



AGENDA

REGULAR SESSION

MONDAY, SEPTEMBER 19, 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

PRESENTATIONS

UNFINISHED BUSINESS

COMMUNICATIONS MISCELLANEOUS

1. Citizen Letter – Florence O'Brien
2. Citizen Letter – J.P. Karas
3. Constitution Week – Lee Anne Briese, NSDAR Regent, Monguagon Chapter
4. Intersection Drive Request – David Kowalsky, Grand Knight, Knights of Columbus #13607
5. Respect Life Sunday – Deborah Bloomfield, Life Chain of Downriver

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

6. Full-Time Dispatcher Hiring
7. 2016 Wyandotte Street Art Fair Financial Report
8. Digital Sign – 2944 Biddle (Chelsea Group, LLC)
9. Purchase Agreement – 1731 4th Street
10. NEZ Application – 1731 4th Street
11. Sale of City-Owned Property – Former 3374 13th St.
12. Community Development Block Grant (CDBG) 2016-2021

REPORTS & MINUTES

City Council	August 29, 2016 – REVISED
City Council	September 12, 2016
Building Code Board of Appeals	September 12, 2016
Cultural & Historical Commisison	August 11, 2016
Daily Cash Receipts	September 13, 2016
Firefighter's Civil Service Commission	August 10, 2016
Retirement Commission	September 15, 2016

BILLS & ACCOUNTS

CITIZENS PARTICIPATION

RECESS & RECONVENE

HEARINGS

- Budget Hearing: 2017 Fiscal Year

FINAL READING OF ORDINANCES

- #1430: 2017 Fiscal Year Budget Ordinance
- #1431: Zoning Ordinance Amendment – 828 4th Street, RT to RM-1A

RESOLUTIONS

ADJOURNMENT

8/30/15

Dear Mayor & Council

I have been noticing the way the grass is cut in ^{our} parks & sides of our streets. Do you realize that they are cutting the grasses & then blowing it into the streets. The sprinklers are watering, the rains come & the grass that is left in the streets are clogging our sewers & causing a terrible flooding problem. Not only that the weeds are growing along side of the curbs on the street side & it looks horrible. Some of the weeds are 2 feet high.

When I was younger (I am now 84 years of age) we had to attach a carrier to our lawn mowers & catch the cut grass! We used to empty the carrier into bags & send it to be composted, we didn't dump it in the streets. We used to sweep along side the street-side curb, to allow water to get to the sewers. Now everyone is looking for the easy way to do things. & make our city beautiful & an honor to keep it looking nice. Now I am ashamed to tell anyone I live here.

One day I have to tell you, I watched as the city workers, were working at the corner side of Biddle behind the stores & buildings. The men were trimming bushes near the parking lot; there were three men, standing near the bushes, 1 man was handling the cutter, cutting & trimming the bush. The other 2 men were just standing there watching him work. It struck me by surprise so I stood there watching & this went on for about a 1/2 hour. They were laughing & cutting up. Now this bush was not very big & I thought to myself, "How" we must have lots of money in our city coffers to allow this to go on. They didn't even have shovels nor brooms in their hands nor any tools of any kind, to help this other man trim or clean up. I was so disgusted; I couldn't stand it. They really had no pride in themselves nor in the city they were working for. Nor did they appreciate the fact that they had jobs here in our city & we were paying their wages. They finished, or I should say, the one fellow finished trimming, packed up the scraps, threw them in the back of the city truck, drove off & didn't even sweep behind them.

Just check along Superior Blvd. where I see much curb side weeds & Froese Park along side of Copeland Center — That Park and the entrance to the park (4th & Mulberry) is also a disaster. There is an entrance island there that is so overgrown with weeds it would be better to just mow the bushes down & put cement there. We cannot (when it rains) drive into the entrance to Cambridge Commons Condos because of the plugged up drains. The water is way up over the curbs — from one side to the other. I decided to go down several streets & because you allow them to blow the cut grass into the streets throughout the whole city, many of them are the same.

Please do something about this situation & make people bag their cut grass again or at least if they blow it into the streets make them sweep it & bag it and dispose of it.

Many people have lawn service & that service should be included in the cost of lawn service. & be a requirement by the city to sweep the street where the grass clippings have been blown & bag them & take them to compost areas.

Let's keep our beloved City as beautiful
as we can and let's make:

"America Great Again"

Thank-you

Florence O'Leary
486 Mulberry St.

Dundotte Ore
48192

RESOLUTION

DATE: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from Ms. Florence O'Brien relative to grass cutting procedures is hereby received and placed on file.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

J.P. Karas
2614 12th Street
Wyandotte, Michigan
48192

September 14, 2016

Mayor & City Council
City of Wyandotte
3000 Biddle
Wyandotte, Michigan 48192

Dear Mayor and Council,

The verbal comments made by City Assessor Woodruff at the Council Meeting of 8/12/16 in response to my submitted letter were reckless and in most cases not based on actual events.

The assessor claims he was misquoted. Woodruff stated "I went over the letter a couple of times....". I ask that he point out where in my letter he was quoted. I would like to add that at the 34 minute 39 second mark of the 8/29/16 Council meeting in response to Mayor Peterson Woodruff said, "Speaking as the assessor's office Mr. Mayor because I have not fielded any calls wanting to know where they can move into a senior development." It was that statement that I was referring to in my letter.

Mr. Woodruff also stated, "...the only time I ever talked to Mr. Karas is when he became a tax protester....". A tax protester by definition is someone who refuses to pay a tax on constitutional or legal grounds. I have never been a tax protester. I demand that Mr. Woodruff present evidence that I or my wife have intentionally and knowingly failed to pay any taxes owed to the City of Wyandotte or that we are delinquent in the payment of city taxes. If he cannot produce such evidence I feel he should be instructed to present a letter to council that retracts his previous statement, informs the public that I am current in the payment of taxes owed to the City of Wyandotte and have it read into the permanent record. I also believe it would be in the best interest of the city to have Mr. Look explain to Woodruff the potential for litigation as the result of his words and actions.

To clarify the above I was designated representative of OMA Properties LLC, the legal owner of the property Woodruff referenced, to appeal a property assessment. This is public knowledge as the purchase agreement and closing documents entered into with the City of Wyandotte, and tax bills and assessments all reflect this fact. Woodruff failed to accept or acknowledge this fact.

RECEIVED
SEP 15 2016
CITY CLERK
CITY OF WYANDOTTE

I am not at all surprised that Woodruff did not get the point of my letter and I refuse to dumb it down so that he does. He has no vote on city government business, his seat on the horseshoe, which very often sits vacant, is to provide factual information to the mayor and council so they can make an informed decision on issues before them. His job requires fact not fiction and if he wishes to weigh in on an issue it should be as a citizen from the podium. Should the assessor like to compare education, experience, certifications, or lack thereof, or other required registrations in our respective fields I will be more than willing to oblige.

At that very same meeting the other side of the horseshoe was heard from. Councilman Galeski welcomed a new business into town and inferred that I had opened a realty company, a mention was made of my posse and he rambled on about being the victim of the heinous crime of having an unauthorized sign placed on his property, the need to go to an outside agency to have the perpetrator brought to justice and placed a 24hr deadline on the individual to reclaim the sign or face stern punishment. I assume that this was all tongue in cheek as I have not opened a new business, I lead no posse and I am not aware that placing a sign on someone's property is a crime of any sort, and although I did purchase signs I have not placed any of them where they were not requested. I would like the sign returned or be compensated.

Should Councilman's Galeski be serious about getting to the bottom of this matter please allow me to be of assistance. I know that the FBI Political Crimes Unit is busy with his last call for action but if the outside agency he retained can't crack the case I may be able to put you in touch with either the Hardy Boys or Nancy Drew as I hear they are looking to get back into the detective business. Sam Spade sends his regrets. Explain Councilman, why would you find it necessary to go to an outside agency, when both the police and fire departments of the City of Wyandotte have been proven to be professional, highly trained and capable responders? I will publicly go on record as being supportive of these departments and very pleased with the performance of their duties.

In closing it is very possible that the individual or individuals responsible for placing the sign mistook your residence for that of someone who truly wants to see Wyandotte become a better place for all taxpayers and residents as we move into the future.

I am not interested in have this letter simply received and placed on filed, I ask that it be forwarded to the City Attorney for requested action.

Respectfully,

A handwritten signature in blue ink, appearing to read "J.P. Karas", with a large, loopy flourish extending from the end of the signature.

cc: City Attorney

RESOLUTION

DATE: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from Mr. J.P. Karas relative to comments made at the September 12, 2016 City Council meeting is hereby received and referred to the City Attorney for review.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

Lee Anne Brieese, Regent
Monguagon Chapter, NSDAR
Constitution Week Chairman
6310 Winona Avenue
Allen Park, MI 48101-2349

August 31, 2016

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

Re: Constitution Week September 17 through September 23, 2016

Dear Mayor Peterson:

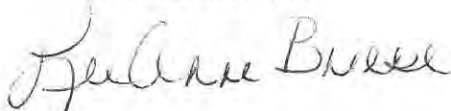
As this is the 229th year of the United States Constitution the Monguagon Chapter, NSDAR requests the honor of a proclamation from the City of Wyandotte regarding Constitution Week.

The National Society Daughters of the American Revolution petitioned Congress in 1955 to set aside the week of September 17th to the 23rd to celebrate the U.S. Constitution. President Dwight D. Eisenhower signed the law into effect on August 2, 1956.

"We must remember and teach that those who wrote the Constitution believed that no government can create freedom, but that government must guard freedom rather than encroach upon the freedoms of its people," Merry Ann T. Wright Past President General NSDAR.

Enclosed please find a sample proclamation which can be mailed to the address above. Thank you for your time and consideration in helping America celebrate the 229th anniversary of the United States Constitution our most important document.

Yours in DAR service,

A handwritten signature in cursive script that reads "Lee Anne Brieese".

Lee Anne Brieese, Regent
Constitution Week Chairman

SAMPLE PROCLAMATIONS FOR CONSTITUTION WEEK

The following proclamations can be used as suggested or in combination with one another. Proclamations you have used in the past years can also be used as samples. Be sure to remember to change the date and also the year of the anniversary.

SAMPLE #1

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the City of) _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand ____.

Signed _____ SEAL Attest _____

SAMPLE #2

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the City of) _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand _____.

Signed _____ SEAL Attest _____

SAMPLE #3

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Governor or Mayor) of the State or City) of _____ (in the City of) _____ do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this _____ day of _____ of the year of our Lord two thousand _____.

Signed _____ SEAL Attest _____

RESOLUTION

DATE: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from Lee Anne Brieese, Monguagon Chapter of the National Society Daughters of the American Revolution, requesting the City of Wyandotte to declare September 17-23, 2016 as National Constitution Week in the City of Wyandotte is hereby received and granted.

BE IT FURTHER RESOLVED that Mayor and Council approve the preparation of a proclamation, as requested, to be presented to the NSDAR Monguagon Chapter.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

Dear Mayor and Council Members:

4

We are requesting to solicit on the corner of Eureka and Biddle
on Friday October 7, 2016 and Saturday October 8, 2016
from 12:00 noon to 6:00 p.m.

The funds shall be collected for MDA, Tootsie Roll Drive, that we hold each year.

Sincerely yours,

David Kowalsky, Grand Knight
Knights of Columbus
Council # 13607

RESOLUTION

DATE: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council received the request of David Kowalsky, Grand Knight, Knights of Columbus, Council #13607 and grants permission for the Knights of Colombus, to solicit donations, on behalf of MDA in the form of a Tootsie Roll Drive AND

BE IT FURTHER RESOLVED that said solicitation will occur on the corner of Biddle and Eureka on Friday, October 7, 2016 and Saturday, October 8, 2016 from 12:00 noon to 6:00 p.m., provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

LIFE CHAIN OF DOWNRIVER

1811 Superior Blvd.
Wyandotte, MI 48192
(734)934-2599
www.lifechain.net

September 9, 2016

Dear Mayors and City Councils,

The annual Life Chain, held each year on *Respect Life Sunday*, will be Sunday, October 2, 2016. The Life Chain is part of a nationwide lawful, prayerful, quiet Christian witness for life. We will be in Dearborn, Dearborn Heights, and the Downriver communities of Wyandotte, Southgate, Riverview, Lincoln Park, Woodhaven, Brownstown, Taylor, and New Boston. Please see the flier or www.lifechain.net for detailed locations.

As in past years, participants will be standing on the public sidewalk right-of-way, being careful not to block driveways, along Fort Street, West Road, Telegraph, Gibraltar Road and Huron River Drive from 2:00 to 3:30 p.m.

Our signs will state simply: Abortion kills children, Pray to end abortion, Adoption: the loving option, Abortion hurts women, and Life: the first inalienable right.

We invite the mayor, council, and residents of your community to join us.

Sincerely,



Mrs. Deborah Bloomfield
Life-Chain Chairman
www.LifeChain.net

Enclosed: Life-Chain flier

LIFE CHAIN

Sunday, October 2, 2016

2:00 - 3:30 p.m.

DOWNRIVER & DEARBORN AREA

FORT Street

Lincoln Park, Southgate, Wyandotte, Riverview

TELEGRAPH

Monroe, Brownstown, Taylor, Dearborn, and Dearborn Heights

Also: **GIBRALTAR ROAD** between Fort Street and Allen in **Brownstown**



- Stand up for LIFE from the moment of conception to the last natural breath.
- We are a lawful, prayerful, quiet Christian witness for LIFE.
- Bring your whole family! Be a light in a darkened world and help end abortion!
- Come with your church group or come on your own; Signs will be provided.
- Signs available on FORT Street near Southfield, Champaign, Northline, Vinewood, Eureka, and Pennsylvania.
- Signs available on TELEGRAPH near King Road, Superior, Northline, Wick, Annapolis & Cherry Hill.

ABORTION
KILLS
CHILDREN

LIFE: The First
INALIENABLE
RIGHT

PRAY
TO END
ABORTION

for contact info and more locations see: www.lifechain.net

Following the LIFE CHAIN there will be an **Open House** at

Right to Life of Michigan Resource Center

2010 Eureka Rd., Wyandotte

734-282-6100; www.rtl.org

Please copy, post and share

RESOLUTION

DATE: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from Deborah Bloomfield, Life-Chain Chairman, 1811 Superior, Wyandotte, Michigan 48192 regarding the Respect Life Sunday, to be held on Sunday, October 2, 2016 is hereby received and placed on file with copies to the Police and Fire Departments.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19, 2016

AGENDA ITEM # 6

ITEM: Hiring – Dispatcher (Downriver Central Dispatch/Police Department)

PRESENTER: Daniel J. Grant, Chief of Police



INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Downriver Central Dispatch center which operates from the Wyandotte Police Department currently has one vacancy for a full-time Dispatcher position which is budgeted in the current fiscal year. The Police Department has posted the full-time position with our part-time Dispatchers and the only applicant at this time is Holly Anne O'Dea. Holly has worked in our center for several weeks and her evaluations have been very favorable with the Dispatchers working on her shift noting that she is very professional in this occupation. If approved for full-time status, it is my opinion along with that of her supervisors that she will continue to be an asset to our dispatch center and a great public servant.

STRATEGIC PLAN/GOALS: To elevate to full-time status an employee who has proven to be an outstanding Dispatcher and continue to provide quality service to our residents who call for the request of public safety services.

ACTION REQUESTED: Concur with the Police Department to hire Dispatcher Holly Anne O'Dea as a full-time Dispatcher.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds for her salary/benefits are budgeted in the Downriver Central Dispatch budget.

IMPLEMENTATION PLAN: The City Administrator's Office will coordinate the hiring and implementation of benefits for the position.

COMMISSION RECOMMENDATION: The hiring of Holly O'Dea was approved by the Police Commission at their regular meeting on Tuesday August 23, 2016.

CITY ADMINISTRATOR'S RECOMMENDATION: Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the users of the centralized dispatch center. Concur with recommendation.



(Todd Drysdale, City Administrator)

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation.



(Joseph Peterson, Mayor)

LIST OF ATTACHMENTS: 1. Application form
2. Police Commission Draft Minutes

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 19, 2016

RESOLUTION by Councilman _____

BE IT RESOLVED BY THE CITY COUNCIL that Council Concurs with the determination that a vacancy exists in the Downriver Central Dispatch Center of one full-time Dispatcher and the Council authorizes the filling of such vacancy and

FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to reviews of her performance as a current part-time member of the Dispatch staff and after working with our full-time Dispatchers who gave her favorable reviews, be it resolved that part-time Dispatcher Holly Anne O'Dea is being approved for a full-time position contingent on the successful completion of a physical, psychological, and drug screen examination.

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, Michigan 48192

APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

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

EMPLOYMENT DESIRED

Position applied for Police/Fire Dispatcher

Have you read the description of this job? ☒ Yes ☐ No Are you qualified to perform these duties? ☒ Yes ☐ No

Other position you would consider any

Type of employment desired: ☐ Full-Time ☒ Part-Time ☐ Temporary

Date you can start Asap Wage expected \$ 15.00/hr.

