 318, 324 (6th Cir. 2015). Any content-based government restrictions on speech, or "those that target speech based on its communicative content" are "presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests." *Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218, 2226 (2015). The most "blatant" and "egregious form of content discrimination" is a "regulation of speech based on 'the specific motivating ideology or the opinion or perspective of the speaker.'" *Id.* (quoting *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 829 (1995)); *see also Thomas v. Chicago Park Dist.*, 534 U.S. 316, 325 (2002) ("[g]ranting waivers to favored speakers (or, more precisely, denying them to disfavored speakers) would of course be unconstitutional"). A municipality cannot, therefore, deny Second Chance the right to solicit donations particularly if it has allowed others to exercise their right to free speech in the same fashion.

Jami Spinazzola  
March 11, 2016  
Page 2

It is no excuse if a municipality simply fails to act on Second Chance's application. Inaction is a denial. It is long-settled that an ordinance which "makes the peaceful enjoyment of freedoms which the Constitution guarantees contingent upon the uncontrolled will of an official – as by requiring a permit or license which may be granted or withheld in the discretion of such official – is an unconstitutional censorship or prior restraint upon the enjoyment of those freedoms." *Shuttlesworth v. Birmingham*, 394 U.S. 147, 151 (1969) (quoting *Staub v. Baxley*, 355 U.S. 313, 322 (1958)). A decision to effectively deny Second Chance's application through a failure to act is no more defensible than an outright denial. In either case, the required permit is withheld and the City's actions amount to an unconstitutional prior restraint on protected speech.

If any municipality to which you submit this letter should choose to deny or effectively deny Second Chance its right to solicit donations, please contact us so we may take appropriate legal action.

Very truly yours,

A handwritten signature in black ink that reads "Bodman PLC". The signature is stylized, with the letters "B" and "P" being particularly large and prominent.

**BODMAN PLC**

James J. Walsh  
Justin P. Bagdady



## THE SECOND CHANCE NETWORK GOAL IS TO RAISING \$50,000 TO HOUSE MICHIGAN'S HOMELESS!

The Second Chance Network (A Michigan Non-profit Corporation) has a fresh new take on how to help the homeless, let them help themselves. We offer a job, provide them with stable living accommodations and supply them with food and clothing. We believe these 4 core necessities give our clients a key advantage to get back on their feet and become productive members of society. Please help us achieve our goals.

1. The Michigan Coalition Against Homelessness estimates that Michigan has a total of 92,341 homeless individuals.
2. Forty-one percent of homeless individuals in Michigan suffer from mental illness.
3. There is not enough affordable housing in Michigan. As our population ages, and children with disabilities move into adulthood, this need will continue to increase.
4. **It actually costs taxpayers more to leave people homeless than to provide them with housing that they can afford.**
5. **The odds of homeless children having a chance of graduating High School is less than 1 in 4.** This leads to a lifetime of lost wages and difficulties in preventing homelessness later in life.
6. The U.S. Department of Housing and Urban Development states that Michigan had a 6.1% increase in homelessness cases from 2013 to 2014. This is one of the highest in the nation.
7. Many people are only 1 paycheck away from becoming homeless. This person could be a friend, a family member or even YOU!!!

Please educate yourself on homelessness. Help dispel the myths and stereotypes about the homeless. Many individuals have lost their jobs and are struggling to find new employment, making them unable to pay for housing.

Follow us on our journey at [www.2ndchancenetwork.org](http://www.2ndchancenetwork.org) or [www.michigan.gov/charities](http://www.michigan.gov/charities)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

This is to Certify that the *ARTICLES OF INCORPORATION - NONPROFIT*

for

*SECOND CHANCE NETWORK*

ID NUMBER: 71494X

received by facsimile transmission on December 12, 2013 is hereby endorsed.

Filed on December 13, 2013 by the Administrator.

*This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of December, 2013.*

Sent by Facsimile Transmission

Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau



**REGISTRATION #:**  
**50807**



**BILL SCHUETTE**  
ATTORNEY GENERAL

**EXPIRATION DATE:**  
**7/31/2016**

Second Chance Network  
22503 Stephens  
St. Clair Shores, MI 48080

This is your current

## **CHARITABLE SOLICITATION REGISTRATION**

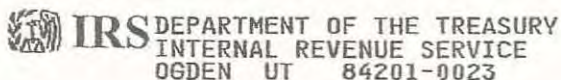
### **Second Chance Network**

- **The renewal form for this registration is due 30 days prior to above expiration date.** The Renewal Solicitation Form is available on the Attorney General Charitable Trust's website [www.mi.gov/charity](http://www.mi.gov/charity).
- **Extension** of the registration may be requested if required information will not be available prior to the renewal due date. A written request must be received on or before the above expiration date. If granted, a new expiration date will appear on our searchable database at [www.mi.gov/charity](http://www.mi.gov/charity). Notification will **not** be sent.
- **Throughout the year**, notify us within 30 days of changes in the following:
  - Address, or your name and any other names used
  - Board of directors or resident agent
  - Any information that appears on your organization report on our searchable database at [www.mi.gov/charitysearch](http://www.mi.gov/charitysearch).
  - Ceasing operations or merging with another organization
- Submit any **contracts** you enter into with professional fundraisers within 10 days of execution. Charities must verify the licensure of their professional fundraisers. Licensure can be verified at [www.mi.gov/charitysearch](http://www.mi.gov/charitysearch).
- **The Attorney General Registration number listed above must be referenced on all documents.**

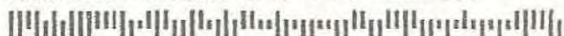
Charitable Trust Section  
P.O. Box 30214  
Lansing, MI 48909

Phone: 517-373-1152  
Fax: 517-241-7074  
Email: [ct\\_email@mi.gov](mailto:ct_email@mi.gov)  
Website: [www.mi.gov/charity](http://www.mi.gov/charity)





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SECOND CHANCE NETWORK  
% JAMI SPINAZZOLA  
22503 STEPHENS ST  
ST CLAIR SHORES MI 48080

102674

Date of this notice: 12-03-2013

Employer Identification Number:  
90-1029337

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 90-1029337. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

#### ANNUAL FILING REQUIREMENTS

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax  
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax  
Form 990-PF, Return of Private Foundation  
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to [www.irs.gov/990filing](http://www.irs.gov/990filing) for the most current information on your filing requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IHT Agency 6457 Reflections Drive Dublin, OH 43017	<b>CONTACT NAME:</b> Rick Olmstead	
	<b>PHONE (A/C, No, Ext):</b> 586.465.3473	<b>FAX (A/C, No):</b> 586.465.2254
	<b>E-MAIL ADDRESS:</b> olmstead.agency@gmail.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Second Chance Network, Inc 32184 Woodward Ave Royal Oak, MI 48073	<b>INSURER A:</b> NSI - Westbend Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A01397400	03/17/2016	03/17/2017	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ Excluded				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Wyandotte 3200 Biddle Ave. Wyandotte, MI 48192	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Currado

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**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document

Name

JAMI SPINAZZOLA

Address

22503 STEPHENS

City

ST. CLAIR SHORES

State

MI

ZIP Code

48080

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF INCORPORATION**

**For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:*

**ARTICLE I**

The name of the corporation is:

SECOND CHANCE NETWORK

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

SEE ATTACHED

**ARTICLE III**

1. The corporation is organized upon a NON-STOCK basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

\_\_\_\_\_. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:



BY LAWS  
OF  
SECOND CHANCE NETWORK, INC.  
A NOT-FOR-PROFIT CORPORATION  
INCORPORATED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

BY - LAWS  
of  
SECOND CHANCE NETWORK, INC.

ARTICLE I - OFFICES

The principal office of the corporation shall be in the City of Warren in the County of Macomb in the State of Michigan.

The corporation may also have offices at such other places within or without this state as the board may from time to time determine or the business of the corporation may so require.

ARTICLE II - PURPOSES

The purposes for which this corporation has been organized are as stated in the Certificate of Incorporation which may be amended as required.

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Second Chance Network, Inc. has been organized in order to provide shelter, food, clothing and job training to the homeless.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or state or local government for public purpose. Any such asset not so disposed of shall be disposed of by the Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.



### ARTICLE III - DIRECTORS

#### 1. MANAGEMENT OF THE CORPORATION.

The corporation shall be managed by the board of directors which shall consist of at least three directors. Each director shall be at least eighteen years of age.

#### 2. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of members the membership shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he was elected and until his successor has been elected and shall have qualified, or until his prior resignation or removal.

#### 3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS.

The number of directors may be increased or decreased by a vote of a majority of all of the directors. No decrease in number of directors shall shorten the term of any incumbent director.

#### 4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of the majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the other directors. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

#### 5. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by action of the board. Directors may be removed due to nonfulfillment of duties required by board, misconduct, theft and misrepresentation of our organization all by majority vote of the board members.

#### 6. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

#### 7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or any specified item of business.

#### 8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

#### 9. PLACE AND TIME OF BOARD MEETINGS.

The board may hold its meetings at the office of the corporation or at such other places, either within or without the state, as it may from time to time determine.



#### 10. REGULAR ANNUAL MEETING.

A regular annual meeting of the board shall be held.

#### 11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT.

Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the president upon three days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

#### 12. CHAIRMAN.

At all meetings of the board the president, or in his absence, a chairman chosen by the board shall preside.

#### 13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

### ARTICLE IV - OFFICERS

#### 1. OFFICES, ELECTION, TERM.

Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected or appointed to hold office until the meeting of the board. Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

#### 2. REMOVAL OR RESIGNATION.

Any officer elected or appointed by the board may be removed by the board with or without cause. In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of president and secretary.

#### 3. PRESIDENT.

The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and of the board; he shall have the general management of the affairs of the corporation and shall see that all orders and resolutions of the board are carried into effect.

#### 4. VICE-PRESIDENTS.

Second Chance Network  
List of participants

Amanda Schalm  
Alexis Schalm  
Jami Spinazzola  
Patricia Spinazzola  
James Spinazzola  
Bradlee Radke  
Michael Meddaugh  
Gary VanBorne  
Michael Hoffman  
Jennifer Ritter  
Donna Reid  
Jessica Taddia  
Melanie Alshaibah  
Jenna Sharon  
Shannon Williams  
Greg Jesky  
Niah Chogke  
Michael Zielinski  
Ashley Meddaugh  
Jamie Kolman  
Joe Uteg  
Melissa Harrison  
Melvin Tucker  
Doug Rowe  
Lisa Chouke  
Monica Daniel  
Oliver Henderson  
Janine McCaskill  
Andrew Joseph  
Latanya Williams  
Tony Grimes  
Mike Spanto  
Matt Allen  
Dave Watson  
Megan Fozzy  
Kareem Colmen  
Joe Richardson  
Mike McMillan  
Christopher Simms  
Paul Kendall  
Brian Owens  
Justin Martenka  
C.J. Warner



## To Whom It May Concern

Please try to understand how a person can become homeless; each person has their own story to tell. My fall from grace started with a traffic ticket from the city of Monroe MI. I drive an 18 wheel semi, over the road for a living. My down fall begins with trying to do my job. The time for my delivery was late at night, the street was under construction. Two blocks from the delivery site, the truck drive wheels picked up small pieces of construction rebar material. The rebar steel was shot out form the tractor rear tires like a rocket, hitting the trailer brake air lines and tires. The damaged lines lost air, locking the trailer brakes. The truck was blocking the road unable to move. I called the local police for help to manage traffic around the truck. The second call was for repairs, ETA was two hours for the repair truck. After waiting over an hour for the police, the officer attitude was way out of line. I was forced to be polite and was very careful with the conversation. That upset the officer even more. I was told to get back into my truck and wait for the repair truck. A short time later the officer knocked on my driver door, he gave me back my driver's license and paper work for the truck. Than he handed me a traffic ticket, I looked at the ticket and could not believe what was on it. The officer wrote me up for Careless Driving. The officer would not talk with me, he told me!!! I will see you in court. The next day I called my company to report the ticket. The company has a no tolerance rule for this type of ticket. I lost my job and cannot apply for a new posting until after the court date to remove this from my driving record.

After a six weeks living at a motel and running out of money, a friend gave me the phone number for the Second Chance Network for a part time job. Talking with Mike, telling him and his wife my story. They gave me the job and helped me pay for the room at the boarding house I am living at. There is no way I can truly express my feelings for the help Second Chance Network has given me. I am looking forward to giving the job they gave me a 100 and 10 percent. After my court date and going back to work driving. The Second Chance Network can depend on my support to advance their organization.

Thank You

Yours truly

Allen Hibbert



• Michael Mcmillan — 5 star

My name is Michael McMillan and I have so much gratitude for Second chance network for all they have done for me. I was homeless and have been for quite some time. They have helped me out with housing and taken me off the streets. I no longer have to fret over where I'm to lay my head at night nor if I'm going to be able to eat today. I was hopeless and had lost the Faith I once had, just as it is... said in the word..." I once was lost but know I'm found". The God of my understanding has never left me and has drawn my heart closer to Him and His heart closer to me. Thank you so much Michael and Jami!!

Sincerely,

Michael McMillan



**James Esnault** — 5 star Doing Good Work in the Community! We could use more people like these two in the world!

[Unlike](#) · [Comment](#) · [about 3 months ago](#) · [1 Review](#) ·

- [Second Chance Network](#) likes this.



Write a comment...



**Matthew Allen** — 5 star

[Unlike](#) · [Comment](#) · [about 4 months ago](#) · [3 Reviews](#) ·

- [Second Chance Network](#) likes this.



Remove

Matthew Allen Mike and Jamie have never steered me wrong. I am an ex convict who was severely addicted to drugs, then they gave me a chance at a new life. they have only been very supportive about me staying away from drugs. the negative comments I'm seeing here are probably from people who didn't want to follow the rules. it's time to grab your bootstraps and grow up. to those who are still using drugs and alcohol, you have to remember one thing, the party store owner and drug dealer does not miss you, there's another fool out there that replaced you as soon as you decided to stop using drugs and alcohol. grow up and notice when somebody is doing something good. Mike and Jamie are good people doing a good thing, plain and simple!!!

March 23 at 10:09am · [Like](#)

For information or assistance, visit [SamsClub.com](http://SamsClub.com) or call 1.888.746.7726.

**JAMI SPINNAZOLAH**  
**SECOND CHANCE NETWORK**  
**101 59210 728754896**

Member Since 04/2014

COMPLIMENTARY HOUSEHOLD



**DRIVER LICENSE**

**R 322 366 803 995** ISS **12-22-2014** 172073  
**DOB 12-30-1973** EXP **12-30-2018**

**JAMI ANGIELE RADKE-SPINNAZOLA**  
22983 STEPHENS ST  
ST CLAIR SHORES, MI 48080-4201

Sex **F** Hgt **509** Eyes **BLU**  
Ltr Type **0** End **NONE**

Restrictions: **NONE**

101-00065530162 Rev 01-24-2011

**HEIGHT 5 6**  
**BLU** EYE COLOR  
**F** SEX  
**12-30-1973** DATE OF BIRTH  
**ST CLAIR SHORES MI**  
**22983 STEPHENS ST**  
**48080-4201**

RESTRICTIONS

**DECLARATION**  
I hereby declare that the information on this card is true and correct. I have not and will not be under any other state, I do not  
possess a valid license. I do not have any physical or mental disability which affects my ability to operate a motor vehicle safely and have a  
current and valid license in my possession. I understand my signature may be  
retained and used for purposes administered by the Department of State. **2014** **101-00065530162**  
**OR CURRY YAT V. MAYHEW FACT WHEN APPLYING FOR THIS CARD**



## **RESOLUTION**

DATE: April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that the Council has received the communication from Second Chance Network and refers said communication to the Department of Legal Affairs for review and report back in 2 weeks (4/25/2016).

I Move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **COUNCIL**

**Fricke**  
**Galeski**  
**Miciura**  
**Sabuda**  
**Schultz**  
**VanBoxell**

### **NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Back up Information

First Request to Council on 2/29/2016

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-70 (DENIED)**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,  
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL  
BUILDING.

UNDER THE DATE OF: February 29, 2016

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Miciura

BE IT RESOLVED that the Council has received the communication and approves the request from  
2<sup>nd</sup> Chance Network to hold an intersection drive from March 23 – March 26, 2016, at the following  
intersections:

Fort & Ford Ave.

Biddle & Ford Ave.

Fort & Eureka

Biddle & Eureka

Goddard & Fort

Biddle & Oak

Fort & Oak

BE IT FURTHER RESOLVED that the 2<sup>nd</sup> Chance Network is required to complete and file a Hold  
Harmless Agreement with the City Clerk, as prepared by the Department of Legal Affairs, prior to the  
start date of the drive.

Motion denied.

NAYS: Councilpersons Galeski, Miciura, Sabuda, Schultz, VanBoxell

ABSENT: Councilperson Fricke

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the  
foregoing is a true and complete copy of the resolution adopted by the City Council on February  
29, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and  
in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**

  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 11, 2016

**AGENDA ITEM #** 3

**ITEM: Downriver Target Market Analysis**

**PRESENTER:** Todd Drysdale, City Administrator



**INDIVIDUALS IN ATTENDANCE:** Joe Gruber, DDA Director

**BACKGROUND:**

A **Target Market Analysis (TMA)** is a report conducted by a group of experienced professional consultants who research and gather data regarding key trends in the housing market, such as demand, growth and demographics. This report is used by cities and organizations to target developers and developments that deliver the most appropriate housing stock that will service growing demographics and specific geographies. A **TMA** is a very useful tool that will be used in order to conduct data-driven development and increase the number of residential units throughout Wyandotte.

The Downriver Target Market Analysis (DRT) partnership is between the Michigan Economic Development Corporation (MEDC), the Michigan State Housing Development Authority (MSHDA), the Downriver Community Conference (DCC), the City of Romulus, the City of Lincoln Park, the City of River Rouge, the City of Trenton and the respective Downtown Development Authorities (DDAs) of these cities.

The DCC has agreed to serve as fiduciary and project manager in administering the Housing Development Grant Agreement of the DRT. Each city is committing to equal match funds towards 54% of the cost of the TMA report and its administration. The remaining 46% of the report will be paid for through a MSHDA grant.

The entire report is not to exceed \$60,000.00 with an additional DCC fiduciary and administrative fee up to, but not to exceed \$5,000. Based on the agreement, MSHDA is committed to contributing \$30,000.00 and the five cities of the DRT will evenly contribute the remaining \$35,000. This comes to an approximate commitment of \$7,000 for each of the five cities in the DRT. It is our hope that the City of Wyandotte and the Wyandotte DDA both contribute \$3,500.00 towards Wyandotte's portion of the DRT.

**STRATEGIC PLAN/GOALS:**

As noted in the 2010-2015 Strategic Plan, "We are committed to maintaining and developing excellent neighborhoods by... continuing neighborhood renewal projects, where needed, in order to revitalize structure and infrastructures in residential and commercial areas."

Furthermore, the 2014 DDA Strategic Plan aims to "increase number of high quality downtown residential living units."

**ACTION REQUESTED:** The City of Wyandotte is requesting approval from Mayor and City Council to join the Downriver Target Market Analysis (DRT) Partnership and contribute the aforementioned funds.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

\$3,500.00 from the DDA Miscellaneous Budget, Account Number: 499-200-926-790

\$3,500.00 from the City of Wyandotte General Fund Budget, Account Number: 101-200-825-390

**IMPLEMENTATION PLAN:**

- Approvals from City Council by April 15th
- Submit required documents and write ups for the application to DCC by April 18th
- DRT meeting @ DCC April 20th
- DRT application submittal by April 25th

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** N/A

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** N/A *ABP*

**LIST OF ATTACHMENTS:**

- A) Memorandum of Understanding
- B) Target Areas Map Draft

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: January 11, 2016

RESOLUTION by Councilman\_\_\_\_\_

Resolved by City Council to approve the request of the City Administrator to join the Downriver Target Market Analysis partnership and to conduct a Target Market Analysis in the determined target areas within the City of Wyandotte. AND BE IT FURTHER RESOLVED that Mayor and Council hereby APPROVE funding for this Target Market Analysis.

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



## **MEMORANDUM OF UNDERSTANDING RESIDENTIAL TARGET MARKET ANALYSIS**

The City of Lincoln Park (“Lincoln Park”), the City of River Rouge (“River Rouge”), the City of Romulus (“Romulus”), the City of Trenton (“Trenton”) and the City of Wyandotte (“Wyandotte”), collectively referred to as “the Partner Communities” throughout this document, agree to assist each other with developing a residential Target Market Analysis (“TMA”) for specified areas within their respective communities in the County of Wayne. The Downriver Community Conference (“DCC”) shall serve as the applicant, fiduciary, and coordinator for this project.

To assist in the TMA, DCC, on behalf of the Partner Communities, shall seek a grant from the Michigan State Housing Development Authority (“MSHDA”) for up to one half of the cost of the TMA, but not to exceed \$30,000. The Partner Communities and DCC have committed varying amount of monies, as specified below, toward the TMA.

