



# **AGENDA**

REGULAR SESSION

MONDAY, APRIL 25, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA, JR.

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **MINUTES**

## **PRESENTATION**

- The Senior Alliance – Kari West, Care Transitions Manager

## **UNFINISHED BUSINESS**

## **COMMUNICATIONS MISCELLANEOUS**

## **PERSONS IN THE AUDIENCE**

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

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

1. Appointment to the Beautification Commission
2. Response from the Department of Legal Affairs – Second Chance Network
3. Wyandotte Museums – Wyandotte Stars Vintage Baseball Club Fundraiser
4. Special Events:
  - a. Henry Ford Hospital – 90<sup>th</sup> Birthday Celebration
  - b. WBA Third Friday in May
  - c. 2016 WSAF Entertainment Contract – Toppermost Beatles Tribute Band
  - d. 2016 Wyandotte Street Art Fair Entertainment Contract – Downriver Dan
5. Street Light Installation – Biddle & Clinton St.
6. WMS Purchase of Advanced Metering Infrastructure Upgrade – Electric
7. WMS Purchase of Advanced Metering Infrastructure Upgrade – Water
8. Ballistic Glass Installation – 1<sup>st</sup> Floor Counters
9. Toter Purchase
10. Police Department and Court Cleaning
11. Tree Replacement – Grove & 8<sup>th</sup> St.
12. Demolition Bids for 705 Plum
13. Sale of Former McKinley School at 640 Pulm St.

## **REPORTS & MINUTES**

City Council	April 18, 2016
Daily Cash Receipts	April 21, 2016
Beautification Commission	March 9, 2016
Cultural & Historical Commission	March 10, 2016
Police Commission	April 12, 2016
Zoning Board of Appeals & Adjustment	April 6, 2016

## **BILLS & ACCOUNTS**

## **CITIZENS PARTICIPATION**

## **RECESS & RECONVENE**

## **RESOLUTIONS**

## **ADJOURNMENT**

# **PRESENTATIONS**

## **Guide Sheet**

- The Senior Alliance – Kari West, Care Transitions Manager

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

MEETING DATE: April 25, 2016

AGENDA ITEM # 1

**ITEM:** Appointment to the Beautification Commission

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Section 2-87 of the Wyandotte Code of Ordinance establishes a beautification commission composed of seven (7) members, each of whom shall be residents of the city. Members shall be appointed by the mayor, subject to the approval of the council. The term of each member shall be three (3) years and until his successor is appointed.

Commissioners Kenneth Bearden, Lisa Lesage and Michael Bozymowski have submitted resignation letters.

An application from resident Kelly Dodson has been received to serve on the commission.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

**ACTION REQUESTED:** Adopt a resolution to accept the resignation letters from Kenneth Bearden, Lisa Lesage, and Michael Bozymowski and concur with the Mayor's request to appoint Kelly Dodson to the Beautification Commission to fill the unexpired term of Lisa Lesage.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Resignation letters from Bearden, Lesage, and Bozymwoski and commission application from Kelly Dodson

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 25, 2016

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

RESOLVED that City Council hereby accepts the resignations of Kenneth Bearden, Lisa Lesage, and Michael Bozymowski from the Beautification Commission effective April 30, 2016 and thanks them for their years of service; and

BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Kelly Dodson of 163 Spruce, Wyandotte, MI to the Beautification Commission to fill the unexpired term of Lisa Lesage. Term to expire April 2018.

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	_____

Michael W. Bozymowski  
859 Vinewood Avenue  
Wyandotte, MI 48192

4/20/2016

Dear Mayor Peterson and City Council Members,

I have had the privilege of being a member of the Wyandotte Beautification Commission for the past four years. My term expires on April 30<sup>th</sup>, 2016. At this time, my schedule does not permit me to seek another term.

It was an exciting and rewarding experience, as well as an honor to serve with such hard working and dedicated individuals.

Thank you for the opportunity to be of service to our “Beautiful” City of Wyandotte.

Sincerely,

*Michael W. Bozymowski*

Michael W. Bozymowski

**From:** [Ken Bearden](#)  
**To:** [Julie Sadlowski](#)  
**Cc:** [John Daren](#)  
**Subject:** Commission Resignation  
**Date:** Wednesday, March 30, 2016 12:06:50 PM

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Dear Mayor Peterson:

I am writing to inform you that when my current term on the beautification commission ends on April 30, 2016, I will be unable to renew. Thank you for the opportunity to serve our city.

Best regards,  
Kenneth Bearden

Sent from my iPhone

**From:** [John Darin](#)  
**To:** [Julie Sadlowski](#)  
**Cc:** [John Darin](#)  
**Subject:** Lisa Lesage Intent to Withdraw From Beautification Commission  
**Date:** Sunday, March 20, 2016 4:14:19 PM

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Hi, Julie:

Please note the notice of resignation from Lisa Lesage. I pasted this together from some texts she sent me, so it's a bit choppy. She will not be continuing as a Beautification Commission commissioner after her term expires in April.

By the way, as a heads up, there are two more resignations in the queue - Kenneth Bearden and Michael Bozymowski. Both gentlemen are resigning for personal reasons after their terms expire at the end of April. We should be receiving formal letters of resignation from Ken and Mike. We've been through this before, which is how these folks got on the Commission in the first place. We'll manage and find suitable replacements. Thanks!

John

----- Forwarded message -----  
From: **John Darin** <[johndarin2@gmail.com](mailto:johndarin2@gmail.com)>  
Date: Thu, Mar 3, 2016 at 4:25 PM  
Subject: Lisa Lesage Intent to Withdraw  
To: John Darin <[johndarin2@gmail.com](mailto:johndarin2@gmail.com)>

Forwarded text message from Lisa Lesage, Su, 1/24/16:

----- Forwarded message -----  
From: **NOT FOR PUBLIC RELEASE** [pix.com](mailto:pix.com)>  
Date: Thu, Mar 3, 2016 at 4:10 PM  
Subject:  
To: [johndarin2@gmail.com](mailto:johndarin2@gmail.com)

Hi John. I didn't realize my appointment was up I thought it was in April. Due to my work commitments and travel plans I wasn't planning on continuing with the commission after my current appointment ended. I would be unable to make most meetings and contribute the amount of time to be a valuable member. So I am withdrawing at the end of my appointment. Ok I will I was going to submit a letter at the February meeting.



# COMMISSIONER RESUME/ APPLICATION FORM

Print Form

NAME Kelly Dodson AGE 37

ADDRESS 163 Spruce St Wyandotte, MI 48192 PHONE 734-771-6477

RESIDENT OF WYANDOTTE FOR 11 YEARS.

SPOUSE'S NAME Brion Dodson

CHILDREN'S NAME AND AGE Kyle Daniels Age 15 Majesty Dodson (step- daughter) Age 24

EMPLOYMENT: COMPANY NAME Sita Medical Clinic PHONE 734-284-3100

YOUR TITLE Office Manager YEARS OF SERVICE 15

EDUCATION:

ELEMENTARY SCHOOL Clarence Randall

HIGH SCHOOL Oscar A Carlson

COLLEGE Monroe County Community College

WHICH COMMISSION(S) ARE YOU INTERESTED IN SERVING ON?

Beautification Committee

LIST ANY SPECIAL LICENSES OR CERTIFICATES YOU MAY HAVE THAT WOULD HELP YOU IN THIS POSITION.

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

LIST ANY ASSOCIATION(S) YOU MAY BE AFFILIATED WITH:

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

HOBBIES: Reading, Bike riding and Spending time with my family.

COMMENTS: My husband and I both work in the city we live in and take pride in our community. We participate in a majority of the city's events and I would love to be part of the team that keeps Wyandotte looking beautiful.

DATE SUBMITTED: 4-12-16 SIGNATURE Kelly Dodson

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

MEETING DATE: April 25, 2016

AGENDA ITEM # **2**

**ITEM:** Request of Second Chance Network

**PRESENTER:** William R. Look, City Attorney *WR Look*

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Second Chance Network requested to solicit on various streets within the city and this matter was referred to the city attorney for a legal opinion.

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** Review legal opinion attached

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:** Respond to the request of Second Chance Network

**COMMISSION RECOMMENDATION:**

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

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** *[Signature]*

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date:

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

BE IT RESOLVED that the city council receives and places on file the communication from the city attorney. Be it further resolved that the city permits Second Chance Network to solicit at the requested locations and on the requested dates provided the applicant complies with all state laws and local ordinances.

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	___
___	Van Boxell	___

**LOOK, MAKOWSKI AND LOOK**

PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

2241 OAK STREET

WYANDOTTE, MICHIGAN 48192

(734) 285-6500

Fax (734) 285-4160

WILLIAM R. LOOK  
STEVEN R. MAKOWSKI

RICHARD W. LOOK  
(1921 - 1993)

April 20, 2016

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: Request to Solicit Funds

Dear Mayor and City Council:

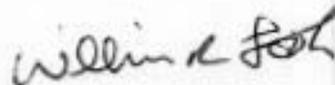
I was directed to review the request from Second Chance Network, Inc. which is a Michigan Non-profit Corporation. The U.S. Supreme Court has held that the first amendment strongly protects charitable solicitations and that the solicitation of charitable contributions is protected speech. Restrictions on such solicitation are often subject to "strict scrutiny" by the courts.

Additionally, the U.S. Supreme Court struck down as unconstitutional an ordinance which prohibited a charitable organization from soliciting contributions unless the organization used a certain percentage of the receipts for charitable purposes. The City of Wyandotte has granted permission to a variety of groups in the past to solicit on the streets and therefore it is my opinion that if the city intends to allow other groups in the future to solicit on the streets, this current request should be treated the same.