PERSONAL INFORMATION

Name O'Dea Holly Anne

Last

First

Middle

Address Taylor MI 48180

Street

City

State

Zip

Phone Number --- Email holly.odea@gmail.com

Other last names used while working, if any Bowman

Are you a U.S. Citizen? ☒ Yes ☐ No

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

Have you even been convicted of a crime? ☐ Yes ☒ No

If yes, please give specifics _____

Are there any felony charges pending against you? No

If yes, please give specifics _____

Have you ever served in the U.S. Military? ☐ Yes ☒ No If yes, indicate branch _____

Dates of duty: From _____ To _____ Type of Discharge _____
Month Date Year Month Date Year

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

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

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

If yes, what type of license do you hold? _____

Have you ever been employed by the City of Wyandotte? ☐ Yes ☒ No If yes, when? _____

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

☐ Yes ☒ No If yes, indicate names and dates: _____

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

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

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

Have you ever been bonded on a job? ☐ Yes ☒ No If yes, when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Mark O'Dea Phone Number () _____

Address _____
Street City State Zip
Taylor MI 48180

PERSONAL REFERENCES

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
Monica Alaez, ICE Agent	Available	
Jennifer Miller, Wyandotte School Teacher	Upon	
Beth Lekity, Deputy City Clerk-Wyandotte	Request	

EDUCATION

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

Have experience using a radio to communicate to others

	Name of School	City/State	Degree	Major
High School	John F. Kennedy High School	Taylor, MI	Diploma	College-Prep
College	Baker College	Flint, MI (Online)	B.S. In progress	Criminal Justice
Other	Wayne State University	Detroit, MI	N/A (transferred)	Psychology/Anthropology

EMPLOYMENT HISTORY

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

Company Name Amazon Distribution Center Employed from Nov.2015 to Current
 Address 19991 Brownstown Ctr. Drive, Brownstown, MI 48183
 Street City State Zip
 Type of Business distribution center Name of Supervisor Calvin Swinton
 Phone Number 724-288-4190 (HR) Starting Salary 11.75/hr Final Salary 12.75/hr
 Position Line Lead Reason for leaving currently employed
 Duties Performed relaying messages from manager to associates on line, making sure associates use correct safety measures, answering any questions they may have, ensuring Amazon packages are distributed on time.
 If presently employed, may we contact your supervisor? ☒ Yes ☐ No

Company Name Walgreens Employed from April 2001 to Jan 2010
 Address 419 Michigan Ave, Ypsilanti MI 48197
 Street City State Zip
 Type of Business convenience store Name of Supervisor Dave Szezdrowski
 Phone Number n/a (closed) District #: (248) 356-9732 Starting Salary 8.50/hr Final Salary 10.50/hr.
 Position Head Photo Specialist Reason for leaving Change in marital status that allowed me to focus on education
 Duties Performed Managed photo lab, provided excellent customer service, district trainer
 Have you ever been suspended or discharged from employment? ☐ Yes ☒ No
 If yes, please explain _____

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

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

APPLICANTS FOR UNION POSITIONS

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

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

Dated: 4-4-2016

Signature: Holly O'Dea

APPLICANTS FOR NON-UNION POSITIONS

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

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

Dated: 4-4-2016

Signature: Holly O'Dea



Equal Housing Opportunity/Equal Opportunity Employer



City of Wyandotte

Police Commission Meeting

Minutes – Meeting Date: August 23, 2016

The Police Commission meeting took place at Wyandotte Police Department 2015 Biddle Avenue, Wyandotte Michigan, on Tuesday, August 23, 2016. The Chairperson, Commissioner Harris, called the meeting to order at 6:03 p.m.

ROLL CALL

Present: Chief Daniel Grant
Commissioner John Harris
Commissioner Doug Melzer
Commissioner Bobie Heck

Absent: None

Recording Secretary: Alice Baker

Others Present: None

The Commission approved the minutes as recorded for the meeting held on August 9, 2016.
Approved Commissioner Heck, seconded by Commissioner Melzer.

UNFINISHED BUSINESS:

None

COMMUNICATIONS:

1. A copy of a care package and treats that had been brought to the station by the Steffes family was reviewed. The family wished to thank officers for protecting and serving the community. Chief Grant gratefully acknowledge their show of support.
Motion by Commissioner Melzer, seconded by Commissioner Heck to receive and place on file.
2. Chief Grant reported that Dan Williams had brought in a plaque for the Department along with some desserts in another show of support for the Officers by the citizens of Wyandotte.
Motion by Commissioner Heck, seconded by Commissioner Melzer to receive and place on file.

DEPARTMENTAL:

1. Full time Dispatch:

There are two full time positions available in the dispatch center. The first candidate who applied did not meet all of the qualifications to accept the position. The request for clarification from this candidate have not been answered. The second candidate, Holly O'Dea, has met all the qualifications and the Chief would like to move ahead with offering her the full time position.

Motion to approve the hiring made by Commissioner Melzer, seconded by Commissioner Heck.

2. Bills and Accounts:

A motion to approve the bills and accounts was made by Commission Heck and Seconded by Commissioner Melzer.

3. Stop Sign at Alfred and Highland:

A petition had been presented to install a stop sign in this area. After conducting a traffic study and reviewing the study with the Commission, Chief Grant would recommend that a "slow children playing" sign be installed. These findings are to be sent to the Mayor and City Council for approval.

A motion to approve the signage was made by Commissioner Melzer and approved by Commissioner Heck.

4. New employees:

Chief Grant advised the Commission that the three newly hired Officers are all on the road and appear to be doing well. There are two positions still available within the Department and the process to fill those positions will be starting soon.

ADJOURNMENT:

With no further business to come before the Commission, upon motion duly made and supported, the meeting adjourned at 6:15 p.m.

Approved by:

The Police and Fire Commission

amb

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19th 2016

AGENDA ITEM # _____

ITEM: Special Event Office- 2016 Wyandotte Street Art Fair Financial Report

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find a financial report on the 2016 Wyandotte Street Art Fair compiled by the Special Events Coordinator. This is a detailed breakdown of the financial information from this year's fair as well as over the past twelve years. I submit this report for your collective review. Should you have any questions, please do not hesitate to contact me.

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: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrysdale*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *ALT*

LIST OF ATTACHMENTS: 2016 WSAF Financial Report

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 19th 2016

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Special Event Coordinator in the following resolution.

A Resolution to receive and place on file the attached 2016 WSAF Financial Report.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman

YEAS

COUNCIL

NAYS

Fricke

Galeski

Miciura

Sabuda

Schultz

VanBoxell

[illegible]

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19, 2016

AGENDA ITEM # 8

ITEM: Request of Gilbert Rose of Chelsea Group LLC for Digital Sign at 2944 Biddle

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

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Attached are communications regarding the request from Chelsea Group, LLC, for a digital sign on the 1st Street side of the building at 2944 Biddle Avenue. City Council has the authority to confirm or reverse the decision of the Design Review Board for this sign per Section 2300.B.4 of the Zoning Ordinance.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Approve or deny the digital sign at 2944 Biddle and utilize this decision to include similar language in proposed changes to the Sign Ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Notify Chelsea of decision and incorporate decision in proposed changes to Sign Ordinance.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Concur w/ City Attorney

SDrysdale

LEGAL COUNSEL'S RECOMMENDATION: IT IS MY DESIRE TO GRANT THE REQUEST. THIS MATTER WISHES TO GRANT THE REQUEST. THIS MATTER SHOULD BE REFERRED TO THE PLANNING COMMISSION TO CONSIDER AMENDING THE SIGN ORDINANCE TO PERMIT DIGITAL MESSAGE SIGNS IN THE CBD DISTRICT. WILLIAM LARK

MAYOR'S RECOMMENDATION: *ALP*

LIST OF ATTACHMENTS: Section 2300.B.4 of Zoning Ordinance; May, 2, 2016, Council Agenda Item and April 18, 2016, Council Agenda Item.

MODEL RESOLUTION:

RESOLVED BY CITY COUNCIL WHEREAS the Design Review Board denied the application of Chelsea Group LLC (Applicant) and Newton Investment (Owner) for an electric digital message sign at 2944 Biddle Avenue, Wyandotte and the Zoning Ordinance Section 2300.B.4 allows an appeal of the decision of the Design Review Board by the City Council.

NOW THEREFORE BE IT RESOLVED, that Council approves this sign with the understanding it is approved because the sign is not visible from Biddle Avenue which will protect the harmony with the historical nature of the area which is the purpose of the Design Review Ordinance;

AND BE IT FURTHER RESOLVED further recommenda that the proposed changes to the Sign Ordinance include language for signs in the Central Business District to allow this type of sign with restrictions on locations that are not visible from Biddle Avenue; AND

BE IT RESOLVED that copies of this Resolution are to be forwarded to the City Engineer, City Planner, City Attorney, Planning Commission and Design Review Board.

instances in which the applicant objects to the decision of the review committee.

3. Requirement for approved design; nature of review. In the Design Review District no permit required under the ordinances of the city for a sign or for the erection, construction, alteration or repair of any building or structure which involves a major architectural change or a significant change to an exterior design feature shall be issued by the city unless and until the design review committee has reviewed and approved such activity. The building official may determine that no major architectural change or significant exterior design feature is involved in the work for which the approval is sought, in which case, no review by the design review committee shall be required. The building official may request a review by the design review committee where a question arises relative to whether proposed exterior changes fall within the intent of the design review ordinance and guidelines. Design review shall not apply to repair, ordinary maintenance as defined herein, or landscape activities. The building official may, however, impose requirements stated in the design guidelines when issuing permits for work that is otherwise exempt from a formal design review process.
4. Review meeting attendance and appeals. The property, business owner or a representative must be present for the design review committee meeting at which the applicant's request is being reviewed. A quorum of the design review committee (at least three (3) members) must be present for the review and action on an application. Should an application be denied, an appeal may be made to the city council.
5. Design guidelines. The design guidelines (available in the engineering and building department) established by the planning commission for the Design Review District shall serve as a guide to the design review committee in the review of plans.

C. Administration.

1. Application. As a separate and distinct part of site plan review, drawings and plans shall be submitted to the city at a scale in sufficient detail to illustrate clearly the design for which approval is sought. Such plans shall show the following:
 - (a) Existing conditions (both public and private) and natural features, all structures and uses, improvements, public streets rights-of-way, sidewalks, public and private easements and restrictions for the subject site and immediately abutting property.
 - (b) Site plans showing buildings in plan view and showing site features as they relate to property lines and to abutting properties and buildings.
 - (c) Architectural drawings of all exterior building elevations, colors of exterior walls, trims and roofs, lighting materials, ornamental, pictorial or decorative material to be used in or about the exterior of the structure.

mark

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-202**

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: May 2, 2016

MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Fricke

BE IT RESOLVED that the request from Gilbert Rose of Chelsea Group, L.L.C. to install a digital sign at 2944 Biddle Avenue, is hereby held in abeyance to allow the City Engineer, City Planner, and City Attorney to review the city's current sign ordinance in light of the recent U.S. Supreme Court case on signs.

BE IT FURTHER RESOLVED that the above persons submit their recommendations to the Planning Commission for consideration to amend the current sign ordinance if warranted.
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 May 2, 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: May 2, 2016

AGENDA ITEM # _____

ITEM: Request of Gilbert Rose for Digital Sign at Chelsea

PRESENTER: Mark A. Kowalewski, City Engineer *Mark Kowalewski 4-27-16*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The attached communication from Chelsea Group, LLC requesting a digital sign was referred to the City Engineer to provide further information with a process for Gilbert Rose to follow. This sign application was denied by the Design Review Board on March 29, 2016. Gilbert Rose, Peter Rose and Vonda Cini met with Mark Kowalewski to review the Sections of the Sign Ordinance affecting this request (see attached). In addition, Eula Grooms sent an email regarding this request (see attached). This group has a clear understanding of the process to revise the Zoning Ordinance regulating signs. They will propose alternatives to the City Engineer and City Attorney to be reviewed for proper ordinance format. Once the format is approved then the Rose's would have the option to present their request to City Council for consideration.

The group also discussed the recent United States Supreme Court decision *Reed v. Town of Gilbert, Arizona* wherein the Court clarified when municipalities may impose content based restrictions on signs. The City Planner, City Attorney and City Engineer have had preliminary discussions on the effect of this decision on Wyandotte's Ordinance. All three (3) recommend that the entire Sign Ordinance should be reviewed in its entirety to assure compliance with this decision. We would not recommend changing portions of the Sign Ordinance until this review is completed.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Receive and place on file until further review of the Sign Ordinance is completed.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Review the current Sign Ordinance

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: *W Sook*

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: April 18, 2016, Council Agenda Item and Resolution; March 29, 2016, Design Review Board Minutes; Sign Ordinance for CBD, B-1, B-2 and O-S; Sections of Design Review regarding signs; Eula Grooms email.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 2, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council that the communication from the City Engineer regarding the request of Gilbert Rose for a digital sign at 2944 Biddle Avenue, Chelsea, is hereby received and placed on file.

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	_____
_____	VanBoxel	_____

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-153**

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 18, 2016

MOVED BY: Councilperson Galeski


SUPPORTED BY: Councilperson VanBoxell

BE IT RESOLVED that the communication from Gilbert Rose of Chelsea Group LLC regarding the installation of a digital sign on the rear wall of the business located at 2944 Biddle Avenue is received and placed on file and referred to the Building and Engineering Department to report back in 2 weeks (5/2/2016) with further information with a process to be followed by Mr. Gilbert Rose of Chelsea Group LLC.

Motion unanimously carried.

ABSENT: 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 18, 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

April 7, 2016

www.chelseamenswear.com • www.willowtreefashions.com
2944 BIDDLE AVE., WYANDOTTE, MICHIGAN 48192
734.285.7020 • 734.285.0895 (FAX)

Honorable Mayor Joseph Peterson
And Wyandotte City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Mayor and Council:

For the past three years our Company has been planning to erect a digital sign on the rear (First Street) wall of our store in Downtown Wyandotte. We had set our sights on going forward with this project this year and to this end engaged AAA Sign Company of Flat Rock, and they applied for a sign permit to the Department of Engineering and Building in February. Later that month we learned that their application to erect that sign had been denied because the zoning ordinance does not permit LED signs in the CBD.

After that, in March, we had a meeting with the Design Review Board and we were turned down again. The Board cited the constraints of the ordinance and claimed that our sign would not be consistent with the historical character of the CBD, and, further, that we would utilize that sign to advertise products, and that, too, is evidently prohibited.

And so we are seeking direction and support from the Mayor and Council. We very badly want to purchase and erect this sign, and we truly believe that it can and will be extremely beneficial to the future success of our CHELSEA menswear store. I can assure you that we would not undertake an investment of this magnitude (\$25,000) if we had any misgivings about the necessity of going forward with such a project.

For your consideration, let me put forward the following arguments in support of our request:

1. Our sign is on First Street and will not be visible at all from Biddle Avenue. First Street tends to be a quiet, little-travelled street. Our sign will brighten it up and create some level of excitement, but it won't visually impinge at all on the more active "main street" areas in the CBD.
2. Though we support efforts to highlight buildings of historical significance in the CBD, the Chelsea building has absolutely no historical significance and is, in fact, rather contemporary in design. A digital sign such as we are proposing would not appear out of place on our building.
3. As to this business of advertising products and brands, we live in the 21st century and times have changed. At one time there were four men's clothing stores in our block, but today only one survives --- notice that I did not say "thrives" --- because the retail business has become a very challenged business, and, in a smallish downtown area such as we have in Wyandotte, I can assure you that it's even tougher.
4. I call your attention to Hood's Hardware at Ford and 19th Street. In 2012, Hood's asked for permission to erect not one, but two digital signs in front of their store. Although Hood's request for a permit was initially denied because digital signs were not permitted by ordinance in the B-1 zoning district, the matter ultimately went to the Planning Commission, and they unanimously recommended to Mayor and Council that the ordinance be changed to permit

- digital/LED signs in the B-1 zoning district. Mayor and Council later agreed with that recommendation, and the ordinance was so changed. Incidentally, Hood's routinely advertises products, brands and store events on their signs, and who could possibly object to that?
5. Finally, if there is a concern that a relaxation of the ordinance would lead to a proliferation of such signs in the CBD, the sheer cost of these things is something of a natural impediment. Not everyone wishes to invest \$25,000 in such a sign. Plus, we already have two LED signs in the CBD (First United Methodist Church and Yack Arena), neither of which is tacky or unsightly, nor have they led to a spate of requests for LED signs in Downtown Wyandotte, to the best of my knowledge. Furthermore, the Hood's signs didn't result in a spawn of similar signage up and down Ford Avenue, I don't believe.

In summary, we not only want to have this sign; we *need* to have this sign. You all know us. Our company has been in Downtown Wyandotte since 1943. I've personally been here since 1962. We love the town and have responsibly and consistently demonstrated that caring and affection over the years. Part of our plan is to promote downtown activities like 3rd Fridays, Flicks on Bricks, the Farmers' Market, the Street Art Fair and similar events with this sign. But, admittedly, the real reason to have this sign is to sustain, and hopefully grow our business, and for that we request and need your support.

In 2012 the City of Wyandotte found a sensible solution to the Hood's signage dilemma. I'm hopeful that Mayor and Council will find a way to similarly accommodate this request.

Yours very truly,

THE CHELSEA GROUP LLC



Gilbert E. Rose

Enclosure: Photo/Mock-up of proposed sign.

88"

46"



CHELSEA

THE MENS STORE

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.

Common Geometric Shapes & Formulas To Determine Sign Area

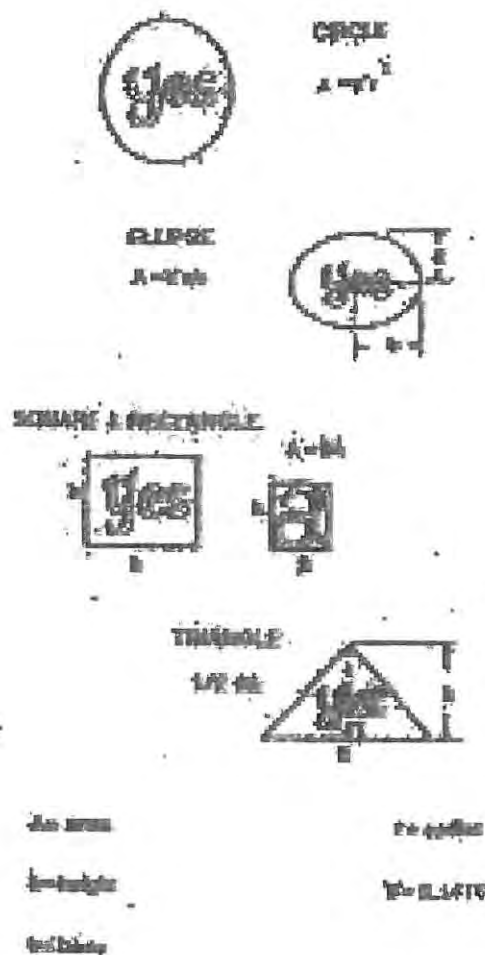


Fig. 38

- F. Permitted signs by zoning district. All signs in the Design Review District shall require design review (Article XXIII).
1. CBD Central Business Districts sign types allowed and standards:
 - (a) Wall signs which project no more than fifteen (15) inches from the building face, nor extend higher than whichever of the following is lowest:
 - (1) Twenty-five (25) feet above grade.
 - (2) The sills of windows located above the first story.