1. Downriver Community Conference Obligations. DCC shall undertake the following:

- 1.1 DCC shall prepare, in conjunction and collaboration with the Partner Communities, the TMA application to MSHDA; execute the Housing Development Grant Agreement (if received); and shall administer the Grant. DCC shall procure/retain an individual or entity to perform a residential TMA. The TMA shall identify opportunities for specific housing products and price ranges based upon an in-depth assessment of housing needs in specified areas of Lincoln Park, River Rouge, Romulus, Trenton, and Wyandotte.
- 1.2 DCC shall contribute up to \$5,000 in staff time and resources towards the TMA project for the development and implementation of the project. The balance of the costs incurred by DCC for work on this project will be covered by contributions from the Partner Communities as specified below.
- 1.3 DCC understands that, if the TMA determines a market for a particular housing type, each of the Partner Communities commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in that community or communities being obligated to repay to MSHDA their portion of the total amount of the MSHDA Grant. DCC shall work with Partner Communities and MSHDA to ensure that this provision is met. Under no circumstances is DCC responsible to make a repayment out of DCC funds.

1.4 DCC shall be responsible for making all payments to the selected TMA contractor, drawing down funds from MSHDA, and performing all required monitoring, reporting and recordkeeping related to the project.

2. City of Lincoln Park Obligations. Lincoln Park shall undertake the following:

2.1 The focus of the TMA in Lincoln Park shall be on an area specified in the attached map in order to encourage housing opportunities with the goal of stabilizing the community and support economic development. The TMA shall include identifying additional types of housing and desired density.

2.2 Lincoln Park shall contribute up to \$7,000 towards the TMA (\$6,000 as required match; up to \$1,000 to DCC to cover administrative costs; total contribution shall be based on the amount of the grant received from MSHDA). To the extent that Lincoln Park asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by Lincoln Park alone.

2.3 Lincoln Park commits to advertise the results of the TMA relating to Lincoln Park.

2.4 If the TMA determines a market for a particular housing type, Lincoln Park commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Lincoln Park being obligated to repay to MSHDA their portion of the total amount of the MSHDA Grant.

3. City of River Rouge Obligations. River Rouge shall undertake the following:

3.1 The focus of the TMA in River Rouge shall be on an area specified in the attached map in order to encourage housing opportunities with the goal of stabilizing the community and support economic development. The TMA shall include identifying additional types of housing and desired density.

3.2 River Rouge shall contribute up to \$7,000 towards the TMA (\$6,000 as required match; up to \$1,000 to DCC to cover administrative costs; total contribution shall be based on the amount of the grant received from MSHDA). To the extent that River Rouge asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by River Rouge alone.

3.3 River Rouge commits to advertise the results of the TMA relating to River Rouge.



3.4 If the TMA determines a market for a particular housing type, River Rouge commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in River Rouge being obligated to repay to MSHDA their portion of the total amount of the MSHDA Grant.

4. City of Romulus Obligations. Romulus shall undertake the following:

4.1 The focus of the TMA in Romulus shall be on an area specified in the attached map in order to encourage housing opportunities with the goal of stabilizing the community and support economic development. The TMA shall include identifying additional types of housing and desired density.

4.2 Romulus shall contribute up to \$7,000 towards the TMA (\$6,000 as required match; up to \$1,000 to DCC to cover administrative costs; total contribution shall be based on the amount of the grant received from MSHDA). To the extent that Romulus asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by Romulus alone.

4.3 Romulus commits to advertise the results of the TMA relating to Romulus.

4.4 If the TMA determines a market for a particular housing type, Romulus commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Romulus being obligated to repay to MSHDA their portion of the total amount of the MSHDA Grant.

5. City of Trenton Obligations. Trenton shall undertake the following:

5.1 The focus of the TMA in Trenton shall be on an area specified in the attached map in order to encourage housing opportunities with the goal of stabilizing the community and support economic development. The TMA shall include identifying additional types of housing and desired density.

5.2 Trenton shall contribute up to \$7,000 towards the TMA (\$6,000 as required match; up to \$1,000 to DCC to cover administrative costs; total contribution shall be based on the amount of the grant received from MSHDA). To the extent that Trenton asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by Trenton alone.

5.3 Trenton commits to advertise the results of the TMA relating to Trenton.

5.4 If the TMA determines a market for a particular housing type, Trenton commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Trenton being obligated to repay to MSHDA their portion of the total amount of the MSHDA Grant.

6. City of Wyandotte Obligations. Wyandotte shall undertake the following:

6.1 The focus of the TMA in Wyandotte shall be on an area specified in the attached map in order to encourage housing opportunities with the goal of stabilizing the community and support economic development. The TMA shall include identifying additional types of housing and desired density.

6.2 Wyandotte shall contribute up to \$7,000 towards the TMA (\$6,000 as required match; up to \$1,000 to DCC to cover administrative costs; total contribution shall be based on the amount of the grant received from MSHDA). To the extent that Wyandotte asks for any additional work from the individual or entity hired to perform the TMA, such additional work shall be paid for by Wyandotte alone.

6.3 Wyandotte commits to advertise the results of the TMA relating to Wyandotte.

6.4 If the TMA determines a market for a particular housing type, Wyandotte commits to complete a development project aligned with the results of the TMA within three years of issuance of the TMA. Failure to satisfy this provision, in the sole discretion of MSHDA, shall result in Wyandotte being obligated to repay to MSHDA their portion of the total amount of the MSHDA Grant.

7. Miscellaneous.

7.1 Refunds of Monies: If the full amount of the grant (up to \$30,000) is not used for the TMA, MSHDA shall be obligated to pay only 50% of the actual cost and shall be refunded any amount MSHDA has paid in excess of the 50%. The balance of any excess monies shall be returned to the Partner Communities in the same proportion that it was contributed.

7.2 Document Delivery: Partner Communities shall provide DCC such information and documents that it requests, at no cost to DCC, in furtherance of DCC's obligations to administer the Housing Development Grant Agreement.

7.3 Execution of Housing Development Grant Agreement: After the execution of the Housing Development Grant Agreement by DCC and MSHDA and after execution of this Memorandum of Understanding but prior to the disbursement of

Grant funds from MSHDA, each signatory to this Memorandum shall execute an acknowledgement of the conditions of the Housing Development Grant Agreement and shall pay DCC its portion of the local match, as specified above.

7.4 Counterparts. This agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 Termination. Any party may terminate their participation in this agreement before final execution of the Housing Development Grant Agreement.

7.6 Entire Agreement/Amendments. This agreement sets forth all of the promises, covenants, agreements, conditions, and undertakings between the parties with respect to the subject matter of this agreement and supercedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, relating to this matter, except as contained within this agreement. This agreement may not be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

7.7 Effective Date. This agreement shall be effective immediately upon execution.



## CITY OF LINCOLN PARK

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_,  
Its Mayor

And \_\_\_\_\_, Its Clerk

## CITY OF RIVER ROUGE

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_,  
Its Mayor

And \_\_\_\_\_, Its Clerk

## CITY OF ROMULUS

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_,  
\_\_\_\_\_, Its Mayor

And \_\_\_\_\_, Its Clerk



CITY OF TRENTON

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_,  
\_\_\_\_\_, Its Mayor

And \_\_\_\_\_, Its Clerk

CITY OF WYANDOTTE

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_,  
\_\_\_\_\_, Its Mayor

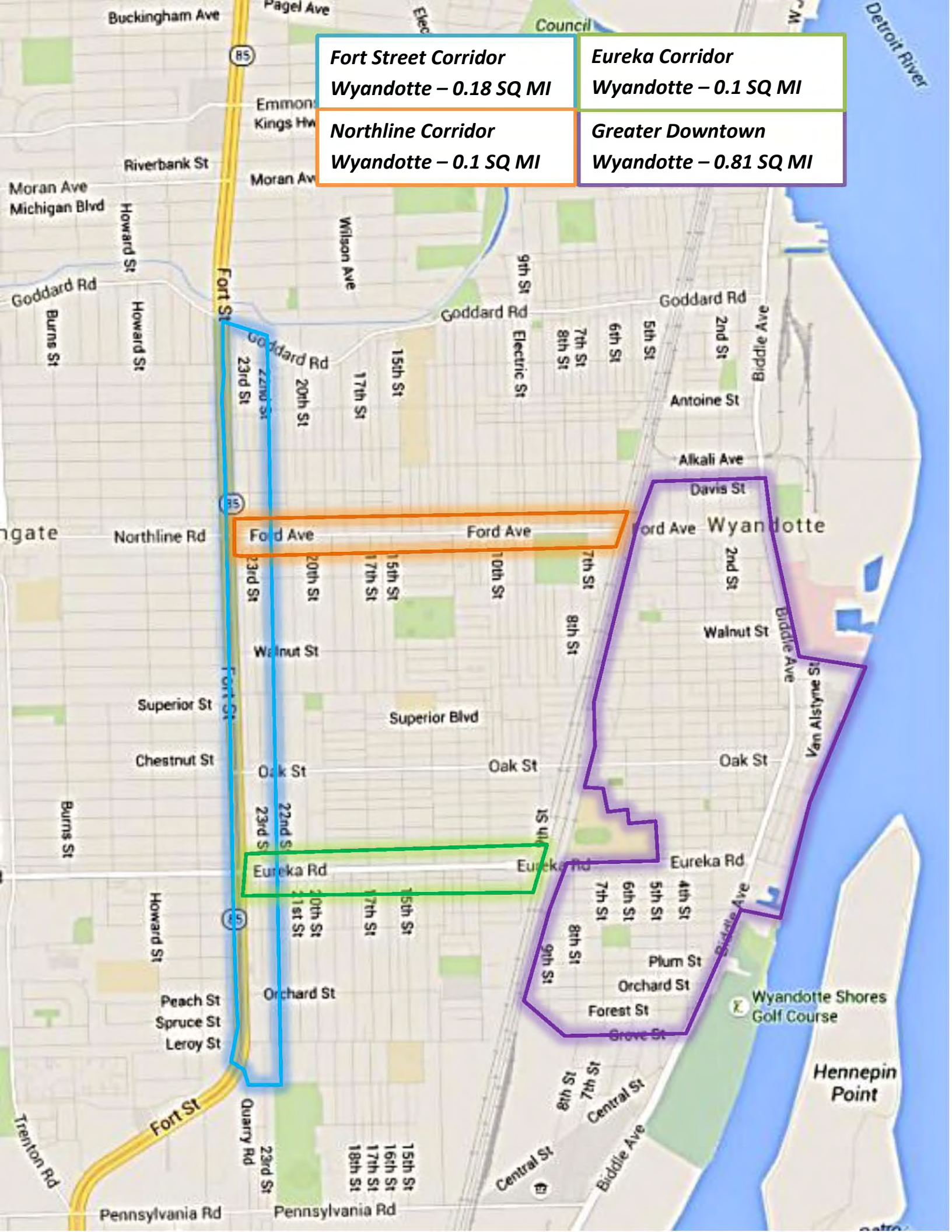
And \_\_\_\_\_, Its Clerk

DOWNRIVER COMMUNITY CONFERENCE

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
James S. Perry, Its Executive Director





**Fort Street Corridor**  
**Wyandotte – 0.18 SQ MI**

**Eureka Corridor**  
**Wyandotte – 0.1 SQ MI**

**Northline Corridor**  
**Wyandotte – 0.1 SQ MI**

**Greater Downtown**  
**Wyandotte – 0.81 SQ MI**

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 11, 2016

**AGENDA ITEM #** 4

**ITEM:** WYANDOTTE MUSEUMS – 2015 HERITAGE EVENT SERIES REPORT

**PRESENTER:** Sarah Jordan, Interim Museum Director

**INDIVIDUALS IN ATTENDANCE:** Sarah Jordan

**BACKGROUND:** Herewith, please find an annual report on the 2015 Heritage Event Series compiled by the staff of the Wyandotte Museums. Contained therein is an overview of the Wyandotte Museum's Heritage Event Series, including all marketing initiatives, individual event summaries and analysis, application to the Museum mission statement, staff recommendations, and financial information. This report was reviewed by the Cultural and Historical Commission at their February 11, 2016, meeting and subsequently approved for submission to City Council.

The Museums' Heritage Event Series has assisted in making Wyandotte a destination community with monthly special evening programming highlighting the history and heritage of our city. It has also allowed for freedom in taking advantage of different and exciting opportunities to expand our local audience. The Museum is further able to engage in cultural and tourism marketing initiatives that highlight the city and our many public event offerings, working with other city departments, commissions, and business organizations.

Museum staff as well as the Cultural and Historical Commission looks forward to continuing the Heritage Event Series, which enhances the quality of life for the citizens of our city and beyond. I submit this report for your collective review.

*\*copy of the report is on file in the City Clerk's Office.*

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

**ACTION REQUESTED:** Adopt a resolution to receive and place on file.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** Receive and place on file.

**COMMISSION RECOMMENDATION:** CONCURS – *Resolution on file*

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shrysdal*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** 2015 Heritage Event Series Report on file in the City Clerk's Office.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 11, 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the Interim Museum Director in the following resolution.

A Resolution to receive and place on file the 2015 Heritage Event Series annual report.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke

Galeski

Miciura

Sabuda

Schultz

VanBoxell



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 11<sup>th</sup> 2016

AGENDA ITEM # 5

**ITEM:** Special Event Applications – Wyandotte Business Association

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** Below please find the requested dates for streets/property the Wyandotte Business Association (WBA) would like to utilize for their Third Friday and special events. The WBA is asking permission for the following items: (see attached Special Event applications for details)

April 15th 3rd Friday is Girls Night Out - 5 PM until 9 PM

The WBA would like to close off Sycamore Street from Biddle Avenue to the corner of Coastal Thai for April 3rd Friday.

- On Sycamore Street West of Biddle Ave up to the corner of Coastal Thai Restaurant
- Please - Post NO PARKING SIGNS FRIDAY APRIL 15TH 12 PM to 11 PM
- Close off Sycamore Street beginning at 12 PM with necessary road blocks provided by DPS
- Nearest Fire Hydrant turn on with water spigot for tent water barrels

The WBA will feature the event on Sycamore Street alongside City Hall. There will be 20x40 tents set up to accommodate a fenced off - Wine Tasting Area.

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 14 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 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: April 15<sup>th</sup> 2016

**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: *Shryrdal*

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

MAYOR'S RECOMMENDATION: *MR.*

LIST OF ATTACHMENTS

Information sheet

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan  
Date: April 11<sup>th</sup> 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the events held, April 15<sup>th</sup> 2016.

April 15th 3rd Friday is Girls Night Out - 5 PM until 9 PM

The WBA would like to close off Sycamore Street from Biddle Avenue to the corner of Coastal Thai for April 3rd Friday.

- On Sycamore Street West of Biddle Ave up to the corner of Coastal Thai Restaurant
- Please - Post NO PARKING SIGNS FRIDAY APRIL 15TH 12 PM to 11 PM
- Close off Sycamore Street beginning at 12 PM with necessary road blocks provided by DPS
- Nearest Fire Hydrant turn on with water spigot for tent water barrels

The WBA will feature the event on Sycamore Street alongside City Hall. There will be 20x40 tents set up to accommodate a fenced off - Wine Tasting Area.

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 14 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 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

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

April 15th 3rd Friday is Girls Night Out - 5 PM until 9 PM

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- On Sycamore Street West of Biddle Ave up to the corner of Coastal Thai Restaurant
- Please - Post NO PARKING SIGNS FRIDAY APRIL 15TH 12 PM to 11 PM
- Close off Sycamore Street beginning at 12 PM with necessary road blocks provided by DPS
- Nearest Fire Hydrant turn on with water spigot for tent water barrels

The WBA will feature the event on Sycamore Street alongside City Hall. There will be 20x40 tents set up to accommodate a fenced off - Wine Tasting Area.

There will also be

- a few street vendors serving snacks, edibles and featuring products directed toward women clientele
- a DJ Booth
- 2 20x40 Tents provided by Total Party Planning along with Tables and Chairs
- 10 Wine Tasting Table / Booths

WBA and vendors will require electrical hook up. I will provide a requests within the next couple days.

Please let us know of any questions or issues.

Thanks

- Dan



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 11<sup>th</sup> 2016

**AGENDA ITEM #** 6a

<b><u>ITEM:</u> WSAF Official Artwork Agreement</b>
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**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 for Robby Gall to create the Official Artwork for the 2016 Wyandotte Street Art Fair.

**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 forwarded to the Special Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*SDrysdale*

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

**MAYOR'S RECOMMENDATION:**

*JAT*

**LIST OF ATTACHMENTS**

Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 11<sup>th</sup> 2016

RESOLUTION by Councilman \_\_\_\_\_

WHEREAS the Special Events Coordinator has requested to contract the services of Robby Gall for 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 Robby Gall 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_____		
<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	VanBoxell	

CITY OF WYANDOTTE AND WYANDOTTE STREET ART FAIR

ART COMMISSION CONTRACT

Artist Name: ROBBY GALL  
Street Address: 20320 N. GREENWAY SFW. MI. 48076  
Phone: 248-250-3515 E-mail: ROBBYGALLART@GMAIL.COM

WHEREAS the Artist will create art for the 2016 Wyandotte Street Art Fair to be completed by  
ASAP but no later than May 9<sup>th</sup> 2016.

Price: \$1,000 (Subject to City's acceptance of finished artwork)

Deposit: \_\_\_\_\_

Artwork description: 2016 Wyandotte Street Art Fair Official Artwork

Artwork description:

WHEREAS the parties mutually agree as follows:

- 1.) SALE: Artist hereby agrees to create the work for the City of Wyandotte ("City") at the above agreed price. The payment of the purchase price is contingent upon the City being fully satisfied with the finished art work as further set forth below.
- 2.) COSTS: Purchase price includes all costs, both direct and indirect, in creating the work and delivering the work to the City of Wyandotte, including but not limited to the purchase of raw material, model and mold-making casting and patinas, consumables, shop expenses, labor, packing, shipping, installation and taxes.
- 3.) PAYMENT: This contract takes effect upon the Artist receiving the payment of the deposit as set forth above.
- 4.) PROGRESS REPORTS: Artist shall furnish the City with progress reports during the creation of work, which can include pictures of the work in progress. The pictures may be digital images and sent by email. A progress report will be sent upon request by the City, but no more frequently than one every two weeks.
- 5.) OWNERSHIP: Upon acceptance and final payment for the work, the City of Wyandotte becomes the sole legal owner of the work created for the Wyandotte Street Art Fair with all rights and privileges.
- 6.) RIGHT OF REFUSAL: If after the work is completed, the City does not wish to purchase any or all of the work, the City may, in its sole discretion, choose not to accept the completed work, and in that case the Artist will retain ownership of the artwork and shall immediately refund the City's deposit.
- 7.) RESTORATION: If the accepted work is damaged in the future the City will consult with the Artist before any restoration and may provide the Artist the first opportunity to restore it, if the City, in its sole discretion so chooses.
- 8.) NOTICE: The Artist has the right to put his/her name and the year of completion on the work in a permanent fashion.
- 9.) WARRANTY: The Artist is obligated to create the work in a professional and craftsman-like manner.

3-23-2016

Date

  
(Artist Signature)

City of Wyandotte:

Date

By:



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 11<sup>th</sup> 2016

AGENDA ITEM # 6b

**ITEM:** Wyandotte Street Art Fair Beverage Area Manager Contract

**PRESENTER:** Heather A. Thiede, Special Events Coordinator

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

**BACKGROUND:** The Special Event Office staff is currently planning our special events for 2016. As you know, the Wyandotte Jaycees have worked with the Wyandotte Street Art Fair for many years and have managed the Riverfront Beverage area for the past few. We would like to continue this relationship once again this year, please see the attached contract for the 2016 Wyandotte Street Art Fair, July 13<sup>th</sup> through the 16<sup>th</sup>. We feel that the Wyandotte Jaycees knowledge and experience will benefit not only the beverage distribution but the fair as a whole.

**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 request authorization for the Mayor or city clerk to sign and return original contract to the Special Event Coordinator.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

WSAF Revenue Account

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*SDysdale*

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

**MAYOR'S RECOMMENDATION:**

*JLP*

**LIST OF ATTACHMENTS**

2016 Wyandotte Jaycee Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 11<sup>th</sup> 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and the Wyandotte Jaycees for the 2016 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen\_\_\_\_\_

Supported by Councilman\_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

**55<sup>th</sup> Annual Wyandotte Street Art Fair  
2016 Beer Area Agreement with the Wyandotte Jaycees**

Organization Title: Wyandotte Jaycees

President's Name: Elizabeth Mullins

Street Address: PO Box 276

City, State, and Zip Code Wyandotte, MI 48192

Telephone: 734 284 3861 Email: info@wyandottejaycees.org

**Project: WYANDOTTE STREET ART FAIR BEER AREA**

**Group volunteer project date & time:** July 13-16, 2016, 11 am to 11 pm (River front entertainment area) and 11 am to 9 pm at the second beer area (Maple/Biddle Area). Beer Area set up on July 12, 2015, time to be determined.

**Group volunteer project description:** The Wyandotte Jaycees organization will be "in charge" of the Riverfront and the 2<sup>nd</sup> Beer Area. They will be responsible for distributing beer and other beverages to the public for the four days of the fair, accepting and disposing of tickets, opening and closing beer areas, set up of both areas before the fair, taking training offered by the beer distributor, applying for the Liquor License, working with a volunteer group that will be responsible for ticket taking during the fair and coordinating with the Wyandotte Street Art Fair Committee and Staff before/during and after the fair.