Respectfully submitted,

Department of Legal Affairs

LOOK, MAKOWSKI and LOOK  
Professional Corporation



William R. Look

WRL:ks

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

MEETING DATE: Monday, April 25, 2016

AGENDA ITEM # **3**

**ITEM:** WYANDOTTE MUSEUMS: FUNDRAISER PERMISSION

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

**INDIVIDUALS IN ATTENDANCE:** Sarah Jordan

**BACKGROUND:** The Wyandotte Stars Vintage Base Ball Club is looking to partner with The Early Riser Base Ball Club for the Vreeland Market Beer and Wine Tasting Fundraiser. The Stars would be selling 50/50 raffle tickets to fundraise for their annual expenses.

The event takes place on Saturday May 14th from 7 pm to 10 pm at the Woodhaven Community Center at the intersections of Hall and West Roads.

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

**ACTION REQUESTED:** Adopt a resolution granting The Wyandotte Stars permission to fundraise through Vreeland Market for the May 14<sup>th</sup> Beer & Wine Tasting.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** All Stars' revenue would be deposited into the Vintage Base Ball Reserve Account.

**IMPLEMENTATION PLAN:** The resolutions and all necessary signed documents will be forwarded to the Interim Museum Director.

**COMMISSION RECOMMENDATION:** Concurs with recommendation.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shuydal*

**LEGAL COUNSEL'S RECOMMENDATION:** Concurs with recommendation.

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

**LIST OF ATTACHMENTS:** Letter from Bill Konja, owner of Vreeland Market

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: April 25, 2016

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

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

A Resolution to grant permission to the Wyandotte Stars to participate in the Vreeland Market Beer & Wine Fundraiser on May 14, 2016.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

VanBoxell

Vreeland Market  
26796 Allen Rd.  
Woodhaven, MI 48183

Date: 4/4/2016

To: Wyandotte Stars and Early Riser Base Ball Clubs

From: Bill Konja, owner Vreeland Market

Re: Beer and wine tasting fundraiser (Saturday, May 14<sup>th</sup>, 7-10pm)

Dear Wyandotte Stars and Detroit Early Risers,  
The Vreeland Market will be hosting a Beer and Wine tasting fundraiser for your organization(s). The event will be held at the Woodhaven Recreation Center, located at 23101 Hall Rd. The event will be held from 7-10 pm on Saturday, May 14<sup>th</sup>. The Vreeland Market will be obtaining the necessary licenses for the upcoming Beer and Wine tasting fundraiser. The Vreeland Market will cover the cost of the hall rental for the event. The participating group(s) will be responsible for selling admission tickets. The cost per ticket is \$25 (\$15 to Vreeland Market, \$10 to your organization). The group(s) will also receive a percentage of the sales from the 50/50 drawing and the wheel barrow of cheer raffle (based upon the percentage of admission tickets sold). Several people from your group(s) will need to man the 50/50 and raffle table during the event. Individuals may work in shifts.

If the above group(s) agree to this agreement, I will create the flyers for advertising and the tickets for sale.

Sincerely,

Bill Konja, owner, Vreeland Market



**Vreeland Market  
26796 Allen rd  
Woodhaven, MI 48183  
734-675-7006**

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

**MEETING DATE:** April 25th 2016

**AGENDA ITEM #** **4a**

**ITEM:** Henry Ford Wyandotte Hospital's 90<sup>th</sup> Birthday - Celebration

**PRESENTER:** Heather A. Thiede, Special Event Coordinator, Joseph Keller Gruber, Director of the DDA



**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Event Coordinator & Joseph Keller Gruber, Director of the DDA



**BACKGROUND:** In an effort to bring awareness to Henry Ford Wyandotte Hospital's 90<sup>th</sup> Birthday, we are seeking approval for three banners to hang on our clock tower for the month of June. Henry Ford Wyandotte Hospital has been a great partner to the city for many years and we are proud to celebrate their 90<sup>th</sup> Birthday! Plans are now underway to cross promote downtown businesses with hospital employees and marketing, as well as form a deeper partnership with the Wyandotte Street Art Fair, Farmers Market, Parades and other city of Wyandotte special events.

The banners that will be placed on the clock tower will be created by the same company that made our seasonal banners, so we have confidence they will withstand the months' time and look beautiful. We hope you will support our recommendation to allow Henry Ford to promote their many years in our wonderful city. (See attached artwork proposal)

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

**ACTION REQUESTED:** It is requested the City Council receive information and approve Henry Ford Wyandotte Hospitals banner placement on the clock tower and place on file

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL'S RECOMMENDATION:**



**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 25<sup>th</sup>, 2016

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

Resolved by City Council to approve the request of the Special Event Coordinator and DDA Director to place the request to place three banners on the clock tower for the month of June 2016 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Mayor and Council hereby APPROVE the use of the clock tower and support Henry Ford Wyandotte Hospitals 90<sup>th</sup> birthday in the City of Wyandotte and encourages all citizens to take part in same.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

*Henry Ford Wyandotte Hospitals*  
*90<sup>th</sup> birthday!*



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

**MEETING DATE:** April 25<sup>th</sup> 2016

**AGENDA ITEM #** **4b**

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

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



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

**BACKGROUND:** Below please find the requested date for streets/property the Wyandotte Business Association (WBA) would like to utilize for their May Third Friday and special event Saturday May 21<sup>st</sup> 2016. The WBA is asking permission for the following items:

**May 20<sup>th</sup>** - Sycamore St, City Hall Grassy Area, Yack Arena Lot, & Biddle Ave from Sycamore to Eureka

**Event Hours:** Friday May 20<sup>th</sup> 5:00pm - 10pm & Saturday, 10am - 9pm

**Street Closures:**

Thursday May 19<sup>th</sup> - Some spaces at City Hall Parking Lot for early KCBS Team arrivals

May 20<sup>th</sup> 12:00 PM - Sycamore W. of Biddle to parking lot Yack Arena entrance

May 20<sup>th</sup> 9am - 10 pm Yack Arena Parking Lot far South Section only

May 20<sup>th</sup> after 8pm through May 21<sup>st</sup> - 10pm City Hall Parking Lot

**Barricades and No Parking Signs:**

No Parking on Sycamore from Biddle to 3<sup>rd</sup> Street Friday & Saturday May 20<sup>th</sup> & May 21<sup>st</sup>

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

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

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

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

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

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** N/A *W. Fook*

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

**LIST OF ATTACHMENTS**

Information sheet

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 25<sup>th</sup> 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the events held May 19<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup> 2016.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- VanBoxell

**WBA Event** **BBQ FEST - WBA 3<sup>rd</sup> Friday, May 20<sup>th</sup> – Saturday, May 21<sup>st</sup>**  
**Mayor Peterson’s Rib Throwdown & KCBS Sanction Event**  
May 20<sup>th</sup> - Sycamore St, City Hall Grassy Area, Yack Arena Lot, & Possibly Biddle Ave.  
May 21<sup>st</sup> - WBA is working with KCBS to make this year a BBQ sanctioned event  
This will draw contestants from the region to compete.

**WBA Contact** Dan Cataldo - Cell: 734-624-5144 / Mark Skehan – Cell: 734-752-1118

**Event Hours** Friday May 20<sup>th</sup> 5:00pm – 10pm & Saturday, 10am – 9pm

**Street Closures**

Thursday May 19<sup>th</sup> – Some spaces at City Hall Parking Lot for early KCBS Team arrivals  
May 20<sup>th</sup> 12:00 PM - Sycamore W. of Biddle to 3<sup>rd</sup> Street.  
May 20<sup>th</sup> 9am – 10 pm Yack Arena Parking Lot section close to Sycamore Street only

May 20<sup>th</sup> after 8pm through May 21<sup>st</sup> – 10pm City Hall Parking Lot.

**Activity** BBQ Rib Cook-Off competition with BBQ Food Vendors. The WBA is working with KCBS to make this year a 2 day sanctioned event. This will draw contestants from the region to compete. Day 1 will remain the same as year previous with local restaurants and residents competing for 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> trophies and prizes.

**City Requests**

**Tables & Chairs** – No. WBA will Supply

**Barricades and No Parking Signs** – Yes. No Parking on Sycamore from Biddle to 3<sup>rd</sup> Street Friday & Saturday May 20<sup>th</sup> & May 21<sup>st</sup>

**Electric** Yes – Number of electrical boxes TBD –

**Show Mobile** Yes – Sycamore St at Yack Arena

**Trolley** Yes

**Ticket booth** No

**Fencing** Yes. Amount TBD

**Hydrant** **May 20<sup>th</sup> & May 21<sup>st</sup>** Yes, at Sycamore & Biddle turned on with spigot. Others TBD

**Trash Cans** Yes. **And Dumpster.** We can meet with Special Events Coordinator for placements.

**Yack Arena** **May 21<sup>st</sup>** - Request Yack Arena cafeteria room - 9am – 5pm

**Other Set up**

Tents

Vendors

Porta Potties

Vendors may set up throughout the day, busier by 2:00pm

Horse & Carriage – will be running 6:00pm – 9:00 pm Free to passengers

**Tear Down**

Event areas will be thoroughly clean and all equipment removed at end of the event

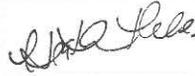
**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 25<sup>th</sup> 2016

AGENDA ITEM # **4c**

**ITEM:** - Special Event Application - WSAF Entertainment Contract

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



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

**BACKGROUND:** Herewith, please find the entertainment contract assembled and recommended by my office for the 2016 Wyandotte Street Art Fair.

Toppermost Beatles Tribute Band - \$800

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

**ACTION REQUESTED:** Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Mr. Stec, City Clerk to sign the attached contracts.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

285.225.925.730.860 - \$800

**IMPLEMENTATION PLAN:** Contract to be signed by Mayor Joseph R. Peterson or Lawrence Stec, City Clerk to be returned to Heather A. Thiede for implementation.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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



**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS**

Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 25<sup>th</sup>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 APPROVE the entertainment contracts for the below band for the 2016 Wyandotte Street Art Fair as outlined in the provided communication dated April 25<sup>th</sup> 2016, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Toppermost Beatles Tribute Band - \$800

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



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

MEETING DATE: April 25<sup>th</sup> 2016

AGENDA ITEM # **4d**

**ITEM: Special Event Application - WSAF Entertainment Contract**

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

*Heather A. Thiede*

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

**BACKGROUND:** Herewith, please find the entertainment contract assembled and recommended by my office for the 2016 Wyandotte Street Art Fair.