(3) The lowest point of a gable, hip or shed roof.

- (b) Projecting signs must project at right angles to the building, shall have no more than two (2) faces, and project no more than five (5) feet from the face of the building. Only one (1) projecting sign will be allowed at each entrance to a business establishment and that business must occupy a minimum of eighteen (18) feet of frontage.

The bottom of the sign must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:

- (1) Twenty-five (25) feet above grade.
- (2) The sills of the first level of windows above first story.
- (3) The lowest part of the roof.

No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.

The area of each sign may not exceed twenty-four (24) square feet for each sign face, unless the sign includes a public message device (such as a time and temperature sign). In the case of a public message device, an additional ten (10) square feet on each face is allowed.

No exposed guy wires or turnbuckles are allowed on a projecting sign.

- (c) Window signs: A permanent sign on the inside of the glass of a window shall not exceed thirty (30) per cent of the window area on the section of the building front occupied by the business the sign advertises. Any permanent sign in ground floor windows must be included in calculating the total area of signage for that building.
- (d) Painted on signs shall not be allowed on the sides of buildings. Painted on signs must be applied to the front of the buildings and will be included in the total area of signage for that building. Sides of buildings abutting streets or parking lots shall be treated the same as building fronts.
- (e) Awning, canopy and marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
 - (1) Lettering or letters shall not project above, below or beyond the vertical drip of the awning or canopy.
 - (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
 - (3) The sign message may include lettering to indicate only the street number, the name and kind of business, services or facility conducted on the premises not including product or brand names,

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Sic
CB

the year the business was established, a slogan, the hours of operation time, temperature, and lettering that is part of a trademark.

- (4) No awning, canopy or marquee sign shall extend below a minimum height of seven feet six inches (7' - 6").
- (5) The area of such sign shall be limited as part of the total sign area for all signs permitted.
- (6) Backlighting of an awning or marquee shall be prohibited.
- (f) Temporary window signs are allowed only on the inside of the window and only if they advertise special sales or events lasting no more than fifteen (15) days. They shall occupy no more than thirty (30) per cent of the area of the window in which they appear.
- (g) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per business. A hold harmless agreement must be obtained through the engineering and building department by the property owner and operator of the business being advertised. Such sign shall be securely anchored to prevent movement by wind forces.
- (h) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty-four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time.

Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

- (i) Standards for all CBD signs:
 - (1) For all new construction or remodeling of buildings, the name of the owner and date of construction or the historic name and date of construction shall be indicated on the building above the highest building window or on the cornerstone of the building.

2402
Sk
C'

- (2) Sign message: A sign may include lettering to indicate only the street number, the name and kind of business, services or facility conducted on the premises, the year the business was established, a slogan, the hours of operation, time, temperature, and lettering that is part of a trademark.
- (3) Trademarks: The registered trademark of a specific product may occupy no more than twenty-five (25) per cent of the area of a sign face unless the sale of the specific product is the major business conducted on the premises.
- (4) Lighting: Signs shall be lighted only with a continuous light. Flashing lights are prohibited.
- (5) Motion: All signs must be stationary.
- (6) Supports: No supports for a sign may extend above the cornice line of the building to which it is attached.
- (7) Maximum allowable sign area square footage.

Multiply building frontage	By	Building setback from centerline of street:
Building frontage	× 2	0—99 feet
Building frontage	× 4	100—399 feet
Building frontage	× 5	400 or more feet

* If a use has less than twenty-five (25) feet of building frontage and the building front is ninety-nine (99) feet or less from the centerline of the street it faces, it is allowed a maximum of fifty (50) square feet of permanent sign area.

The distance of a sign on or under a canopy, marquee or awning from the centerline of the abutting street should be computed as if the sign were on the building face to which the canopy is attached.

- (8) Exemption from area requirements: Temporary signs, directional signs, and permanent signs in windows above the first floor. Permanent signs in windows above the first floor shall meet the sign requirements of this ordinance under subsection F.1(c).
- (9) Abandoned sign: Sign support structures abandoned and no longer supporting a sign shall be removed by the building owner within thirty (30) days after receiving notice to do so from the city. Should

the owner fail to comply, the city shall proceed with Article XXXII of this ordinance.

(10) Sign abatement: Notwithstanding other provisions of this ordinance, the city shall require the abatement of the following signs or sign devices within five (5) days from the date of notification.

i. Signs, flags or pennants that identify or advertise a person, product or business, no longer located at the premises at which the sign is located.

ii. Temporary signs or portable signs.

2. O-S, B-1, B-2 Districts sign types allowed: Wall, awning, canopy, freestanding, ground, marquee, projecting, pole, window, vehicle and temporary (except on outdoor cafe enclosures) as defined in this ordinance and subject to the following conditions and subject to design review when located in the design review district.

(a) Ground sign.

(1) One (1) ground sign shall be permitted having a sign area of not more than forty (40) square feet for each sign face. On corner lots, two (2) such signs are permissible where business fronts both streets. Such sign shall not exceed six (6) feet in height.

(2) Not more than one (1) ground sign may be erected accessory to any one (1) development regardless of the number of buildings, separate parties, tenants or uses contained therein. On corner lots, two (2) such signs are permissible where business fronts both streets.

(3) No ground sign shall be located nearer than five (5) feet to any existing or proposed right-of-way line.

(4) Ground signs shall be utilized only for identification of the uses allowed in the zoning district and shall not be utilized to advertise products for sale.

(5) Ground signs may be illuminated with a continuous light only.

(b) Pole.

(1) To be allowed only when a ground sign cannot be erected due to building location or other site constraints and upon approval of the planning commission.

(2) One (1) pole sign may be erected accessory to any one (1) development regardless of the number of buildings, separate parties, tenants or uses contained therein.

(3) It shall be unlawful to erect any pole sign to a height greater than thirty (30) feet above the level of the street upon which the sign faces. The distance from the ground to the bottom shall be not less

than eight (8) feet and shall be so erected ~~as~~ to not obstruct traffic vision. The area of such sign shall not exceed one hundred twenty (120) square feet for each sign face.

- (4) Signs may be illuminated with a continuous light only.
 - (5) Time and temperature signs shall be permitted.
 - (6) All letters, figures, characters, items or representations in cutout or irregular form, maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.
 - (7) Loose or missing letters, figures, characters or items shall constitute a maintenance violation.
 - (8) All pole signs shall be securely built, constructed and erected upon posts and standards at least forty-two (42) inches below the material surface of the ground and shall be embedded in concrete. Wood or wood products shall be of wolmanized or equal treatment.
- (c) Projecting.
- (1) One (1) projecting sign may be erected at each entrance to a business or office establishment.
 - (2) Projecting signs must project at right angles to the building and have no more than two (2) faces, and project no more than five (5) feet from the face of the building.
 - (3) The bottom of the sign projecting must be at least ten (10) feet above ground level and its top may not extend higher than whichever of the following is lowest:
 - i. Twenty-five (25) feet above grade.
 - ii. The sills of the first level of windows above first story.
 - iii. The lowest part of the roof.
 - (4) No projecting signs shall be attached to roofs, chimneys, smokestacks, elevator towers, penthouses, etc.
 - (5) The area of each projecting sign may not exceed twenty-four (24) square feet for each sign face, unless the sign includes a public message device (such as a time and temperature sign). In the case of a public message device, an additional ten (10) square feet on each face is allowed.
 - (6) No exposed guy wires or turnbuckles are allowed on a projecting sign.
- (d) Wall.
- (1) Wall signs may be provided on all street sides, parking lots sides or alley sides of a building. The total sign area of wall signs on any

one (1) wall shall not exceed ten (10) per cent of the wall surface of such wall. Where a single principal building is devoted to two (2) or more business, offices or commercial uses, the operator of each such use may install a front wall sign. The maximum area of each such sign shall be determined by determining the proportionate share of the allowed signage for the principal building occupied by each such use and applying such proportion of the total sign area permitted for each tenant or the per cent agreed to by the occupants, the total not to exceed the above area limitations for the district in which such building is located. It is the applicant's responsibility to provide the required information when applying for a sign permit. In those instances where a change of tenancy occurs which presents a hardship in providing signage based on this requirement, the zoning board of appeals may vary these provisions.

- (2) Signs may be illuminated with a continuous light only. Illuminated signs shall not be permitted on the alley side of a building.
- (3) Time and temperature signs shall be permitted.
- (4) Materials required: All wall signs of a greater area than fifty (50) square feet shall have a surface or facing of noncombustible material.
- (5) Limitation on placement. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- (6) Projection and height. No wall sign shall have a greater thickness than twelve (12) inches measured from the wall to which it is attached to the outermost surface. Wall signs may project over the public right-of-way not to exceed twelve (12) inches provided a clearance of not less than seven feet, six inches (7', 6") is maintained below such sign if such sign projects more than four (4) inches. Such sign shall not project above the roofline.
- (7) Supports and attachments: All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws.

In no case shall any wall sign be secured with wire, strips of wood or nails. The method of attachment shall be stated on the permit application.

- (e) Awning, canopy and marquee. Letters may be painted or otherwise affixed to any permissible awning, canopy, or marquee subject to the following regulations:
 - (1) Lettering or letters shall not project above, below or beyond the physical dimensions of the awning or canopy.

- (2) Lettering on a marquee shall not extend beyond the geometric figure which encloses the sign message.
- (3) No awning, canopy or marquee sign shall extend below a minimum height of seven feet, six inches (7', 6").
- (4) The area of such sign shall be limited as part of the total sign area for all signs as provided in subsection (d)(1) above.
- (f) Window. Window signs shall not exceed thirty (30) per cent of the glass area of the window area on the section of building front occupied by the business at that location.
- (g) Vehicle signs.
 - (1) Vehicle signs shall not be displayed nearer than twenty-five (25) feet to any property line.
- (h) Temporary or real estate signs.
 - (1) For sale or rental of individual units, there shall be no more than one (1) such sign, except that on a corner lot two (2) signs with one (1) facing each street, shall be permitted. No such sign shall exceed six (6) square feet in area for each sign face of such sign. All such signs shall be removed upon occupancy.
 - (2) Signs advertising buildings under construction may be erected for the period of construction and shall not exceed a face area of sixty-four (64) square feet for each sign face of such sign. Such signs shall be erected on the building or lot where such construction is being carried on and shall advertise only the architect, engineer contractor, subcontractor, building or materials and equipment used, and proposed use.
 - (3) Temporary window signs are allowed only on the inside of the window and only if they advertise special sales or events lasting no more than fifteen (15) days. They shall occupy no more than thirty (30) per cent of the area of the window in which they appear.
 - (4) No temporary sign shall be strung on a building exterior or on a sign structure or across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the city council.
 - (5) Temporary signs found by the building official to be in torn or damaged condition must be removed by the owner within three (3) days after receipt of notice to do so from the building official. Temporary signs found to be unsafe shall be removed immediately upon receipt of notice by the city.
 - (6) "A" frame temporary sign provided they do not exceed six (6) square feet of sign area per sign face and shall be located so as to not obstruct pedestrian traffic. One (1) sign shall be allowed per

business. A hold harmless agreement ~~must~~ be obtained through the engineering department by the property owner and operator of the business being advertised. Such ~~sign~~ shall be securely anchored to prevent movement by wind ~~forces~~.

0-
B
B

(i) Billboards.

- (1) Billboards not exceeding two hundred (200) square feet per sign face are permitted only in B-2 Districts on Fort Street and shall be located no nearer than three thousand (3,000) feet between such billboards with a maximum height of thirty (30) feet. Billboards shall not be animated and lighting shall be continuous.

(j) Attention-getting devices.

- (1) Attention getting devices including searchlights, balloons, banners (provided payment of the required fee for the banner is made, and the banner may not be placed on outdoor café enclosures) and similar devices or ornamentation designed for purposes of attracting attention, promotions or advertising, are allowable. A banner or multiple banners, shall be allowed on each street, parking lot or alley side of the building, and shall not exceed twenty-four (24) square feet in area per banner or twenty-four (24) square feet total for all banners on each side of building, except only one (1) banner shall be allowed on the front of the building and shall not exceed twenty-four (24) square feet in area. All banners and signs cannot exceed ten (10) per cent of the wall area. A maximum two (2) banners on any wall, except the front wall, and no more than five (5) banners shall be allowed at one (1) time.

Attention-getting devices except banners as described above shall be allowed for up to three (3) separate thirty-day periods in a calendar year.

Feather banners are not permitted.

(k) Changeable message signs.

- (1) Changeable message signs are permitted only in B-1 and B-2 Zoning Districts.
- (2) Changeable message signs shall only be permitted as ground, wall or pole signs.
- (3) An electronic changeable message sign shall be limited to announcing only prevailing eastern standard time and the local temperature in Fahrenheit or Celsius, or limited to the electronic display of a non-flashing or nonmoving message that shall remain unchanged for at least five (5) continuous seconds before it is replaced by another message. Electronic changeable messages shall be part of the total square footage of display area permitted for the sign even if the message is contained in a separate cabinet,

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Sign

O-S, B-1, B-2

PD

I-1, I-2,

P-1,

RA, RU,



except the face of the message shall not consume more than sixty (60) per cent of the total permitted display area of the sign.

3. PD District sign types allowed.

- (a) Sign types and uses allowed for the uses designated for the area as portrayed in the master plan for future land use shall be allowed provided the planning commission may make a determination as to sign size and type most suitable to the promotion of the objectives of the PD District. Signs located in the Design Review District (section 2300) shall require design review.

4. I-1, I-2, I-3, IRO Districts Sign Type Allowed.

- (a) All sign types allowed and as controlled for O-S, B-1 and B-2 Districts except billboards and subject to design review when located in the Design Review District (see section 2300).

5. P-1 Parking Districts sign types allowed.

- (a) Pole and wall signs are permitted in parking districts subject to the following conditions and subject to design review when located in the Design Review District (see section 2300):

- (1) One (1) entrance and one (1) exit sign for each access way to the parking lot shall be allowed and one (1) conditions of use sign for each parking lot shall be allowed.
- (2) Signs shall not exceed nine (9) square feet in area for each sign face of such sign nor an overall height above ground of nine (9) feet.
- (3) Signs as required by the building code.

6. RA-RU-RT Districts sign types allowed.

- (a) Wall, real estate and temporary signs, as defined in this ordinance, provided such signs shall not be illuminated unless otherwise provided for in this ordinance and subject to the following conditions by sign type and subject to design review when located in the Design Review District (see section 2300):

(1) Wall signs.

- (i) Dwelling nameplate. For each dwelling unit, one (1) nameplate not exceeding one (1) square foot in area indicating name and/or house number of occupant.

- (2) Real estate signs. One (1) real estate sign not exceeding ten (10) square feet in area for each sign face of such sign. Real estate signs shall not be placed on public property between the sidewalk and street curb.

(3) Temporary signs.

ARTICLE XXIII. - DESIGN REVIEW

Sec. 2300. - Design review.

Design review is required in order to: Provide for the orderly development and redevelopment in the Design Review District, the boundaries of which are defined on the Design Review District map (located at the end of this section 2300); maintain and enhance property values; promote the health, safety and welfare of the community by facilitating development where the physical, visual and spatial characteristics are established and reinforced through appropriate design in harmony with the historic character of the area; provide for a design review committee of the planning commission to act in the application of this provision; encourage creativity in the development and redevelopment of property in the Design Review District; and to ensure the standards and guidelines established by the ordinance are administered so as to encourage the disposition of development proposals without undue delay or cost to property owners in the district.

- A. Definitions. Because many of the words or terms used in design review are not in common usage, or they could be misconstrued as to meaning, the following definitions are to be used in the context of the use of this section. Terms not herein defined shall have the meaning customarily assigned to them, unless otherwise defined in this ordinance.
1. Appearance. The outward aspect of a building structure or site visible to the public.
 2. Appropriate. Sympathetic, or fitting, to the context of the site and the whole community.
 3. Appurtenances. The visible, functional objects accessory to and part of buildings.
 4. Architectural concept. The basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development, which produces the architectural character.
 5. Architectural feature. A prominent or significant part or element of a building, structure, or site.
 6. Architectural style. The characteristic form and detail, as of buildings of a particular historic period.
 7. Design Review District. The area designated on the Design Review District map of this ordinance.
 8. Character. The combination of traits which, when considered together, distinguish specified land and/or development from other specified land and/or development. In assessing character, the following may be considered, along with any other expressly identified factors:

- (j) Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.
- (k) Refuse and waste removal areas, service yards, storage yards' and exterior work areas shall be screened from view from public ways, using materials as stated in criteria for equipment screening.
- (l) Inappropriate, incompatible, bizarre, and exotic designs shall be avoided.
- (m) To the extent reasonably feasible, the building design shall not be inconsistent with the character (as defined in this ordinance) of the area.

F. Signs. The provisions of the zoning ordinance in regard to signs shall be part of the criteria of this subsection. In addition to zoning ordinance standards, the design guidelines (available in the engineering and building department) established by the planning commission shall serve as a guide for sign design.

1. Wall signs shall be part of the architectural concept. Size, color, lettering, location, and arrangement shall be harmonious with the building design, and shall be compatible with signs in conformance with zoning standards on adjoining buildings. Signs shall have good proportions.
2. Identification signs of a prototype design shall conform to the criteria for signs.
3. Materials used in signs shall have good architectural character and be harmonious with building design and surrounding landscape.
4. Every sign shall have good scale in its design and in its visual relationship to buildings and surroundings.
5. Colors shall be used harmoniously. Brilliant colors shall be avoided. Lighting shall be harmonious with the design. If external spot or ground lighting is used, it shall be arranged so that the light source is shielded from view.

G. Miscellaneous structures and street hardware.

1. Miscellaneous structures include any structures, other than buildings, visible to view from any public way or ways. Street hardware includes all objects not commonly referred to as structures and located in streets and public ways and outside of buildings.
2. Miscellaneous structures and street furniture located on private property shall be designed to be part of the architectural concept of design and landscape. Materials shall be compatible with buildings, scale shall be good, colors shall be in a harmony with buildings and surroundings, and proportions shall be attractive.