The 55th Wyandotte Street Art Fair is a four day event that brings roughly around 200,000 people to the City of Wyandotte each year. Times for the art fair is 10 am to 9 pm, the beer tent at the 2<sup>nd</sup> site will close at 8 pm, while the river front entertainment area is open until 11 pm. Tickets will be sold until 10:30 pm; Beer will be distributed until 11:00 pm. Beer will be purchased through a local distributor.

Beverages will be chosen by the City of Wyandotte Special Event Coordinator and WSAF Committee. NO money will be exchanged at the beer tents. Patrons can purchase beverage tickets from the ticket booths in the beer area ONLY.

**PROVISIONS BY VOUNTEER GROUP**

Volunteer group agrees to provide the following equipment and tools:

**MANPOWER**

The Wyandotte Jaycees will be responsible for providing a minimum of

- 3 to 4 people to man the Riverfront Beer Tent from 11 am to 4 pm Wednesday thru Friday and on Saturday a minimum of 8 people from 11 am to 4 pm



- Minimum of 2 people to man the Maple/Biddle beer area from 11 am to 5 pm Wednesday thru Friday and a minimum of 3 people from 11 am to 5 pm on Saturday.
- A minimum of 20 people at the Riverfront Beer Tent each night from 5 pm to 11 pm, along with a minimum of 4 people at the Maple/Biddle beer area from 5 pm to 9 pm each night.

#### **SPECIAL PROVISIONS APPLICATION**

By May 2, 2016, the Jaycees shall, at a meeting of the membership or board of directors, pass the following resolution by a majority vote. RESOLVED: That the organization, through its duly authorized officers, make application to the MLCC for a Special License for the sale of either Beer and Wine, or Beer, Wine and Spirits, for consumption on the premises to be in effect on the following days; July 13 through 16, 2016.

The Jaycees shall apply for SPECIAL LICENSE for SALE OF BEER AND WINE ONLY and/or BEER, WINE AND SPIRITS for CONSUMPTION ON THE PREMISES and adhere to the Michigan Department of Labor & Economic Growth MICHIGAN LIQUOR CONTROL COMMISSION (MLCC), 7150 Harris Drive, P.O. Box 30005, Lansing, MI 48909-7505. Such application shall be signed and completed by the Jaycees at least 60 days prior to the commencement of the Art Fair.

The Art Fair Committee shall provide layout information of the Art Fair and beverage sales set up areas by May 2, 2016, and the funds to secure the bond and apply for the license(s) and staff shall facilitate and assist in the preparation of the application and shall process and mail such application from City Hall to the State within the first week of June 2015.

The Wyandotte Jaycees understand that the above-described services will be non-compensable to individuals. A portion of the proceeds from the sale of beverages shall benefit the Wyandotte Jaycees based upon the schedule as follows as well as an additional organization that will be responsible for taking tickets.

#### **PAYMENT**

The Jaycees shall receive 21.5% of gross revenue of beverage sales. The Wyandotte Jaycees will be responsible for paying and sending in the checks for: bonds, licensing, insurance and the tax on the sales of beer/liquor after the event. The City of Wyandotte will not pay for any part of/reimburse any fees to the Jaycees.

#### **TRAINING/ SERVING**

The Jaycees shall certify to the City of Wyandotte/Wyandotte Street Art Fair Committee that they shall have been trained and shall abide by all Michigan Laws the State of Michigan Liquor Control Commission. This training may be offered by the Distributor and arranged within 30 days of the signing of this contract.

#### **SET UP**

An appropriate Jaycee representative shall be present at the time of the beer tent set up and the beer distributor's truck and equipment lay out on the days before the Art Fair begins. Times and dates shall be arranged and communicated between the Art Fair staff and the Jaycees representative.

#### **DUTIES OF THE JAYCEES**

There will be two to three workers from the distributors present at the fair at all times, if you need assistance with anything, they can help you. They will be in charge of keg counting, replacing kegs, moving kegs and fixing any problems that might occur in both beer areas. A representative from the Wyandotte Jaycees shall inspect and keep a keg count for each day to check records.

#### **MONEY HANDLING / TICKETS**

Money handling and ticket shall be conducted by the organizations the Wyandotte Street Art Fair Committee approves. The Wyandotte Jaycees will be notified once these groups are chosen.

#### **Ticket areas:**

- Elm Street at Van Alstyne Street – Riverfront Entertainment Area
- 2<sup>nd</sup> Area – Biddle Area

One member from the ticket handling groups shall be appointed to document the starting number of tickets and the last number on a ticket roll that was collected at the opening of the ticket booths, before each shift change and at the closure of the event each night and shall sign the ticket ledger.

One member of each group shall be appointed to document the starting number of tickets and the last number on a ticket roll that was collected before the shift change.

#### **TICKET HANDLING**

The Wyandotte Jaycees who will be accepting tickets for all beer/beverage areas shall be required to tear each ticket into two pieces; then dispose of these behind the bar.

#### **MONEY**

Members of the Wyandotte Street Art Fair Staff/City of Wyandotte will be responsible for depositing/counting the money each night after both beer tents close for the four days of the fair. The Wyandotte Jaycees workers understand that they are not allowed to touch the ticket booth money whatsoever, in order to provide a check and balance in the worker arrangement.

#### **DISTRIBUTION**

The Wyandotte Jaycees accepting tickets shall check ID of any person in question before distributing and abide by training. If a Wyandotte Street Art Fair Staff/Committee sees any member of the Jaycees not taking tickets and distributing alcohol, there will be immediate removal of that person. The Jaycee President or Board Member will be notified as soon as possible. There will be no individuals under the age of 18 allowed behind the beer booths for any reason. If Wyandotte Street Art Fair Staff/Committee Members see any individual behind the beer tent area that are under the age of 18 years old that individual will be removed immediately.

#### **OPENING THE BOOTHS**

Riverfront – 11 am

Maple/Biddle – 11 am

#### **CLOSING AND SECURING THE BOOTHS**

The Wyandotte Jaycees will be responsible for closing and securing both beer areas for the duration of the four day event. Ticket sales stop at 10:30 pm and ticket taking and beer

distribution stops at 11 pm. The beer workers will be there to assist you with closing and also the ticket takers as well as Wyandotte Street Art Fair Staff. If you have any questions or need assistance with anything during the four day fair please feel free to contact the Wyandotte Street Art Fair staff (contact information will be exchanged closer to the fair). Original licenses shall be returned to the Wyandotte Jaycees for immediate return to the state by the end of Saturday night.

#### **REPORTING**

The Wyandotte Jaycees will make a copy of their traditional CPG regarding this event available to the Art Fair Committee/Staff within the first week of September.

#### **GENERAL CONDITIONS**

The Wyandotte Jaycees and all others associated with the Wyandotte Jaycees further understand that they are not considered employees of the City of Wyandotte. Volunteers listed on the attached lists are covered by general liability insurance purchased for this specific event wherein the City of Wyandotte and Street Art Fair Committee shall be named as also insured. The Wyandotte Jaycees shall be responsible to submit 30 days in advance of the Art fair, a copy of the Liquor Liability Insurance in the amount required by the City of Wyandotte. The Wyandotte Jaycees shall comply with all applicable department and agency rules. No City employment, unemployment, leave, or hours of work provisions or collective bargaining agreements shall apply to volunteers. Either party may cancel this agreement in writing with advance notice of 45 days in advance of the event at any time following notice of the other party.

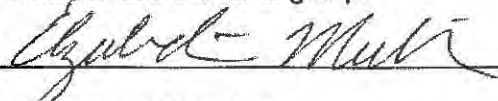
#### **HOLD HARMLESS**

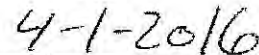
The Wyandotte Jaycees agree to hold the City of Wyandotte harmless from any and all claims and liability arising from the Jaycee's operation of the Beer areas and from all activities arising from this Agreement.

I hereby release the City of Wyandotte, the Art Fair Committee members, staff and agents from all claims of any kind or character which I have or might have against them.

\_\_\_\_\_  
President or other authorized official of group

\_\_\_\_\_  
Date





\_\_\_\_\_  
Acceptance from the City of Wyandotte

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 11<sup>th</sup> 2016

AGENDA ITEM # 7

**ITEM:** Quote to preform rain gutter repairs to the City owned building at 81 Chestnut

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 4-6-16*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The rain gutter has fallen off at the west side of the building which is in an area that is inaccessible and requires the use of an 80 foot boom lift to make the repair. There are downspout repairs required at the rear and east side of the building. J.S. Vig can complete the repairs for \$2,975.00. In an attempt to receive additional bids, two roofing companies and one rain Gutter Company were contacted. No one is interested in doing the work due to the difficulty involved and the dangerous working conditions. There is a possibility, if there is rotten wood encountered at the fascia where the rain gutter is attached and the work cannot be accomplished in a day the cost of the repair will increase. The increased costs include the weekly rental of the boom lift at a cost of \$825.00 dollars and additional labor at a cost of \$110.00 dollars an hour for two (2) men, plus materials cost.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan by continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

**ACTION REQUESTED:** Approve J.S. Vig to complete work for \$2,975.00 plus time and materials if additional repairs are required.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work from Account # 101-448-750-270 for an estimated cost of \$2,975.00 dollars providing additional work is not needed which will be done at a time and material rate.

**IMPLEMENTATION PLAN:** J.S. Vig to do work and inspect.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*S. Rysdahl*

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

*Mark A. Kowalewski*

**LIST OF ATTACHMENTS:** Attached proposal from JS Vig.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the work at 81 Chestnut to award a contract to the J.S. Vig Company in a base amount of \$2,975.00 dollars from account no. 101-448-750-270.

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	_____

Dennis J. Levko, Vice President  
JS Vig Construction Company . [www.jsvig.com](http://www.jsvig.com)  
Member U.S. Green Building Council  
[dennis@jsvig.com](mailto:dennis@jsvig.com)  
office (734) 283-3002 ext. 22 . fax (734) 282-5320 . cell (313) 215-3442

#### PROPOSAL

We finally came up with a game plan for the gutter and downspout repair at 81 Chestnut. We will need to rent an 80' boom lift for the work to be completed. We will also need to supply a new gutter as the existing one is damaged and cannot be repaired. We will paint the new gutter to match the existing ones as closely as possible. Also included in our scope of work will be to re-install a couple other downspouts that are on site, but not currently attached.

- The cost to deliver, remove from the site, and rent for one day is \$1,175.00 (If you wanted additional repairs made to the building we can rent the lift for \$2,000.00 for the entire week)
- Supply, paint and install the gutter and multiple downspouts on site \$1,800.00 (it will take 2 men in the lift to complete the work—we will paint the gutter the day before installing)
- The total cost to complete the work is \$2,975.00 If additional carpentry work is required in the lift, we need to use \$110.00/hour. That is equivalent to two men at \$55. That includes all company OH&P on the employee also

There is no fee or service charge from JS Vig regarding this quote.

Let me know if you want us to proceed. (Sorry it took so long to finalize our quote as the first roofer contacted did not quote the job properly and thought they could install the work with a smaller lift)



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 11, 2016

**AGENDA ITEM #** 8

**ITEM:** File # 4442 - Tree Cutting & Stump Removal

**PRESENTER:** Mark Kowalewski – City Engineer

*Mark Kowalewski 331-16*

**INDIVIDUALS IN ATTENDANCE:** NA

**BACKGROUND:** The City of Wyandotte has trees that require removal and has an existing contract with G's Trees Inc. G's Trees Inc is willing to maintain their current unit rates from last year's Contract. The contract provides for extensions with approval of the City Council. See attached contract extension and certificate of insurance.

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

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer to extend G's Trees Inc contract for next year.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account # 492-200-850-528 for \$11,500.00.

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to G's Trees Inc.informing them of the decision of the City to extend his contract for one more year.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** *Review Agreement (w, Cook*

**MAYOR'S RECOMMENDATION:** *J.P.*

**LIST OF ATTACHMENTS:**

Contract Amendment

Certificate of Insurance

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 14, 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council concurs with the City Engineer and hereby extends G's Trees Inc. contract in an amount not to exceed \$11,500 from Account No. 492-200-850-528 for tree cutting and stump removal; AND

BE IT FURTHER RESOLVED that the City Clerk is directed to complete all the required documentation.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

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

**AMENDMENT TO CONTRACT**  
**FILE #4442 – TREE CUTTING & STUMP REMOVAL – CITY OF**  
**WYANDOTTE**

ARTICLES OF AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016,  
by and between the CITY OF WYANDOTTE, party of the first part, and G's Trees, Inc,  
Lincoln Park, County of Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added the following work:

TREE & STUMP REMOVAL 2 – 9 INCHES @ \$135.00/EA  
TREE & STUMP REMOVAL 10 – 19 INCHES @ \$150.00/EA  
TREE & STUMP REMOVAL 20 – 24 INCHES @ \$205.00/EA  
TREE & STUMP REMOVAL 25 – 30 INCHES @ \$320.00/EA  
TREE & STUMP REMOVAL 31 – 36 INCHES @ \$620.00/EA  
TREE & STUMP REMOVAL 37 – 48 INCHES @ \$1,850.00/EA  
TREE & STUMP REMOVAL 49 – 65 INCHES @ \$3,200.00/EA  
TREE & STUMP REMOVAL 66 – 81 INCHES @ \$4,500.00/EA  
TREE & STUMP REMOVAL 82 – 96 INCHES @ \$5,500.00/EA  
GRIND STUMP ONLY @ \$125.00/EA  
REMOVE ROOTS IN AREA OF SIDEWALK @ \$75.00/EA

2. This contract shall be increased by the estimated amount of \$11,500.00
3. Completion date for this additional work shall be September 30, 2016.
4. The unit prices and contract conditions will remain the same as in the original contract.
5. Insurance Policies and Certificates will be submitted by the party of the second part to cover the extended period of time.

IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

\_\_\_\_\_  
Joseph Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec City Clerk

PARTY OF THE SECOND PART

G's Trees, Inc.

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS



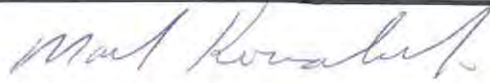
**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 11, 2016

**AGENDA ITEM #** 9

**ITEM:** Composting Agreement

**PRESENTER:** Mark A. Kowalewski, City Engineer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The City accepts grass and yard waste at the Recycling Drop-Off Center and previously had delivered the yard waste to Jack's Lawn Service in Monroe. Jack's Lawn Service has closed. Therefore, attached is a Composting Agreement with Regulated Resource Recovery, Inc. (RRR) of 200 Matlin Road, Carleton, Michigan. This Agreement will provide composting of leaves, grass, clippings, brush and organic yard waste from the Wyandotte Recycling Center.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing efforts to creating fiscal stability.

**ACTION REQUESTED:** Enter into Composting Agreement with Regulated Resource Recovery, Inc. for the disposal of grass and yard waste from the Wyandotte Recycling Center.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expenditure from Account #290-448-825-491 Compost Tipping Fee.

**IMPLEMENTATION PLAN:** Sign Composting Agreement and start delivering grass and yard waste to Regulated Resource Recovery, Inc.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL'S RECOMMENDATION:** W. Look approved form on April 4, 2016.

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Composting Agreement; Council Agenda Item of February 29, 2016, Annual License for Yard Waste Collection

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED by the City Council that Council concurs with the recommendation of the City Engineer to entering into a Composting Agreement with Regulated Resource Recovery, Inc., of Carleton, Michigan; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized to executed the Composting Agreement as presented to City Council.

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	_____

## **COMPOSTING AGREEMENT**

This Composting Agreement ("Agreement") is made and entered into on this 23<sup>rd</sup> day of March 2016, by and between Regulated Resource Recovery, Inc. ("RRR") and City of Wyandotte ("Wyandotte").

### **1. Scope**

RRR shall provide processing for compost materials delivered to RRR's 200 Matlin Road Carleton, MI facility by Wyandotte. Compost materials shall mean leaves, grass clippings, brush and organic yard waste. RRR shall be considered the owner of any compost materials after the compost materials have been delivered and accepted by RRR.

### **2. Right of Rejection**

RRR retains the right to reject any loads of compost materials that are delivered to RRR's 200 Matlin Road facility by Wyandotte which are contained in plastic bags. Additionally, RRR retains the right to reject any loads of compost materials that are comingled with non-compost materials.

### **3. Terms**

This Composting Agreement shall remain in effect for one year with an expiration date of March 23, 2017.

### **4. Rate**

A rate of \$8.75/cu. yd. shall be paid by Wyandotte to RRR for each cu. yd. of compost materials delivered to and accepted by RRR at RRR's 200 Matlin Road Facility. A 20 cu. Yd. minimum per load applies. RRR will provide Wyandotte with an invoice for compost processing monthly with payment terms of Net 30.

### **5. Hours of Operation**

The compost processing facility shall operate from 7:00 a.m. to 5:00 p.m. Monday through Friday.

### **6. Cancellation**

RRR or Wyandotte may cancel this agreement at any time.



REGULATED RESOURCE RECOVERY, INC.  
200 Matlin Road  
Carleton, MI 48117

\_\_\_\_\_  
Anthony Abela

Date: \_\_\_\_\_

CITY OF WYANDOTTE  
3200 Biddle Avenue  
Wyandotte, MI 48192

\_\_\_\_\_  
Print: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-79**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,  
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL  
BUILDING.

UNDER THE DATE OF: February 29, 2016

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Miciura

BE IT RESOLVED by the City Council that the Ordinance changes to Chapter 14 Garbage, Trash and Weeds regarding Annual License Fees for Yard Waste Collection Business will be a First Reading at the Council meeting held on February 29, 2016; AND

BE IT FURTHER RESOLVED that the fees will be as follows:


\$200 per pick-up truck for Wyandotte Businesses

\$800 per pick-up truck for non-Wyandotte Businesses

Motion unanimously carried.

ABSENT: Councilperson Fricke

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on February 29, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: February 29, 2016

AGENDA ITEM # 10

**ITEM:** Annual License for Yard Waste Collection

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 2-25-16*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** The City accepts grass and yard waste at the Recycling Drop-Off Center from Wyandotte residents at no charge. Businesses may utilize the Recycling Drop-Off Center by obtaining a license. Businesses not located in Wyandotte may obtain licenses provided only yard waste is collected from Wyandotte Properties. In 2015, twenty (20) businesses obtained licenses and six (6) businesses were non-Wyandotte businesses. Since some businesses had more than one (1) licensed truck, there were 34 licenses issued. The current license fees are \$300 per truck for non-Wyandotte businesses and \$75 per truck for Wyandotte businesses. In 2015, these license fees generated \$4,125.00.

The City has delivered the yard waste to Jack's Lawn Service in Monroe. The fee has been \$2.00 per cubic yard. Jack's Lawn Service has closed. We are currently researching options that can accommodate Wyandotte's volume. The cost will increase to at least \$8.50 per cubic yard. It is anticipated that 5,000 cubic yards will be collected @ \$8.50 per cubic yard or \$42,500 in anticipated tipping fees.

To continue to accept and process yard waste, I recommend that the License Fees for businesses utilizing the Recycling Drop-Off Center be increased to begin to capture some of the cities additional expenses. The fees would increase to \$200 per pick-up truck for Wyandotte Businesses and \$800 per pick-up truck for non-Wyandotte businesses. Attached is a proposed ordinance change for your consideration.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing efforts to creating fiscal stability.

**ACTION REQUESTED:** Increase License Fee for Yard Waste Collection Businesses by adopting Ordinance change.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Increase revenue to account 290-000-650-012 Yard Waste by \$6,875. Increase expenditure to account #290-448-825-491 Compost Tipping Fee by \$27,500 to \$42,500 with \$20,625 provided from fund balance.

**IMPLEMENTATION PLAN:** After adoption of Ordinance notify Yard Waste Collection Businesses of new License Fees.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*D. Rydzal*

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

**MAYOR'S RECOMMENDATION:**

*JLP*

**LIST OF ATTACHMENTS:** Current Ordinance for Yard Waste Collection, Proposed Ordinance for Yard Waste Collection and Yard Waste License Information



Current ordinance

## Sec. 14-14. - License.

All persons engaged in the business or practice of collection or transporting any solid waste or yard waste from any premises, or upon the streets, alleys or public ways of the city, shall be licensed. This section shall not apply to city employees in the performance of their duties or persons authorized to perform said services by contract with the city.