Downriver Dan- \$400

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

**ACTION REQUESTED:** Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Mr. Stec, City Clerk to sign the attached contracts.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

285.225.925.730.860 - \$400

**IMPLEMENTATION PLAN:** Contract to be signed by Mayor Joseph R. Peterson or Lawrence Stec, City Clerk to be returned to Heather A. Thiede for implementation.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shondale*

**LEGAL COUNSEL'S RECOMMENDATION:**

*W. Jook*

**MAYOR'S RECOMMENDATION:**

*JRP*

**LIST OF ATTACHMENTS**

Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: April 25<sup>th</sup>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 APPROVE the entertainment contracts for the below band for the 2016 Wyandotte Street Art Fair as outlined in the provided communication dated April 25<sup>th</sup> 2016, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Downriver Dan - \$400

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 14<sup>th</sup> day of April, 2016 between the City of Wyandotte and Daniel Kalicki

Name of Musical Group: Downriver Dan

Name of Contact Person: Daniel Kalicki

Contact Address: Po Box 143, Allen Park, MI, 48101

Phone Number: 313-850-7784

Business ID Number: Tax ID - 369-15-0069

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: LLC # E6339C

Music Style: Blues Rock / original

Number of Entertainers: Three

It is mutually agreed between the parties that Daniel Kalicki (name of contact on the w-9 receiving the check) will furnish 1 Hour of Entertainment for the Wyandotte Street Art Fair on: July 14<sup>th</sup> from 5/6pm set up at 4:45 pm The price for this engagement is \$400

Deposit: City agrees to reserve date with a . If no deposit is required, please specify here if not required Not Required

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for Downriver Dan and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative: [Handwritten Signature] Date: 4/14/16

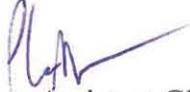
Signature of City Representative: \_\_\_\_\_ Signature of City Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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

MEETING DATE: April 25, 2016

AGENDA ITEM # **5**

**ITEM: Approval for the installation of Street Lights in the area of Clinton Street east of Biddle Avenue**

**PRESENTER:** <sup>CH</sup> Charlene Hudson – Power Systems Supervising Engineering 

**INDIVIDUALS IN ATTENDANCE:** <sup>RL</sup> Rod Lesko- General Manager, Paul LaManes-Assistant GM

**BACKGROUND:** At the City Council meeting on April 4, 2016 Certified Resolution 2016-109 from Council requested a review and report back from the Department of Municipal Services regarding the installation of street lights in the area of Clinton Street east of Biddle Avenue per communication to the City Council from Jason D’Herin. Currently two (2) street lights exist on Clinton Street at a distance of 200 feet apart, this installation would add a third street light in the middle of this distance. The proposed light would be the standard LED light installed by WMS throughout the City.

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

**ACTION REQUESTED:** Approval from Council for Municipal Services to install one (1) street light and mast arm on the existing distribution pole, the middle pole of three on Clinton Street east of Biddle Avenue.

**BUDGET IMPLICATIONS:** Municipal Services would add this additional street light to its annual billing to the City for street lighting.

**IMPLEMENTATION PLAN:** Upon Council approval, install one (1) street light and mast arm on the existing distribution pole, the middle pole of three (3) distribution poles on Clinton Street east of Biddle Avenue.

**MAYOR’S RECOMMENDATION:** 

**CITY ADMINISTRATOR’S RECOMMENDATION:**



**LEGAL COUNSEL’S RECOMMENDATION;** N/A

**LIST OF ATTACHMENTS**

- Certified Council Resolution 2016-109 requesting review and report back to Council
- Aerial view of location with proposed installation

**RESOLUTION:**

**WHEREAS**, City Council has the desire to provide the finest services and quality of life, and

**WHEREAS**, Wyandotte Municipal Services management has reviewed the communication regarding the installation of street lights in the area of Clinton Street and Biddle Avenue from Jason D’Herin, now

**THEREFORE BE IT RESOLVED** that City Council approves the installation of an additional mast arm and street light on Clinton Street just east of Biddle Avenue on an existing distribution pole with the cost to operate the street light added to the annual street lighting payment made by the City to the Department of Municipal Services.

I move the adoption of the foregoing resolution.

MOTION by

Councilperson: \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr  
VanBoxell

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-109**

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

UNDER THE DATE OF: April 4, 2016

MOVED BY: Councilperson VanBoxell

SUPPORTED BY: Councilperson Schultz

RESOLVED by the City Council that the communication from Jason D'Herin regarding the installation of street lights in the area of Clinton St. and Biddle Ave. is hereby referred to the Department of Municipal Service for a review and report back to City Council on April 18, 2016. Motion unanimously carried.

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

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

Municipal Service Commission  
Leslie G. Lupo  
Gerald P. Cole  
Robert K. Alderman  
Bryan J. Hughes  
Michael Sadowski

**WYANDOTTE**  
**MUNICIPAL SERVICES**  
Electric, Steam, Water  
Cable Television and High Speed Internet  
Service since 1889  
*An Equal Opportunity Employer*

Roderick J. Lesko  
General Manager and Secretary  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI. 48192-0658  
Telephone: (734) 324-7100  
Fax: (734) 324-7119

To: Honorable Mayor and City Council,  
From: Charlene Hudson,  
Power Systems Supervising Engineer  
Wyandotte Municipal Services (WMS)  
Date: April 14, 2016  
RE: CERTIFIED RESOLUTION 2016-109

Wyandotte Municipal Services has reviewed the area of Clinton Street and Biddle Avenue regarding the request for an additional street light on Clinton just east of Biddle Ave. Currently there are two street lights on Clinton at a distance of 200 feet apart as shown below:



With Council approval, WMS proposes to install on the existing distribution pole, 1 street light and mast arm to satisfy this request.

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 25, 2016

AGENDA ITEM # 6

**ITEM: Concur with WMS Commission Approval for the Purchase of an Advanced Metering Infrastructure (AMI) Upgrade - Electric**

PRESENTER: <sup>CH</sup> Charlene Hudson, Power Systems Supervising Engineer

INDIVIDUALS CONSULTED: <sup>P</sup> Rod Lesko- General Manager, <sup>PLM</sup> Paul LaManes-Assistant GM

**BACKGROUND:** Wyandotte Municipal Services Electric Department identified, as part of the approved bond, the intent to upgrade our current meter reading system. As such, WMS went out for bid to find an Advanced Metering Infrastructure (AMI) system that could enhance our customer offerings in both water and electric as well as mitigate the communication issues that currently exists with the existing Aclara System.

The issues with our current system are numerous and continue to cause manual reading when not communicating properly. The time commitment required to manually read these meters has diminished the systems usefulness. The Electric Department has had to utilize employees from the Water and Power Plant Departments due to this increased workload. In addition to these errors, the current Aclara system cannot communicate with any meters installed at our Vinewood Substation nor our three phase customers.

In order for WMS to obtain qualified bidders, a Request for Qualifications (RFQ) was developed and submitted utilizing the Michigan Inter-Governmental Trade Network (MITN) website as well as submitting this RFQ to six industry AMI vendors. From the responses, a Request for Proposal (RFP) was sent to five AMI vendors. At the public bid opening, WMS received only two proposals one from Landis & Gyr (L&G) and the other from Aclara. After conducting an evaluation of these proposals and reviewing our requirement that the system must be vetted and not in its infancy, WMS selected the Landis & Gyr Gridstream Solution for our Electric and Water advanced metering infrastructure, the total bid was \$ 3,085,219.76; \$ 1,923,876.04 of which is for Electric and \$ 1,161,343.72 for Water.

With over 12,000 electric meters and almost 11,000 water meters, the AMI Electric, and AMI Water can be fully utilized in the L&G solution. In addition, this system will support future capability for Distribution Automation, Home Automation, Direct Load Control, Pre-Pay, and Dynamic Voltage Control under the same platform. WMS required that the AMI system support, and/or augment WMS smart grid initiatives. Some of the programs that WMS will consider in the future are integration of AMI meter data into an outage management system, integration of AMI meter data into a Supervisory Control and Data Acquisition (SCADA) system for distribution automation, and Demand Response initiatives along with plug in Hybrid Electric Vehicle requirements.

WMS will work with Landis & Gyr to develop a project schedule, field implementation plan and cost implementation structure. A proposed cost implementation schedule is as follows:

## Proposed Cost Structure

Item Description	Extended Price	FY 2016	FY 2017	FY2018
		Phase One	Phase Two	Phase Three
Electric Meters with Communication Modules Total	1,731,782.00	345,000.00	693,391.00	693,391.00
Network Equipment Total	40,740.00	40,740.00	0.00	0.00
Project Management Total (1 year)	127,042.00	63,521.00	63,521.00	0.00
Project Training	6,300.00	6,300.00	0.00	0.00
Tools Total	5,125.00	5,125.00	0.00	0.00
Ongoing Maintenance	12,887.04	TBD	TBD	12,887.04
<b>Total:</b>	\$1,923,876.04	\$460,686.00	\$756,912.00	\$706,278.04

The ongoing maintenance for a fully deployed system will be shared by both the Water and Electric Departments (48% to 52%) respectively

**NOTE – The above costing is for the Electric portion of the project only.**

**STRATEGIC PLAN/GOALS:** Improving our power generation and distribution facilities, both current and future

**ACTION REQUESTED:** Concurrence with Wyandotte Municipal Services Commission resolution # 4-2016-02 to allow the Wyandotte Municipal Services General Manager to execute a contract with Landis & Gyr, the lowest qualified bidder, for their Gridstream Solution for Advanced Metering Infrastructure in the amount of \$ 1,923,876.04 for the Electric Department, as recommended by WMS Management.