Mark Kowalewski

From: Eula Grooms <ejgrooms@yahoo.com>
Sent: Monday, April 25, 2016 5:40 AM
To: Mark Kowaleski
Subject: Downtown Signage

Mark,

Just my thoughts on all signs in downtown Wyandotte (speaking as a member of the Wyandotte Cultural and Historical Commission as well as a private citizen).

One business is not more important than another. While it is important to change with the times, it is just as important to do so in a way that allows us to keep that old time charm and feel. Individual research should be done (by an organized group? Hired firm?) on why each particular business is or is not successful, especially as it relates to advertising. What is the desired end result? Allowing signage to go up without appropriate research is negligence. Signage is important especially for visitors to our area. Style, size, location and type are things that have to be considered when a selection is made but it must be on an informed decision. Neighboring businesses must be considerate of one another. Signage wars are offensive to the entire community. Care should be given to keep our downtown unique. City Council needs to be armed with appropriate research to make a responsible decision. A fact finding group should be formed and this issue addressed as it will continue to resurface. It's irresponsible to order a sign without knowing it's full impact on not only your business but of those around you.

I appreciate your time and would be happy to help in any way that I can.

Yours in the love of all things vintage.
Eula Grooms

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19, 2016

AGENDA ITEM # 9

ITEM: Purchase Agreement to sell City owned property known as former 1727-1735 4th Street now known as 1731 4th Street

PRESENTER: Mark A. Kowalewski, City Engineer and Thomas Woodruff, City Assessor

BACKGROUND: The former 1727-1735 4th Street was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home. It was placed on the MLS and "for sale" sign was placed on the property. The recommendation is to sell said lot to Matthew and Rachel Bellehumeur for the construction of a single family home consisting of approximately 2,028 square feet, 3 bedrooms, 2 ½ baths, full basement and the exterior will be brick, vinyl siding and shaker siding. The home will have an attached garage that extends six (6') feet past the living area of the home which meets the Zoning requirements, but does not meet the requirements of the Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home, Building Features c.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing effects 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: n/a

IMPLEMENTATION PLAN: Execute Purchase Agreements and close on properties.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

S. Dunsdale

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

MAYOR'S RECOMMENDATION:

Jeff

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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 19, 2016

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer and City Assessor regarding the City owned property located at former 1727-1735 4th Street now known as 1731 4th Street 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 1727-1735 4th Street now known as 1731 4th Street to Matthew and Rachel Bellehumeur for the amount of \$10,000.00; AND

BE IT FURTHER RESOVLED that if the Purchasers, Matthew and Rachel Bellehumeur, 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 1727-1735 4th Street now known as 1731 4th Street, between Matthew and Rachel Bellehumeur and the City of Wyandotte for \$10,000 as presented to Council on September 26, 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	_____

PURCHASE AGREEMENT

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

Lots 40, 41 and 42 Roehrig's Subdivision, as recorded in Liber 24 Page 23, of Plats, Wayne County Records being known as the former 1727-1735 4th Street now known as 1731 4th Street, and to pay therefore the sum of **Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars**, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$10,000 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.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close. 4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Purchaser's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Seller's Default	
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Possession	
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

	9. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.
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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 2,028 square feet as indicated on Attachment A with 3 bedrooms, 2 ½ bathrooms.
 - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 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 brick, vinyl siding, and shaker siding.
 - 2 Car attached garage.
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.

Matthew Bellehumeur
Purchaser

Rachel Bellehumeur
Purchaser

Dated: 9/11/2016

CITY OF WYANDOTTE, Seller

Joseph R. Peterson, Mayor

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

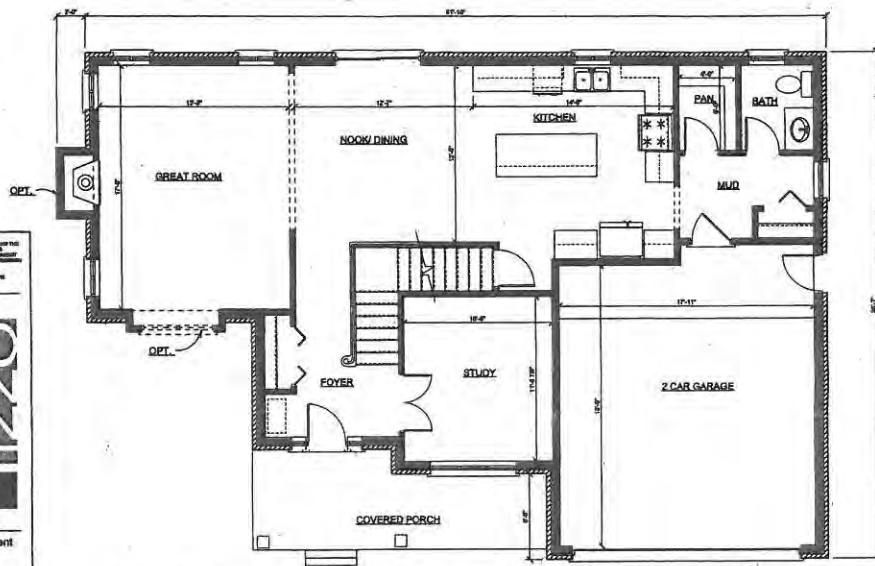
Dated: _____

Legal Department Approval _____

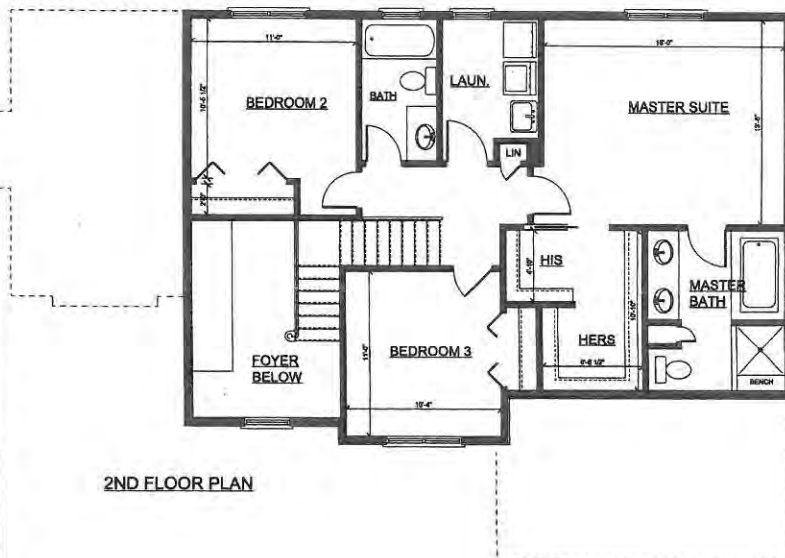
Attachment A



FRONT ELEVATION



1ST FLOOR PLAN
2028 S.F. TOTAL



2ND FLOOR PLAN

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, 3200 Biddle Avenue, Michigan, 48192 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Separate Proposals

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

Expeditious Agreement

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

Terms of Sale

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

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

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

As Is Condition

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

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

Title Insurance

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

Taxes and Prorated Items

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

Neighborhood Enterprise Zones (NEZ)

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

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

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

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

Closing Fee

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

Subdivision Precluded

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

Dirt Removal

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

Subject to Easement

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

Building Permit Prior to Closing

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

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

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

Timely Development

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

Guideline Price Not Binding

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

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

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

Reservation

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

REQUIREMENTS

Sales Price

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

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

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

Disclosure and Anti-Collusion

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

Deposit

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

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

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

Evaluation

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

Equalization Factor

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

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

Proof of residency will be required upon request.

BUILDING REQUIREMENTS

Harmony with Adjoining Residential Properties

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

Building Features

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

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

Suggested Minimum Features

One Story Building Minimum Features:

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

Two Story Building Minimum Features:

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

Corner Lots:

- a. Wrap around porches

BUILDING REQUIREMENTS

Required Feature

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

Standards

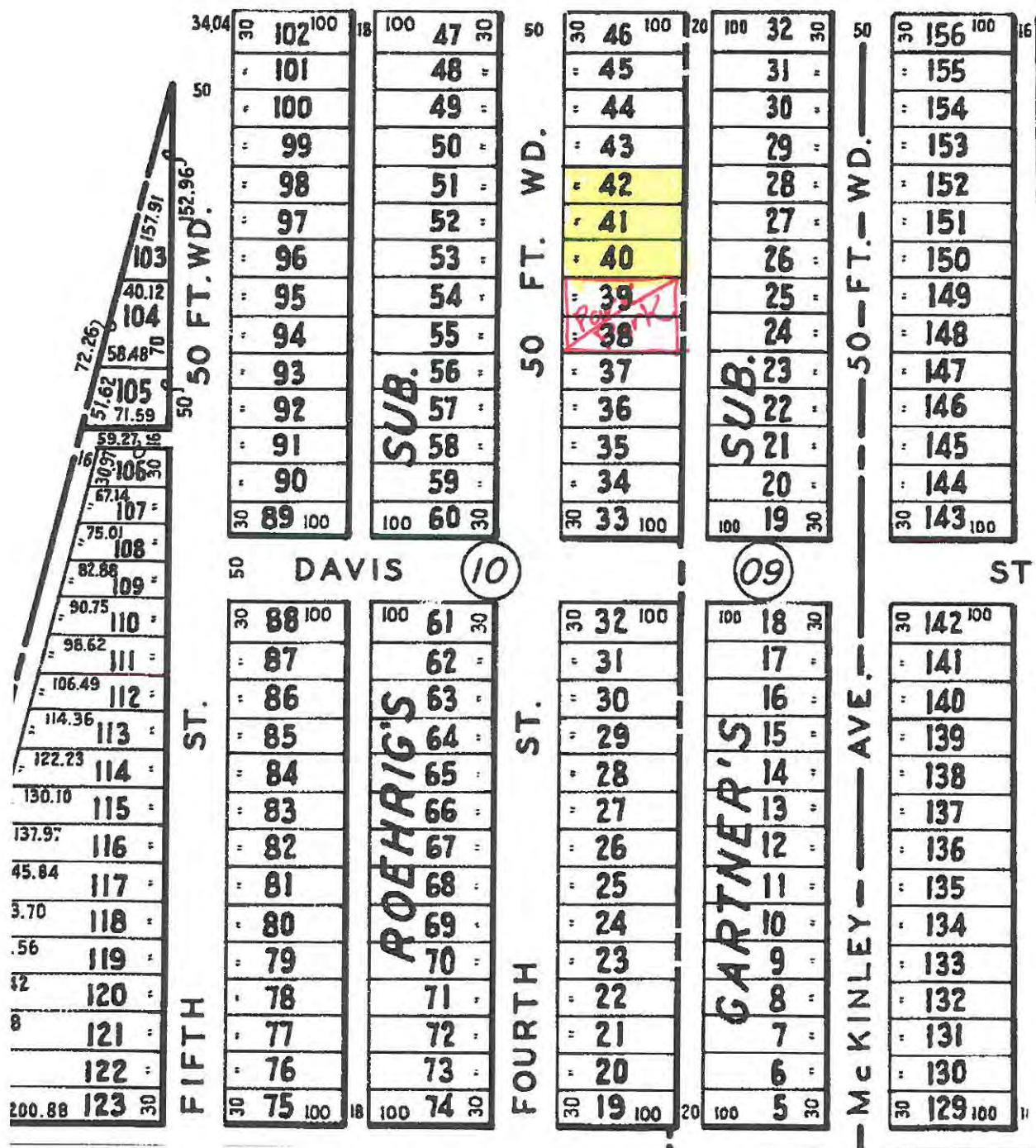
Purchaser understands that development of the property is subject to all the current codes and ordinances of the City of Wyandotte applicable for construction and use, such as the following:

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

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

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

006100005002



1735 4th Street - LOTS 40 and 41 ROEHRIG'S SUB T3S R11E L24 P23 WCR LOT SIZE: 60' X 100'

1727 4th Street - LOT 42 ROEHRIG'S SUB T3S R11E L24 P23 WCR LOT SIZE: 30' X 100'

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19, 2016

AGENDA ITEM # 10

ITEM: Neighborhood Enterprise Zone (NEZ) for former 1727-1735 4th Street now known as 1731 4th Street, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer



BACKGROUND: This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. The Purchasers, Matthew and Rachel Bellehumeur are requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) exemption certificate for the home being constructed on the property known as former 1727-1735 4th Street now known as 1731 4th Street. This request is consistent with the Resolution adopted December 7, 1992.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the 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 neighborhood.

ACTION REQUESTED: Adopt a resolution concurring with recommendation to approve the NEZ application subject to the proper application materials being submitted to the City and the project's compliance with the NEZ Act, Act 147 of 1992, as amended.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Forward Resolution to and application to Michigan Department of Treasurer

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Resolution Establishing NEZ Zone
Application for Neighborhood Enterprise Zone Certificate

RESOLUTION

Wyandotte, Michigan

Date: September 19, 2016

RESOLUTION by Councilperson _____

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 1727-1735 4th Street is within the City of Wyandotte's Neighborhood Enterprise Zone #3 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of September 19, 2016, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 1727-1735 4th Street now known as 1731 4th Street, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

WHEREAS the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12 year Neighborhood Enterprise Zone Certificate.

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	_____

Application for Neighborhood Enterprise Zone Certificate

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

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

STATE USE ONLY	
▶ Application No.	▶ Date Received

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Matthew and Rachel Bellehumeur		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 1731 4th Street		Amount of years requested for exemption (6-15) 12	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Wyandotte	State MI	ZIP Code 48192	
Name of City, Township or Village (taxing authority) Wyandotte		Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
County Wayne	School District Wyandotte		
Name of LGU that established district Wyandotte City Council		Name or Number of Neighborhood Enterprise Zone NEZ #3	Date district was established 12/07/1972
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit)	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. construct a single family home with 2,028 square feet, full basement, 3 bedrooms, 2.5 bathrooms, attached garage.			
Timetable for undertaking and completing the rehabilitation or construction of the facility. Start construction fall 2016 complete and spring/summer 2017			
PART 2: APPLICANT CERTIFICATION			
Contact Name Kelly Roberts	Contact Telephone Number (734) 324-4555		
Contact Fax Number (734) 556-3179	Contact E-mail Address kroberts@wyan.org		
Owner/Applicant Name Matthew and Rachel Bellehumeur	Owner/Applicant Telephone Number (313) 320-3354		
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 3127 Bailey Avenue, Lincoln Park, MI 48146	Owner/Applicant E-mail Address mattbellehumeur@gmail.com		
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature <i>Matthew J. Bellehumeur</i> <i>Rachel J. Bellehumeur</i>		Date 9/11/2016	

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.

☐ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.

Name of LGU

City of Wyandotte

Name of Assessor (First and last name)

Thomas Wooddruff

Telephone Number

(734) 324-4510

Fax Number

(734) 556-3179

E-mail Address

assessor@wyan.org

I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.

Assessor's Signature

Date

PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)

Action taken by LGU:

- ☒ Exemption Approved for _____ Years (6-15)
- ☐ Exemption Approved for _____ Years (11-17 historical credits)
- ☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

The State Tax Commission requires the following documents be filed for an administratively complete application:

- ☐ 1. Original Application
- ☐ 2. Legal description of the real property with parcel code #
- ☐ 3. Resolution approving/denying application (include # of years)
- ☐ 4. **REHABILITATION APPLICATIONS ONLY.**
Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Clerk's Name (First and Last)

Lawrence S. Stec

Telephone Number

(734) 324-4563

Fax Number

(734) 556-3179

E-mail Address

lstec@wyan.org

Mailing Address

3200 Biddle Avenue

City

Wyandotte

State

mi

ZIP Code

48192

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Clerk Signature

Date

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

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

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

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

City of Wyandotte Michigan

3131 BIDDLE AVENUE 48192

(313) 248-4440

FAX: 248-4519 Administration

FAX: 248-4498 Clerk's Office

JAMES R. DeSANA, MAYOR

OFFICIALS

WILLIAM R. GRIGGS

CITY CLERK

ANDREW A. SWIECKI

CITY TREASURER

CHARLES F. BOSMAN

CITY ASSESSOR

COUNCIL

RICHARD T. KELLY

JOHNNY A. KOLAKOWSKI

SAM A. PALAMARA

MARK A. PARYASKI

HELEN M. SAWICKI

MARTIN J. SHIMKUS

December 8, 1992

Peter J. McInerney
Director of Community Development
City of Wyandotte

RESOLUTION

By Councilperson Sam A. Palamara
Supported by Councilperson Mark A. Paryaski

RESOLVED by the City Council that WHEREAS, pursuant to Act No. 147 of the Public Acts of 1992, the City of Wyandotte is authorized to provide for the creation of neighborhood enterprise zones; and WHEREAS, the Act requires that the Council hold a public hearing not later than 45 days after the Clerk notifies the Assessor and each taxing unit that levies ad valorem property taxes in a proposed zone; and WHEREAS, the Clerk notified each taxing unit by October 7, 1992 of the public hearing scheduled for November 16, 1992 and such hearing was held; and WHEREAS on July 6, 1987, the City of Wyandotte adopted Ordinance No. 820 requiring the registration, inspection and Certificates of Compliance for all rental dwellings; and WHEREAS, on March 21, 1988, the City of Wyandotte adopted Ordinance No. 840 requiring the inspection and Certificates of Approval for building code compliance of all one and two family dwellings prior to sale or transfer in the City of Wyandotte; NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Council acknowledges receipt of the Assessor's report stating the amount of the true cash value of the property located within each proposed neighborhood enterprise zone as follows: Zone No. 1 - \$10,797,680.00; Zone No. 2 - \$8,063,980.00; Zone No. 3 - \$9,141,140.00
2. The Council hereby finds that proposed Zone Nos. 1 and 2 are both consistent with the Master Plan for Future Land Use - Southeast Neighborhood, as revised on December 17, 1987; and that said Zone Nos. 1 and 2 are consistent with the City's neighborhood preservation and economic development goals for the McKinley School Area.
3. The Council hereby finds that proposed Zone No. 3 is consistent with current efforts to revise the Master Plan for Future Land Use - Garfield School Area as approved by the City Council on March 2, 1992; and that said Zone No. 3 is consistent with the City's neighborhood preservation and economic development goals for that portion of the Garfield School Area.