- (1) The annual fee for a license for solid waste and garbage collection shall be one hundred dollars (\$100.00). Application shall be made to the city. At a minimum, the application must include the following information:
  - a. Description of the methods and equipment used to collect material, description of services provided, location by address, size in cubic yards, and type front or rear load of all dumpsters serviced by applicant.
  - b. Proof of liability insurance acceptable to the city.
  - c. License shall specify location where collected material is disposed. No licensed collector shall dispose of material at sites other than those herein specified.
  - d. Each licensed collection receptacle provided by said license must be the proper type as determined by the city engineer, and be hygienic, and not contributing to litter and be properly maintained.
  - e. Such other pertinent facts as the city engineer may from time to time require for the purpose of determining whether the applicant complies with any and all laws, rules or regulations established by the city, county, state or federal government in regards to waste handling or disposal.
  - f. Unless revoked, every license granted under this section shall expire on the next succeeding May 31 following issuance.
- (2) The annual fee for a license for yard waste collection shall apply if the city drop-off recycling center is utilized by said business. The yard waste collector shall only utilize the drop-off recycling center with yard waste collected from Wyandotte properties. The fee shall be two hundred fifty dollars (~~\$250.00~~<sup>75.00</sup>) per truck for non-Wyandotte businesses and fifty dollars (~~\$50.00~~<sup>75.00</sup>) per truck for Wyandotte businesses. Application shall be made to the city clerk. At a minimum, the application shall include the following information:
  - a. Description of the vehicles used to collect yard waste, license number of vehicles, location by address, name and phone number of all locations in Wyandotte serviced by applicant.
  - b. Proof of liability insurance acceptable to the city.
  - c. Applicant shall agree to utilize the recycling drop-off center during posted hours with the following exceptions. The drop-off center shall not be utilized by applicant on weekends after 1:00 p.m. on Fridays till 7:30 a.m. Mondays. The drop-off center shall not be utilized by the applicant on weekdays after 2:00 p.m.
  - d. Such other pertinent facts as the city engineer may from time to time require for the purpose of determining whether the applicant complies with any and all laws, rules or regulations established by the city, county, state or federal government in regards to yard waste disposal.

Amended by Resolution dated 12/14/10

- e. Unless revoked, every license granted under this section shall ~~expire~~ expire on the next succeeding May 31, following issuance.

(Ord. No. 961, § 1, 2-1-93; Ord. No. 965, § 1, 5-10-93; Ord. No. 977, § 1, 3-21-94; Ord. No. 1211, § 1, 12-20-04; Ord. No. 1263, § 1, 3-6-06)

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



COUNCIL

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

December 14, 2010

JOSEPH R. PETERSON  
MAYOR

RESOLUTION

Mark A. Kowalewski  
City Engineer  
3131 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilman James R. DeSana  
Supported by Councilman Lawrence S. Stec

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Engineer to change the following yearly charges regarding Chapter 14, Garbage, Trash and Weeds, Section 14-14 relative to the contractors who utilize the City of Wyandotte Drop-Off Recycling Center for yard waste disposal effective January 1, 2011 as follows:

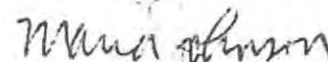
YARD WASTE LICENSE FEE

Non-Wyandotte Based Business	\$300.00 per truck
Wyandotte Based Business	\$ 75.00 per truck

YEAS: Councilmembers Browning DeSana Fricke Sabuda Stec  
NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 13, 2010.

  
Maria Johnson  
Deputy City Clerk

CC: Finance, DPS



I hereby approve the adoption of the foregoing ordinance this      day of      , 2016.

## YARD WASTE LICENSE

### CURRENT YARD WASTE LICENSES

14 Wyandotte Businesses with 27 Licenses @ \$75/each =	\$2,025.00
6 Non-Wyandotte Businesses with 7 Licenses @ \$300/each =	<u>\$2,100.00</u>
Total	\$4,125.00

### FUTURE YARD WASTE LICENSES

14 Wyandotte Businesses with 27 Licenses @ \$200/each =	\$ 5,400.00
6 Non-Wyandotte Businesses with 7 Licenses @ \$800/each =	<u>\$ 5,600.00</u>
Total	\$11,000.00

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** April 11, 2016

**AGENDA ITEM #** 10

**ITEM:** Amendments to Antenna Site License Agreements with T-Mobile Central, LLC for 1077 Grove and 365 Hudson Street

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 4-5-16*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** In 1996, the City had constructed two (2) communication towers at 1077 Grove Street and 365 Hudson Avenue which the City owns. Space on the tower is licensed to various communication carriers. The enclosed Antenna Site License Agreement Amendments with T-Mobile Central, LLC are for applicable portions of the communication towers at 1077 Grove Street and 365 Hudson Street.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to create revenues to support the City financially.

**ACTION REQUESTED:** Approve the Antenna Site License Agreement Amendments for 1077 Grove and 365 Hudson Street with T-Mobile Central, LLC.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Increase revenue to account no. 295-000-655-020 by \$11,752.80 the 1<sup>st</sup> year and 4% increase thereafter.

**IMPLEMENTATION PLAN:** Execute Agreements and collect fees

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Review and approved by W. Look

**MAYOR'S RECOMMENDATION:**

*ALP*

**LIST OF ATTACHMENTS:** Antenna Site License Agreement Amendments



RESOLUTION

Wyandotte, Michigan

Date: April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED that Council approves the Antenna Site License Agreement Amendments for the communication towers at 1077 Grove and 365 Hudson with T-Mobile Central, LLC; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Amendments.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNCIL

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

NAYS

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Ch 00339

**THIRD AMENDMENT TO  
ANTENNA SITE LICENSE AGREEMENT**

**Site Location:** 1077 Grove Street, Wyandotte, Michigan  
**T-Mobile Site No.:** DE05715D

**Licensor:** City of Wyandotte, a Michigan municipal corporation, with an address of 3200 Biddle Avenue, Wyandotte, Michigan 48192

**Licensee:** T-Mobile Central LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Holdings, Inc.

This Third Amendment to Antenna Site License Agreement ("**Third Amendment**") dated as of the latter of the signature dates below, is made and entered into by Licensor and Licensee.

**RECITALS**

WHEREAS, Licensor and Licensee's predecessor-in-interest entered into an Antenna Site License Agreement dated November 16, 2001, as amended by that certain First Amendment to the Antenna Site License Agreement dated July 1, 2008, and that certain Second Amendment To The Antenna Site License Agreement dated June 2, 2013 (collectively, the "**License**"); and

WHEREAS, the parties mutually agree and acknowledge that they desires to modify and amend certain provisions of the License as set forth herein to: (i) allow Licensee to modify its Antenna Facilities (with such additional or modified equipment herein collectively referred to as the "**Modified Equipment**"), (ii) increase the Monthly License Fee, and (iii) update the parties' notice addresses.

NOW, THEREFORE, in consideration of the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the License as follows:

1. Commencing upon the earlier to occur of: (i) Licensee's receipt of a Building Permit allowing it to install the Modified Equipment, or (ii) January 1, 2016, the Monthly License Fee shall increase by Four Hundred Ninety-Six and 40/100 Dollars (\$496.40), partial months to be prorated if applicable (the "**Increase**") to Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00), such Monthly License Fee payments continuing to be paid electronically to C&W Management in accordance with the License. The four percent (4%) annual escalator applicable to the Monthly License Fee shall remain in full force and effect.
2. Licensee's permitted Site Equipment shall include the Modified Equipment so that the Site Equipment permitted on the Antenna Site at the RAD Center of 162' elevation (including occupation of five feet (5') of vertical space above and below such elevation) shall be limited to the following:

- (3) TMA1921B78-21A
- (1) COVP
- (3) DBXNH-6565B-A2M
- (2) FXFB Modules
- (3) FRIG Modules
- (6) TMBXX-6517-R2M
- (12) 7/8" Coax
- (1) 1- 5/8" Hybrid Line

Exhibit A and Exhibit B to the License are hereby modified to include the Site Equipment referenced above.

3. Reasonable alternative upgrades of Site Equipment shall be permitted to be installed in the future by Licensee from time to time without application of an increase to the Monthly License Fee upon prior application by Licensee to Licensor in accordance with the terms of the License provided such future alternative upgrades do not materially increase the tower loading.

4. Licensor's, Licensee's and the Managing Agent's notice addresses as set forth in Section 28 of the License are hereby deleted in their entirety and replaced in full with the following:

Notice address for Licensor:

Mark Kowalewski  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

With a copy to:

City Clerk  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte MI 48192

Notice address for Licensee:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site No.: DE05715D



Notice address for Licensor's Managing Agent:

New Par  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

5. All terms, conditions, renewal periods and escalators expressed in the License shall remain in full force and effect, except as modified by this Third Amendment, which shall contain the entire agreement of the parties. The persons who have executed this Third Amendment represent and warrant that they are duly authorized to execute this Third Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the date of execution by the last party to sign.

LICENSOR:

CITY OF WYANDOTTE,  
a Michigan municipal corporation

\_\_\_\_\_  
By:  
Its:  
Date:

STATE OF MICHIGAN     )  
                                      )  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016 by \_\_\_\_\_, its \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

LICENSEE:

T-MOBILE CENTRAL LLC,  
a Delaware limited liability company

DocuSigned by:

*Michael Lord*

52270FCB2B2645B

By: Michael Lord

Its: Director Engineering and Operations

Date: 2/8/2016

STATE OF )  
COUNTY OF )

*T. Regin*

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016 by \_\_\_\_\_, its \_\_\_\_\_.

My Commission Expires:

Notary Public

MANAGING AGENT:

New Par, a Delaware Partnership d/b/a  
Verizon Wireless

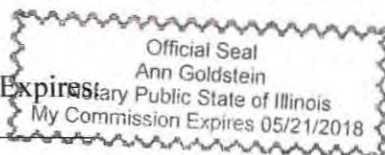
By: Verizon Wireless (VAW) LLC, its  
General Partner

*Lynn Ramsey*  
By: Lynn Ramsey  
Its: Area Vice President Network  
Date: 3/14/16

STATE OF ILLINOIS )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 14 day of MARCH  
2016 by Lynn Ramsey its Area Vice President Network.

My Commission Expires:



Notary Public

08/21

# **FOURTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT**

**Site Location:** 365 Hudson Street, Wyandotte, Michigan

**T-Mobile Site No.:** DE04120D

**Licensor:** City of Wyandotte, a Michigan municipal corporation with an address of 3200 Biddle Avenue, Wyandotte, Michigan 48192.

**Licensee:** T-Mobile Central, LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Holdings, Inc., as successor-in-interest to Omnipoint Communications Midwest Operations, LLC.

This Fourth Amendment to Antenna Site License Agreement ("**Fourth Amendment**") is effective this \_\_\_\_ day of \_\_\_\_\_ 2016, and is intended to modify that certain Antenna Site License Agreement dated October 14, 1998, as previously amended and entered into by and between Licensor and Licensee's predecessor-in-interest.

## **RECITALS**

**WHEREAS**, Licensor and Licensee's predecessor-in-interest, entered into an Antenna Site License Agreement dated October 14, 1998, as amended by: (i) a First Amendment to the Antenna Site License Agreement dated March 1, 2004; (ii) a Second Amendment To The Antenna Site License Agreement dated July 1, 2008, and (iii) a Third Amendment To The Antenna Site License Agreement dated June 2, 2013 (as amended collectively, the "**License**"); and

**WHEREAS**, the parties mutually agree and acknowledge that they desires to modify and amend certain provisions of the License as set forth herein to: (i) allow Licensee to modify its Antenna Facilities (with such additional or modified equipment herein collectively referred to as the "**Modified Equipment**"), (ii) Increase the Monthly License Fee and (iii) update the parties' notice addresses.

**NOW, THEREFOR**, in consideration of the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the License as follows:

1. Commencing upon the earlier to occur of: (i) Licensee's receipt of a Building Permit allowing it to install the Modified Equipment, or (ii) January 1, 2016, the Monthly License Fee shall increase by **Four Hundred Eighty-Three and 00/100 Dollars (\$483.00)**, partial months to be prorate if applicable (the "**Increase**") to **Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00)** per month; such Monthly License Fee payments continuing to be paid electronically to C&W Management in accordance with the License. The four percent (4%) annual escalator applicable to the Monthly License Fee shall remain in full force and effect and shall apply to the Increase as part of the Monthly License Fee.



2. Licensee's permitted Site Equipment shall include the Modified Equipment so that the Site Equipment permitted on the Antenna Site at the RAD Center of 141' elevation (including occupation of five feet (5') of vertical space above and below such elevation), shall be the following:

- (3) LNX-6515DS-A1M
- (6) TMBXX-6517-R2M
- (3) TMBX-6517-R2M
- (3) ETW200VS12UB
- (3) FXFB RRUs
- (3) FRIG RRUs
- (1) DC3-48-60-3-18G-01
- (12) 7/8" diameter coax lines
- (1) 1-5/8" diameter hybrid Line

Exhibit A and Exhibit B to the License are hereby modified to include the Site Equipment referenced above.

3. Reasonable alternative upgrades of Site Equipment shall be permitted to be installed in the future by Licensee from time to time without application of an increase to the Monthly License Fee upon prior application by Licensee to Licensor in accordance with the terms of the License provided such future alternative upgrades do not materially increase the tower loading.

4. Licensor's, Licensee's and the Managing Agent's notice addresses as set forth in Section 28 of the License are deleted in their entirety and replaced in full with the following:

Notice address for Licensor:

Mark Kowalewski  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

With a copy to:

City Clerk  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte MI 48192

Notice address for Licensee:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Attn: Lease Compliance  
Site No.: DE04120D

Notice address for Licensor's Managing Agent:

New Par  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

5. All terms, conditions, renewal periods and escalators expressed in the License shall remain in full force and effect except as modified by this Fourth Amendment, which shall contain the entire agreement of the parties. The persons who have executed this Fourth Amendment represent and warrant that they are duly authorized to execute this Fourth Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, this Fourth Amendment is effective and entered into as of the date first written above.

LICENSOR:

CITY OF WYANDOTTE,  
a Michigan municipal corporation

\_\_\_\_\_  
By:  
Its:  
Date:

STATE OF MICHIGAN     )  
                                  )  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016 by \_\_\_\_\_, its \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\*\*\* SIGNATURES CONTINUED ON THE FOLLOWING PAGE \*\*\*

LICENSEE:

T-MOBILE CENTRAL, LLC, a Delaware limited liability company

DocuSigned by:

*Michael Lord*

52270FCB2B2645B...

By: Michael Lord

Its: Director Engineering and Operations

Date: 2/8/2016

STATE OF )  
COUNTY OF )

Joel Linderoth

Digitally signed by Joel Linderoth  
DN: cn=Joel Linderoth, o=T-Mobile Central, ou=Operations, email=joel.linderoth@tmcc.com, c=US  
Date: 2016.02.08 15:32:08-0500

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016 by \_\_\_\_\_, its \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

MANAGING AGENT:

New Par, a Delaware Partnership d/b/a  
Verizon Wireless

By: Verizon Wireless (VAW) LLC, its  
General Partner

*Lynn Ramsey*

By: Lynn Ramsey

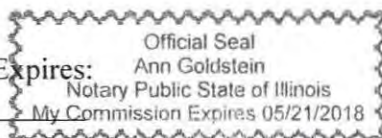
Its: Vice President – Field Network

Date: 3/14/16

STATE OF ILLINOIS )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 14 day of March  
2016 by Lynn Ramsey, its Area Vice President Network.

My Commission Expires:



*Ann Goldstein*

\_\_\_\_\_  
Notary Public



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 14, 2016

AGENDA ITEM # 11

**ITEM:** File #4653 – RAT CONTROL

**PRESENTER:** Mark Kowalewski – City Engineer

*Mark Kowalewski 4-4-16*

**INDIVIDUALS IN ATTENDANCE:** Mark Kowalewski – City Engineer

**BACKGROUND:** Advantage Pest Control is willing to maintain their current rates from last year's contract for rat control. The contract provides for extension of this contract with approval of the City Council.

**STRATEGIC PLAN/GOALS:** This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan by fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer to extend Advantage Pest Control for 2016-2017.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work form Account No. 590-200-926-310.

**IMPLEMENTATION PLAN:** The resolution and all necessary documents will be forwarded to Advantage Pest Control informing them of the decision of the City to extend their contract for one year.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*W. LOOK (Reviewed Agreement)*

**MAYOR'S RECOMMENDATION:**

*J.P.*

**LIST OF ATTACHMENTS:** Contract Amendment and Certificate of Insurance

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 14, 2016

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council concurs with the City Engineer and hereby extends Advantage Pest Control contract in an amount of \$40,192.88 for rat control in the City of Wyandotte from Account No.590-200-926-310; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign all the required documentation.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

**YEAS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNCIL**

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

**NAYS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMENDMENT TO CONTRACT

FILE 4653 RAT CONTROL – CITY OF WYANDOTTE

ARTICLES OF AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF WYANDOTTE, party of the first part, and County of ~~W~~Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added the 2016-2017 Rat Control.
2. This contract shall be in the amount of \$40,192.88.
3. The unit prices and contract conditions will remain the same as in the original contract.
4. Insurance Policies and Certificates will be submitted by the party of the second part to cover the extended period of time.

IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first written above.

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

\_\_\_\_\_  
Joseph Peterson, Mayor

\_\_\_\_\_  
Larry Stec, City Clerk

PARTY OF THE SECOND PART

Advantage Pest Control

\_\_\_\_\_  
Witness

*Kelly Rebert*  
\_\_\_\_\_  
Witness

*Loren Shaulp*  
\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Karn Sitkins Payette Insurance Agency 1420 Ford Avenue P.O. Box 390 Wyandotte MI 48192		<b>CONTACT</b> NAME: [REDACTED] PHONE (A/C No. Ext): [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]	
<b>INSURED</b> Advantage Pest Control LLC 2012 Church Place Trenton MI 48183		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Specialty Insurance INSURER B: MNCPT- Travelers INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: [REDACTED]

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	NS00977359	2/13/2016	2/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> <input type="checkbox"/>	NS00977359	2/13/2016	2/13/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	2E799568	3/21/2016	3/21/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Wyandotte, its employees and agents, is Additional Insured in regard to General Liability and Auto Liability per written contract. A waiver of subrogation in favor of City of Wyandotte applies to General Liability, Auto Liability, and Workers Compensation.

**CERTIFICATE HOLDER****CANCELLATION**

City of Wyandotte  
3200 Biddle  
Wyandotte, MI 48192

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[REDACTED]



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 11, 2016

AGENDA ITEM # 12

**ITEM:** Purchase Agreement to sell City owned property known as former 430 Maple

**PRESENTER:** Mark A. Kowalewski, City Engineer *Mark Kowalewski 4-5-16*

**BACKGROUND:** The former 430 Maple was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. It was placed on the MLS and "for sale" sign was placed on the property. The recommendation is to sell said lot to Ms. Nancy Marks for the construction of a single family home consisting of approximately 1,350 square feet, 3 bedrooms, 2 baths, full basement and attached garage. The exterior will be vinyl siding with brick skirting.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing efforts to enhancing the community's quality of life by: fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods; fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation

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

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDrysdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Purchase Agreement Approved by Legal.

**MAYOR'S RECOMMENDATION:** *ALP*

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

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 430 Maple is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 430 Maple to Nancy Marks for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Nancy Marks does not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency; NOW THEREFORE,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 430 Maple, between Nancy Marks and the City of Wyandotte for \$10,000 as presented to Council on April 11, 2016.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

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



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 Lot 11 Block 125, Plat of Part of Wyandotte, as recorded in Liber 1 Page 56 of Plats, Wayne County Records being known as the former 430 Maple Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

<b>PROMISSORY/ MORTGAGE SALE</b>	1. The Purchase Price of <u>\$10,000 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 within ten (10) years of closing as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property. Purchaser is responsible to pay for the recording costs of the mortgage and 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 be foreclosed on by any Financial or County Entity, during the ten (10) year period this property shall be returned to the Seller.
<b>Evidence of Title</b>	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.
<b>Time of Closing</b>	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.
<b>Purchaser's Default</b>	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.
<b>Seller's Default</b>	
<b>Title Objections</b>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____  If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____  as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<b>Possession</b>	
<b>Taxes and Prorated Items</b>	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 due date _____ (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.
<b>Broker's Authorization</b>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

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

11. The covenants herein shall bind and inure to the benefit of the executor, 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 City Engineer, 3200 Biddle Avenue, Wyandotte, Michigan. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF:

Steve Traicoff

Nary K Marko L. S.  
Purchaser

Steve Traicoff  
Dated 2016/03/22

Address 23938 Maristee Lane  
Phone: Brownstown MI 48134

**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_  
Phone \_\_\_\_\_ By: \_\_\_\_\_  
This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_  
Broker

**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.

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Seller L. S.

\_\_\_\_\_  
Seller L. S.

Address \_\_\_\_\_

Phone \_\_\_\_\_

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

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

Dated \_\_\_\_\_  
\_\_\_\_\_  
Purchaser L. S.

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



ADDENDUM TO  
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home, consisting the following features:
  - Approximately 1,350 square feet as indicated on Attachment A
  - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
  - Exterior to be vinyl siding as indicated on Attachment A
  - Attached garage to be located in the back of home as indicated on Attachment A
13. The Purchasers will be purchasing this property for \$10,000 which will be placed as a mortgage on the property payable if the property is sold or transferred in any manner within ten (10) years of the date of closing date. Should the property sell or is transferred in any manner before the ten (10) years have expired the entire purchase price plus all closing cost will be due immediately upon sale or transfer to the City of Wyandotte. The mortgage will be executed at time of closing.
14. If plans and unit installed with energy savings systems such as solar systems capable of supplying 1kw of energy or wind turbines supplying 400 watts of energy or geothermal systems capable of heating, cooling and provided hot water then the City will reduce the balance of the promissory note by \$2,000.
15. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction within the above time period will results in Seller's right to repurchase property including any improvements for \$1.00. A Deed Restriction will be placed on the property which will include this contingency.
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.
18. Dirt shall be removed from the site at the Purchaser's expense.
19. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
20. This Agreement is subject to the approval of the Wyandotte City Council.