**BUDGET IMPLICATIONS:** This project was included in the estimate of costs for the approved 2015 Bonds and costs are budgeted in capital project 591-000-970-000-1014TD. Costs of the project are covered by the 2015 Bonds for Electric.

**IMPLEMENTATION PLAN:** Upon City Council concurrence, execute a contract with Landis & Gyr for the Gridstream AMI solution.

**MAYOR'S RECOMMENDATION:**



**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL REVIEW:** Final agreement will be reviewed by City Attorney prior to General Manager signing.

**LIST OF ATTACHMENTS**

- Landis & Gyr Overall Bid Summary
- Landis & Gyr – Proposed Cost structure for Electric

**RESOLUTION**

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

**WHEREAS**, the Wyandotte City Council understands the need and supports the community owned electric transmission & distribution facilities and the necessity to maintain the commitment to providing the best service possible in a timely and efficient manner that is also fiscally responsible, now therefore

**BE IT RESOLVED** by the Wyandotte City Council a majority of its members thereto concurring, authorizing the General Manager to execute a contract with Landis & Gyr for their Gridstream Solution for Advanced Metering Infrastructure (AMI) in the amount of \$1,923,876.04 for the Electric Department, as recommended by WMS management.

I move for the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.  
VanBoxell

# Landis & Gyr - Overall Bid Summary

<i>Item Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extended Price</i>
<b>Electric Meters with Communication Modules</b>			
Form 2s with disconnect	11,625	\$135.00	\$1,569,375.00
Single phase odd forms 1s,3s,4s	11	\$107.00	\$1,177.00
Network 12s 120/208V	184	\$225.00	\$41,400.00
Poly phase 8/9s	267	\$230.00	\$61,410.00
Poly phase 15/16s	227	\$230.00	\$52,210.00
Poly phase 5/45s	27	\$230.00	\$6,210.00
<i>Electric Meters with Communication Modules Total</i>			<i>\$1,731,782.00</i>
<b>Water Modules</b>			
Badger Meter Model 25 LL with Orion RTR transmitter	10,606	\$108.00	\$1,145,448.00
Gridstream RF Interpreter Register Kit (Amount TBD)		\$195.00	\$0.00
<i>Water Modules Total</i>			<i>\$1,145,448.00</i>
<b>Network Equipment</b>			
C7000 Series Collector	2	\$15,000.00	\$30,000.00
RF Router and kit with 20 Ft Cable	6	\$1,790.00	\$10,740.00
		\$0.00	\$0.00
<i>Network Equipment Total</i>			<i>\$40,740.00</i>
<b>Project Management</b>			
Project Delivery Services (12 months)	1	\$127,042.00	\$127,042.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Project Management Total</i>			<i>\$127,042.00</i>
<b>Training</b>			
Project Training	1	\$6,300.00	\$6,300.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Training Total</i>			<i>\$6,300.00</i>
<b>Tools</b>			
RF Field Tool Kit	1	\$1,600.00	\$1,600.00
Endpoint Test Manager License	1	\$1,800.00	\$1,800.00
RadioShop License	1	\$1,500.00	\$1,500.00
Water Module Field Tool (DMMR with Software)	1	\$4,000.00	\$4,000.00
Master Meter Activator	1	\$225.00	\$225.00
		\$0.00	\$0.00
<i>Tools Total</i>			<i>\$9,125.00</i>
<b>Software</b>			
Software (If Purchased)		\$0.00	\$0.00
Command Center License Purchase		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Software (If Purchased) Total</i>			<i>\$0.00</i>

## Landis & Gyr - Overall Bid Summary

<i>Item Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extended Price</i>
<b>Ongoing Maintenance</b>			
Software Command Center Monthly Hosting Fee Based on 22947 endpoints	12	\$2,065.23	\$24,782.76
Comand enter Annual Software Support & Maintenance Agreement		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Ongoing Maintenance Total</i>			\$24,782.76
<b>Integration (If Applicable)</b>			
Included in Project Deliver Services		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Integration (If Applicable) Total</i>			\$0.00
<b>Total:</b>			<b>\$3,085,219.76</b>

## Proposed Cost Structure - Electric

<b>Item Description</b>	<b>Extended Price</b>	FY 2016	FY 2017	FY2018
		<b>Phase One</b>	<b>Phase Two</b>	<b>Phase Three</b>
Electric Meters with Communication Modules Total	1,731,782.00	345,000.00	693,391.00	693,391.00
Network Equipment Total	40,740.00	40,740.00	0.00	0.00
Project Management Total (1 year)	127,042.00	63,521.00	63,521.00	0.00
Project Training	6,300.00	6,300.00	0.00	0.00
Tools Total	5,125.00	5,125.00	0.00	0.00
Ongoing Maintenance	12,887.04	TBD	TBD	12,887.04
<b>Total:</b>	\$1,923,876.04	\$460,686.00	\$756,912.00	\$706,278.04

The ongoing maintenance for a fully deployed system will be shared by both the Water and Electric Departments (48% to 52%) respectively

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: April 25, 2016

AGENDA ITEM # 7

**ITEM: Concur with WMS Commission Approval for the Purchase of an Advanced Metering Infrastructure (AMI) Upgrade - Water**

**PRESENTER:** Bill Weirich<sup>WV</sup>—Superintendent of Water

**INDIVIDUALS CONSULTED:** Rod Lesko<sup>RL</sup>—General Manager, Paul LaManes<sup>PL</sup>—Assistant GM, Charlene Hudson<sup>CH</sup>—Power Systems Supervising Engineer

**BACKGROUND:** Wyandotte Municipal Services Water Department identified, as part of the process for approval of the Electric bond, the need and intent to upgrade our current meter reading system. As such, the WMS Electric Department spearheaded the bid process to find an Advanced Metering Infrastructure (AMI) system that could enhance our customer offerings in both water and electric as well as mitigate the communication issues that currently exists with the existing Aclara System.

The issues with our current system are numerous and continue to cause manual reading when not communicating properly. The time commitment required to manually read these meters has diminished the systems usefulness. Finally, the current system does not allow for more accurate detection and investigation of water usage/loss issues that may be caused by a variety of factors.

In order for WMS to obtain qualified bidders, a Request for Qualifications (RFQ) was developed and submitted utilizing the Michigan Inter-Governmental Trade Network (MITN) website as well as submitting this RFQ to six industry AMI vendors. From the responses, a Request for Proposal (RFP) was sent to five AMI vendors. At the public bid opening, WMS received only two proposals one from Landis & Gyr (L&G) and the other from Aclara. After conducting an evaluation of these proposals and reviewing our requirement that the system must be vetted and not in its infancy, WMS selected the Landis & Gyr Gridstream Solution for our Water and Electric advanced metering infrastructure, the total bid was \$ 3,085,219.76; \$ 1,161,343.72 for Water and \$ 1,923,876,.04 of which is for Electric.

With almost 11,000 water meters and over 12,000 electric meters, the AMI Water and AMI Electric can be fully utilized in the L&G solution. In addition, this system will support future capability for Distribution Automation, Home Automation, Direct Load Control, Pre-Pay, and Dynamic Voltage Control under the same platform. Further for Water, this system will allow for granular accuracy of high consumption problem investigations, possible leak detection and other loss issues required that the AMI system support, and/or augment overall WMS smart grid initiatives.

WMS will work with Landis & Gyr to develop a project schedule, field implementation plan and cost implementation structure. A proposed cost implementation schedule for Water is as follows:

**Proposed Cost Structure - Water**

Item Description	Extended Price	FY 2017	FY 2018	FY2019
		Phase One	Phase Two	Phase Three
Water Modules Total	1,145,448.00	162,000.00	491,724.00	491,724.00
Water Module Field Tool (DMMR with Software)	4,000.00	4,000.00	0.00	0.00
Ongoing Maintenance	11,895.72	TBD	TBD	11,895.72
<b>Total:</b>	\$1,161,343.72	\$166,000.00	\$491,724.00	\$503,619.72

The ongoing maintenance for a fully deployed system will be shared by both the Water and Electric Departments (48% to 52%) respectively

**NOTE – The above costing is for the Water portion of the project only.**

**STRATEGIC PLAN/GOALS:** Improving our water distribution facilities

**ACTION REQUESTED:** Concurrence with Wyandotte Municipal Services Commission resolution # 4-2016-03 to allow the Wyandotte Municipal Services General Manager to execute a contract with Landis & Gyr, the lowest qualified bidder, for their Gridstream Solution for Advanced Metering Infrastructure in the amount of \$ 1,161,343.72 for the Water Department, as recommended by WMS Management.

**BUDGET IMPLICATIONS:** This project is included in the Water Department Six (6) Year Capital Budget and will be included in the annual budget beginning with Fiscal 2017. It is expected that the Water Department portion will be funded through operating revenues/fund balance with no new debt issued. It is anticipated that the project will take three (3) years so one-third of the amount approved will be budgeted each fiscal year 2017 – 2019.

**IMPLEMENTATION PLAN:** Upon City Council concurrence, execute a contract with Landis & Gyr for the Gridstream AMI solution.

**MAYOR’S RECOMMENDATION:** 

**CITY ADMINISTRATOR’S RECOMMENDATION:** 

**LEGAL COUNSEL REVIEW:** Final agreement will be reviewed by City Attorney prior to General Manager signing.

**LIST OF ATTACHMENTS**

- Landis & Gyr Overall Bid Summary
- Landis & Gyr – Proposed Cost structure for Water

**RESOLUTION**

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

**WHEREAS**, the Wyandotte City Council understands the need and supports the community owned water distribution facilities and the necessity to maintain the commitment to providing the best service possible in a timely and efficient manner that is also fiscally responsible, now therefore,

**THEREFORE, BE IT RESOLVED** by the Wyandotte City Council a majority of its members thereto concurring, authorizing the General Manager to execute a contract with Landis & Gyr for their Gridstream Solution for Advanced Metering Infrastructure (AMI) in the amount of \$ 1,161,343.72 for the Water Department as recommended by WMS management.