4. The Council hereby states that the City's goal for residential areas is as set forth in the Master Plan for Future Land Use, as revised on December 17, 1987, which states "Preserve and continuously improve the residential area and provide for a cross section of high quality housing suitable for all segments of population while maintaining emphasis on the single-family home."

5. The Council hereby designates Neighborhood Enterprise Zone No. 1 for both new and rehabilitated facilities as that area described in Attachment "A" hereto which area consists of approximately 62.203 acres and which includes the following properties which were inadvertently omitted from the Notice of Hearing approved by the Council on October 5, 1992: Lots 1, 2, 3 and 4 plus 20 ft. alley, and Lots 12 and 13, Block 111, Plat of Blocks 111 and 132, Liber 1, Page 305, Wayne County Records.

6. The Council hereby designates Neighborhood Enterprise Zone No. 2 for both new and rehabilitated facilities as that area described in Attachment "B" hereto which area consists of approximately 51.320 acres and which includes the following properties which were inadvertently omitted from the Notice of Hearing approved by the Council on October 5, 1992: Lots 15 and 16, Block 12 "Garfield Place" Liber 14, Page 80, Wayne County Records.

7. The Council hereby designates Neighborhood Enterprise Zone No. 3 for both new and rehabilitated facilities as that area described in Attachment "C" hereto which area consists of approximately 38.054 acres.

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

YEAS: Councilmembers Kolakowski, Palamara, Paryaski, Sawicki, Shimkus
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at a regular meeting held on December 7, 1992.

WILLIAM R. GRIGGS
CITY CLERK

cc: Dir. Mkt./Plan
City Assessor
City Engineer
City Treasurer
W.C. Intermediate School District
W.C. Community College District
Wyandotte School District
W.C. Bureau of Taxation
W.C. Board of Commissioners
W.C. Executive
Huron Clinton Metro Park Authority

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19, 2016

AGENDA ITEM # 11

ITEM: Sale of the City Owned Property Former 3374 13th Street

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: This property was purchased with TIFA Area Funds. Recommendation is to sell 20 feet the Former 3374 13th Street to the adjacent property owners at 3366 13th Street, for the amount of \$1,000.00 which is based on \$50 per front footage. The combination of the two (2) parcels will result in one (1) parcel measuring 60' x 77' and sell 20 feet to the adjacent property owners at 3382 13th Street, for the amount of \$1,000.00 which is based on \$50 per front footage. The combination of the two (2) parcels will result in one (1) parcel measuring 60' x 77'.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved a closing will be scheduled.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Reviewed Purchase Agreement as to form and approved W. Look

MAYOR'S RECOMMENDATION:



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

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreements to sell 20 feet the former 3374 13th Street to the adjacent property owners at 3366 13th Street for the amount of \$1,000.00 and sell 20 feet the adjacent property owners at 3382 13th Street for the amount of \$1,000.00; AND

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

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	_____

LOOK, MAKOWSKI and LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET

William R. Look
Steven R. Makowski

WYANDOTTE, MICHIGAN 48192-5390
(734) 285-6500
FAX (734) 285-4160

Richard W. Look
(1912-1993)

OFFER TO PURCHASE REAL ESTATE

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:
North 20 feet of Lot 22, Whitcomb Subdivision, as recorded in Liber 30, Page 27 of Plats, WCR being known as the Part of the former 3374 13th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One Thousand Dollars 00/100 (\$1,000.00) 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 Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
Time of Closing	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u> If the Seller occupies the property, it shall be vacated on or before _____ closing _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Author- ization	<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>

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

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

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 property thereon and acknowledges the receipt of a copy of this offer.

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 3366 13th Street. 3. Purchaser is responsible for all closing fees including, title premium, combination fee of \$30.00 and recording fees. Closing fees will be due at time of closing. 4. Property is being purchased in an "as is" condition.

IN PRESENCE OF:

Purchaser

_____ L. S
Purchaser

Phone: (734) 284-3857

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.

Seller

By: _____

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

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.

L.S.

Dated:

Phone 734-324-4555

PURCHASER'S RECEIPT FOR ACCEPTED OFFER
The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated

Purchaser

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

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

The south 20 feet of the north 40 feet of Lot 22, Whitcomb Subdivision, as recorded in Liber 30, Page 27 of Plats, Wayne County Records being known as former 3374 13th Street, and to pay therefore the sum of One Thousand Dollars & 00/100 (\$1,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

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

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$1,000.00</u> plus closing costs to be determined at closing shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>3382 13th Street, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall revert to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
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: <u>None</u>
Possession	If the Seller occupies the property, it shall be vacated on or before <u>time of closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ <u> </u> n/a per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u> </u> n/a as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

9. The Broker is hereby authorized to make this offer and the deposit of 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 executors, administrators, successors and assigns of the respective parties.

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 3382 13th Street. 3. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 3382 13th Street is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

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

IN PRESENCE OF:

Robert Kirby L. S.
Purchaser

Diane Kirby L. S.
Purchaser

Address 3382 13th Street, Wyandotte,

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.

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor L. S.
Seller

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

Dated: _____

Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____

L. S.
Purchaser

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

EUREKA



3366 13th - S 40 FT OF LOT 21 WHITCOMB SUB T3S R11E L30 P27 WCR 40' x 77'

3374 13th - N 40 FT OF LOT 22 WHITCOMB SUB T3S R11E L30 P27 WCR - City of Wyandotte 40'

3382 13th - S 20 FT OF LOT 22 ALSO N 20 FT OF LOT 23 WHITCOMB SUB T3S R11E L30 P27 WCR 40' x 77'

POLICY FOR THE SALE OF NON-BUILDABLE LOTS

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

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

September 11, 2012.

JOSEPH R. PETERSON
MAYOR
RESOLUTION

Marjorie Griggs
2442-9th Street
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Todd M. Browning

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

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

RESOLUTION DECLARED ADOPTED

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

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, City Assessor

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 19, 2016

AGENDA ITEM # 12

ITEM: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: Based on Wyandotte's population the City receives Community Development Block Grant (CDBG) dollars through Wayne County. The County receives grant dollars via the Housing Urban Development (HUD). The attached Agreement is for the period 2016-2021. Therefore, attached for your approval is the Subrecipient Agreement for Wyandotte to perform these activities.

This Agreement has been reviewed and approved by the Legal Department.

STRATEGIC PLAN/GOALS: We are committed to maintaining and developing excellent neighborhoods by matching tools and efforts to the conditions in city neighborhoods; tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement; continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Adopt a Resolution authorizing the Mayor and City Clerk to execute the Subrecipient Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Projects will be budgeted into the 2016-2017 budget when approved by the County.

IMPLEMENTATION PLAN: Execute document and start projects.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Approved

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Sub-Recipient Agreement.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 19, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that Council hereby approves the Subrecipient Agreement for the Community Development Block Grant (CDBG) 2016-2021 and authorizes the Mayor and City Clerk to execute same.

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	_____

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
THE CITY OF WYANDOTTE

Term July 10, 2016 through June 30, 2021

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this 10 day of July, 2016, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Economic Development Growth Engine, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the City of Wyandotte, whose address is 3200 Biddle, Wyandotte, MI 48192 (the "Subrecipient").

Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to One Hundred Fifty One Thousand Nine Hundred Seventeen Dollars (\$151,917.00) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2016 starting July 10, 2016.
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1
Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. The CDBG Funds contemplated for this Agreement are One Hundred Fifty One Thousand Nine Hundred Seventeen Dollars (\$151,917.00).
- 1.04. **"City"** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne.
- 1.16. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD..
- 1.17. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.
- 1.18. **"Subrecipient"** shall mean the City of Wyandotte, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime

prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

- (i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and
- (ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

- (i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;
- (ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions:

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. Counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can

reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMI) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

- 1) Area must have a substantial number of deteriorated buildings.
- 2) Activity must address one or more conditions contributing to deterioration.
- 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A and shall also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. Any extension is subject to the CDBG Appeals Board's approval and will comply with the CDBG Appeals Procedure established by Recipient. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the

required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 24 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into agreements with contractors or vendors ("contractors"). In order to meet HUD and County CDBG Program requirements, agreements with

contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, ~~the Recipient's Procedures~~ for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted

to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

Section 7
Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

Field Code Changed

Field Code Changed

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred

by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10
Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11
Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$4,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its

automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

- 14.02 Additional Insured Status.** The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

- 14.05** Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08** Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:
- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

- 14.09** Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.
- 14.10** Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.
- 14.11** Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of

the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Mark A. Kowalewski, City Engineer

City of Wyandotte

3200 Biddle Avenue, Wyandotte, MI 48192

mkowalewski@wyandotte.org

(734) 324-4554

If to the Recipient:

The Charter County of Wayne

Health, Veterans & Community Wellness

Community Wellness

10th Floor, Wayne County Building

500 Griswold

Detroit, Michigan 48226-2831

Attention: Terry Carroll-Community Wellness Administrator

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20
CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21
Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Wayne County Commission Approval Required

This Agreement is effective only upon review and approval by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

CITY OF WYANDOTTE

By: _____

Certifying Officer

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No. _____

Date: _____

APPENDIX A

CDBG PROJECTS

Grantee	PY 2016 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Wyan- dotte	\$151,917.00	Street Improve- ments	\$105,205.00	03K	LMA	N/A	CT 5806 BG 002	100 people	Enhance suitable living environment	16-34- 03K
		Housing Rehabilita- tion	\$20,000.00	14A	LMC	Low to Moderate Income	N/A	2 people	Enhance suitable living environment	16-34- 14A
		Public Service Youth Assistance	\$12,712.00	05D	LMC	Low to Moderate Income	N/A	25 People	N/A Enhance suitable living environment	16-34- 05D

		Administra- tion	\$14,000.00	21A	N/A	N/A	N/A	N/A	N/A	16-34- 21A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:

Wyandotte

COMPLETE HIGHLIGHTED

GRANT YEAR:

July 10, 2016 to June 30, 2017

SPACES ONLY

QUARTER:

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	\$ - (June 30th only)	-	-	-	-	-
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Contract No. and Activity Name						
Planning Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace -- The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Certifying Officer

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan -- To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation. State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Field Code Changed

Subrecipient: City of Wyandotte
Agreement: 2016 CDBG Subrecipient Agreement
Agreement Year: July 10, 2016 through June 30, 2017

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in I. B. above; and;
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____.

Notary Public,
Wayne County, Michigan
My Commission Expires: _____
Acting in County of _____, Michigan

**EXHIBIT E
FFATA FORMS**

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT: _____

FISCAL YEAR: _____

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee

DUNS: _____

Subawardee Name (must match name in DUNS): _____

Subawardee Address: _____

Amount of subaward (obligated amount): _____

Subaward Obligation/Action Date: _____

Identification of whether the award is R&D (yes or no): _____

Subaward Period of Performance Start and End Date _____

Federal Funding Agency ID

Leave Blank

Federal Funding Agency Name

Leave Blank

Federal Award Identification Number (FAIN)

Leave Blank

NAICS code for contracts/CFDA program number for grants:_____

Subawardee Number:_____

Location of entity (including congressional district):_____

Subawardee Principal Place of Performance (including congressional district):_____

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO:_____

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO:_____

WYANDOTTE

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification:
 - a. Subrecipient name (which must match registered name in DUNS);
 - b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number.
 - c. Federal Award Identification Number (FAIN);
 - d. **Federal Award Date (see Section 200.39 Federal award date);**
 - e. Subaward Period of Performance Start and End Date;
 - f. **Amount of Federal Funds Obligated by this action**
 - g. Total Amount of Federal Funds Obligated to the subrecipient;
 - h. **Total Amount of the Federal Award;**
 - i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
 - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
 - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - l. Identification of whether the award is R&D,
 - m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

HEARINGS GUIDE SHEET

BUDGET HEARING

HEARING RELATIVE TO THE 2017 FISCAL YEAR
OPERATING BUDGET FOR THE
CITY OF WYANDOTTE

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 12, 2016

AGENDA ITEM # **Hearing**

ITEM: 2017 Fiscal Year Budget Ordinance

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Pursuant to Public Act 2 of 1968, an annual budget must be adopted by the City Council.

STRATEGIC PLAN/GOALS: To adopt the 2017FY budget and comply with all the requirements of our laws and regulations.

ACTION REQUESTED: To hold the first reading of the 2017 Fiscal Year Budget Ordinance tonight. The final reading of the budget ordinance will be presented at the September 19, 2016 City Council meeting. After the final reading, the City Council will vote on the proposed budget ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur *ALP*

LIST OF ATTACHMENTS:

1. Notice of a Public Hearing
2. City of Wyandotte 2017 Fiscal Year Budget Ordinance

ADOPTION:

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2016, which represents the first Saturday in October. On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

NOTICE OF A PUBLIC HEARING

Whereas the City Administrator plans to file a copy of the 2017 Fiscal Year City Operating Budget with the City Clerk and the City Council shall hold a public hearing in accordance with the law, in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on September 12, 2016 and September 19, 2016, at 7:00 PM, and that pursuant to Public Act 2 of 1968 the City Council will act on the 2017 Fiscal Year City Operating Budget following the closure of the Public Hearing on September 19, 2016

Guide Sheet

FINAL READING OF AN ORDINANCE

#1430

CITY OF WYANDOTTE

2017 FISCAL YEAR BUDGET ORDINANCE

“AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS
REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF
WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST SATURDAY OF
OCTOBER, 2016. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL
FOR THE 2017 FISCAL YEAR.”

#1431

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO
REZONE THE PROPERTY KNOWN AS 828 4TH STREET FROM TWO FAMILY
RESIDENTIAL DISTRICT (RT) TO MULTIPLE FAMILY
RESIDENTIAL DISTRICT (RM-1A)

RESOLUTION

DATE: September 12, 2016

RESOLUTION by Councilperson _____

**City of Wyandotte
2017 Fiscal Year Budget Ordinance**

“AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST SATURDAY OF OCTOBER, 2016. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2017 FISCAL YEAR.”

THE CITY OF WYANDOTTE ORDAINS:

SECTION I - GENERAL FUND

There shall be raised by general tax for the fiscal year beginning October 1, 2016, and ending September 30, 2017, to be assessed, levied, and collected by tax on all taxable real and personal property in the City of Wyandotte, Michigan, the sum of \$10,240,575. In addition to the foregoing, it is estimated that state receipts, revenues, and moneys from sources other than current City taxes will be \$12,114,300, for a total of \$22,354,875 of General Fund Revenue.

Appropriation of funds is hereby made in the following categories of Funds and Accounts:

A. General Fund:		
1.	Estimated Fund Balance - October 1, 2016	\$ 3,934,999
2.	Appropriations:	
a.	Legislative	114,906
b.	Judicial	1,056,245
c.	Financial Services/Administration	635,323
d.	Information Technology	194,966
e.	General Government	1,518,046
f.	Assessor	434,928
g.	City Clerk	198,349
h.	Treasurer	138,487
i.	Police & Civil Defense	4,806,151
j.	Downriver Central Dispatch	851,481
k.	Downriver Central Animal Control	260,596
l.	Fire	4,046,872
m.	Engineering & Building	1,203,519
n.	Public Works	2,847,983
o.	Recreation	515,342
p.	Swimming Pool	17,227

q.	Yack Arena	374,671
r.	Youth Assistance	44,325
s.	Historical Commission (Museum)	190,299
t.	City Commissions	26,577
u.	Retirement Contribution and OPEB	3,076,000
v.	Elections	60,220

SECTION II - SPECIAL REVENUE FUNDS

B.	Major Street Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 638,900
2.	Estimated Revenues:	
a.	State Revenue	1,455,541
b.	METRO Act Revenue	70,000
3.	Appropriations:	
a.	Reimbursement to General Fund	400,000
b.	Maintenance and Construction	1,074,558
c.	Transfer to Local Street Fund	363,886
C.	Local Street Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 152,088
2.	Estimated Revenues:	
a.	State Revenue	527,070
b.	Transfer from Major Street Fund	363,886
3.	Appropriations:	
a.	Reimbursement to General Fund	433,000
b.	Maintenance and Construction	465,316
D.	Sidewalk/Alley Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 825,397
2.	Estimated Revenues:	
a.	Special Assessments	212,897
b.	Investment Earnings	500
3.	Appropriations:	
a.	Sidewalks/Alleys/Parking Lots	200,000
b.	Administration	100,000
E.	Drug Law Enforcement Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 45,189
2.	Estimated Revenues	30,500
3.	Appropriations:	
a.	Personnel	7,600
b.	Equipment - Drug Enforcement	18,000
F.	Housing Rehabilitation Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 0