\_\_\_\_\_  
Nancy Marks Purchaser

\_\_\_\_\_  
Purchaser

Dated: 3/22/2016

CITY OF WYANDOTTE, Seller

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Dated: \_\_\_\_\_

Legal Department Approval \_\_\_\_\_



# Attachment A

From:

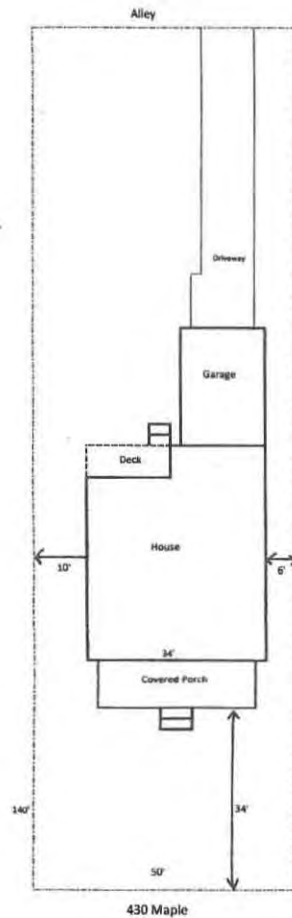
Nancy Marks  
23938 Manistee Lane  
Brownstown Twp, MI 48134  
Cell/text: 734-709-3780

## House Details:

- Approx. 1350 sqft
- 1 story, with basement [Fake dormers on second story]
- 3 Bedrooms, 2 Bathrooms
- Utilities underground
- Brick will cover exposed basement block
- Vinyl siding
- Porch across front of house
- Attached 1½ car garage, driveway to access off existing paved alley

## Builder will be:

Pizzo Development Group, LLC  
349 Antoine St  
Wyandotte, MI 48192  
Antonino Pizzo, License #2101184421



444 Maple -LOT 12 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 125 T3S R11E, L1 P56 WCR



**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 11, 2016

AGENDA ITEM # 13

**ITEM: SALE OF VACANT PROPERTY SOUTH OF FORD AVENUE AND EAST OF 2<sup>ND</sup> STREET TO MJC TEMPLIN, LLC**

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 45-16*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer; Anthony LoDuca and Michael Chirco of MJC Templin, LLC

**BACKGROUND:** The City sold property to MJC Templin LLC [MJC] for the development of new medical offices at 2070 Biddle Avenue. The 2070 Biddle Purchase Agreement included an Option Agreement that provided for additional development if the City could assemble 44,000 square feet of additional property. The sales price for this additional property is stated as \$4.65/SF. The City did not assemble 44,000 SF of property within the stated time frame and this option has expired. A \$40,000 option escrow deposit remains from this Agreement that has not been released to MJC.

The City did assemble 29,374 SF of property. The City has also entered into a Purchase Agreement with the owners of 155 Ford for \$120,000 with closing subject to the City entering into a Sales Agreement with MJC. The 155 Ford property Purchase Agreement and this new Purchase Agreement with MJC both include language to be closed simultaneously. The 155 Ford property is 5,402 SF of property for a total of 34,776 SF of property (See Exhibit C of Purchase Agreement).

This Purchase Agreement will accomplish the following:

- Redevelop the City's assembled property with MJC as the developer who successfully built 2070 Biddle Avenue and will utilize existing parking from the 2070 Biddle development to maximize the square footage of building that can be built on the property.
- The sales price is \$250,000 or \$7.19/SF. This Agreement provides for \$135,000 of the Purchase Price to be paid at closing. Therefore, sufficient revenue is being received to cover the acquisition cost of 155 Ford Avenue. Two (2) additional payments of \$57,500 each are to be made at 12 months and 20 months after closing or upon completion of the building whichever occurs first.
- The City has an option to repurchase the property at 80% of the purchase price if the foundation is not completed within two (2) years of closing or the roof is not completed within four (4) years of closing.
- The Agreement contains a recordable provision that if the property and building is sold to a non-profit entity and is removed from the tax role within twenty (20) years after closing then the owner shall reimburse the City an amount equal to: taxable value times [the year after closing subtracted from 20 years] times 20 mils.
- Agreement provides an option for acquisition of additional property within three hundred (300) feet of property being sold if the City in its sole discretion agrees with purchase agreements to be negotiated by MJC with the owners. Any negotiated purchase agreements require MJC to provide the purchase price as an additional deposit before the City would accept the assignment of these purchase agreements. The Agreement indicates the City will support the approval of, and encourage a Brownfield Plan that would include reimbursement for these additional acquisition costs. The Agreement without additional property requires a minimum building of 8,240 SF to be built. If any additional property is added to this Agreement then a larger building will be required to be built.



**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
April 11, 2016

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the sale property known as former 163 Ford Avenue, 155 Ford Avenue, Former 2035 2<sup>nd</sup> Street and the Vacant 146 Spruce with MJC Templin, LLC; AND

BE IT RESOLVED that the Mayor and City Clerk are authorized to execute the First Amendment to Purchase Agreement between the City and Mr. and Mrs. Bills for the property known as 155 Ford Avenue, Wyandotte; AND

BE IT RESOLVED that the Mayor and City Clerk are further authorized to execute the Purchase and Sale Agreement between MJC Templin, LLC regarding former 163 Ford Avenue, 155 Ford Avenue, Former 2035 2<sup>nd</sup> Street and the Vacant 146 Spruce; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of the property at 155 Ford Avenue on behalf of the Mayor and City Clerk.

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	_____

- Architectural features to be similar to Police/Court Building with a minimum of brick and stone. Elevations are subject to City's approval.
- If the Brownfield Plan is approved it would include the recapture of demolition cost by MJC at 155 Ford Avenue or any other buildings needing to be demolished, acquisition costs and possible other items. Inclusion of accelerated reimbursement of existing eligible expenses at 2070 Biddle Avenue.

**STRATEGIC PLAN/GOALS:** The City is committed to a three-pronged economic development strategy: 1. Commercial expansion in the Downtown and Fort Street; 2. By being a "Good Neighbor" to BASF and other current and prospective industries; and 3. Expansion and "Good Neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital.

**ACTION REQUESTED:** Approve Purchase Agreement between the City and MJC Templin LLC

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Sales Revenue will be received by TIFA Fund 492-000-650-040. Expense from TIFA Land Acquisition Account #492-200-850-519. A budget amendment will be submitted at a later date.

**IMPLEMENTATION PLAN:** Closing on all properties and start development

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shrydall*

**LEGAL COUNSEL'S RECOMMENDATION:** See attached communication from W. Look

**MAYOR'S RECOMMENDATION:**

*W. Look*

**LIST OF ATTACHMENTS:** Purchase and Sale Agreement between City and MJC Templin, LLC and Amendment Purchase Agreement between the City and Mr. and Mrs. Bills

### For Your Information

Back in 2009, I advised the city council that once the city sells real property, it has very little ability to dictate future use or control of the property (such as sale of the property by the Buyer to a nonprofit or tax exempt entity resulting in loss of tax revenue). The city requested that I explore what other governmental entities were doing.

I contacted the attorney general's office and they confirmed the above. They did refer me to the City of Lansing because their city has quite a few government owned (tax exempt buildings). They indicated they use a lien reimbursement concept which the City of Wyandotte now uses. But there is no guarantee a court will uphold this procedure since they could perceive this procedure as an unreasonable restraint on future transfer of property.

Also all the developers who negotiate with the city obtain loans and their lenders will require the city to subordinate the city lien to the lender's mortgage. If you have any questions, please contact me at your convenience.

Bill Look



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between CITY OF WYANDOTTE, a Michigan municipal corporation, the address of which is 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller"), and MJC TEMPLIN LLC, a Michigan limited liability company, the address of which is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Purchaser"), is based upon the following:

A. Seller is in receipt of \$40,000 as a deposit (the "Deposit") from Purchaser.

B. Seller (a) is the owner of a certain parcel of land located in the City of Wyandotte (the "City"), Wayne County, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Assembled Parcel"), and (b) has entered into a purchase agreement with the owner of a certain parcel of land located in the City, Wayne County, Michigan, which is more particularly described on Exhibit B-1 attached hereto and commonly known as 155 Ford Avenue (the "155 Ford Parcel"; and together with the Assembled Parcel, collectively, the "Property"), a copy of which purchase agreement is attached hereto as Exhibit B-2, each together with all of the tenements, hereditaments and appurtenances upon, belonging or in any way appertaining to said land, all improvements and fixtures located thereon, all rights in and to any vacated or abandoned street, and all property division and split rights with respect to such land.

C. If Purchaser closes on the purchase of the Property as herein contemplated, then Purchaser shall develop a professional/office building on the Property, which may, in Purchaser's sole discretion, be developed as a business condominium, containing at least 8,240 gross square feet (the "Building"). A preliminary site plan of the Property and the Building is attached hereto as Exhibit C.

D. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property, upon and subject to the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the mutual covenants, promises, and agreements and subject to the terms and conditions contained herein, the parties agree as follows:

1. **Agreement of Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, upon and subject to the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price of the Property (the "Purchase Price") is Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). The Purchase Price is payable as follows:

(a) One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) of the Purchase Price shall be paid at the Closing (as hereinafter defined) (i.e. \$95,000 plus the application of the Deposit (as hereinafter defined)).

(b) An additional Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$57,500.00) of the Purchase Price (each, an "Installment Payment") shall be paid on the twelve (12) month anniversary of the Closing. The final Installment Payment shall be paid



upon the issuance of a final certificate of occupancy for the Building. The final Installment Payment will be a sum equal to the full Purchase Price minus the portion of the Purchase Price previously paid.

(c) Notwithstanding the foregoing to the contrary, the Purchase Price shall be paid in full not later than the twenty (20) month anniversary of the Closing.

(d) The balance of the Purchase Price shall be evidenced by a non-interest bearing promissory note in the form attached as Exhibit D hereto (the "Note") and secured by a first mortgage (which will not be subordinated) against the Property in the form attached as Exhibit E hereto (the "Mortgage"). In the event the Property is developed as a business condominium, then upon the sale of any unit within the Building, such unit shall be released by Seller from the Mortgage upon receipt of a portion of the final Installment Payment that is equal to the proportion which such unit bears to the Building on a square footage basis.

3. **Survey.** The exact legal description of the Property shall be determined by a survey (the "Survey") prepared at the direction of Purchaser and at Purchaser's sole expense.

4. **Condition of Title.** At the Closing, Seller shall own unencumbered marketable fee simple title to that portion of the Property then being conveyed, subject to no liens, encumbrances, claims, demands, security interests, options, purchase agreements, mortgages, pledges, leases, conditional sales or other title retention agreements, restrictions, or exceptions of any kind or nature whatsoever (collectively, "Encumbrances") other than the one hundred eighty (180) day post-closing occupancy period granted to the current owners of the 155 Ford Parcel pursuant to the purchase agreement with Seller therefor (the "155 Ford Occupancy") and the Permitted Encumbrances (as hereafter defined), which title shall be insured in the aforesaid condition by Minnesota Title Company (the "Title Company").

5. **Evidence of Title.**

(a) As evidence of title to the Property, Seller agrees to furnish to Purchaser within ten (10) days after the date hereof a complete commitment for a policy of title insurance covering the Property (including complete legible copies of all documents referred to thereon) issued by the Title Company in the amount of the Purchase Price, guaranteeing title in the condition required herein and bearing a date later than the date hereof (the "Title Insurance Commitment"). Seller, at its sole expense, will cause the Title Company to deliver to Purchaser a final policy of title insurance pursuant to the Title Insurance Commitment, with the so-called "standard exceptions" deleted therefrom, promptly after the Closing.

6. **Title Objections.** If following Purchaser's receipt of the Survey and the Title Insurance Commitment (and all documents referred to therein) meeting the requirements of this Agreement, Purchaser notifies Seller that the title to the Property is not satisfactory to Purchaser, in Purchaser's sole discretion, Seller shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed to use its best good faith efforts to cure such defects to Purchaser's satisfaction, and if Seller is unable or unwilling to cure such defects within the aforesaid thirty (30) day period, Purchaser shall have the option to either (i) waive the defects and proceed with this transaction, or (ii) cancel and terminate this Agreement by written notice thereof to Seller, in which event no party hereto shall have any further liability or obligation hereunder, except that the entire



Deposit shall be immediately returned to Purchaser. In the event Seller ~~cures~~ such defects within the time specified above, Purchaser agrees to complete the sale within ~~thirty~~ (30) days after its receipt of written notification thereof from Seller, subject, however, to any ~~and~~ all other Conditions (as hereafter defined). Any Encumbrances identified on the Title Insurance Commitment that are approved in writing by Purchaser shall be "Permitted Encumbrances" for the purposes of this Agreement.

7. **First Option to Purchase; Tax Roll.**

(a) Seller and Purchaser acknowledge and agree that after ~~the~~ Closing, if Purchaser fails to complete (i) constructing the Building foundation within two (2) years of the Closing and/or (ii) placement of the roof upon the constructed Building within four (4) years of the Closing, then Seller shall have the right to buy back the Property, all ~~as~~ more particularly set forth in Exhibit F attached hereto and made a part hereof (the "First Option to Purchase Agreement").

(b) Seller and Purchaser acknowledge and agree that future tax revenue from the private development and ownership of the Property (including the Building) is a material part of the consideration to Seller for this Agreement and the sale of the Property to Purchaser. Purchaser agrees not to transfer or close on the sale of all or part of the Property to an entity that will result in the Property or the Building becoming tax exempt until completion of the Building as required by this Agreement and subject to the terms herein. Purchaser agrees that the Property and the Building (collectively, the "Development") will be placed on the tax rolls with ~~the~~ intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the Closing. The term "Owner" as used herein means any owner of the Property, including Purchaser's successors, transferees, and assigns.

In the event the Development (or any portion thereof) is removed from the tax rolls within twenty (20) years after Closing on the sale to Purchaser as a result of any action taken by Owner, including without limitation the sale, transfer or use of the Development (or any portion thereof) by Owner, then Owner shall reimburse Seller for an amount equal to the taxable value of the property removed from the tax roll, including the Development (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of Closing. The amount payable to Seller will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) the number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before Owner closes on the transfer or sale of the Development (or portion thereof) to the person or entity that results in the property becoming tax exempt. For example, if the Property and Development (or portion thereof) is sold to a person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

$$\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \underline{\$15,000}$$

This obligation shall survive Closing and remain in effect for 20 years after Closing with respect to the Property and be secured by a lien therefore in the form attached hereto as Exhibit I (the "Lien"). Seller agrees that the Lien is subordinate to the interest in the



Property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably requested by such lender(s) to evidence such subordination.

8. **Documents to be Delivered at Closing.** At the Closing:

(a) Seller shall execute and deliver to Purchaser a warranty deed in form attached hereto as Exhibit G (the "Warranty Deed") conveying to Purchaser title to the Property subject only to the Permitted Encumbrances and Seller shall pay all documentary stamps or transfer taxes associated with such Warranty Deed.

(b) Purchaser shall pay to Seller the Purchase Price, as adjusted by the adjustments and prorations provided for in this Agreement.

(c) Purchaser shall execute and deliver to Seller the Note.

(d) Purchaser shall execute and deliver to Seller the Mortgage in recordable form.

(e) Seller and Purchaser shall each execute and deliver to the Title Company an appropriate escrow agreement in the form of Exhibit H attached hereto (the "Escrow Agreement") pursuant to which Seller shall deposit in escrow with the Title Company seven (7) fully executed Partial Discharges of Mortgage (collectively, the "Partial Discharges"), which do not contain legal descriptions, all of which are to be held in escrow by the Title Company. The Title Company shall be authorized and directed to receive, and disburse to Seller, all payments under the Note. Any time upon receipt by the Title Company of satisfactory evidence that Purchaser has paid all sums necessary to obtain a release of a portion of the Property from the operation of the Mortgage, the Title Company shall be authorized and directed (i) attach the legal description of that portion of the Property to be released (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges and (ii) release such Partial Discharge to Purchaser. All costs of the Title Company in connection with the performance of the aforesaid services shall be paid by Purchaser.

(f) Seller shall execute and deliver to Purchaser and the Title Company such documents, agreements, and affidavits with respect to the Property as the Title Company shall require in order to delete and omit from its title insurance policy all of the so-called "standard exceptions" and any Encumbrances other than the Permitted Encumbrances.

(g) Seller and Purchaser shall each execute and deliver to each other the First Option to Purchase Agreement in recordable form.

(h) Seller shall cause the Title Company to deliver to Purchaser a "marked-up" copy of the final policy of title insurance referred to in Paragraph 5 hereof.

(i) Seller and Purchaser shall each execute and deliver to the other an appropriate closing statement setting forth the Purchase Price and reflecting all adjustments and prorations provided for in this Agreement.

(j) Purchaser and Seller shall each execute and deliver to each other the Lien in recordable form.

(k) Each party agrees to execute and deliver all additional documents which may be reasonably requested by the other party in order to effectuate the purposes of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that the foregoing shall not be construed or deemed to expand the obligations of any party hereunder or remove any limitations on the obligations of any party hereunder.

9. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants and represents to and covenants with Purchaser that:

(a) Other than in connection with the 155 Ford Occupancy, at the Closing, Seller shall own unencumbered marketable fee simple title to the Property and has entered into no agreements, oral or written, and is subject to no judgment, order, writ, injunction, decree, statute, rule, or regulation which would limit or restrict Seller's right to enter into this Agreement and fulfill its obligations hereunder or which would prevent possession by Purchaser of all or any part of the Property.

(b) From and after the date hereof, Seller shall not sell, convey, burden, or encumber the Property in any manner whatsoever (whether by deed, encumbrance, mortgage, lien, easement, restriction, lease, or otherwise).

(c) From and after the date hereof, Seller shall not alter or modify the physical nature or characteristics of the Property or any part thereof.

(d) No work has taken place on the Property in the last one hundred twenty (120) days which would create in any party a right to a lien against the Property.

(e) There are no special assessments (other than sidewalk assessments), condemnation, administrative proceedings, or any other proceedings or litigation pending or, to the best of Seller's knowledge, with respect to the Property, and Seller has not been advised that any governmental authority has determined or threatens to determine that there are any violations or any statutes, ordinances, or regulations relating to the Property, and to the best of Seller's knowledge, there are no such violations.

(f) Except as otherwise disclosed in the Category N Baseline Environmental Assessment (BEA) dated May 21, 2007, prepared by TTL Associates, Inc. (which includes a Phase I ESA dated December 9, 2005 and Phase II ESA dated June 7, 2006), to the best of Seller's knowledge, there are no pollutants, contaminants, toxic wastes, hazardous substances, underground storage tanks, or other such environmental hazards at, on, or under the Property or any parcel of land adjacent to the Property, and no threatened or pending proceedings involving any of the foregoing.

(g) To the best of Seller's knowledge, there are no unrecorded building or use restrictions, development agreements, or reciprocal agreements which affect the Property.

(h) The purchase agreement attached hereto as Exhibit B-2 is a true, correct and complete copy of such purchase agreement, which remains in full force and effect and, to Seller's actual knowledge, neither party is in default thereunder.



(i) If Purchaser enters into purchase agreements or other similar agreements in form and substance acceptable to Seller in Seller's sole discretion (each an "Additional Property Agreement") with the owner(s) of any property within three hundred (300) feet of the Property prior to the Closing (each such property an "Additional Property" and, collectively, the "Additional Property"), each together with all of the tenements, hereditaments and appurtenances upon, belonging or in any way appertaining to said land, all improvements and fixtures located thereon, all rights in and to any vacated or abandoned street, and all property division and split rights with respect to such land, then Purchaser shall assign and Seller shall assume such Additional Property Agreement. Any closing thereunder shall occur simultaneously with Closing hereunder and Seller shall pay the entire purchase price under any Additional Property Agreement at Closing; provided, however, upon Seller assuming an Additional Property Agreement, Purchaser and Seller shall enter into an amendment of this Agreement to incorporate such Additional Property into the Property and the Building, increase the Deposit and Purchase Price required hereunder, extend the Contingency Period (as hereinafter defined) one hundred eighty (180) days from the date of such Additional Property Agreement, and modify any other provisions as necessary consistent with the intent of this subparagraph. If such amendments are not entered into prior to the Closing, Purchaser shall have no obligation to acquire the Additional Property not incorporated into this Agreement, but may still do so in Purchaser's sole and absolute discretion. Each Additional Property Agreement shall require that its respective Additional Property be vacant prior to closing thereunder. Seller's obligations under this subparagraph shall only apply for ninety (90) days after the execution of this Agreement with respect to any Additional Property for which an Additional Property Agreement has not been entered into at such time.

It is expressly acknowledged and agreed that no representations or warranties are made by Seller to Purchaser with respect to the zoning classification of the Property.

Seller hereby warrants and represents to and covenants with Purchaser that each warranty, representation, and covenant of Seller set forth above with respect to each Property shall survive for a period of twelve (12) months following the Closing of the Property.