I move for the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.  
VanBoxell

## Landis & Gyr - Overall Bid Summary

<i>Item Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extended Price</i>
<b>Electric Meters with Communication Modules</b>			
Form 2s with disconnect	11,625	\$135.00	\$1,569,375.00
Single phase odd forms 1s,3s,4s	11	\$107.00	\$1,177.00
Network 12s 120/208V	184	\$225.00	\$41,400.00
Poly phase 8/9s	267	\$230.00	\$61,410.00
Poly phase 15/16s	227	\$230.00	\$52,210.00
Poly phase 5/45s	27	\$230.00	\$6,210.00
<i>Electric Meters with Communication Modules Total</i>			<i>\$1,731,782.00</i>
<b>Water Modules</b>			
Badger Meter Model 25 LL with Orion RTR transmitter	10,606	\$108.00	\$1,145,448.00
Gridstream RF Interpreter Register Kit (Amount TBD)		\$195.00	\$0.00
<i>Water Modules Total</i>			<i>\$1,145,448.00</i>
<b>Network Equipment</b>			
C7000 Series Collector	2	\$15,000.00	\$30,000.00
RF Router and kit with 20 Ft Cable	6	\$1,790.00	\$10,740.00
		\$0.00	\$0.00
<i>Network Equipment Total</i>			<i>\$40,740.00</i>
<b>Project Management</b>			
Project Delivery Services (12 months)	1	\$127,042.00	\$127,042.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Project Management Total</i>			<i>\$127,042.00</i>
<b>Training</b>			
Project Training	1	\$6,300.00	\$6,300.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Training Total</i>			<i>\$6,300.00</i>
<b>Tools</b>			
RF Field Tool Kit	1	\$1,600.00	\$1,600.00
Endpoint Test Manager License	1	\$1,800.00	\$1,800.00
RadioShop License	1	\$1,500.00	\$1,500.00
Water Module Field Tool (DMMR with Software)	1	\$4,000.00	\$4,000.00
Master Meter Activator	1	\$225.00	\$225.00
		\$0.00	\$0.00
<i>Tools Total</i>			<i>\$9,125.00</i>
<b>Software</b>			
Software (If Purchased)		\$0.00	\$0.00
Command Center License Purchase		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Software (If Purchased) Total</i>			<i>\$0.00</i>

## Landis & Gyr - Overall Bid Summary

<i>Item Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extended Price</i>
<b>Ongoing Maintenance</b>			
Software Command Center Monthly Hosting Fee Based on 22947 endpoints	12	\$2,065.23	\$24,782.76
Command Center Annual Software Support & Maintenance Agreement		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Ongoing Maintenance Total</i>			<b>\$24,782.76</b>
<b>Integration (If Applicable)</b>			
Included in Project Deliver Services		\$0.00	\$0.00
		\$0.00	\$0.00
<i>Integration (If Applicable) Total</i>			<b>\$0.00</b>
<b>Total:</b>			<b>\$3,085,219.76</b>

### Proposed Cost Structure - Water

Item Description	Extended Price	FY 2016	FY 2017	FY2018
		Phase One	Phase Two	Phase Three
Water Modules Total	1,145,448.00	162,000.00	491,724.00	491,724.00
Water Module Field Tool (DMMR with Software)	4,000.00	4,000.00	0.00	0.00
Ongoing Maintenance	11,895.72	TBD	TBD	11,895.72
<b>Total:</b>	<b>\$1,161,343.72</b>	<b>\$166,000.00</b>	<b>\$491,724.00</b>	<b>\$503,619.72</b>

The ongoing maintenance for a fully deployed system will be shared by both the Water and Electric Departments (48% to 52%) respectively

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

MEETING DATE: April 25, 2016

AGENDA ITEM # 8

**ITEM: Installation of Ballistic Glass on the 1<sup>st</sup> Floor at City Hall in the Customer Assistance/Payment Center/City Clerk Counter Area**

**PRESENTER:** Valerie Hall- Customer Assistance/Payment Center Supervisor

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

**BACKGROUND:** The purpose of this action is to award a construction contract for physical security enhancements to the 1<sup>st</sup> floor Customer Assistance/Payment Center/City Clerk Counter Area at 3200 Biddle - City Hall. This project will reduce vulnerabilities to the Customer Assistance/Payment Center and City Clerk's Department.

The City of Wyandotte-Department of Municipal Services invited sealed bids due/opened at 2pm on March 10, 2016 for furnishing and installing ballistic glass at City Hall for the Customer Assistance/Clerks Area on the 1st Floor. Vendor's submitting bids were responsible for conducting a site visit to accurately measure the work area so that proper measurements for the ballistic glass to fit the counter top, including proper location of the money trays and ballistic resistant package passers were made. The work to be performed under this bid shall consist of furnishing all supplies, materials, labor, supervision, tools, equipment, insurance, permits and clean up necessary to complete the installation of the ballistic glass.

**STRATEGIC PLAN/GOALS:** N/A

**ACTION REQUESTED:** Support the Wyandotte Municipal Services Commission in approval of the project and award of the bid for the Installation of Ballistic Glass for the 1<sup>st</sup> Floor of City Hall to the sole and lowest qualified bidder Total Security Solutions, for an amount not to exceed \$ 19,700.00, as recommended by WMS management.

**BUDGET IMPLICATIONS:** Amount will be funded by the Wyandotte Municipal Services Safety budget for FY2016.

**IMPLEMENTATION PLAN:** Subsequent to City Council support, finalize the award of the bid and schedule installation.

**MAYOR'S RECOMMENDATION:** 

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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

**LIST OF ATTACHMENTS**

- Bid Summary
- Bid
- Photos of similar installations

**RESOLUTION:**

**WHEREAS**, City Council has the desire to approve the installation of Ballistic Glass on the first floor of City Hall in the Customer Assistance and Payment Center/City Clerk’s area to enhance safety, and

**WHEREAS**, Wyandotte Municipal Services management has properly followed bid procedures in soliciting bids for the installation of ballistic glass and the Wyandotte Municipal Service Commission supports the installation of the ballistic glass, now

**THEREFORE BE IT RESOLVED** that City Council concurs with the Wyandotte Municipal Services Commission support and authorizes the General Manager to award the bid for the installation of ballistic glass on the first floor of City Hall in the Customer Assistance and Payment Center/City Clerk’s area to the sole and lowest qualified bidder Total Security Solutions for an amount not to exceed \$ 19,700.00, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by

Councilperson: \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr  
VanBoxell



170 National Park Drive  
Fowlerville, MI 48836  
Phone: (517) 223-7807 phone #  
Fax: (517) 223-0805

Date	March 1, 2016
------	---------------

## PROPOSAL

bhoshaw@tssbulletproof.com

<b>Customer Information:</b> Wyandotte City Hall 3200 Biddle Ave Wyandotte, MI 48192 Valarie Hall vhall@wyan.org	<b>Ship To Address:</b> Wyandotte City Hall 3200 Biddle Ave Wyandotte, MI 48192 Valarie Hall 734-324-7126
---	--

PO Number	Project Name	Sales Person	Date Required	Payments Terms
-	Wyandotte City Hall	Bob Hoshaw		See Below
QTY.	Item	Description	Total	
		<b>Base Bid: Furnish &amp; Install</b> 1.) 1 1/4" thick level 1 uncoated acrylic fabricated into a fixed baffle system on an existing service counter approximately 37' long with seven (7) transaction areas. The level 1 acrylic will extend approximately 48" above the existing hoods. 2.) Seven (7) counter mount stainless steel money trays. 3.) 1/2" thick non-rated acrylic slot louvers to extend approximately 15" above the level 1 acrylic along the entire enclosure. 4.) One (1) level 1 plastic laminate finished door. The door frame, continuous hinge, closer and standard lockset are all inclusive. 5.) All necessary channels, hardware and fasteners as required for a complete installation.	Base Bid:	\$15,620.00
		<b>Alternates:</b> 1.) Line the existing service counter with level 1 bullet resistant fiberglass with a painted black finish.	Add to Base Bid:	\$2,310.00
		2.) Provide one additional baffle work station on the existing ADA service counter. The price includes one additional baffle transaction window and one (1) cash tray.	Add to Base Bid:	\$530.00
		3.) Provide one double door package exchange unit, 18" x 18" x 18".	Add to Base Bid:	\$890.00
		4.) Modify the existing countertop with a slot for absentee ballots and modify the existing ballot box to mount below the existing desk.	Add to Base Bid:	\$350.00
		<b>Qualifications &amp; Exclusions:</b> 1.) The price does not include any applicable tax. 2.) TSS will field measure, deliver and install the system listed above. 3.) Terms: 50% deposit and balance net 30 days.		
1	Box & Crate	All items are Packaged & Crated		Included
1	Freight	All items are Shipped with A Common Carrier		Included
1	Tax	Sales Tax	%	If Applicable
The above prices, specifications and conditions are satisfactory and hereby accepted. Total Security Solutions, Inc. is authorized to proceed with the work as specified. Options will be initiated as approved or <del>crossed out as declined</del> . Payment terms included in attachment supplied with quote. This quote shall remain in effect for 90 days from the above date. Customer is responsible for payment of state sales tax.			<b>Total Amount</b>	<b>\$19,700.00</b>
				<b>Plus Applicable Tax</b>
Upon Signing I agree to the total amount and payment terms as listed above				

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_





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

MEETING DATE: April 25, 2016

AGENDA ITEM # **9**

**ITEM:** Purchase Additional 96 Gallon Toters

**PRESENTER:** Mark A. Kowalewski, City Engineer *Mark Kowalewski 4-18-16*

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

**BACKGROUND:** The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. The Department of Public Service (DPS) desires to purchase an additional 144 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of \$6,364.80 (144 x \$44.20) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

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

**ACTION REQUESTED:** Approve the DPS to purchase 144- ninety-six gallon carts at a cost of \$6,364.80 from Cascade Engineering.