2.	Estimated Revenues	58,000
3.	Appropriations:	
a.	Building Rehabilitation	50,000
b.	Administration	8,000
G.	Community Development Block Grant Fund:	
1.	Estimated Fund Balance – October 1, 2016	\$ 0
2.	Estimated Revenues	155,739
3.	Appropriations:	
a.	CDBG Projects	141,739
b.	Administration	14,000
H.	Urban Development Action Grant Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 1,186,696
2.	Estimated Revenues	46,339
3.	Appropriations:	
a.	Capital Outlay	50,000
b.	Administration	15,000
I.	Special Events Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 349,379
2.	Estimated Revenues:	
a.	Special Events	74,500
b.	Art Fair	185,000
3.	Appropriations:	
a.	Special Events	31,365
b.	Art Fair	157,500
c.	Holiday Celebrations	14,000
d.	Administration	20,000
J.	Solid Waste Fund:	
1.	Estimated Fund Balance - October 1, 2016	\$ 877,545
2.	Estimated Revenues:	
a.	Rubbish Tags	4,000
b.	Taxes	1,281,030
c.	Dumpster Billings	260,000
d.	Investment Earnings	1,000
e.	Service Fees	139,000
3.	Appropriations:	
a.	Rubbish Collection	1,311,963
b.	Dumping/Compost Fees	370,000
c.	Recycling Fees	4,000
d.	Administration	275,000
e.	Household Hazardous Waste Program	1,000

	f.	Capital Equipment	51,500
	g.	Curbside Yard Waste	750
K.		Building Authority Improvement Fund:	
	1.	Estimated Fund Balance - October 1, 2016	\$ 270,158
	2.	Estimated Revenues:	
	a.	Investment Earnings	100
	b.	Debt Levy	249,173
	3.	Appropriations:	
	a.	Debt Service	68,544
	b.	Administration/Other	20,000
L.		Drain Number Five Operation and Maintenance Fund:	
	1.	Estimated Fund Balance - October 1, 2016	\$ 2,433,650
	2.	Estimated Revenues	1,043,151
	3.	Appropriations:	
	a.	Wayne County Department of Public Works	1,048,365
	b.	Other	53,000
M.		Downtown Development Authority - TIF Fund:	
	1.	Estimated Fund Balance - October 1, 2016	\$ 547,289
	2.	Estimated Revenues:	
	a.	Tax Capture	577,336
	b.	Investment Earnings	500
	c.	Other	9,000
	3.	Appropriations:	
	a.	Eureka Viaduct Maintenance	5,000
	b.	Streetscape Maintenance	2,000
	c.	Promotions	34,000
	d.	Administration	85,000
	e.	Personnel	85,051
	f.	Streetscape Contribution	48,897
	g.	Beautification Commission	10,000
	h.	Business Procurement/Existing Business Stimulus	20,000
	i.	Masonic Temple Project	20,000
	j.	Business Assistance Program	62,000
	k.	Fort St. Sign/Fountain/Purple Heart	8,000
	l.	Farmers Market	7,400
	m.	Marketing	25,200
	n.	Christmas Lighting/Decorations	40,000
	o.	Other	64,831
N.		Tax Increment Finance Authority - Consolidated Fund:	
	1.	Estimated Fund Balance - October 1, 2016	\$ 5,138,045
	2.	Estimated Revenues:	
	a.	Tax Capture	2,449,363

	b.	Other Operating Revenues	62,725
	c.	Investment Earnings	1,000
3.		Appropriations:	
	a.	Road Resurfacing	750,000
	b.	Land Acquisition Program	750,000
	c.	Property Maintenance/Taxes	71,432
	d.	Infrastructure Improvements-Recreation	157,000
	e.	Tree Maintenance	40,000
	f.	Administration	275,000
	g.	Debt Service	124,384
	h.	Parking Lots	46,250
	i.	DNR Grant (Marina) – Match	215,000
O.		Brownfield Redevelopment Authority Fund:	
	1.	Estimated Fund Balance - October 1, 2016	\$ (1,018,524)
	2.	Estimated Revenues:	
		a. Tax Capture	194,158
		b. Miscellaneous	65,276
	3.	Appropriations:	
		a. Debt Service	89,087
		b. Administrative & Operating	57,303
P.		Capital Equipment and Replacement Fund:	
	1.	Estimated Fund Balance - October 1, 2016	\$ 82,593
	2.	Estimated Revenues	0
	3.	Appropriations	0

SECTION III - ENTERPRISE FUNDS

Q.		Sewage Disposal Fund:	
	1.	Estimated Retained Earnings - October 1, 2016	\$13,635,763
	2.	Estimated Revenues:	
		a. Customer Service Fees	4,827,936
		b. Investment Earnings	1,000
	3.	Appropriations:	
		a. Infrastructure Replacement	320,000
		b. Administration	420,000
		c. Sewage Disposal Charges	2,208,730
		d. Depreciation	650,000
		e. Debt Service	1,313,978
		f. Other	151,500
R.		Municipal Golf Course Fund:	
	1.	Estimated Retained Earnings - October 1, 2016	\$ (373,097)
	2.	Estimated Revenues:	
		a. Green Fees	210,000

	b.	Cart Rental	92,000
	c.	Other Revenue	48,350
3.		Appropriations:	
	a.	Personnel	58,939
	b.	Course Maintenance	180,000
	c.	Other Expenses	105,260
	d.	Depreciation	97,294
S.		Building Rental Fund:	
1.		Estimated Retained Earnings - October 1, 2016	\$ 865,570
2.		Estimated Revenues:	
	a.	Rental Income	263,555
	b.	Expense Reimbursements	228,000
3.		Appropriations:	
	a.	Operation & Maintenance	203,000
	b.	Utilities	141,000
	c.	Property Taxes	19,000
	d.	Depreciation	100,000

SECTION IV - INTERNAL SERVICE FUNDS

T.		Self Insurance/Worker's Compensation Fund:	
1.		Estimated Retained Earnings - October 1, 2016	\$ 6,515,709
2.		Estimated Revenues	20,000
3.		Appropriations:	
	a.	Worker's Compensation	193,460
	b.	Self Insurance Claims	100,000
	c.	Other Expenses	41,877
	d.	Operating Transfers	650,000

SECTION V - DEBT FUNDS

U.		Debt Service:	
1.		Estimated Fund Balance - October 1, 2016	\$ 231,571
2.		Estimated Revenues	894,907
3.		Appropriations:	
	a.	Debt Service-Police/Court	982,500
	b.	Other	5,000

SECTION VI - CITY TAX RATES

Preliminary City Tax Rates were adopted on August 8, 2016, after the required notices were filed and Public Hearings held. The Rates were calculated in accordance with Michigan Compiled Law Section 211.34E and 211.34D. The calculated City Tax Rates are the minimum required to

defray operating expenses for the fiscal year October 1, 2016, through September 30, 2017. The Rates are as follows:

1.	City Operating	\$15.0538/M Taxable Value
2.	Refuse Collection	\$ 2.5166/M Taxable Value
3.	Debt	\$ 2.5166/M Taxable Value
4.	Drain #5 Operation & Maintenance	\$ 2.6630/M Taxable Value

SECTION VII -ADOPTION

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2016, which represents the first Saturday in October.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

RESOLUTION

DATE: September 12, 2016

RESOLUTION by Councilperson _____

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 828 4TH STREET FROM TWO FAMILY RESIDENTIAL DISTRICT (RT) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-1A)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

East 116 Feet of the west 271.72 Feet of the south 45.5 feet of Lot 40, except the west 16 feet thereof, "Sub of P.C. 112 for the Heirs of Antoine Labadie Deceased" part of P.C. 112, City of Wyandotte, Wayne County, Michigan as recorded in Liber 4 of Plats, Page 35, Wayne County Records.

Known as: 828 4th Street

be and is hereby rezoned from Two Family Residential District (RT) to Multiple Family Residential District (RM-1A)

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. **289**

Section 3. Severability.

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

Section 4. Effective Date.

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

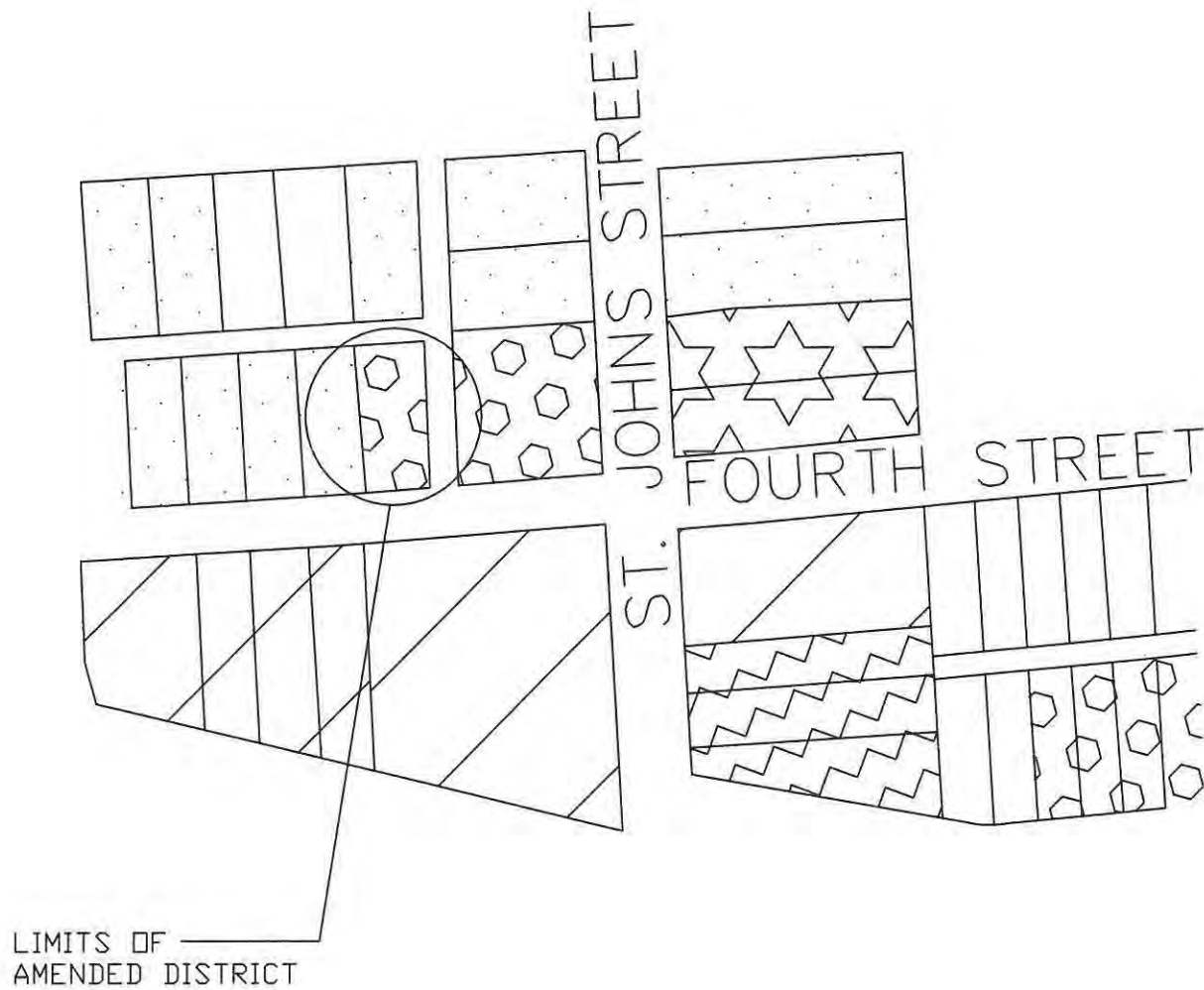
SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS



	RT	TWO FAMILY RESIDENTIAL DISTRICT
	RM-1	MULTIPLE FAMILY RESIDENTIAL DISTRICT
	RM-1A	MULTIPLE FAMILY RESIDENTIAL DISTRICT
	O-S	OFFICE SERVICE DISTRICT
	I-1	INDUSTRIAL DISTRICT
	P-1	VEHICULAR PARKING DISTRICT

NORTH
NOT TO SCALE

CITY OF WYANDOTTE, MICHIGAN
AMENDED ZONING MAP NO. 289

ORDINANCE NO. **1431**
DATED

MAYOR: _____
JOSEPH R. PETERSON

CLERK: _____
LARRY STEC

Reports & Minutes

1

August 29, 2016

CITY OF WYANDOTTE **REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, August 29, 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.

Present: Councilpersons Daniel Galeski, Sheri Fricke, Ted Miciura, Leonard Sabuda, Donald Schultz, and Kevin VanBoxell

Absent: None

Also Present: Todd Browning, City Treasurer; Thomas Woodruff, City Assessor; William Look, City Attorney; Jesus Plasencia, Assistant City Engineer; and Beth Lekity, Deputy City Clerk

PRESENTATIONS

None

UNFINISHED BUSINESS

Discussion regarding Resolutions #2016-411 – #2016-417

- Chris Luczak, 725 Orchard, regarding McKinley School project
- Jennifer Jasinski, 735 Orchard, regarding McKinley School project

COMMUNICATIONS MISCELLANEOUS

Discussion regarding Resolutions #2016-418 & 2016-419

- Resolutions #2016-416 & 2016-417 moved to Unfinished Business.

PERSONS IN THE AUDIENCE

None

NEW BUSINESS (ELECTED OFFICIALS)

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

Discussion regarding Resolution #2016-420 - #2016-434

- Resolutions #2016-414 & 2016-415 moved to Unfinished Business.

PRESENTATION OF PETITIONS

None

REPORTS & MINUTES

City Council	August 22, 2016
Budget Hearing Minutes	August 22, 2016
Daily Cash Receipts	August 23, 2016
YTD WMS Financial Results	June 30, 2016

CITIZENS PARTICIPATION

- Diane Woodruff, 433 Biddle, regarding McKinley School project
- Chris Calvin, 466 Sycamore, regarding McKinley School project

RECESS

RECONVENE

Present: Councilpersons Galeski, Fricke, Miciura, Sabuda, Schultz, VanBoxell and Mayor Joseph R. Peterson

Absent: None

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

HEARINGS

None

FIRST READING OF AN ORDINANCE

None

FINAL READING OF AN ORDINANCE

2016-409 #1429 ZONING ORDINANCE AMENDMENT-810 CHESTNUT, P-1 TO RA
By Councilperson Schultz, supported by Councilperson Sabuda

AN ORDINANCE ENTITLED

**AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE
TO REZONE THE PROPERTY KNOWN AS
810 CHESTNUT STREET FROM VEHICULAR PARKING DISTRICT (P-1)
TO ONE FAMILY RESIDENTIAL DISTRICT (RA)**

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

Lots 91 to 94 inclusive, Bishops Subdivision

Known as: 810 Chestnut Street, Wyandotte, Michigan

be and is hereby rezoned from Vehicular Parking District (P-1) to One Family Residential District (RA)

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 288

Section 3. Severability.

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

Section 4. Effective Date.

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

Motion unanimously carried.

CERTIFICATION

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 29th day of August, 2016.

JOSEPH R. PETERSON, Mayor

LAWRENCE STEC, City Clerk

RESOLUTIONS**2016-410 MINUTES**

By Councilperson Schultz, supported by Councilperson Sabuda

RESOLVED that the minutes of the meeting held under the date of August 22, 2016, be approved as recorded, without objection.

Motion unanimously carried.

2016-411 TRAFFIC STUDY REPORT – ALFRED & HIGHLAND PETITION

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the determination that there will be no installation of a stop sign on Alfred Street at Highland but will direct the installation of a “Slow-Children” sign adjacent to the park.

FURTHER RESOLVED that this correspondence will be filed pending any further problems which may need to be addressed in/near the intersection of Alfred and Highland Streets.

Motion unanimously carried.

2016-412 SECONDHAND DEALER BUSINESS LICENSE FEES

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the Wyandotte City Council hereby reduce the fee for Second hand/Consignment licenses to \$150 to cover administrative and account maintenance costs, while maintaining the present bonding provisions as prescribed in Section 21-118 (a) in the City’s Code of Ordinances; AND

BE IT FURTHER RESOLVED that the reduced fee commences with the start of the 2017-2018 licensing cycle (June 2017); AND

BE IT FURTHER RESOLVED that the fee reduction is hereby referred to the Department of Legal Affairs for any necessary revisions to the City Code of Ordinances, to be presented to Council prior to the 2017 licensing cycle.

Motion unanimously carried.

2016-413 MCKINLEY SCHOOL SITE REDEVELOPMENT

By Councilperson Schultz, supported by Councilperson Sabuda

WHEREAS Mayor and Council passed a resolution on August 15, 2016, requesting that each councilperson provides recommendations for the use of the former McKinley School Site to Coachlight Properties.

BE IT RESOLVED that Mayor and Council ~~review the recommendations and considerations for use in further discussions regarding said property~~ receive any recommendations provided and place on file.*

Motion carried.

ABSTAIN: Councilperson Miciura

*Corrected per resolution #2016-437

2016-414 MCKINLEY REDEVELOPMENT COMM. – COUNCILWOMAN S. FRICKE

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication received by Councilwoman Sheri Fricke relative to the McKinley School Site Redevelopment project is hereby received and placed on file.

Motion carried.

ABSTAIN: Councilperson Miciura

2016-415 MCKINLEY REDEVELOPMENT COMM. – MAYOR PETERSON (LATE ITEM)

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication received by Mayor Joseph Peterson relative to the McKinley School Site Redevelopment project is hereby received and placed on file.

Motion carried.

ABSTAIN: Councilperson Miciura

2016-416 MCKINLEY REDEVELOPMENT COMM. – J. JASINSKI

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication received by Ms. Jennifer Jasinski relative to the McKinley School Site Redevelopment project is hereby received and placed on file.

Motion carried.

ABSTAIN: Councilperson Miciura

2016-417 MCKINLEY REDEVELOPMENT COMM. – A. BAKER

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication received by Ms. Alice Baker relative to the McKinley School Site Redevelopment project is hereby received and placed on file.

Motion carried.

ABSTAIN: Councilperson Miciura

2016-418 CITIZEN COMMUNICATION – J. HALL

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the request from Mr. John Hall relative to temporarily housing his neighbor's dog be received and placed on file.

Motion unanimously carried.

2016-419 LETTER OF THANKS – B. BROWN, THE SENIOR ALLIANCE

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication received from Bob Brown, Executive Director of The Senior Alliance, is hereby received and placed on file.

Motion unanimously carried.

2016-420 RECREATION COMMISSION APPOINTMENT – R. ADAMS

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council hereby ACCEPTS the resignation of Lori Shiels from the Recreation Commission and thanks Ms. Shiels for her service; and

BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Ronald Adams of 3032 21st St., Wyandotte, MI to the Recreation Commission to fill the unexpired term of Lori Shiels. Term to expire April 2019.

Motion unanimously carried.

2016-421 DCC GRANT APPLICATION – ECONOMIC DEV. ASST. PROGRAM

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the City Administrator regarding the participation in the grant application for the FY 2016 Economic Development Assistance Programs – Public Works and Economic Adjustment Assistance programs (Funding Opportunity EDAP2016) is received and placed on file; AND

BE IT FURTHER RESOLVED that the City Council acknowledges support and approves the City of Wyandotte's participation in this opportunity.

Motion unanimously carried.

2016-422 LEAVE OF ABSENCE REQUEST

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the request for a leave of absence until February 1, 2017, for Jeffrey LeFever is hereby approved.

Motion unanimously carried.