#### 10. Conditions Precedent; Architectural Features.

(a) The parties hereto acknowledge and agree that this Agreement, and all of the obligations of Purchaser under this Agreement, are expressly conditioned upon and subject to Purchaser's determination, in Purchaser's sole and absolute discretion, that the following conditions are or will be satisfied:

(i) Purchaser shall be satisfied that the Property is suitable in all respects for Purchaser's intended use and development thereof;

(ii) Purchaser to obtain all necessary approvals (including planned development final approval) and permits from the City and all other governmental authorities having jurisdiction for Purchaser's intended use and development of the Property and the construction of Purchaser's contemplated improvements thereon, including, without limitation, a Brownfield Plan (as hereinafter defined);



(iii) Purchaser's receipt of a Survey and Title Insurance Commitment, each of which is satisfactory in all respects to Purchaser; and

(iv) Seller shall support the approval of, and encourage its authorities, to the extent permitted by law, such as the Wyandotte Brownfield Redevelopment Authority ("WBRDA") or Wyandotte Consolidated Tax Increment Finance Authority ("TIFA") (collectively, the "Authorities"), to approve, a brownfield redevelopment plan or other similar plan for financing (a "Brownfield Plan") for the redevelopment of the Property that captures all millages allowed under the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended ("Act 381"), including millages currently captured by TIFA, to reimburse all eligible activities necessary to redevelop the Property and any Additional Property acquired and assembled with the Property. Eligible activities shall include, but not be limited to, environmental activities, demolition, lead and asbestos abatement, site preparation, public infrastructure improvements, acquisition of property for economic development purposes, brownfield plan preparation expenses, and any other eligible activities as allowed by law identified and included in a Brownfield Plan approved by Seller and its Authorities, and if necessary and determined to be in Purchaser's best interest, the Michigan Economic Development Corporation and/or Michigan Strategic Fund. The Brownfield Plan, to the extent permitted by Act 381 and subject to approval by Seller, may also assist with reimbursing eligible activities previously identified in the Brownfield Plan approved by Seller and WBRDA for the redevelopment of the Phase I Property (the existing building at 2070 Biddle Avenue).

(v) Seller shall support any application by Purchaser to participate in any program or receive any incentives with respect to geothermal heating and cooling systems to be implemented at the Property or in the Building.

(b) Purchaser shall have a period of one hundred eighty (180) days after the date hereof (as the same may be extended, the "Contingency Period"), within which to satisfy itself as to all of the conditions set forth above and elsewhere in this Agreement (collectively, the "Conditions"). If Purchaser notifies Seller in writing that all Conditions have been satisfied or waived or fails to notify Seller in writing prior to the expiration of the Contingency Period that all of the Conditions have not been satisfied or waived, then all Conditions shall be deemed satisfied and this Agreement shall continue in full force and effect. If Purchaser shall notify Seller in writing prior to the expiration of the Contingency Period that all of the Conditions have not been satisfied or waived, Purchaser shall have the right to cancel and terminate this Agreement by ten (10) days' written notice thereof to the Seller, in which event this Agreement shall be of no further force or effect whatsoever and neither party hereto shall have any further liability or obligation hereunder except that the Deposit shall be immediately returned in full to Purchaser.

(c) Anything contained herein to the contrary notwithstanding, Purchaser shall have the right, at its sole discretion, at any time prior to the termination of this Agreement, to extend the Contingency Period for an additional thirty (30) days, by written notice thereof to Seller prior to the expiration of the initial one hundred eighty (180) day period.

(d) Anything contained in this Agreement to the contrary notwithstanding, (i) the architectural features of the Building shall be similar to the recently constructed buildings directly across Biddle Ave, being the City of Wyandotte Police/Court, 2015 Biddle, and



Thomas Daly building, 2121 Biddle; (ii) Building features of the Building as a minimum will be brick and stone; and (iii) all elevations will be subject to the City of Wyandotte's final approval.

11. **Place and Time of Closing; Possession; Post-Closing.**

(a) The closing of the transaction contemplated under this Agreement (the "Closing") shall take place at the offices of the Title Company at a mutually convenient time on a mutually convenient date, but in any event, not more than thirty (30) days after the date on which all of the Conditions have been satisfied or waived by Purchaser.

(b) Seller shall deliver to Purchaser exclusive possession of the Property on the closing date, subject to the rights of no persons whatsoever other than the 155 Ford Occupancy. After Closing, Purchaser shall be solely responsible for any eviction proceedings, if necessary, in connection with the 155 Ford Occupancy. The Property shall be delivered in substantially the same condition as exists on the date hereof.

(c) Seller's closing in connection with its acquisition of the 155 Ford Parcel shall occur simultaneously with the Closing hereunder.

(d) After Closing, Purchaser shall demolish any vacated structures and/or other improvements currently located on the 155 Ford Parcel and/or any Additional Property incorporated into this Agreement at Purchaser's sole cost.

12. **Default.**

(a) In the event of a breach or default hereunder by Purchaser prior to the Closing, Seller may, provided that Seller is not then in default hereunder, declare a forfeiture hereunder and retain the Deposit as liquidated damages, the same to be Seller's sole remedy for any breach or default hereunder by Purchaser prior to the Closing.

(b) In the event of a breach or default hereunder by Seller prior to the Closing, Purchaser may, at its option, provided that Purchaser is not then in default hereunder, (a) elect to enforce the terms hereof, or (b) demand, and be entitled to, an immediate refund of the Deposit, or (c) exercise any other right or remedy available to Purchaser hereunder, under any other documents entered into between the parties, at law or in equity, including the right to specific performance, all of which rights and remedies shall be cumulative.

13. **Real Estate Brokerage Commissions.** Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due from Seller with respect to the transaction contemplated hereunder. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all real estate brokerage commissions, finder's fees, or other like charges due or claimed to be due from Purchaser with respect to the transaction contemplated hereunder.

14. **Taxes and Prorated Items.** All taxes which have become due and payable upon the Property as of the closing date, and all assessments, including all unpaid assessments and all assessments payable in installments which have become a lien upon the Property as of the



closing date or which have been confirmed by any public authority as of the closing date, shall be paid in full by Seller. At the Closing, current taxes shall be prorated and adjusted as of the closing date in accordance with the due date basis of the municipality or taxing unit in which the Property is located, treating such taxes as if the same were paid in advance.

15. **Inspection of the Property by Purchaser.** Purchaser and its agents and/or representatives shall have the right, at any time, and from time to time, to enter upon the Property for the purposes of inspecting the Property and making such soil tests, environmental studies, surveys, feasibility studies, and such other tests as Purchaser may desire. All such tests shall be at Purchaser's sole expense and Purchaser shall restore the land to substantially the same condition as existed before such tests occurred.

16. **Deposit.** The Title Company is currently in possession of the Deposit. Purchaser and Seller agree that the Title Company shall continue to hold the Deposit in escrow, to be disbursed in accordance with the provisions of this Agreement.

17. **Condemnation.** If any condemnation or eminent domain proceeding is commenced or threatened against the Property, or any part thereof, Seller shall, promptly after obtaining knowledge thereof, give Purchaser written notice thereof in reasonable detail. In such event, Purchaser shall, at its option, may terminate this Agreement by written notice thereof to Seller within sixty (60) days after Purchaser's receipt of Seller's notice of such proceeding, in which event this Agreement shall be of no further force or effect and no party hereto shall have any further obligation hereunder, except that the entire Deposit shall be immediately returned to Purchaser. If Purchaser does not elect to terminate this Agreement or fails to notify Seller within the sixty (60) day period, Purchaser shall close this transaction as if no such condemnation or eminent domain proceeding has been commenced or threatened, and in such event, any proceeds or awards made in connection with such taking shall be the sole property of Purchaser.

18. **Execution of Agreement.** Each of the parties hereto warrants and represents to the other party hereto that the person executing this Agreement on behalf of such party (a) has read this Agreement either personally or through a duly authorized representative, (b) understands the contents of this Agreement, (c) is signing as their free act and deed, without any persuasion or coercion on the part of anyone, after having an opportunity to consult with and obtain the advice of the independent legal counsel of their choice, and (d) is competent to execute this Agreement and perform their obligations hereunder.

19. **Use of Words.** As used in this Agreement, the words "hereunder", "herein", "hereof", and other words of similar import refer to this entire Agreement. Pronouns and relative words used herein shall be read interchangeably in masculine, feminine, or neuter, singular or plural, as the respective case may be.

20. **Notice.** Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes if (a) delivered personally to the party to whom the same is directed with written acknowledgment by the receiving party, or (b) sent by Federal Express or other national overnight courier, charges prepaid, or (c) sent by registered or certified mail, postage and charges prepaid, addressed to the party to whom the same is directed at the address of such party as set forth above, and in the case of any notice or other communication to Purchaser, a copy shall be simultaneously delivered or



sent in the same manner to Michele J. Chirco, Esq., 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and in the case of any notice or other communication to Seller, a copy shall be simultaneously delivered or sent in the same manner to William R. Look, Esquire, Look, Makowski & Look PC, 2241 Oak Street, Wyandotte, Michigan 48192 and Mark Kowalewski, City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan 48192. Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, provided that the same is actually delivered to (whether or not refused by) the recipient in the ordinary course, and (iii) by mail shall be deemed to be given on the date two (2) days after the same is deposited in a regularly maintained receptacle for the deposit of United States mail. Any party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner hereinabove provided for the giving of notices.

21. **Assignment.** This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent will not be unreasonably withheld or delayed; provided, however, that Purchaser shall have the right to assign its interest in this Agreement to any entity in which Michael A. Chirco has an interest of at least fifty percent (50%) without the necessity of obtaining the consent of Seller.

22. **Entire Agreement.** This Agreement may be amended or modified only by the written agreement of all of the parties hereto, and the same constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations are hereby merged herein.

23. **Severability.** The provisions of this Agreement are severable. If any paragraph, subparagraph, sentence, or provision shall be invalid or unenforceable, it shall not affect any of the remaining provisions of this instrument, and all provisions shall be given full force and effect separately from the unenforceable or invalid paragraph, subparagraph, sentence, or provision, as the case may be.

24. **Survival of Terms.** The terms and conditions of this Agreement, to the extent that the same are unfulfilled at the time of the applicable closing of this transaction, shall survive the applicable closing and the subsequent delivery of the contemplated deed from Seller to Purchaser and shall not expire.

25. **Time.** If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day.

26. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

27. **No Third Party Beneficiaries.** The provisions of this Agreement are solely for the purpose of defining the interests of the parties, inter se; and no other person (i.e., a party who is not a signatory hereto or a permitted successor to such signatory hereto) shall have any right, power, title, or interest by way of subrogation or otherwise, in and to the rights, powers, titles, and provisions of this Agreement.

28. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[Signature page immediately follows]

In witness whereof, the undersigned have executed this Purchase and Sale Agreement as of the date first above written.

**SELLER:**

**CITY OF WYANDOTTE,**

a Michigan municipal corporation

By: \_\_\_\_\_

Name: Joseph Peterson

Title: Mayor

By: \_\_\_\_\_

Name: Lawrence S. Stec

Title: City Clerk

**PURCHASER:**

**MJC TEMPLIN LLC,**

a Michigan limited liability company

By: \_\_\_\_\_

Name: Michael A. Chirco

Title: Manager



## **EXHIBIT A**

### **Assembled Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

**EXHIBIT B-1**

155 Ford Parcel Legal Description

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

**EXHIBIT B-2**

**155 Ford Parcel Purchase Agreement**

(See Attached)



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  
XXXXXXX of  
XXXXXX

Wyandotte

Wayne

County, Michigan, described as follows:

West 34 Feet of Lot 2 except the south 32 feet of the west 30 feet therefore Block 61 as recorded in Liber 2 Page 36 WCR being known as 155 Ford Avenue, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtains, 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 One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: 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 Promissory Note	D. Payment of the sum of Dollars, in cash or certified check, and the execution of a **Promissory Note acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within years from the date of Note in payments **See Paragraph 12 on Addendum, which include interest payments at the rate of 5% per cent per annum; and which, 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 complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser 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	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Seller's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: None
Possession	If the Seller occupies the property, it shall be vacated on or before 180 days after closing From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ NA per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ NA as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

<b>Taxes and Prorated Items</b>	<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>
<b>Broker's Authorization</b>	<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: See Addendum for additional Paragraphs 12 through 15 and Signatures



ADDENDUM TO PURCHASE AGREEMENT  
155 FORD AVENUE  
WYANDOTTE, MICHIGAN

12. This property is being sold in an "as is" condition. Purchaser will be responsible for all demolition costs. Curtis and Rafaelita Bills, Husband and Wife, will have occupancy for 180 days after closing at no cost to Mr. and Mrs. Bills. Mr. and Mrs. Bills will be responsible for maintaining the property and for the payment of all utilities. Should Mr. and Mrs. Bills fail to vacate the property 180 days after closing and if legal proceedings are commenced to enforce any provisions of this Agreement, Mr. and Mrs. Bills shall be responsible and agrees to pay the City's reasonable attorney fees.

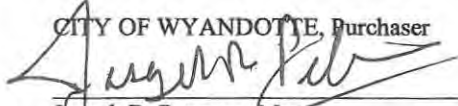
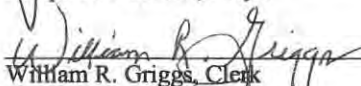
Seller shall maintain insurance on the dwelling, including liability insurance, which also names the Purchaser, City of Wyandotte, as an additional insured party in an amount satisfactory to the Purchaser. Proof of insurance will be required at time of closing. Seller is responsible to maintain it's own insurance to cover personal contents.

Mr. and Mrs. Curtis shall have salvage rights, but agree not to salvage any exterior windows, doors or siding. Property to remain secure at all times. Salvage to be completed before keys are surrendered to the City.

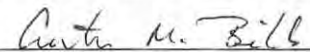
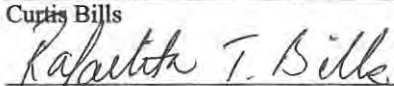
No other persons are allowed to live in premises without written permission of the Purchaser, City of Wyandotte.

13. This Agreement is contingent upon the City entering into a Sales Agreement with MJC Templin, LLC for this property and the City's successful completion of the closing with MJC Templin, LLC to acquire the west 34 Feet of Lot 2 except the south 32 feet of the west 30 feet therefore, Block 61 known as 155 Ford Avenue, Wyandotte. The closing with Mr. and Mrs. Bills and MJC Templin, LLC will take place simultaneously.
14. Seller will be responsible for title premium and transfer tax on Warranty Deed, which will be deducted at time of closing.
15. This Agreement is contingent upon the approval of the Wyandotte City Council.



CITY OF WYANDOTTE, Purchaser  
  
Joseph R. Peterson, Mayor  
  
William R. Griggs, Clerk

SELLER: Curtis and Rafaelita Bills

  
Curtis Bills  
  
Rafaelita Bills

Dated: 4-14-14

**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 \_\_\_\_\_  
S \_\_\_\_\_

L.  
Purchaser



FIRST AMENDMENT TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF WYANDOTTE  
AND  
CURTIS BILLS AND RAFAELITA BILLS

The Purchase Agreement dated March 25, 2014, for the property located at 155 Ford Avenue, Wyandotte, Michigan hereby amends Paragraph 3 Time of Closing as follows:

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 on or before December 31, 2016.

All other terms and conditions shall remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

In the Presence of:

City of Wyandotte, Purchasers

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk

SELLER: Curtis and Rafaelita Bills

\_\_\_\_\_  
Curtis Bills  
\_\_\_\_\_  
Rafaelita Bills


**EXHIBIT C**

**Preliminary Site Plan**

(See Attached)

EXISTING TEMPLIN PROJECT AREA  
FUTURE PHASE AREA



 <p> <b>LAND DEVELOPMENT CONSULTING SERVICES, INC.</b>          19000 RIDGES PLAZA, SUITE 2          FARMERSVILLE, OHIO 43024          PHONE: (615) 668-1250          FAX: (615) 668-1251          CIRCLE 16 ON CARD       </p>	<p> <b>PROPOSED OFFICE COMMUNIMUNITIES</b>          PART OF FRANCHISE, INC. 28, I.S., 411E,          CITY OF WINDOOSTE, WAYNE COUNTY, MICHIGAN       </p>
<p><b>PROPOSED FLARE AREAS</b></p>	
<p>         MC TRUCKS          46000 PLYMOUTH BLVD. SUITE 5          WINDOOSTE MI 48091       </p>	<p>         LOTS # _____          DRAINAGE NO. _____          DRAINAGE TO: CHANNEL       </p>



**EXHIBIT D**

**Form of Note**

**Promissory Note**  
**Concerning Purchase of**  
**Property from the City of Wyandotte**

\$115,000.00

\_\_\_\_\_, 201\_

For value received, the undersigned (hereinafter identified as "Maker") promises to pay to the order of the City of Wyandotte (hereinafter identified as "Payee"), the principal sum of One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00), together with interest from the date hereof upon the unpaid principal at a rate of zero percent (0%) per annum.

The principal and interest payment shall be due as follows:

The sum of Fifty-Seven Thousand Five Hundred and no/100 Dollars (\$57,500) shall be paid by Maker on \_\_\_\_\_, 201\_ (i.e. the twelve (12) month anniversary of the date hereof). The remaining principal balance shall be paid upon the issuance of a final certificate of occupancy for the Building (as defined in that certain Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ between Maker and Payee); provided that the entire principal balance shall be paid on or before \_\_\_\_\_, 201\_ (i.e. the twenty (20) month anniversary of the date hereof).

As security for payment of this note, the collateral described in that certain Mortgage dated as of the date hereof executed by Maker in favor of Payee has been pledged to Payee and Payee holds a security interest in such collateral.

In the event that default shall be made in the due and punctual payment of any of the required installments under the terms of this note, and provided Payee shall have given Maker twenty (20) days prior written notice of such default by first class mail and if Maker fails to cure said default, then the whole principal of this note remaining unpaid and all other liabilities under this note shall, unless Payee shall otherwise elect, immediately become due and payable without presentment, demand or notice of any kind. Also, in any such event, Payee shall have full power and authority at any time or times thereafter to exercise all or any one or more of the remedies allowed a secured party under the law of the State of Michigan against the collateral referred to above. In addition, Maker further promises to pay all costs of collection and reasonable attorney fees of Payee.

All parties to this note whether makers, endorsers or otherwise waive demand, presentment or notice of dishonor.

MJC TEMPLIN LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Michael A. Chirco, Manager

## **EXHIBIT E**

### **Form of Mortgage**

#### **Mortgage**

THIS MORTGAGE ("Security Instrument") is given on \_\_\_\_\_, 201\_. The mortgagor is MJC Templin LLC, a Michigan limited liability company whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Borrower"). This Security Instrument is given to the City of Wyandotte, a Michigan municipal corporation whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00). This debt is evidenced by Borrower's note date the same date as ~~this~~ Security Instrument ("Note"), which provides for payments, with the full debt, if not paid ear~~lier~~<sup>lier</sup>, due and payable on \_\_\_\_\_, 201\_ (i.e. the twenty (20) month anniversary of the date hereof). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the City of Wyandotte, Wayne County, Michigan:

**See legal description attached hereto as Exhibit A**

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Paragraph 2 is WAIVED** ~~Funds for Taxes and Insurance.~~ Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one twelfth of: (a) ~~yearly taxes and assessments which may attain priority over this Security Instrument;~~ (b) ~~yearly leasehold payments of ground rents on the Property, if any;~~ (c) ~~yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any.~~ These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

~~The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to any of the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.~~

~~If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.~~

~~Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by the Security Instrument.~~

3. Application of Payments. All payments received by Lender shall be applied to the principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the prepayment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcements of the lien in, legal proceedings which in Lender's reasonable opinion



operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement reasonably satisfactory to Lender subordinating the lien to this Security Instrument. If Lender reasonably determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within thirty (30) days of the receipt of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender reasonably requires. The insurance carrier providing that insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible then Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days after receipt of written notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is received.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. Insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the



Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance is terminated in accordance with the Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower written notice prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation by any Governmental Agency other than Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property (provided the condemnation is not by the City of Wyandotte), or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the written notice is received by Borrower, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.



11. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in paragraph 18.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (except as contemplated by the Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ between Borrower and Lender) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is received within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 and 16.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Lender shall give written notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 13. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law including foreclosure by advertisement. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to,

receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Release. Lender shall release condominium units from the operation of this Security Instrument upon receipt of the required installment payment with respect to such condominium unit to be released. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Check applicable box(es):

- ☐ Adjustable Rate Rider    ☐ Condominium Rider    ☐ 2 - 4 Family Rider  
☐ Graduated Payment Rider    ☐ Planned Unit Development Rider

[Signature page immediately follows]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

MJC TEMPLIN LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF MACOMB    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, by Michael A. Chirco as Manager of MJC Templin LLC, a Michigan limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Instrument drafted by and when recorded return to:

William R. Look  
2241 Oak Street  
Wyandotte, MI 48192



## **EXHIBIT A TO MORTGAGE**

### **Legal Description**

#### **Assembled Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

#### **155 Ford Parcel Legal Description**

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

## **EXHIBIT F**

### **Form of First Option to Purchase**

This First Option to Purchase (this "Agreement") is entered into as of \_\_\_\_\_, 201\_, between MJC TEMPLIN LLC, a Michigan limited liability company, of 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044 ("Purchaser"), and the City of Wyandotte, a Michigan municipal corporation, of 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Seller").