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

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

**COMMISSION RECOMMENDATION:** N/A

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

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

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

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 25, 2016

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

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 144 – Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$6,364.80 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte’s logo, imprinted serial numbers and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

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

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

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

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

MEETING DATE: April 25, 2016

AGENDA ITEM # **10**

**ITEM:** Department of Engineering – 2016 Cleaning of the Police Department and Court Building

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

*Mark Kowalewski - 4-20-16*

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

**BACKGROUND:** The Department of Engineering has met with Veteran's Cleaning regarding extension of their contract for the Police Department and Court Building in the City of Wyandotte. Mr. Greg Meyring, owner of Veteran's Cleaning, has indicated that Veteran's Cleaning can perform the 2016 Cleaning of the Police and Court Building at the unit rates set forth in the contract with the City for the 2015 Cleaning of the Police and Court Building, File #4646. The conditions of the contract extension would be as set forth in the attached Amendment to Contract.

**STRATEGIC PLAN/GOALS:** This work is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort of building maintenance.

**ACTION REQUESTED:** Approve contract extension.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

The work will be funded from the 2016 budget year Building Cleaning Account 1 01-301-825-420 (\$40,930).

**IMPLEMENTATION PLAN:** If approved by Council, authorize Mayor and Clerk to sign said Amendment to Contract.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*J. Dunsdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

*AKP*

**LIST OF ATTACHMENTS:** Amendment to Contract 2015 Cleaning of Police Department and Court Building, File #4646, Police Chief's Approval of Extension, Court Administrator's Approval of Extension.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 25, 2016

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

RESOLVED by the City Council that Council hereby concurs in the recommendation of the City Administrator and City Engineer to amend the 2015 Cleaning of Police Department and Court Building, File #4646 contract with Veteran's Cleaning to include the 2016 Cleaning of Police Department and Court Building as set forth in the Amendment To Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment;

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the building maintenance.

FURTHER RESOLVED THAT the work will be funded from the 2016 budget year Building Cleaning Account 101-301-825-420 (\$40,930.00).

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, Jr.	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

**AMENDMENT TO CONTRACT**  
**2015 Cleaning of Police Department and Court Building**  
**FILE #4646**

ARTICLES OF AGREEMENT AMENDING the Contract made and entered into on *May 11, 2015* by and between the CITY OF WYANDOTTE, party of the first part, and *Veteran's Cleaning at 7958 Coventry Avenue, Grosse Ile, Michigan 48138*, County of Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added: *daily cleaning of the Police Department and Court Building from July 1, 2016 through June 30, 2017.*
2. This contract shall be increased by the estimated amount of **\$40,930.00**.
3. Completion date for this additional work shall be *June 30, 2017*.
4. The unit prices and contract conditions will remain the same as in the original contract.
5. Insurance Policies and Certificates will be submitted by the party of the second part to cover the extended period of time.

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

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

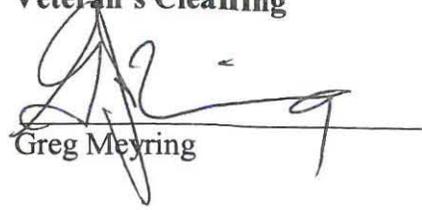
\_\_\_\_\_  
Joseph R. Peterson, Mayor

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

PARTY OF THE SECOND PART

**Veteran's Cleaning**

DATE: \_\_\_\_\_

  
\_\_\_\_\_  
Greg Meyring

\_\_\_\_\_  
WITNESS

Jesus Plasencia

---

**From:** Daniel Grant [dgrant@wyan.org]  
**Sent:** Tuesday, February 23, 2016 9:19 AM  
**To:** 'Jesus Plasencia'  
**Subject:** RE: PD Cleaning Contract

Good Morning Jesus,

We are very satisfied with the services as provided by Veteran's Cleaning at the Police Dept. so I fully support extending their services for the next year.

Thanks much,

Dan Grant



Daniel J. Grant, Chief of Police  
Wyandotte Police Department  
2015 Biddle Ave, Wyandotte, MI. 48192  
Office 734 324-4420  
FAX 734 324-4442  
[dgrant@wyan.org](mailto:dgrant@wyan.org)

**From:** Jesus Plasencia [mailto:jplasencia@wyan.org]  
**Sent:** Friday, February 19, 2016 4:27 PM  
**To:** Dan Grant <dgrant@wyan.org>  
**Subject:** PD Cleaning Contract

Chief Grant

Please find the enclosed letter regarding a contract extension with your cleaning company.

Jesus R. Plasencia, P.E.  
City of Wyandotte  
Department of Engineering and Buildings  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192  
734-324-4558

**OFFICIALS**

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Kevin VanBoxell

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

February 19, 2016

Chief Daniel Grant  
Wyandotte Police Department  
2015 Biddle Avenue  
Wyandotte, MI 48192

RE: PD Cleaning Contract Extension File #4646  
With Veteran's Cleaning

Dear Chief Grant:

The Mayor and City Clerk executed a one year cleaning contract for the Wyandotte Police Department and Court Building, located at 2015 Biddle Avenue, on May 11<sup>th</sup>, 2015. Pursuant to the provisions of the contract, the City has the option of extending the contract, at the accepted unit rates as bid, for an additional period of two consecutive years. The contract will not expire until the end of June 2016. However, if the contract requires re-bidding, this office is tasked with initiating the bid process at this time.

Please review the services provided by Veteran's Cleaning and make a recommendation as to whether or not your department desires to extend the contract for an additional year. Based on your recommendation, this office will initiate paperwork for the desired course of action.

Please contact me at 734-324-4558, or via email at [jplasencia@wyan.org](mailto:jplasencia@wyan.org) if further discussion is warranted. Thank you.

Respectfully,

Jesus R. Plasencia  
Assistant City Engineer

## Jesus Plasencia

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**From:** Stacie Nevalo [snevalo@wyan.org]  
**Sent:** Friday, April 15, 2016 11:02 AM  
**To:** 'Jesus Plasencia'  
**Subject:** RE: Cleaning Services for 27th District Court

Jesus,

It was a pleasure meeting you as well. I approve the cleaning services provided by Veteran's Cleaning. If you any further questions please let me know. Thank you

Stacie Nevalo  
27<sup>th</sup> District Court Administrator

---

**From:** Jesus Plasencia [mailto:jplasencia@wyan.org]  
**Sent:** Tuesday, April 12, 2016 3:10 PM  
**To:** 'Stacie Nevalo'  
**Subject:** Cleaning Services for 27th District Court

Stacie

It was my pleasure to meet you today. Per our discussion, please find the enclosed letter seeking your approval or dissatisfaction of the cleaning services provided by Veteran's Cleaning. Please provide a written response for the project files.

Thank you.

Jesus R. Plasencia, P.E.  
City of Wyandotte  
Department of Engineering and Buildings  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192  
734-324-4558

**OFFICIALS**

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Kevin VanBoxell

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

April 12, 2016

Stacie Nevalo  
27<sup>th</sup> District Court  
2015 Biddle Avenue  
Wyandotte, MI 48192

RE: PD Cleaning Contract Extension File #4646  
With Veteran's Cleaning

Dear Ms. Nevalo:

The Mayor and City Clerk executed a one year cleaning contract for the Wyandotte Police Department and Court Building, located at 2015 Biddle Avenue, on May 11<sup>th</sup>, 2015. Pursuant to the provisions of the contract, the City has the option of extending the contract, at the accepted unit rates as bid, for an additional period of two consecutive years. The contract will not expire until the end of June 2016. However, if the contract requires re-bidding, this office is tasked with initiating the bid process at this time.

Please review the services provided by Veteran's Cleaning and make a recommendation as to whether or not your department desires to extend the contract for an additional year. Based on your recommendation, this office will initiate paperwork for the desired course of action.

Please contact me at 734-324-4558, or via email at [jplasencia@wyan.org](mailto:jplasencia@wyan.org) if further discussion is warranted. Thank you.

Respectfully,

Jesus R. Plasencia  
Assistant City Engineer

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

MEETING DATE: April 25, 2016

AGENDA ITEM # **11**

**ITEM: Tree Planting Replacement for Grove Street and 8<sup>th</sup> Street**

**PRESENTER:** Mark Kowalewski, City Engineer *Mark Kowalewski 4-21-16*

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

**BACKGROUND:** The tree replacement area is located North of Grove Street and East of 8<sup>th</sup> Street. The trees are intended to replace damaged trees and prevent vehicles from entering the greenbelt. This proposal is to plant fifteen (15) White Fir, (7) Norway Spruce and (10) Red Maple trees. These trees will be replaced with revenue received from the DuPont settlement. Two (2) trees will also be replaced on Maple Street between Biddle Avenue and Van Alstyne utilizing the bond from the adjoining owner for this purpose. See the attached cost summary sheet.

This item was previously approved by the Council but the contractor, Lodi Farms, failed to enter into a contract with the City.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community's quality of life by fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Award the contract to Franks Landscaping, Dearborn Heights, Michigan, in the lump sum amount of (\$8,498.00) for the tree planting.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account # 101-000-257-098 \$8,000.00. The cost for the tulip trees (\$498.00) will be deducted from the bond for the Maple/Biddle project.

**IMPLEMENTATION PLAN:** Execute contract and plant trees.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *D. Dunsdale*

**LEGAL COUNSEL'S RECOMMENDATION:** *W. Fook* Reviewed Agreement

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

**LIST OF ATTACHMENTS:**

Tree planting layout,

Summary of bids

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 25, 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte City Engineer in the following resolution;

Award the contract for Tree Planting to Franks Landscaping, Dearborn Heights, MI, in the amount of \$8,498.00, from account # 101-000-257-098 (\$8,000.00) and deduct from the Maple/Biddle project bond (\$498).