2016-423 PURCHASE AGREEMENT – 707 PLUM

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the City Engineer and City Assessor regarding the City owned property located at former 705-711 Plum/3720 7th Street now known as 707 Plum 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 705-711 Plum/3720 7th Street now known as 707 Plum to Jessica and Jacob Stoneburner for the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser, Jessica and Jacob Stoneburner 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 705-711 Plum/3720 7th Street now known as 707 Plum, between Jessica and Jacob Stoneburner and the City of Wyandotte for \$10,000 as presented to Council on August 29, 2016.

Motion unanimously carried.

2016-424 NEZ EXEMPTION CERTIFICATE – 707 PLUM

By Councilperson Schultz, supported by Councilperson Sabuda

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 705-711 Plum/3720 7th Street is within the City of Wyandotte's Neighborhood Enterprise Zone #2 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of August 29, 2016, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 705-711 Plum/3720 7th Street now known as 707 Plum, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended.

Motion unanimously carried.

2016-425 REZONING – 828 4TH STREET

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the communication from the Planning Commission regarding the rezoning of the property known as 828 4th Street, Wyandotte is hereby received and placed on file; AND

NOW THEREFORE, BE IT RESOLVED that Council concur with the recommendation of the Planning Commission and hereby approves the requested rezoning application for the property known as 828 4th Street, Wyandotte, Michigan to Multiple Family Residential District (RM-1A); AND

BE IT FURTHER RESOLVED that said rezoning be referred to Department of Legal Affairs to prepare the proper ordinance change.

Motion unanimously carried.

2016-426 OUTDOOR CAFÉ REQUEST – 2910 VAN ALSTYNE, WINE DOTTE BISTRO

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the Planning Commission to grant the request of Wine Dotte Bistro, 2910 Van Alstyne for an outdoor café in conjunction with said business at 2910 Van Alstyne with the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café in the Central Business District (CBD) Zoning District, Special Land Uses, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan and lane marking plan submitted by Owner indicated as drawings by Kret's Classic Kitchens,& Construction dated June 10, 2016.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements attached.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to Midnight from March 15 through October 31, 2016.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Fence to be black decorative metal as indicated on illustrations submitted.
9. Table detail to be black metal with matching chairs.
10. Applicant to pay all costs to the City of Wyandotte, Department of Public Services for providing and removing temporary reflective tape as indicated on plan and placing permanent pedestrian crossing sign.
11. This approval expires October 31, 2016 and must be renewed annually.

AND BE IT FURTHER RESOLVED that a Grant of License and Hold Harmless Agreement approved by the Department of Legal Affairs is executed by the Property Owners of Wine Dotte Bistro and liability insurance, liquor liability and property damage coverage naming the City as additional insured and in a form and amount that is approved by the City, shall be submitted to the City 20 days in advance of opening the café; AND

WHEREAS, the City is currently in the process of reviewing its Outdoor Café Ordinance and Procedures; AND

WHEREAS, Wine Dotte Bistro has agreed to limit the approval for 2016 only and acknowledges it would be required to renew this request annually with the City of Wyandotte; AND

WHEREAS, any improvements made to the City owned property such as brick pavers will become the property of the City of Wyandotte; AND

WHEREAS, the Mayor and City Clerk be authorized to execute the Grant of License as prepared by the City Attorney.

Motion unanimously carried.

2016-427 OUTDOOR CAFÉ REVISION – 3144 BIDDLE, FRANK'S PIZZERIA

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the Planning Commission to grant the request of Frank's Restaurant and Pizzeria Inc., for an outdoor café in conjunction with said business at 3144 Biddle Avenue, Wyandotte, Michigan; AND

BE IT RESOLVED that Council approved the revised layout of the outdoor café to 25' x 51.6' provided Frank's Restaurant and Pizzeria executes a revised Grant of License and Hold Harmless Agreement and supplies the property Insurance Certificates; AND

WHEREAS, the Mayor and City Clerk are authorized to execute the Grant of License prepared by the City Attorney; AND

WHEREAS, all other term and conditions on the Resolution dated April 30, 2013, by the City Council remain in full effect; AND

WHEREAS, the City of Wyandotte is in the process of amending its Outdoor Café Procedures; AND

WHEREAS this approval is for 2016 only and acknowledges it would be required to renew this request annually with the City of Wyandotte.

Motion unanimously carried.

2016-428 DEMOLITION CONTRACTOR – 1733 5TH & 89 PERRY PLACE

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer in the acceptance of proposal of Pro Excavation of Wyandotte, Michigan in the amount of \$26,000 for the demolition of the properties at 1733 5th Street and 89 Perry Place from account 492-200-850-519.

Motion unanimously carried.

2016-429 FILE #4664 – 1100 BIDDLE AVE. ROOF REPLACEMENT

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to accept to proposal from Wm. Molnar Roofing Inc., Riverview, Michigan in a bid amount of \$28,190.00 for the Roof Replacement at 1100 Biddle Avenue (File #4664) from Account No. 492-200-850-520.

Motion unanimously carried.

2016-430 FILE #4683 – MARX HOME PORCH RESTORATION

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer and the Director of Museums in accepting the bid of Olson Cement Work and Construction Company, Taylor, Michigan in a bid amount of \$10,850.00 for the Porch Restoration for the Historical Marx Residence at 2630 Biddle (File #4683) from Museum Reserve Account No.

101.000.257.071.

Motion unanimously carried.

2016-431 SIDEWALK TRIP HAZARD INCREASE – ½” – 1”

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer in the acceptance of proposal increasing the trip hazard to 1” to be in line with the Governmental Liability for Negligence of 2”; AND

BE IT FURTHER RESOLVED that this criteria will be utilized to identify trip hazards for the 2016 Sidewalk Program and on private property; AND

BE IT FURTHER RESOLVED that the Special Assessment Fund 249-450-825-461 will be utilized for funding sidewalks to be special assessed, as well as sidewalks on city-owned property.

Motion unanimously carried.

2016-432 FILE #4684 CONCRETE SIDEWALK PROGRAM 2016

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding File # 4684 – CONCRETE SIDEWALK PROGRAM 2016; AND

BE IT FURTHER RESOLVED that Council accepts the bid of Rotondo Construction of Farmington Hills, Michigan in the amount of \$88,000.00.

BE IT FURTHER RESOLVED that the City Clerk set up a Special Assessment District for the area that Concrete Sidewalk Program 2016 will be working in.
Motion unanimously carried.

2016-433 FILE #4693 2016 CONCRETE JOINT & CRACK SEAL PROGRAM

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that Council agrees with the recommendation of the City Engineer and APPROVES the hiring of Carr's Outdoor Services, Inc. of Canton, MI for the 2016 Concrete Joint and Crack Seal Program (File #4693) in the amount of \$122,850.00 paid from account #203-440-825-460 (\$61,425 from 2016 budget and \$61,425 from 2017 budget).

Motion unanimously carried.

2016-434 LATE ITEM - 517 RIVERBANK SHOW CAUSE HEARING

By Councilperson Schultz, supported by Councilperson Sabuda

WHEREAS resolution #2016-280 directed that the Show Cause Hearing for the property at 517 Riverbank be held in abeyance for 90 days from the date of June 6, 2016; AND

WHEREAS the 90-day abeyance would dictate a hearing on the September 5 (Labor Day) holiday; THEREFORE

BE IT RESOLVED that Resolution #2016-280 be amended to read that this hearing shall be held on September 12, 2016.

BE IT FURTHER RESOLVED that the City Clerk's office shall send new notices to the interested parties informing them of the new hearing date.

Motion unanimously carried.

2016-435 BILLS & ACCOUNTS

By Councilperson Schultz, supported by Councilperson Sabuda

RESOLVED that the total bills and accounts of \$1,961,031.85 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

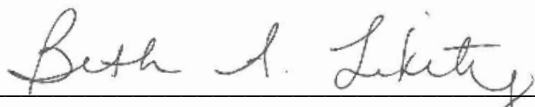
Motion unanimously carried.

2016-436 ADJOURNMENT

By Councilperson Schultz, supported by Councilperson Sabuda

RESOLVED that this regular meeting of the Wyandotte City Council be adjourned at 8:33 p.m.

Motion unanimously carried.



Beth A. Lekity, Deputy City Clerk

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, September 12, 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.

Present: Councilpersons Daniel Galeski, Sheri Fricke, Ted Miciura, Leonard Sabuda, Donald Schultz, and Kevin VanBoxell

Absent: None

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

PRESENTATIONS

- Beautification Awards – John Darin & Alice Ugljesa, Wyandotte Beautification Commission

UNFINISHED BUSINESS

None

COMMUNICATIONS MISCELLANEOUS

Discussion regarding Resolutions #2016-438

PERSONS IN THE AUDIENCE

- Karen Kowalik, 14649 Burns, thanking officials & city for International Overdose Awareness Event
- Andy Przytula, 1736 Oak St, regarding traffic concerns on Oak Street.

NEW BUSINESS (ELECTED OFFICIALS)

- Councilperson Galeski: McKinley Yard Signs (Karas), DCA lease and grants (2016-442), number of city compliance inspectors (2016-445).
- Councilperson Sabuda: Discussion regarding bids (2016-442).

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

Discussion regarding Resolution #2016-439 – #2016-450

PRESENTATION OF PETITIONS

None

REPORTS & MINUTES

City Council	August 29, 2016
Brownfield Redevelopment Authority	August 16, 2016
Daily Cash Receipts	August 31, 2016
Fire Commission	August 9, 2016
Municipal Service Commission	August 24 & September 7, 2016
Regular & Working Sessions	
Planning Commission	August 18, 2016
Police Commission	August 23, 2016
Recreation Commission	August 16, 2016

CITIZENS PARTICIPATION

None

RECESS**RECONVENE**

Present: Councilpersons Galeski, Fricke, Miciura, Sabuda, Schultz, VanBoxell and Mayor Joseph R. Peterson

Absent: None

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

HEARINGS

- Budget Hearing: 2017 Fiscal Year
- Show Cause Hearing: 517 Riverbank (#2016-452)

FIRST READING OF AN ORDINANCE

- #1430: 2017 Fiscal Year Budget Ordinance
- #1431: Zoning Ordinance Amendment – 828 4th Street, RT to RM-1A

FINAL READING OF AN ORDINANCE

None

RESOLUTIONS**2016-437 MINUTES**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the minutes of the meeting held under the date of August 29, 2016, be approved as recorded, with necessary corrections.

Motion unanimously carried.

2016-438 CITIZEN COMMUNICATION – J.P. KARAS

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that the communication from J.P. Karas regarding the McKinley School Site Redevelopment is hereby received and placed on file.

Motion unanimously carried.

2016-439 GUIDE TO DEVELOPMENT AND DOING BUSINESS – RRC

By Councilperson VanBoxell, supported by Councilperson Schultz

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, the City of Wyandotte has engaged in the MEDC Redevelopment Ready Communities Program, in order receive Redevelopment Ready Communities Certification from the MEDC.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Wyandotte, Michigan through its City Council, accepts the Guide to Development and Doing Business as written.

Motion unanimously carried.

2016-440 2017 WMS BUDGETS

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the Wyandotte Municipal Services Commission to approve the adoption of the Electric Utility Operating & Capital Budget for Fiscal 2016 - 2017, Water Utility Operating & Capital Budget for Fiscal 2016 – 2017, and Telecommunications Utility Operating & Capital Budget for Fiscal 2016 - 2017.

Motion unanimously carried.

2016-441 2017 SPRING FLING & VARIOUS YACK ARENA EVENTS

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council hereby approves the Benjamin F. Yack Recreation Center Rental Contracts for the following events to be held at the Benjamin F. Yack Recreation Center on the following dates:

St. Vincent Palloti Spring Fling Festival May 12th and 13th, 2017

Guru Purnima July 6th-9th, 2017

Koeller Wedding Reception July 22nd

BE IT FURTHER RESOLVED that the contracts are approved in the amount of \$1,300.00 per day including any extra associated rental costs, payable in full upon completion of the event as stipulated in the contracts; AND

BE IT FURTHER RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign said contracts.

Motion unanimously carried.

2016-442 81 CHESTNUT (DCA) LEASE AGREEMENT

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the request of the DDA Director to draft a 5-year or 10-year lease agreement for 81 Chestnut Street for the Downriver Council for the Arts, whichever is most beneficial to the city and future grant possibilities.

Motion unanimously carried.

2016-443 PATRONICITY PLACEMAKING PROJECT – PIZZO BID

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the request of the DDA Director to select Pizzo Development Group, LLC to further design and deliver the City Hall Placemaking project; AND BE IT FURTHER RESOLVED that Mayor and Council hereby approve the continued pursuit of the Design-Build Public Space, Placemaking Project in association with the MEDC/MSHDA Patronicity Campaign; AND

BE IT FURTHER RESOLVED that Council approves the return of the bidder's check back to unsuccessful bidders along with communication notifying them of our direction.

Motion unanimously carried.

2016-444 2017 OUR LADY OF FATIMA ROSARY RALLY

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the use of Bishop Park for the Our Lady of Fatima Rosary Rally to be held on October 15th, 2016, as reviewed and recommended by the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief, and Department of Public Services Superintendent.

BE IT FURTHER RESOLVED that Our Lady of Fatima is required to execute a Hold Harmless Agreement as prepared by the Department of Legal Affairs prior to the event date.

Motion unanimously carried.

2016-445 2017 TURN THE TOWNS TEAL – MI OVARIAN CANCER ALLIANCE

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council grants permission to the Michigan Ovarian Cancer Alliance to utilize to place ribbons and lawns signs along Biddle Avenue from September 17th – 30th in an effort to raise awareness during National Ovarian Cancer Month, as recommended by the Special Event Coordinator; AND

BE IT FURTHER RESOLVED that the Michigan Ovarian Cancer Alliance will comply with the following:

- If there are any overtime costs for any city staff for said event, the group/organization will be responsible for those fees.
- Any tents on the street/sidewalk or grassy area 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 Michigan Ovarian Cancer Alliance, this includes any signs or decorations.
- All material must be cleaned up and removed after the event has taken place; AND

BE IT FURTHER RESOLVED that this event has been reviewed and approved by Police Chief, Recreation Superintendent, and Department of Public Service, provided that the MIOCA adds the City of Wyandotte as additional insured to their insurance policy and signs a hold harmless agreement as prepared by the Department of Legal Affairs.

Motion unanimously carried.

2016-446 HIRING CODE COMPLIANCE OFFICIAL – R. KEEHN

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the hiring of Ronald E. Keehn as a Contract Employee to perform Plumbing, Mechanical and Fire Inspections with the Department of Engineering and Building for the Upon Sale and Rental Inspection Program; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Memorandum of Agreement between the City of Wyandotte and Ronald Keehn to perform said services.

Motion unanimously carried.

2016-447 DEMOLITION BIDS - 1405 22ND

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer in the acceptance of proposal of Pro Excavation of Wyandotte, Michigan in the amount of \$3,000 for the demolition of the property at 1405 22nd Street from account 492-200-850-519.

Motion unanimously carried.

2016-448 ADOPT-A-LOT PROGRAM – 80 CHESTNUT

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to allow Downriver Council of the Arts to utilize the City-Owned Property known as former 80 Chestnut in accordance with the executed Hold Harmless Agreement as part of the Adopt-A-Lot program.

Motion unanimously carried.

2016-449 SALE OF FORMER 2031-2035 3RD STREET

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the Purchase Agreement to sell the former 2031-2035 3rd Street to the adjacent property owners at 2039 3rd Street for the amount of \$1,940.00; 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.

2016-450 PURCHASE OF 453 PINE

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at known as 453 Pine in the amount of \$22,500.00 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 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.

Motion unanimously carried.

2016-451 BILLS & ACCOUNTS

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the total bills and accounts of \$787,522.61 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

2016-452 517 RIVERBANK SHOW CAUSE HEARING

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED BY THE MAYOR AND CITY COUNCIL that City Council held a Show Cause Hearing on September 12, 2016, regarding the property at 517 Riverbank, Wyandotte, Michigan due to various code violations and vacancies; AND

WHEREAS, on August 15, 2016, Mr. James Budziak submitted a Property Transfer Affidavit indicated that he purchased said property and on August 29, 2016, scheduled the required Upon Sale Inspection;

NOW THEREFORE, BE IT RESOLVED by the City Council that Show Cause Hearing regarding the property at 517 Riverbank, Wyandotte is hereby canceled and the Engineering and Building Department is directed to monitor the property for compliance with the Upon Sale Ordinance.

Motion unanimously carried.

2016-453 ADJOURNMENT

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that this regular meeting of the Wyandotte City Council be adjourned at 7:57 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

BUILDING CODE BOARD OF APPEALS

September 12, 2016

A meeting of the Building Code Board of Appeals, City of Wyandotte was called to order by Chairman MacDonald at 5:00 p.m., in the Engineering Department Meeting Room at City Hall, 3200 Biddle Avenue, Suite 200, Wyandotte, Michigan.

MEMBERS PRESENT: Havlicsek
Johnson
MacDonald
Parker

MEMBERS ABSENT: Badalamenti
Butch
Zanley

ALSO PRESENT: Sheila Johnson, Secretary
Elmer LeBlanc, Appellant
Tom Roberts, Architect

Appeal #613 – Granted.

The proposed would not substantially impair the intent and/or purpose of the Ordinance.

Elmer LeBlanc (Applicant) and Joan LeBlanc (Owner) has appealed to the Building Board of Appeals of the City of Wyandotte for permission to obtain a variance at 511 Goddard Road, Wyandotte MI (see file for legal description) in a RM-1 zoning district, where the proposed conflicts with In accordance with Section 1009.14 of the Michigan Building Code 2012 as follows:

In accordance with Section 1009.14 of the Michigan Building Code does not comply with the requirements as follows:

Section 1009.14 Ship Ladders. Ship ladders are permitted to be used in Group I-3 as a component of a means of egress to and from control rooms or elevated facility observation stations not more than 250 square feet (23m²) with not more than three occupants and for access to unoccupied roofs.

Ship ladders shall have a minimum tread depth of 5 inches (127mm). The tread shall be projected such that the total of the tread depth plus the nosing projection is no less than 8 ½ inches (216mm). The maximum riser height shall be 9 ½ inches (241mm).

Handrails shall be provided on both sides of ship ladders. The minimum clear width at and below the handrails shall be 20 inches (508mm).