### **RECITALS**

- A. Seller and Purchaser entered into a certain Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ (the "Purchase Agreement"), whereby Purchaser acquired from Seller certain real property located in the City of Wyandotte, County of Wayne, State of Michigan, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"). The term Premises as used herein includes any improvements located thereon.
- B. The Purchase Agreement grants Seller the right to purchase back the Premises under certain circumstances, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, Seller and Purchaser agree as follows:

- 1. If Purchaser fails to develop the Premises or complete the stage of construction, as applicable under the terms set forth in Paragraph 2 of this Agreement (and within the time limits set forth therein), then subject to the terms herein Seller has the first option to purchase the Premises at an amount equal to 80% of the actual cash amount paid by Purchaser to Seller at the time of the closing. Seller shall notify Purchaser in writing of its intent to purchase the Premises pursuant to the terms of this Agreement (the "Seller Notice to Purchase"). The Seller Notice to Purchase shall be given to Purchaser within sixty (60) days from the date when Purchaser was required to complete the stage of development or construction, as applicable, in accordance with the terms of Paragraph 2 of this Agreement. Seller must tender full payment of the purchase price at a closing to be held within sixty (60) days after the Seller Notice to Purchase is given to Purchaser. Purchaser shall be required to convey the Premises back by Warranty Deed to Seller. Each party agrees to execute and deliver all additional documents which may be reasonably requested by the other party in order to effectuate the purposes of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that the foregoing shall not be construed or deemed to expand the obligations of any party hereunder or remove any limitations on the obligations of any party hereunder.



The foregoing to the contrary notwithstanding, if (A) Seller fails to deliver the Seller Notice to Purchase within the required time period, or (B) Seller fails to tender full payment of the purchase price to Purchaser within the required time period, or (C) Purchaser completes the stage of development or construction, as applicable, as required by the terms set forth in Paragraph 2 of the this Agreement, or (D) Purchaser completes the stage of development or construction, as applicable, within sixty (60) days after Purchaser's receipt of the Seller Notice to Purchase, then upon the occurrence of any of the foregoing events Seller's option and right to purchase back the Premises shall terminate immediately without any additional action by any party.

2. Purchaser shall be required to develop or construct the Premises as follows:

- a. Purchaser shall have completed constructing the building foundation within two (2) years of the Closing (as defined in the Purchase Agreement), and
- b. Purchaser shall have completed placement of the roof upon the constructed building within four (4) years of the Closing.

In the event Purchaser fails to complete either of the above described stages of development or construction within the time limit described above, then Seller has the right to exercise its option to purchase the Premises, subject to the terms of this Agreement.

3. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes if (a) delivered personally to the party to whom the same is directed, or (b) sent by Federal Express or other national overnight courier, charges prepaid, or (c) sent by registered or certified mail, postage and charges prepaid, addressed to the party to whom the same is directed at the address of such party set forth above. Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after the same is delivered to Federal Express or other national overnight courier, provided that the same is actually delivered to (whether or not refused by) the recipient in the ordinary course, and (iii) by mail shall be deemed to be given on the date two (2) days after the same is deposited in a regularly maintained receptacle for the deposit of United States mail. Any party may change its address for purposes of this Agreement by giving the other party notice thereof in the manner hereinabove provided for the giving of notices.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.



5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and the transaction contemplated herein, and replaces and supersedes all prior agreements, written or oral, between the parties relating to the subject matter hereof.
6. This Agreement has been executed in, and shall be interpreted in accordance with the laws of, the State of Michigan.

[Signature page immediately follows]

**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF WAYNE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures continued on next page]

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Michael A. Chirco, who, being duly sworn, did say that he is the Manager of the company named in and executed this said instrument, and that said instrument was signed on behalf of said company by authority of its members and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192



## EXHIBIT A TO FIRST OPTION AGREEMENT

### Legal Description of Premises

#### Assembled Parcel:

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

#### 155 Ford Parcel:

Situated in the City of Wyandotte, County of Wayne and State of Michigan and more particularly described as follows:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

**EXHIBIT G**

**Form of Warranty Deed**

**WARRANTY DEED (CORPORATION)**

---

Known all men by these presents that the Grantor(s), City of Wyandotte, a Michigan municipal corporation, by Joseph R. Peterson, Mayor, and Lawrence S. Stec, City Clerk,

whose address is 3200 Biddle, Wyandotte, Michigan 48192,

convey(s) and warrant(s) to Grantee(s), MJC Templin LLC, a Michigan limited liability company,

whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044,

the following described premises (the "Property") situated in the City of Wyandotte, County of Wayne, State of Michigan:

Assembled Parcel:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2<sup>nd</sup> Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

155 Ford Parcel:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

for the sum of \$250,000 (Two Hundred Fifty Thousand and 00/100) subject to easements and building and use restrictions of record if any.

Exempt under MCL 207.505(h) (i) and MCL 207.526 (h) (i)

[Signature page immediately follows]

Purchase and Sale Agreement  
Exhibit G – Form of Warranty Deed

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_

Name: Joseph R. Peterson  
Title: Mayor

By: \_\_\_\_\_

Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                  )     SS  
COUNTY OF WAYNE     )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public,  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_



## **EXHIBIT H**

### **Form of Escrow Agreement**

\_\_\_\_\_, 201\_

Minnesota Title Agency  
7326 Allen Road  
Allen Park, Michigan 48101

Re: Your Escrow Number: \_\_\_\_\_  
Seller: City of Wyandotte  
Purchaser: MJC Templin LLC

To Whom It May Concern:

Deposited with you herewith is (i) a copy of that certain Purchase and Sale Agreement dated \_\_\_\_\_, 201\_ between Purchaser and Seller (the "Purchase Agreement"), (ii) a copy of an executed Promissory Note dated \_\_\_\_\_, 201\_ from Purchaser to Seller (the "Note"), (iii) a copy of an executed Mortgage dated \_\_\_\_\_, 201\_ from Purchaser to Seller (the "Mortgage"), and (iv) seven (7) fully executed Partial Discharges of Mortgage (the "Partial Discharges") which do not contain legal descriptions, all of which are to be held in escrow by Minnesota Title Agency for delivery under the terms and conditions contained herein.

Please note that under Paragraph 8(e) of the enclosed Purchase Agreement you are authorized and directed to receive and disburse to Seller all payments under the Note. Subject to the terms and conditions set forth below, you shall remit such proceeds to 3200 Biddle Avenue, Wyandotte, Michigan 48192, Attention: Mark Kowalewski.

Upon receipt by you of satisfactory evidence that Purchaser has paid all sums necessary to obtain a release of a portion of the Property (as defined in the Purchase Agreement) from the operation of the Mortgage and receipt by you of the necessary recording fees to record a Partial Discharge, you are authorized and directed to (i) attach the legal description of that portion of the Property to be released (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges, (ii) date and insert the recording information for the Mortgage on the Partial Discharge, and (iii) record the Partial Discharge with the Wayne County Recorder's Office.

Upon receipt by you of satisfactory evidence that all sums due under the Note have been paid in full by Purchaser to Seller and receipt by you of the necessary recording fees to record a Partial Discharge, you are authorized and directed to (i) attach the legal description of that portion of the Property which has not theretofore been released from the operation of the Mortgage (which will be provided by Purchaser) as Exhibit A to one (1) of the Partial Discharges, (ii) date and insert the recording information for the Mortgage on the Partial Discharge, and (iii) record the Partial Discharge with the Wayne County Recorder's Office.

You shall be liable only to hold the Partial Discharges in accordance with the provisions herein, it being expressly understood that by acceptance of this escrow you are acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses. In the event of any disagreement among Seller and Purchaser, resulting in

adverse claims and demands being made in connection with this Escrow Agreement, you shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any documents or instruments then held by you under this Escrow Agreement, and in so doing, you shall not become liable in any way for such refusal, and you shall be entitled to continue to refrain from acting until: (a) the rights of Seller and Purchaser shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction; or (b) all differences shall have been adjusted by agreement and you shall have been notified in writing of such an agreement signed by Seller and Purchaser. Furthermore, you shall have the right, at any time after a dispute between Seller and Purchaser has arisen, to deliver the Partial Discharges to any court of competent jurisdiction for delivery to the appropriate party, at which point your obligations under this Escrow Agreement shall terminate.

Please endorse the three (3) enclosed copies of this communication acknowledging your receipt of the aforesaid escrow deposit and your acceptance of this escrow and return such copies directly to the undersigned.

**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

The undersigned hereby acknowledges receipt of the aforesaid escrow deposit and agrees to hold the same in escrow for delivery in accordance with the terms and conditions of the foregoing escrow letter.

**MINNESOTA TITLE AGENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT I

### Form of Lien

#### **Lien on Property to Secure Agreement for Reimbursement**

The parties acknowledge, as of this \_\_\_ day of \_\_\_\_\_, 201\_, that part of the consideration for the sale of the property described herein (the "Property") pursuant to a Purchase Agreement dated \_\_\_\_\_, 2016 between MJC Templin LLC whose address is 46600 Romeo Park Road, Suite 5, Macomb, Michigan 48044, ("Purchaser") and the City of Wyandotte ("Seller") whose address is 3200 Biddle Avenue, Wyandotte, MI 48192, was to have the Property generate tax revenue in future years.

In the event part or all of the Property (including any building or structure placed on the Property) becomes tax exempt at anytime within the first twenty (20) years after the sale of the Property by Seller to Purchaser, Purchaser shall reimburse Seller (which shall be considered part of the purchase price) in an amount determined in accordance with the following formula:

Expected taxable value of the Property (including any building or structure on the Property) which will be based upon the taxable value established in the year immediately preceding the year any of the Property (including building and structures thereon) becomes tax exempt (subject to the last paragraph below in the event the taxable value is zero or the promised commercial development has not been completed in full at the time it becomes tax exempt) times twenty (20) mills for each year that remains from the time that any of the Property (including building and structures thereon) becomes tax exempt until twenty (20) years from date of the sale of the Property from Seller to Purchaser (the "Remaining Term").

This reimbursement to Seller shall be paid in one lump sum as follows:  
20 mills x yearly expected taxable value x Remaining Term.

For example, if any of the Property (including buildings or structures thereon) becomes tax exempt five (5) years after the date of the sale to Purchaser by Seller, and the expected taxable value is \$50,000 for the year, the lump sum will be computed as follows:  
$$\$50,000.00 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000.00$$

The lump sum is due and payable on or before the date any of Property (including building or structures thereon) becomes eligible to be tax exempt or is transferred, sold or converted to a tax exempt entity (whichever occurs first) and this agreement for reimbursement shall survive the closing of the Property and shall remain in effect for twenty (20) years from the date of closing and constitutes a lien (which may be enforced by foreclosure, including foreclosure by advertisement) on the Property described herein for twenty (20) years from the date the Property is sold to Purchaser by Seller. This Agreement is an obligation for repayment and is also a lien on Property to secure agreement for reimbursement and shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Seller agrees that this lien is



subordinate to the interest in the Property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably requested by such lender(s) to evidence such subordination.

Property located in the City of Wyandotte, County of Wayne, State of Michigan, described as:

Assembled Parcel:

All of Lot 1, the south 32 feet of the west 34 feet of Lot 2 and all of Lots 13 and 14 Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2 Page 36 Wayne County Records.

Also known as Former 163 Ford Avenue, Former 2035 2nd Street and Vacant 146 Spruce, Wyandotte, Michigan 48192

155 Ford Parcel:

Westerly 34 feet of Lot 2 except the south 32 feet of the west 34 feet therefore, Plat of Part of the City of Wyandotte, Block 61 T3S R11E, as recorded in Liber 2, Page 36 of Wayne County Records.

Also known as 155 Ford Avenue, Wyandotte, MI 48192

The Property prior to closing was tax exempt and in the event a taxable value is not established because any of the Property remains or becomes tax exempt after the closing and prior to the complete development of the commercial building as set forth in the purchase agreement between Seller and Purchaser, the expected taxable value in that case will be based upon an appraisal of the Property which will include Purchaser's promised development of commercial building as described in the purchase agreement between the parties.

[Signature page immediately follows]

**SELLER:**  
**CITY OF WYANDOTTE,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: Joseph Peterson  
Title: Mayor

By: \_\_\_\_\_  
Name: Lawrence S. Stec  
Title: City Clerk

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF WAYNE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Joseph R. Peterson and Lawrence S. Stec, to me personally known, who, being duly sworn, did each for himself and say that they are respectively the Mayor and City Clerk of Wyandotte, a Municipal corporation, the corporation named in and executed this said instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said Joseph R. Peterson and Lawrence S. Stec acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures continued on next page]

**PURCHASER:**  
**MJC TEMPLIN LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: Michael A. Chirco  
Title: Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said County, personally appeared Michael A. Chirco, who, being duly sworn, did say that he is the Manager of the company named in and executed this said instrument, and that said instrument was signed on behalf of said company by authority of its members and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192



# **FIRST READING OF AN ORDINANCE**

## **Guide Sheet**

AN ORDINANCE ENTITLED  
“AN ORDINANCE SETTING THE SALARY FOR THE  
DEPARTMENT OF LEGAL AFFAIRS”

**AN ORDINANCE ENTITLED**  
**AN ORDINANCE SETTING THE SALARY FOR THE**  
**DEPARTMENT OF LEGAL AFFAIRS**

**THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Salary for Department of Legal Affairs

The salary for the law firm of Look, Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte shall be at a yearly salary of Seventy-Eight Thousand and 00/100 (\$78,000.00) Dollars to cover the period from April 18, 2016 to April 15, 2018. In addition, the law firm shall be reimbursed for miscellaneous costs and expenses incurred when acting as legal counsel for the City of Wyandotte.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle, Wyandotte, Michigan.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____
		Absent: _____

I hereby approve the adoption of the foregoing ordinance this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CERTIFICATE**

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the \_\_\_\_ day of \_\_\_\_\_, 2016.

Dated \_\_\_\_\_, 2016

\_\_\_\_\_  
**JOSEPH R. PETERSON**, Mayor

\_\_\_\_\_  
**LAWRENCE S. STEC**, City Clerk



**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-110**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,  
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL  
BUILDING.


UNDER THE DATE OF: April 4, 2016

MOVED BY: Councilperson VanBoxell

SUPPORTED BY: Councilperson Schultz

RESOLVED that the City Council hereby reappoints the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year term effective April 18, 2016 to April 15, 2018 with a salary of \$78,000 per year to be paid from account #101-200-825-330. Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on April 4, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**

  
\_\_\_\_\_  
Lawrence S. Stec  
City Clerk

# Reports & Minutes

1

April 4, 2016

## **CITY OF WYANDOTTE** **REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, April 4, 2016, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

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

Absent: Thomas Woodruff, City Assessor

Also Present: Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Beth Lekity, Deputy City Clerk

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### **PRESENTATIONS**

- Recognition of the Wyandotte Roosevelt High School Bowling Team District 1 State Champs presented by Coach Charlie Cassise
- Redevelopment Ready Communities Certification Status presented by Michelle Parkkonen of the Michigan Economic Development Corporation

### **UNFINISHED BUSINESS**

None

### **COMMUNICATIONS MISCELLANEOUS**

AGENDA ITEM #1 (2016-109)

Communication from Jason D'Herin, 507 Biddle Avenue, requesting the installation of street lights in the area of Clinton St. and Biddle Avenue.

### **PERSONS IN THE AUDIENCE**

Marguerite Puskar, daughter of Willie Ruth Bailey of 1733 5<sup>th</sup> St, regarding sale of said property to City of Wyandotte. Council voted on previously denied resolution (2016-108)

### **NEW BUSINESS (ELECTED OFFICIALS)**

Councilperson Miciura – status of shelter employee hiring, composition of meetings related to the DCACA, and resolving future issues/concerns with feral cats within the city.

- Vicki Thompson of Allen Park spoke to the positive effects of TNR (Trap-Neuter-Release) programs for feral cats.

### **COMMUNICATIONS FROM CITY AND OTHER OFFICIALS**

AGENDA ITEM #2 (2016-110)

Communication from Mayor, Joseph R. Peterson, regarding the re-appointment of Look Makowski and Look, P.C. as the City of Wyandotte's Department of Legal Affairs.

AGENDA ITEM #3 (2016-111)

Communication from Mayor, Joseph R. Peterson, regarding the naming of the Wyandotte Cable Studio in honor of Jack and Caroline Sutherby.

AGENDA ITEM #4 (2016-107)

Communication from City Administrator, Todd Drysdale, requesting support of a resolution for city participation in the MEDC's Redevelopment Ready Certification program.

AGENDA ITEM #5 (2016-112)

Communication from City Administrator, Todd Drysdale, recommending changes to the charter relating to purchasing and publications and requesting concurrence.

AGENDA ITEM #6 (2016-113)

Communication from City Assessor, Thomas R. Woodruff, requesting approval of the 2016 Poverty Tax Relief Guidelines.

AGENDA ITEM #7 (2016-114)

Communication from Lawrence S. Stec, City Clerk, regarding the local election results and Wayne County Board of Canvassers Certificate of Determination and Statement of Votes.

AGENDA ITEM #8 (2016-115)

Communication from Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director regarding 2016 Fiscal Year budget amendments.

AGENDA ITEM #9 (2016-116)

Communication from Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director regarding the City of Wyandotte Local Streets Fund Deficit Elimination Plan.

AGENDA ITEM #10 (2016-117)

Communication from Charlene Hudson, Power Systems Supervising Engineer, requesting concurrence with WMS Commission approving the purchase of RO Pump and VFD Controller.

AGENDA ITEM #11A (2016-118)

Communication from Special Events Coordinator, Heather A. Thiede, regarding Hold Harmless agreements submitted by BASF relative to the City of Wyandotte parades in 2016.

AGENDA ITEM #11B (2016-119)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the contract with Carey and Paul Group for services provided in conjunction with the 2016 Flicks on Bricks event.

AGENDA ITEM #11C (2016-120)

Communication from Special Events Coordinator, Heather A. Thiede, regarding the Special Event Application from St. Vincent Pallotti for the 2016 Mass in the Park on June 18.

AGENDA ITEM #11D (2016-121)

Communication from Special Events Coordinator, Heather A. Thiede, regarding the Special Event Application from the Downriver Community Clinic for the 4<sup>th</sup> annual Step It Up! Fun Run/Walk.

AGENDA ITEM #11E (2016-122)

Communication from Special Events Coordinator, Heather A. Thiede, regarding the Special Event Application from Karen Kowalik for International Overdose Awareness Day 2016.

AGENDA ITEM #12A (2016-123)

Communication from Special Events Coordinator, Heather A. Thiede, requesting support of the contract with Symon Rental for the use of tents, tables, etc. for the 2016 WSAF.

AGENDA ITEM #12B (2016-124)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the entertainment agreement with Category 5 for services in conjunction with the 2016 WSAF.



**AGENDA ITEM #12C (2016-125)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the entertainment agreement with The Phoenix Theory for services in conjunction with the 2016 WSAF.

**AGENDA ITEM #13 (2016-126)**

Communication from City Engineer, Mark A. Kowalewski, regarding the extension of the contract with Ajax Paving Industries relative to the HMA Street Concrete Base Repair & Resurfacing project, file #4656.

**AGENDA ITEM #14 (2016-127)**

Communication from City Engineer, Mark A. Kowalewski, and Fire Chief, Jeffrey Carley, regarding the architectural services for the Wyandotte Fire Station.

**AGENDA ITEM #15 (2016-128)**

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at the former 674 Garfield to adjacent property owners.

**AGENDA ITEM #16 (2016-129)**

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at the former 547 Forest to adjacent property owners.

**AGENDA ITEM #17 (2016-130)**

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at the former 523 Forest to adjacent property owners.

**AGENDA ITEM #18 (2016-131)**

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at the former 304-312 Ford Ave to AA&D Properties, LLC.

**AGENDA ITEM #19 (2016-132)**

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at the former 140 Superior to Mr. and Mrs. Bako.

- Mr. Mazzola and Mrs. Bako spoke in favor of their respective property proposals.

**REPORTS & MINUTES**

City Council	March 14, 2016
Daily Cash Receipts	March 14, 16, 17, 22, & 31, 2016
Beautification Commission	March 9, 2016
Cultural & Historical Commission	February 11, 2016
Fire Commission	February 23, 2016
Marina Committee	March 2, 2016
Planning Commission	February 18, 2016
Planning Commission	March 16, 2016
Police Commission	March 22, 2016
Recreation Commission	March 8, 2016
Zoning Board of Appeals	March 2, 2016

**CITIZENS PARTICIPATION**

Tom Kaul, 3115 Van Alstyne, regarding sale of city lots and disrepair of local streets.

**RECESS****RECONVENE**

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, and VanBoxell, and Mayor Joseph R. Peterson

Absent: Thomas Woodruff, City Assessor

Also Present: Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Beth Lekity, Deputy City Clerk

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## **RESOLUTIONS**

### **2016-106 MINUTES**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the minutes of the meeting held under the date of March 14, 2016, be approved as recorded, without objection.