I move the adoption of the foregoing resolution.

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

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

YEAS

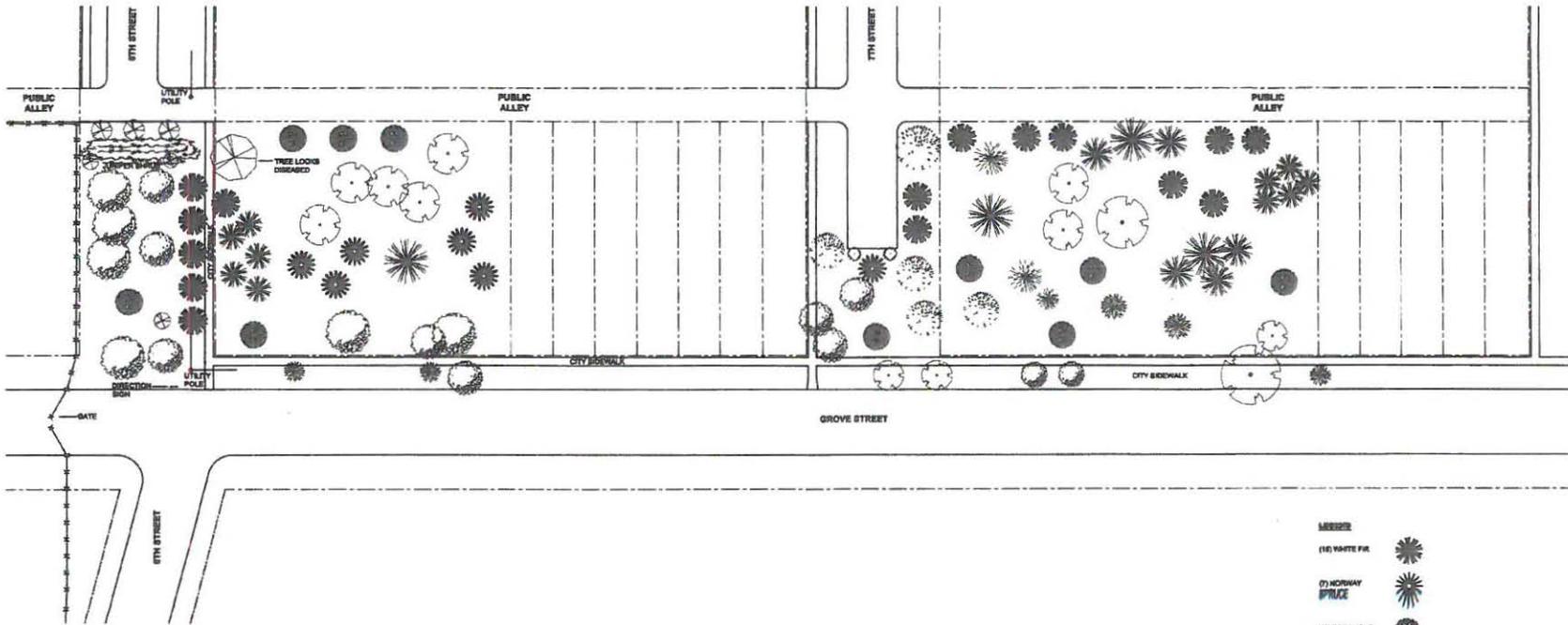
COUNCIL

NAYS

_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

**Tree Planting for Grove & 8<sup>th</sup> Street**

<b><u>Contrator</u></b>	<b><u>City</u></b>	<b><u>Bid Amount</u></b>
Franks Landscaping	Dearborn Heights	\$8,498.00
Margolis Companies	Ypsilanti	\$10,440.00
D & R Maintenance Management	Allen Park	\$12,240.00



GROVE - 7TH STREET TO 8TH STREET



- LEGEND
- (1) WHITE FIR
  - (2) NORWAY SPRUCE
  - (3) RED MAPLE TREE

2 - Tulip Tree 2-25"  
planted at the  
corner of Maple/...

3 WORKING DAYS |  
BEFORE YOU DIG  
CALL MISS DIG  
1-800-482-7171  
(SEE PAGE 10 FOR THE LOCATION OF THE MISSING PLANTER)

REVISIONS:	DATE: APRIL 2015
	DRAWN BY: R.HOPE
LANDSCAPING PROPOSED TREE PLAN	PROJECT NO.
	GROVE STREET - 7TH STREET TO 8TH STREET
CITY OF WYANDOTTÉ - DEPT. OF ENGINEERING CITY ENGINEER - MARK A. KOWALEWSKI	PHONE: (734) 324-4351
	FAX: (734) 324-4326
	3008 BIDDLE AVENUE SUITE 200 WYANDOTTÉ, MI 48182
C-1	

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

MEETING DATE: April 25, 2016

AGENDA ITEM # **12**

**ITEM:** DEMOLITION BIDS FOR 705 PLUM

**PRESENTER:** Mark Kowalewski – City Engineer

*Mark Kowalewski 4-20-16*

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

**BACKGROUND:** September 28, 2015, City Council approved the acquisition of the property at 705 Plum Street. The purchase and closing of the property has been completed (see attached Deed).

The attached bids indicate Pro Excavation as the lowest bid in the amount of \$6,000 (see attached bids).

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

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer selecting Pro Excavation as the contractor of record.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account No. 492-200-850-519

**IMPLEMENTATION PLAN:** Pro Excavation will be directed to begin demolition.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*D. Dunsdale*

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

**MAYOR'S RECOMMENDATION:**

*J.P.*

**LIST OF ATTACHMENTS:** City Council Resolution dated September 25, 2015; Deed and Demolition Bids

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: April 25, 2016

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

BE IT RESOLVED by City Council 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 \$6,000 for the demolition of the property at 705 Plum from account 492-200-850-519.

I move the adoption of the foregoing resolution.

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

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

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

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION**

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: September 28, 2015

MOVED BY: Councilperson Miciura

SUPPORTED BY: Councilperson Fricke

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 705 Plum in the amount of \$23,000.00 to be appropriated from TIFA Area Fund account no. 492-200-850-519; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte. The estimated cost of demolition is \$6,000. 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 September 28, 2015, 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

2016 FEB -2 AM 11:59

Bernard J. Youngblood  
Wayne County Register of Deeds  
2016060453 L: 52784 P: 777  
02/02/2016 11:59 AM WD Total Pages: 1



MICHIGAN REAL ESTATE TRANSFER TAX  
Wayne County Tax Stamp #397023  
02/02/2016  
Receipt# 16-48806 L: 52784 P: 777  
State Tax: \$172.50 County Tax: \$25.30



### WARRANTY DEED

#### STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS:

That Tina M. Hiner, a single woman

Residing at 705 Plum Street, Wyandotte, MI 48192

Convey (s) and warrant(s) to City of Wyandotte, a Michigan Municipal Corporation

whose street address and Post Office address is 3200 Biddle Avenue, Wyandotte, MI 48192

the following premises located in the City of Wyandotte, County of Wayne, and the State of Michigan, to wit:

North 1/2 of Lot 15 and North 1/2 of the East 1/2 of Lot 16, Block 10, Garfield Place Subdivision, as recorded in Liber 14, Page 80 of Plats, Wayne County Records.

TAX I. D. # 57-020-26-0015-001

COMMONLY KNOWN AS: 705 Plum Street

together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of: Twenty Three Thousand (\$23,000.00) Dollars subject to the existing building and use restrictions and easements of record and zoning ordinances.

Dated this 29<sup>th</sup> day of December, A. D., 2015

Signed by:

Tina M. Hiner, a single woman

STATE OF MICHIGAN  
COUNTY OF WAYNE ss.

On this 29<sup>th</sup> Day of December, A. D., 2015 before me personally appeared Tina M. Hiner, a single woman, to me known to be the persons described in and who executed the forgoing instrument and acknowledge that they executed the same as their free act and deed, and represented that they are 18 years of age or older.

Kelly Roberts, Notary Public  
Wayne County, MI

My commission expires: 02/13/2019  
Acting in Wayne County

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or titles owed to any other entities.  
No: 511 12-11-15 P. # 12-0 Not Examined  
Date: 11/3/16 WAYNE COUNTY TREASURER Clerk

Instrument  
Drafted by William R. Look  
2241 Oak Street  
Wyandotte, MI 48192

\*When  
\*recorded  
\*return to:

William R. Look  
2241 Oak Street  
Wyandotte, MI 48192

Rec fee \$20.00  
Rev \$197.80

#346371

1

Minnesota Title Agency

DEMOLITION BIDS RECEIVED February 17, 2016

<u>ADDRESS</u>	<u>PRO EXCAVATION</u>	<u>21ST CENTURY SALVAGE</u>	<u>HOMRICH</u>
705 Plum	\$ 6,000.00	\$ 6,800.00	\$ 11,340.00

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

**MEETING DATE:** April 25, 2016

**AGENDA ITEM # 13**

**ITEM:** Sale of Former McKinley School at 640 Plum Street

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

*Mark Kowalewski*  
4-20-16

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer; William Look, City Attorney; Giuseppe DiSanto, Coachlight Properties, LLC

**BACKGROUND:** At the December 14, 2015, City Council meeting Council directed the City Engineer and City Attorney to negotiate a Purchase Agreement with Coachlight Properties LLC, for the sale of former McKinley School Site at 640 Plum Street. The Purchase Agreement includes the following:

- a. Sale of the property for \$1.00
- b. Maximum number of units to be 60. (Thirty (30) units will be in the existing building and thirty (30) units will be in the new construction.)
- c. Parking will be provided at a rate of 1.5 parking spaces per unit
- d. Any additions to the building will be of same architectural style as existing building
- e. Reconfiguration of existing park space with buyer committing up to \$100,000 for improvement subject to City's approval. Buyer to maintain Public Park.
- f. The City's support for an Obsolete Property Rehabilitation Act Exemption (OPRA) and Brownfield Plan is included in Paragraph 35.H. City representatives and Coachlight Properties LLC representatives have met with the Michigan Economic Development Corporation (MEDC) regarding the potential for capturing state school tax as part of a future Brownfield Plan. After these meetings, state school tax capture will not be pursued. The elimination of the state school tax capture adds four (4) years to the reimbursement period for the Senior Housing Project. A Senior Housing Development with the 12 year OPRA and Brownfield Plan still generates more net tax revenue for the City compared to the other alternatives (see revised Tax Revenue Analysis).