Proposed ship ladder are permitted to be used in a I-3 use as specified above which is an institutional use such as a prison, jail, or correctional/centers.

The Applicant is proposing to install a ship ladder for access to his basement at a banquet hall which is an A-2 use assembly.

Motion was made by Member Parker, supported by Member Havlicsek to grant variance for this appeal.

Yes: Havlicsek, Johnson, MacDonald, Parker

No: None

Abstain: None

Absent: Badalamenti, Butch, Zanley

Motion passed.

APPEAL #613

Acting Chairman Johnson read the appeal and asked that it be explained.

Mr. Roberts stated that in his opinion as an architect that due to the existing condition it was acceptable with the limited use. Mr. Roberts explained that they had a letter from Bill Weirich of the Water Department stating he had no conflict with the proposed ship ladder to gain access to the water meter.

Member Havlicsek asked if there would be room to get out a furnace if needed.

Mr. Roberts replied yes.

Member Johnson asked if the sewer would be capped.

Mr. Roberts replied yes.

Member MacDonald asked if the old well would be filled in.

Mr. Roberts replied yes.

Member Johnson asked if the foundation would remain.

Mr. Roberts replied yes.

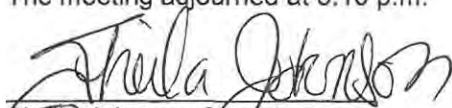
The Members agreed that they had no problem granting the variance.

Zero (0) communications were received for this appeal.

Other Business:

New Member Michael MacDonald.

The meeting adjourned at 5:10 p.m.


Sheila Johnson, Secretary

Building Code Board of Appeals
Wyandotte, Michigan

RESOLUTION

Wyandotte, Michigan September 12, 2016

RESOLUTION BY MEMBER

Parker

RESOLVED BY THE BUILDING CODE BOARD OF APPEALS OF THE CITY OF
WYANDOTTE,

That APPEAL NO. #613 by Elmer LeBlanc (Appellant) and Joan LeBlanc (Owner)

To X APPROVE ___ DENY appeal for a variance to Section 1009.14 of the Michigan
Building Code 2012 at 511 Goddard Road, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Member:

Tim Parker

Supported by Member:

MARY HAVLICSEK

Yeas ---- Members ---- Nays

Badalamenti ABSENT

Butch ABSENT

X Havlicsek MARY HAVLICSEK

X Johnson

X MacDonlad

X Parker

Zanley ABSENT

MINUTES OF THE MEETING OF THE FIRE FIGHTER'S CIVIL SERVICE COMMISSION

August 10, 2016

A Regular Meeting of the Fire Fighter's Civil Service Commission of the City of Wyandotte was called to order by Vice President Ptak at 5:00 p.m. in the Training Room, 2nd Floor, Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan.

PRESENT: Commissioner Michael J. Ptak, Vice President
Commissioner Michael G. Dallos, Secretary
Commissioner Ted Copley

ALSO PRESENT: Debby Harris, Recording Secretary

Approval of the June 8, 2016 Regular Meeting Minutes

Motion by Comm. Ptak, Supported by Comm. Dallos to approve the minutes of the Regular Meeting of June 8, 2016. Motion unanimously carried.

Communications

1. Mr. Dallos' Resignation

Comm. Dallos presented each Commissioner with a letter of resignation. He stated that he feels the time has come for him to resign and allow another citizen of the City of Wyandotte the opportunity to serve.

Comm. Ptak accepted the resignation on behalf of the Commission stating that Comm. Dallos' knowledge and presence would be greatly missed not only by the Commission but by the City and citizens of Wyandotte.

New Business

1. Election of Officers

The Commission proceeded to elect new Officers due to the fact that 2 Commissioners have resigned.

Motion by Comm. Dallos, Supported by Comm. Copley to nominate Comm. Ptak for President. Motion unanimously carried.

Motion by Comm. Ptak, Supported by Comm. Dallos to nominate Comm. Copley for Vice President. Motion unanimously carried.

MINUTES OF THE MEETING OF THE
FIRE FIGHTER'S CIVIL SERVICE COMMISSION
Page 2

August 10, 2016

Date of Next Regular Meeting

The next scheduled regular meeting of the Commission will be held on Wednesday, September 14, 2016 at 5:00 p.m., at the Wyandotte Police Department, 2015 Biddle Avenue, 2nd Floor Training Room, Wyandotte, Michigan 48192.

Adjournment

There being no further business to discuss the meeting adjourned at 5:30 p.m.

FIRE FIGHTER'S CIVIL SERVICE COMMISSION
OF THE CITY OF WYANDOTTE

Michael J. Ptak, President

MJP:dh

09/13/2016 04:02 PM

User: ktrudell

DB: Wyandotte

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

Post Date from 09/13/2016 - 09/13/2016 Open Receipts

Receipt #	Date	Cashier	Wkstn	Received Of	Distribution	Amount
O AC	450930 09/13/2016	ktrudell 101-000-001-000	F2	GILLIES, KATHLEEN 101-000-257-078	Reserve-Animal Care	50.00 CITY CHECK 6606
DONATION FOR ANIMAL CARE REC# 897875						
O EP	450939 09/13/2016	ktrudell 731-000-001-000	F2	CITY OF WYANDOTTE 731-000-392-040	Res. Police & Fire Employee	680.31 CITY CHECK 124000
POLICE DEFINED BENEFIT REC# 897876						
Total of 2 Receipts						730.31

User: ktrudell

Post Date from 09/13/2016 - 09/13/2016 Open Receipts

DB: Wyandotte

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

101-000-257-078 Reserve-Animal Care					50.00
731-000-392-040 Res. Police & Fire Employee Contrib					680.31
TOTAL - ALL CREDIT ACCOUNT					730.31

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash					50.00
731-000-001-000 Cash					680.31
TOTAL - ALL DEBIT ACCOUNTS					730.31

*** TOTAL BY FUND ***

101 General Fund					50.00
731 Retirement System Fund					680.31
TOTAL - ALL FUNDS:					730.31

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND					
<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					50.00
TOTAL:					50.00

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

(CCK) CITY CHECK	680.31
TOTAL:	680.31

TOTAL - ALL BANKS:	730.31
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*** TOTAL OF ITEMS TENDERED ***

<u>Tender Code/Desc.</u>					
(CCK) CITY CHECK					730.31
TOTAL:					730.31

*** TOTAL BY RECEIPT ITEMS ***

(1) AC: RESERVE-ANIMAL CARE/POUND					50.00
(1) EP: PD EMPLOYEE PENSION CONTR					680.31
TOTAL - ALL RECEIPT ITEMS:					730.31

**Wyandotte Cultural and Historical Commission
Minutes of the August 11, 2016 Meeting
Marx Home**

Present: Sue Pilon Eula Grooms Wally Hayden Ken Munson	Ken Navarre Anne Ronco Nancy Bozzo	Excused: Marshall Wymore, Jesse Rose Absent: Vernon Elmore, Dan Carvantes
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Staff: Museum Director: Sarah Jordan
Museum Assistant: Allison Savoy

President W. Hayden called meeting to order at 6:15

Motion: By A. Ronco, supported by E. Grooms, to approve the minutes of June 9, 2016. **Motion Carried, 7-0.**

Presidents Report:

President Hayden does not have anything to share. Did want to remind the commission that Dan Galeski is the liaison from City Council, not present but may show up for future meetings.

Director's report:

1. Finance report: The report was for two months. **Motion:** by E. Grooms, supported by A. Ronco, to approve the Finance Report, pending audit. **Motion carried, 7-0.**
2. New maintenance hire Brian Birkner, first day was August 11, 2016 and he had orientation August 10. Will work 15-20 hours per week. Can work at Yack Arena paid for by Recreation department. Justin Lanagan will let S. Jordan know when he is needed. Brian will be working Mondays, Wednesdays, and Fridays. S. Jordan will invite him to come to a commission meeting. Tommy will still help with Special Events and Programs as well as showing Brian the ropes.
3. HES 2017: S. Jordan will bring listing next month. Goal to work towards having one event/program each month. Asked commissioners for input. Wants to have HES 2017 schedules available at Christmas Open House. Discussed ideas included: participating in 3rd Fridays, toned down Speakeasy (brought in younger crowd), parade participation.
4. Marx home bid update: only two bids initially received. One was not correct and one did not have the right bonds. Bids reopen again August 22 2016.
5. Cemetery Walk Volunteers- Spirits are set. A. Ronco setting up volunteers. S. Pilon said she will be available, N. Bozzo and her friend Heidi available Friday. Tickets on sale Thursday, September 1st, \$22 each. Request DPS to cut grass and spray for mosquitoes.
6. AASLH/MMA joint conference is in Detroit this year. S. Jordan will be attending.

Friends of the Museum: No report from K. Munson.

E. Grooms volunteered to be the liaison for the Oakwood Cemetery Association.

Wyandotte Historical Society

1. Office Move: last Society board meeting: asked for a 4 month period of staying put. Sarah met with Joe Gruber from the DDA, wants to move to the Society Office if they vacate. Will need approval from DDA board and commission. S. Jordan offered instead of rent, the museum would receive guaranteed grant every year from the DDA. Open to that, still have to apply each year. K. Navarre stated that at the last Society Meeting, that they would ok with staying in the Burns Home. Commissioners asked for the time line to be clarified.
 - a. When the society asked to move gift shop, S. Jordan suggested moving their office to old gift shop to fix the gift shop only being open for the Open Houses. George Purdu said he would take it to the WHS for discussion. The gift shop was scheduled to be moved and ready for first week of tours in April.
 - b. When the potential of the office in the Burns Home came available it was brought to the attention of the DDA.
 - c. At the last meeting commission meeting, K. Navarre stated that the Society had voted to move their office to Bacon Memorial District Library, due to the old gift shop space not being handicap accessible and poorly insulated. They would revisit staying in Burns Home if the DDA doesn't want to move.
 - d. **Motion:** by A. Ronco, supported by E. Grooms, to invite the DDA to move to the burns home office pending approval of the DDA board. **Motion Withdrawn** by A. Ronco
 - e. Commission discussed the merits of a joint meeting with the Society. 29th of September at 7 pm, would be best for all commissioners present for joint special meeting. E. Grooms requests having minutes from the society be sent to the commission after they are approved.
2. Gift Shop: Move still in progress. Want to take the big desk out and move in small one to make more room. Aiming at reopening in October. Three person committee working on gift shop, including K. Navarre. Has not been open because it is not finished.
3. The Society is holding off on their walking tour phone app.
4. The plaque has been installed near the Clock Tower.

Long Range Planning Committee: A. Ronco volunteered to be the chair.

Eula- gave Sarah a check for salvage.

Old business: none listed

New business: Storage is limited at salvage, will set up Friday again for City Wide Garage Sale. E. Grooms requested small flyers with salvage location available with maps.

W. Hayden recommended a new book: *Terror in the City of Champions* Author: Tom Stanton

Next meeting September 8. (S. Pilon and A. Ronco will be unable to attend)

Motion to adjourn: by E. Grooms, supported by S. Pilon. **Motion carried, 7-0.**

Meeting adjourned 8:00 pm

Allison Jones 9/8/14
Respectfully Submitted,
Allison Scoby

Finance Report - Wyandotte Museum

Summary for the month of:

August 2016

	Revenue	Expenses
Deposits	\$ 10,601.00	
Utilities		\$ 1,782.61
Miscellaneous Expenses		\$ 1,383.28

Current Budget Balances as of: September 8, 2016

Expense Accounts

Account	Balance Available	2016 Budgeted Amount
Automobile	\$ 121.12	\$ 160.00
Building Maintenance & Supplies	\$ 2,873.61	\$ 8,279.00
Computer Services DMS	\$ -	\$ 150.00
Education	\$ -	\$ 240.00
Electric	\$ 2,607.04	\$ 6,700.00
Gas	\$ 6,345.37	\$ 10,200.00
HES Expense	\$ 2,117.21	\$ 7,000.00
Office Supplies	\$ 41.07	\$ 1,505.00
Phone	\$ 1,647.20	\$ 2,200.00
Postage	\$ 48.60	\$ 80.00
Printing	\$ -	\$ 800.00
Water	\$ 941.16	\$ 1,675.00

Revenue Accounts

Account	Collected Revenue	2016 Target
HES Revenue	\$ 9,228.50	\$ 7,000.00
Marx Home Rent	\$ 6,514.21	\$ 6,500.00
Reserve	\$ 108,628.55	\$ -
Vintage Base Ball Reserve	\$ 3,450.41	\$ -

Deposits

Event	Amount	Deposited In	Cash/Check	Description
Admissions	\$ 94.00	Reserve	Cash	
Log Cabin rentals	\$ 800.00	Reserve	Cash: \$210; Check: \$590	
Heritage Event Series	\$ 9,275.00	Reserve	Cash: \$5,959; Check: \$3,316	Annual Home Classic concession sales (\$119), Fall Citywide Garage Sale participant registrations (\$2,610), Cemetery Walk ticket sales (\$6,546)
Salvage Sales	\$ 250.00	Reserve	Check	
Wyandotte Stars	\$ 102.00	Base Ball Reserve	Cash	Merchandise Sales
Rentals	\$ 80.00	Reserve	Cash	Private tea

Total Revenue \$ 10,601.00

Utilities

Heat/Gas	Amount	Account	Description
Campus wide	\$ 24.95	Gas	

Water	Amount	Account	Description
Ford-MacNichol Home	\$ 238.41	Water	
Burns Home	\$ 16.52	Water	
Marx Home	\$ 455.57	Water	
Log Cabin	\$ 15.12	Water	
<i>Subtotal:</i>		\$ 725.62	

Electricity	Amount	Account	Description
Ford-MacNichol Home	\$ 556.72	Electric	
Burns Home	\$ 115.80	Electric	
Marx Home	\$ 289.91	Electric	
<i>Subtotal:</i>		\$ 962.43	

Phone/Internet	Amount	Account	Description
Burns Home	\$ 69.61	Phone	

Total Utilites \$ 1,782.61

Miscellaneous Expenses

Vendor	Amount	Account	Description
USPS (via A. Savoy)	\$ 4.45	Postage	Postage for Donor Mailing
Love to Sew-Hate to Mow, LLC (via G. Haynes)	\$ 120.00	Base Ball Reserve	Shields for uniforms (count: 4)
Staples Advantage	\$ 35.67	HES Expense/Office Supplies/Building Maintenance	Paper for Garage Sale licenses, tape dispenser, AA batteries
Hoods	\$ 29.66	Building Maintenance	Flashlight, cleaning supplies
Staples Advantage	\$ 11.99	Office Supplies	New docent journal
Back to Nature - Downriver	\$ 120.00	Building Maintenance	Fertilizer and insecticide treatments
Allegra Marketing	\$ 98.50	HES Expense	Hallowe'en posters (count: 125)
Highlight Print Solutions	\$ 148.79	Reserve	Business cards for Sarah Jordan
Allegra Marketing	\$ 108.31	HES Expense	Souvenir guidebooks for Annual Home Classic (count: 75)
Wyandotte Alarm	\$ 140.00	Building Maintenance	Service call for 2624 Biddle Avenue
Kelsey Hatley	\$ 34.00	HES Expense	Event staffing at Annual Home Classic (4 hours at \$8.50/hour)
Staples Advantage	\$ 122.78	Reserve	Toner (count: 2)
Lowe's (via T. Faryniarz)	\$ 10.42	Building Maintenance	Primer and paint for new stair at Ford-MacNichol Home
Hoods	\$ 13.26	Building Maintenance	Extra Burns Home key & key chain, weed killer
Hoods	\$ 12.45	Building Maintenance	Keys for Marx Home front door
AASLH (via S. Jordan)	\$ 373.00	Education/Reserve	Registraiton for AASLH National Conference

Total Misc. Expenses \$ 1,383.28

RETIREMENT COMMISSION MEETING MINUTES
THURSDAY, September 15, 2016

Meeting called to order at 9:03 a.m. by Commissioner LaManes

ROLL CALL:

PRESENT: Commissioners LaManes, Lyon, Roberts, Schultz and Yoscovits

ABSENT: Commissioners Brohl and Browning

Larry Stec – Secretary

ALSO PRESENT: Tanner Robinson, Frank Deeter and John Amrozi—Oppenheimer & Co.

Susan Schultz – Clerk's Office

Robert Szczechowski - Finance

MOTION by Commissioner LaManes, **SUPPORTED** by Commissioner Lyon

RESOLVED that the minutes held under the date of August 18, 2016 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Mr. Tanner Robinson of Oppenheimer & Co. reported on August 2016 financial results.

- Tanner stated that Lehman Brothers Holdings Inc. was a global financial services firm. Before declaring bankruptcy in 2008, Lehman was the fourth-largest investment bank in the United States, doing business in investment banking, equity and fixed-income sales and trading, research, investment management, private equity, and private banking. Lehman was operational for 158 years from its founding in 1850.
- Tanner's point was made to remember the failure and learn from past mistakes.
- Remain diversified.
- August 2016 was flat—pleased to see this.
- Noted a raise in cash amount of \$900,000 will be needed.

MOTION by Commissioner Lyon, **SUPPORTED** by Commissioner Roberts

RESOLVED by the Wyandotte Employees Retirement Commission that the report from Mr. Tanner of Oppenheimer & Co., Inc. regarding August 2016 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS MISCELLANEOUS:

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits
RESOLVED by the Wyandotte Employees Retirement Commission will continue to review the
13th check and move that a member of the Finance Department be present at the October
meeting to discuss the 13th check.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Lyon
RESOLVED by the Wyandotte Employees Retirement Commission will receive and place on file
the letter from Thomas Fusinski at 436 Orchard.

MOTION UNANIMOUSLY CARRIED

SPECIAL ORDER:


MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits
RESOLVED by the Wyandotte Employees Retirement Commission that the Retirement
Commission send Commissioner Lyon to the MAPERS conference to be held next week
September 18, 19 and 20, 2016.

MOTION UNANIMOUSLY CARRIED

ADJOURNMENT

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Lyon
RESOLVED, that the meeting be adjourned at 9:20 a.m.

MOTION UNANIMOUSLY CARRIED



Lawrence S. Stec, Secretary

Wyandotte Employee's Retirement Commission
September 15, 2016