Motion unanimously carried.

### **2016-107 MEDC REDEVELOPMENT READY COMMUNITIES PROGRAM**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS, the City of Wyandotte has engaged in the MEDC Redevelopment Ready Communities Program, including entering into a Memorandum of Understanding dated April 20<sup>th</sup>, 2015 with the MEDC and undergoing an evaluation of the City's redevelopment practices as reported in the Redevelopment Ready Communities Assessment Report and Evaluation of Findings dated January, 2016.

WHEREAS, the MEDC has developed a program for certifying Redevelopment Ready Communities, and the City of Wyandotte desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and

WHEREAS; Redevelopment Ready Communities best practices are designed to increase consistency, transparency, and public participation in the municipal process; and

WHEREAS; the City of Wyandotte will undertake the steps to update its Master Plan and will utilize recommendations and technical assistance to ensure that development readiness is appropriately addressed in that document; and

WHEREAS, the program includes evaluating the strong partnerships with City boards and commissions related to development including the City Council, Planning Commission, Zoning Board of Appeals and the Downtown Development Authority; and

WHEREAS, recommendations have and will be made by the MEDC that are required in order for the City to attain Redevelopment Ready Communities Certification.

WHEREAS, after review of the Redevelopment Ready Communities Assessment Report, is willing to complete the tasks as outlined, which will involve working with the aforementioned boards and commissions and the city will actively work with toward meeting the best practices of the RRC program with eventual goal of RRC Certification; and

NOW, THEREFORE, BE IT HERBY RESOLVED, that the City of Wyandotte, Michigan through its City Council, authorizes the implementation of recommendations made by the MEDC and that are necessary to receive Redevelopment Ready Communities Certification from the MEDC.

Motion unanimously carried.

### **2016-108 CITY PURCHASE OF 1733 5<sup>TH</sup> STREET**

By Councilperson Fricke, supported by Councilperson Schultz

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at known as 1733 5<sup>th</sup> Street in the amount of \$25,000.00 to be appropriated from TIFA Area Funds; AND

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

BE IT RESOLVED that this property will be marketed for the development of a new single family home; AND

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

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

BE IT FURTHER RESOLVED that the lot is not to be split when resold.

Motion carried.

NAYS: Councilperson Miciura

### **2016-109 CLINTON ST. STREET LIGHTS**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED by the City Council that the communication from Jason D'Herin regarding the installation of street lights in the area of Clinton St. and Biddle Ave. is hereby referred to the Department of Municipal Service for a review and report back to City Council on April 18, 2016. Motion unanimously carried.

### **2016-110 DEPARTMENT OF LEGAL AFFAIRS REAPPOINTMENT**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the City Council hereby reappoints the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year term effective April 18, 2016 to April 15, 2018 with a salary of \$78,000 per year to be paid from account #101-200-825-330.

Motion unanimously carried.

### **2016-111 DEDICATION OF WYANDOTTE CABLE STUDIO**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED, that based on over 30 years of dedicated volunteerism and service to the City of Wyandotte, the City Council hereby concurs with the recommendation of Mayor Peterson to name the Wyandotte cable studio, the Jack and Caroline Sutherby Cable Studio; AND

BE IT FURTHER RESOLVED that the Special Events Office shall coordinate a date and time for the naming ceremonies of the cable studio in honor of Jack and Caroline Sutherby.

Motion unanimously carried.

### **2016-112 CHARTER AMENDMENTS RECOMMENDATION**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that the recommendation from the City Administrator to place two (2) charter amendments relative to purchasing and publishing requirements on the ballot for the November 8, 2016 General election is received and placed on file; AND

BE IT FURTHER RESOLVED the Council concurs with the recommendation to have the Department of Legal Affairs prepare the necessary ballot language for City Council approval with language that grants the City Council latitude to amend these provisions as necessary to meet the future operational needs of the City; AND

BE IT FURTHER RESOLVED that Council instructs this information to be presented back to the City Council prior to June 1, 2016, in order to allow ample time to receive the necessary approvals to certify the ballot question by the August 2, 2016, deadline.

Motion unanimously carried.



**2016-113 2016 POVERTY TAX RELIEF GUIDELINES**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council hereby approves the 2016 Poverty Tax Relief Guidelines to be used as standards by Board of Review members when considering appeals made to the Board of Review based on financial hardship.

Motion unanimously carried.

**2016-114 2016 PRESIDENTIAL PRIMARY ELECTION CERTIFICATION**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS the Presidential Primary Election was held March 8, 2016, and

WHEREAS in accordance with election law, the Wayne County Board of Canvassers performed the canvass and certified the election results on March 22, 2016.

THEREFORE BE IT RESOLVED that the Wayne County Board of Canvassers Certificate of Determination and Statement of Votes be received and placed on file in the City Clerk's Office.

BE IT FURTHER RESOLVED that the local election results also be received and placed on file.

Motion unanimously carried.

**2016-115 2016 FISCAL YEAR BUDGET AMENDMENTS**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED BY CITY COUNCIL that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2016 Fiscal Year Budget amendments.

BE IT FURTHER RESOLVED that a copy of the 2016 Fiscal Year Budget amendments shall be placed on file and available for public inspection in the office of the City Clerk.

Motion unanimously carried.

**2016-116 LOCAL STREETS FUND DEFICIT ELIMINATION PLAN**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS, the financial statements of the City of Wyandotte show a deficit in the Local Streets Fund fund balance; and

WHEREAS, the City of Wyandotte is required to adopt a Deficit Elimination Plan that addresses said deficit in the Local Streets Fund's fund balance; and

WHEREAS, staff has prepared the proposed Deficit Elimination Plan along with budget amendments to address the requirement.

NOW, THEREFORE, BE IT RESOLVED that Council adopts the Deficit Elimination Plan and approves the budget amendments; and

BE IT FURTHER RESOLVED that the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

**2016-117 MUNICIPAL SERVICES PURCHASE OF RO PUMP**

By Councilperson VanBoxell, supported by Councilperson Schultz

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

WHEREAS, the Wyandotte City Council understands the need and supports the community owned electric generation facilities and the necessity to maintain the commitment to providing the best service possible in a timely and efficient manner that is also fiscally responsible.

NOW, THEREFORE, BE IT RESOLVED that the Wyandotte City Council, a majority of its members thereto concurring, authorizes the WMS General Manager to approve the purchase of one (1) RO Pump and VFD Control from Professional Pump, Inc. who provided the lowest cost

quote at a cost not to exceed \$ 22,118.00 plus freight, per the recommendation of WMS management.

Motion unanimously carried.

### **2016-118 2016 PARADE PROPERTY USAGE/BASF HOLD HARMLESS**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS the City of Wyandotte will hold the annual 4<sup>th</sup> of July Parade on July 4<sup>th</sup>, 2016 and the annual Christmas Parade on November 19, 2016; and

BE IT RESOLVED that Mayor and Council approves the request of the Special Events Coordinator to use property belonging to BASF, as it has in years past, for the purpose of lining up parade participants; and

BE IT FURTHER RESOLVED that Mayor and Council approves the Hold Harmless agreements presented by BASF and instructs Mayor and City Clerk to sign said documents.

Motion unanimously carried.

### **2016-119 FLICKS ON BRICK PROVIDER CONTRACT**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS the Carey and Paul group will provide the following services in conjunction with the 2016 Flicks on Bricks event:

Movie Screen

Projector

Pre-Movie Cartoons

Pre- and Post-Movie Music

BE IT RESOLVED that Council approves the contract between the City of Wyandotte and the Carey and Paul Group to provide the aforementioned services for the 2016 Flicks on Bricks Movie Nights in the amount of \$2,700 to be paid from account #285-225-925-730-891, provided that they add the City of Wyandotte as an additional insured to their insurance policy.

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to sign said contract.

Motion unanimously carried.

### **2016-120 ST. VINCENT PALLOTTI MASS IN THE PARK APPLICATION**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city parks and property for St. Vincent Pallotti Mass in the Park, including:

1. The use of two golf carts that afternoon to transport those who may need assistance from Van Alstyne to the area where Mass will be celebrated.
2. Assistance from the appropriate department to make sure the power in the dock area is turned on so that they can use their PA system.

BE IT FURTHER RESOLVED that, upon Council approval, St. Vincent Pallotti will sign a hold harmless agreement, as prepared by the Department of Legal Affairs and add the City of Wyandotte as an additional insured to their insurance policy

Motion unanimously carried.

### **2016-121 DOWNRIVER COMMUNITY CLINIC STEP IT UP RUN/WALK**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief, and Recreation Superintendent to approve the use of city sidewalks and property including parking lot #9 for the 4<sup>th</sup> Annual Step it Up! Fun Run/Walk event on September 10<sup>th</sup>; and

BE IT FURTHER RESOLVED that the Downriver Community Clinic shall add the City of Wyandotte as an additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs; and

BE IT FURTHER RESOLVED that any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse and all clean up before, during, and after the event is the responsibility of the group/company.

Motion unanimously carried.

#### **2016-122 INTERNATIONAL OVERDOSE AWARENESS DAY 2016**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief, and Recreation Superintendent to approve the use of city parks and property, including the use of Bishop Park pavilion, by Karen Kowalik for the International Overdose Awareness Day to be held on August 31, 2016; and

BE IT FURTHER RESOLVED that the group will be required to sign a hold harmless agreement as prepared by the Department of Legal Affairs.

Motion unanimously carried.

#### **2016-123 SYMON RENTAL CONTRACT - 2016 WSAF**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS Symon Rental will provide various tents and tables in conjunction with the 2016 Wyandotte Street Art Fair.

BE IT RESOLVED that Council approves the contract between the City of Wyandotte and Symon Rental to provide rentals for the 2016 Wyandotte Street Art Fair in the amount of \$2,565.70 to be paid from account #285-225-925-730-860.

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to sign said contract.

Motion unanimously carried.

#### **2016-124 WSAF ENTERTAINMENT AGREEMENT – CATEGORY 5**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreement for Category 5 (band) in the amount of \$1,000 with funds to be paid from account #285.225.925.730.860 for the following dates/times:

Friday, July 15<sup>th</sup>, 2016                      6:30pm - 8:30pm (setup at 6pm)

Saturday, July 16<sup>th</sup>, 2016                  5:30pm - 7:30pm (setup at 5pm)

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

Motion unanimously carried.

#### **2016-125 WSAF ENTERTAINMENT AGREEMENT – THE PHOENIX THEORY**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreement for The Phoenix Theory (band) in the amount of \$2,500 with funds to be paid from account #285.225.925.730.86 for the following date/time:

Wednesday, July 13<sup>th</sup>, 2016    8:00pm-11:00pm (setup at 7:30)

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

Motion unanimously carried.



**2016-126 FILE #4656 – AJAX PAVING INDUSTRIES CONTRACT EXTENSION**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council hereby approves the extension of the 2015 HMA Street Concrete Base Repair & Resurfacing, File #4656, contract with Ajax Paving Industries to include the 2016 HMA Street Concrete Base Repair & Resurfacing as set forth in the Amendment To Contract for this work, and

BE IT FURTHER RESOLVED that the work will include Bondie Street (Biddle to the Railroad), Van Alstyne (Elm to Eureka), and 5<sup>th</sup> Street (Eureka to Forest) and be funded from the 2016 budget year TIFA Local Streets account 492-200-825-460 (\$672,094.30), and

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to sign said amendment.

Motion unanimously carried.

**2016-127 ARCHITECTURAL SERVICES FOR WYANDOTTE FIRE STATION**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council authorizes the hiring of Thomas Roberts Architect, LLC to perform architecture service for the renovation of the Wyandotte Fire Station in the amount of \$10,000 from account #101-200-825-390.

Motion unanimously carried.

**2016-128 SALE OF 674 GARFIELD**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the Purchase Agreement to sell the former 674 Garfield to the adjacent property owners at 656 Garfield for the amount of \$1,500.00; AND

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

Motion unanimously carried.

**2016-129 SALE OF 547 FOREST**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the Purchase Agreement to sell the former 547 Forest to the adjacent property owners at 539 Forest for the amount of \$875.00; AND

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

Motion unanimously carried.

**2016-130 SALE OF 523 FOREST**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the Purchase Agreement to sell the former 523 Forest to the adjacent property owners at 527-533 Forest for the amount of \$1,250.00; AND

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

Motion unanimously carried.

**2016-131 SALE OF 304-312 FORD AVENUE**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 304-312 Ford Avenue is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 304-312 Ford Avenue to AA & D Properties, LLC, Tony Pizzo, and Matteo Agrusa, for the amount of \$11,680.00; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate.

Motion carried.

NAYS: Councilperson Miciura

**2016-132 SALE OF 140 SUPERIOR (HELD IN ABEYANCE)**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that the communication from the City Engineer regarding the City owned property located at former 140 Superior is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 140 Superior to Valerie and Louis Bako for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchaser, Valerie and Louis Bako, do not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar and a condition will be placed on the Deed that will include this contingency; NOW

THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 140 Superior, between Valerie and Louis Bako and the City of Wyandotte for \$10,000 as presented to Council on April 4, 2016.

BE IT FURTHER RESOLVED that this item will be held in abeyance for 1 week (4/11/16).

Motion carried.

NAY: Councilperson Schultz

**2016-133 BILLS & ACCOUNTS**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the total bills and accounts of \$3,369,209.00 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

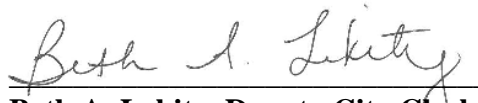
Motion unanimously carried.

**2016-134 ADJOURNMENT**

By Councilperson Schultz, supported by Councilperson VanBoxell

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 9:13 p.m.

Motion unanimously carried.

  
Beth A. Lekity, Deputy City Clerk

04/01/2016 02:58 PM

## RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

User: ktrudell

Post Date from 04/01/2016 - 04/01/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

O	394555	04/01/2016	ktrudell F2	MIDWESTERN AUDIT	
XT			101-000-001-000	101-000-041-021	A/R MW AUDIT-RESCUE
					45.49 CITY CHECK 19362

JANUARY 2016 RESCUE COLLECTIONS

REC# 898977

CK DATE 2/15/16 POSTMARK 3/30/16

O	394557	04/01/2016	ktrudell F2	MIDWESTERN AUDIT	
XT			101-000-001-000	101-000-041-021	A/R MW AUDIT-RESCUE
					29.76 CITY CHECK 19458

FEBRUARY 2016 RESCUE COLLECTIONS

REC# 898978

CK DATE 3/16/16 POSTMARK 3/30/16

Total of 2 Receipts

75.25



User: ktrudell

Post Date from 04/01/2016 - 04/01/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

## \*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-041-021 A/R MW AUDIT-RESCUE

	75.25
TOTAL - ALL CREDIT ACCOUNT	75.25

## \*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash

	75.25
TOTAL - ALL DEBIT ACCOUNTS	75.25

## \*\*\* TOTAL BY FUND \*\*\*

101 General Fund

	75.25
TOTAL - ALL FUNDS:	75.25

## \*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND

Tender Code/Desc.	
(CCK) CITY CHECK	75.25
TOTAL:	75.25
TOTAL - ALL BANKS:	75.25

## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

Tender Code/Desc.	
(CCK) CITY CHECK	75.25
TOTAL:	75.25

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(2) XT: A/R MW AUDIT-RESCUE

	75.25
TOTAL - ALL RECEIPT ITEMS:	75.25

04/06/2016 04:53 PM

User: ktrudell

DB: Wyandotte

Receipt #

Description

Date

Cashier

Wkstn

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Post Date from 04/06/2016 - 04/06/2016 Open Receipts

Page: 1/2

Received Of  
Distribution

Amount

O	396241	04/06/2016	ktrudell	F2	DOWNRIVER COUNCIL FOR THE ARTS	
MZ			101-000-001-000		101-000-655-018 RENTAL INCOME-81 CHESTNUT	2,375.00 CITY CHECK 8906

LEASE 81 CHESTNUT APRIL-JUNE 2016  
REC# 898979

O	396243	04/06/2016	ktrudell	F2	CITY OF WYANDOTTE	
EP			731-000-001-000		731-000-392-040 Res. Police & Fire Employee	679.47 CITY CHECK 122371

POLICE DEFINED BENEFIT  
REC# 898980

Total of 2 Receipts

3,054.47

04/06/2016 04:53 PM

## RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/2

User: ktrudell

Post Date from 04/06/2016 - 04/06/2016 Open Receipts

DB: Wyandotte

Receipt #

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

## \*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-655-018 RENTAL INCOME-81 CHESTNUT

2,375.00

731-000-392-040 Res. Police &amp; Fire Employee Contrib

679.47

TOTAL - ALL CREDIT ACCOUNT

3,054.47

## \*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash

2,375.00

731-000-001-000 Cash

679.47

TOTAL - ALL DEBIT ACCOUNTS

3,054.47

## \*\*\* TOTAL BY FUND \*\*\*

101 General Fund

2,375.00

731 Retirement System Fund

679.47

TOTAL - ALL FUNDS:

3,054.47

## \*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND

Tender Code/Desc.

(CCK) CITY CHECK

2,375.00

TOTAL:

2,375.00

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK

679.47

TOTAL:

679.47

TOTAL - ALL BANKS:

3,054.47

## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

Tender Code/Desc.

(CCK) CITY CHECK

3,054.47

TOTAL:

3,054.47

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) EP: PD EMPLOYEE PENSION CONTR

679.47

(1) MZ: MISC CASH/VARIOUS

2,375.00

TOTAL - ALL RECEIPT ITEMS:

3,054.47



**\*DRAFT-UNAPPROVED\***

**City of Wyandotte  
DESIGN REVIEW COMMITTEE  
Minutes of the Tuesday, March 29, 2016, Meeting**

Member Kowalewski called the meeting to order at 11:30 a.m.

MEMBERS PRESENT: Robert Benson, Joseph Gruber, Wally Hayden, Mark Kowalewski, and Norm Walker

MEMBERS ABSENT: None

ALSO PRESENT: Sheila Johnson, Recording Secretary  
Gilbert & Peter Rose, Applicants & Owners,-2944 Biddle Avenue

**NEW BUSINESS:**

New Member Joseph Gruber.

Member Gruber was introduced and welcomed by the Members.

**APPROVAL OF JANUARY 12, 2016 MINUTES:**

Motion by Member Benson to approve. Member Walker supported motion. All Members voted in favor.

**REVIEW OF PROPOSED DIGITAL REAR SIGN AT 2944 BIDDLE AVENUE:**

The application was submitted by The Chelsea Group LLC (Applicant) and Newton Investment (Owner) for the property at 2944 Biddle Avenue, Wyandotte, Michigan has been reviewed and denied for the following reasons: 1. Sign is not in harmony with the historical nature of the area which is the purpose of the Design Review Ordinance. 2. This property is zoned CBD and electronic changeable message signs are only allowed by Ordinance in the B1 and B2 Zoning Districts. 3. Signs in the CBD limit the sign message to indicate only the street number, name and kind of business, services or facility conducted on the premises, year the business was established, a slogan, hours of operation, time, temperature and letter that is part of a trademark. The proposed sign would have various messages that advertise products. In addition, the Board does not want to set a precedence in granting this type of sign. All were in favor.

**DISCUSSION:**

Various discussions including history of the Design Review Board and that the Board has recommended changes to previous applicants to resubmit designs that were subsequently approved. The Board has always found common ground to approve designs with changes. This

type of sign is not even permitted by Ordinance and will also require a variance from the Zoning Board of Appeals. The Board has concerns what the downtown would eventually look like if this and subsequent similar signs were installed. The changing sign message was not within the Ordinance even before the Design Review Board was created. This is not within the Ordinance as stated to create harmony in a Historic District. Applicant discussed their need to be able to advertise the products they sell to stay competitive.

**OTHER BUSINESS:**

Sign approval of 2903 Biddle Avenue.

**MOTION TO ADJOURN:**

MOTION BY MEMBER Walker to adjourn the meeting at 12:41 p.m.  
Member Kowalewski seconded motion. All Members voted to adjourn.

# RESOLUTION

Wyandotte, Michigan

March 29, 2016

## RESOLUTION BY MEMBER BENSON

### RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The proposed digital rear sign as submitted by The Chelsea Group LLC (Applicants) and Newton Investment Co. LLC (Owner) for the property at 2944 Biddle Avenue, Wyandotte, Michigan has been reviewed and denied due to reasons: has been reviewed and denied for the following reasons: 1. Sign is not in harmony with the historical nature of the area which is the purpose of the Design Review Ordinance. 2. This property is zoned CBD and electronic changeable message signs are only allowed by Ordinance in the B1 and B2 Zoning Districts. 3. Signs in the CBD limit the sign message to indicate only the street number, name and kind of business, services or facility conducted on the premises, year the business was established, a slogan, hours of operation, time, temperature and letter that is part of a trademark. The proposed sign would have various messages that advertise products. In addition, the Board does not want to set a precedence in granting this type of sign as submitted to the Design Review Committee on March 29, 2016.

I move the adoption of the foregoing resolution.

Member: Benson

Supported by Member: Kowalewski

Yeas	Members	Nays
X	Benson	
X	Gruber	
X	Hayden	
X	Kowalewski	
X	Walker	