In addition, the State of Michigan Historic Preservation Office (SHPO) Supervisor has provided support for the project being included on the National Register of Historic Places. He indicated the architectural detail and overall design of the building including potential renovations makes the building an ideal candidate.

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

**ACTION REQUESTED:** Approve the Purchase Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Future maintenance costs to school building avoided and additional revenue received by the City.

**IMPLEMENTATION PLAN:** Execute Purchase Agreement and complete conditions precedent to closing.

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** Reviewed Agreement as to form by W. Look 4/20/16

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

**LIST OF ATTACHMENTS:**

Attachment #1 – Purchase Agreement

Attachment #2 – Revised Tax Revenue Analysis

Attachment #3 – Council Resolution dated December 14, 2015

Agenda item from December 14, 2015 includes:

A: June 9, 2015 with Letter of Intent- Amended (LOI) #2.

B: Rezoning Ordinance

C: Coachlight Properties LLC letter regarding OPRA and Brownfield

D: Tax Revenue Analysis of Nine (9) Buildable Lot; Tax Revenue of Senior Housing Project; Comparison of Tax Capture 60 Apartment Versus Nine (9) Houses; Comparison of Tax Capture 60 Apartment versus 14 Houses.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: April 25, 2016

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

RESOLVED BY THE MAYOR AND COUNCIL that the Council concurs with the recommendation to sell the property known as former McKinley School Site, 640 Plum to Coachlight Properties, LLC, for the amount of \$1.00; AND

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 McKinley School Site, 640 Plum Street between Coachlight Properties LLC and the City of Wyandotte as presented to Council on April 25, 2016; 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.

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	_____

**AGREEMENT FOR PURCHASE AND SALE**

THIS AGREEMENT FOR PURCHASE AND SALE (the “**Agreement**”) is entered into by and between THE CITY OF WYANDOTTE, (“**Seller**”) and THIRD WATCH SENIOR L.P. a Michigan limited partnership (“**Buyer**”).

**BACKGROUND:**

Seller is the owner of that certain property identified as the McKinley School located at 640 Plum Street, Wyandotte, Michigan and consisting of approximately 2.7 acres which is described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”), upon which Buyer intends to construct a senior housing facility for independent senior residents, together with related amenities (the “**Intended Improvements**”). The parties to this Agreement agree to the sale and purchase of the Property on the terms and conditions which are set forth herein. The effective date of this Agreement shall be the date upon which the last party hereto fully executes this Agreement (the “**Effective Date**”).

In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

**AGREEMENT:**

1. **Purchase and Sale.**

Subject to all of the terms and conditions of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the Property, together with all appurtenances, rights, easements, rights of way, permits, licenses and approvals incident or appurtenant thereto.

2. **Purchase Price and Payment.**

(a) The purchase price to be paid by the Buyer to the Seller for the Property is One Dollar and 00/100 Cents (\$1.00) (the “**Purchase Price**”), subject to adjustments and prorations as set forth in this Agreement.

(b) Seller acknowledges receipt of the sum of Ten Thousand Dollars (\$10,000.00) (“**First Deposit**”) paid by Buyer to Seller as an earnest money deposit. The First Deposit is fully refundable to the Buyer if Buyer terminates this Agreement any time prior to expiration of the Governmental Approval Period. Thereafter, within ten (10) business days following the expiration of the Investigation Period, Buyer shall deliver to Seller the sum of One Thousand Dollars (\$1,000.00) (the “**Second Deposit**”). The Second Deposit is fully refundable to the Buyer if Buyer terminates this Agreement prior to the expiration of the Finance Approval Period (hereinafter defined). If Buyer elects to proceed with this transaction following the expiration of the Finance Approval Period, then the Second Deposit shall become nonrefundable (except as set forth below). The First Deposit and Second Deposit are hereinafter collectively referred to as the “**Deposit**”. All interest earned on the Deposit shall be paid to the Buyer, unless the Buyer defaults under the terms of this Agreement, and in such event the interest earned on the Deposit shall be paid to Seller. Pursuant to the terms set forth above, after the applicable deadline, portions of the Deposit shall be non-refundable, **except** in the event that (i) the Seller fails, refuses or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of Buyer set forth in Section 9 have not been satisfied; or (iii) as otherwise specifically provided in this Agreement.

Conditions in favor of Buyer set forth in Section 9 have not been satisfied; or (iii) as otherwise specifically provided in this Agreement.

(c) The Deposit shall be applied to the Purchase Price at Closing or credited to the Buyer in the event the Deposit exceeds the Purchase Price. On the Closing Date (as defined in Section 10), Buyer shall pay to Seller the balance of the Purchase Price subject to the credits, adjustments and prorations as herein provided, by a cashier's check or by wire transfer of United States Dollars.

### 3. Purchase and Sale.

Commencing on the Effective Date, Buyer shall have one hundred twenty (120) days ("Investigation Period") to investigate the Property and to satisfy itself with respect to the condition of the Property, including but not limited to, the environmental status and condition of the Property and the feasibility of future development of the Property and to determine the suitability of the Property for the development of the Intended Improvements. Buyer shall have the right to investigate any and all aspects of the Property it deems appropriate, in its sole and absolute discretion, and Seller agrees to cooperate with Buyer in Buyer's review and inspection of the Property, including but not limited to the (i) physical inspection of the Property, (ii) soils investigation, (iii) environmental assessment, (iv) survey and topographical study, (v) wetlands assessment, (vi) condition of title, (vii) engineering, utilities and site planning studies, (viii) marketing and financial feasibility studies, and (ix) determination of the feasibility of obtaining the appropriate zoning entitlements from the governmental agencies having jurisdiction over the Property. During the Investigation Period, Seller will provide Buyer and Buyer's agents with access to the Property for the purposes of conducting any and all tests that Buyer deems appropriate with respect to the Property. Buyer hereby indemnifies and agrees to defend, protect and hold harmless Seller for, from and against any cost, liability, damage and/or expense (including, without limitation, environmental liability, remedial costs, removal costs, and reasonable attorneys' fees and expenses) incurred by Seller as a result of or in connection with the above-described inspection of the Property by Buyer or its agents. Said indemnification shall survive any termination of this Agreement. Buyer shall have no indemnification obligation or other liability for or in connection with any claim arising from pre-existing conditions on or under the Property, or those arising from the presence or discovery of any hazardous substance previously existing on the Property. Notwithstanding any provision in this Agreement to the contrary, at any time on or before the end of the Investigation Period, Buyer may, without liability to Seller and for any reason or no reason whatsoever elect not to proceed with this transaction. Unless Buyer has notified Seller and Escrow Agent in writing that it has elected to proceed with this transaction, then on the day following the last day of the Investigation Period, this Agreement shall automatically terminate, and the parties hereto shall be relieved of all liabilities and obligations under this Agreement and the First Deposit shall be delivered by Escrow Agent to Buyer. If this Agreement is not terminated as herein provided, Buyer's right of access shall continue unabated until Closing.

In the event Buyer elects to terminate this Agreement, Buyer shall return the original and all photocopies of the Documents to Seller, within five (5) days following the expiration of the Investigation Period. All investigations shall be at Buyer's sole cost and expense. In addition, Buyer agrees to return the Property to the same condition as existed prior to Buyer's investigation of the Property. The preceding requirement shall be a condition of the return of the First Deposit to Buyer.

### 4. Title and Title Insurance.

Within thirty (30) days from the Effective Date of this Agreement, Seller shall provide Buyer with a copy of Seller's title insurance policy for the Property, if any. Buyer, at its sole cost and expense, shall obtain an owner's title insurance commitment ("Commitment"), issued by a nationally recognized title insurance company ("Title Insurer"). The Commitment shall show that title to the Property is good,

marketable and insurable, subject to no matters which would adversely affect Buyer's ownership or development of the Property. Buyer shall have until the end of the Investigation Period in which to examine the condition of title to the Property. If Buyer fails to provide Seller with written notice prior to the expiration of the Investigation Period, of specific defects which make title to the Property other than as required by this paragraph, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Commitment, provided, however, that Seller shall be obligated to satisfy at closing any mortgages or other monetary liens against the Property. If Buyer timely notifies Seller that title does not satisfy the requirements of this paragraph ("Title Objections"), then within fifteen (15) days of receipt of Buyer's Title Objections, Seller shall send to Buyer a notice in writing (a "Cure Notice") stating either (i) that the Title Objections have been cured or will be cured prior to Closing, or (ii) that Seller is either unable to cure or has chosen not to cure such objection. If Seller shall be unable or unwilling to cure all objections, then the Deposit, at the election of Buyer, shall be returned to Buyer, this Agreement shall be terminated and all parties hereto shall be released from any and all obligations and liabilities hereunder. At any time prior to such termination, Buyer may elect by written notice to Seller to waive any defects in title, in which event the Closing shall take place pursuant to this Agreement without any abatement in the Purchase Price.

Buyer may object to the status of title at Closing and refuse to close this transaction if an updated Commitment or Survey (as defined below) reveals matters other than those reflected in the Commitment and Survey and which would adversely affect Buyer's ownership or development of the Property. If Seller is unwilling, fails or refuses to discharge or remedy such matters prior to Closing, then Buyer may: (i) terminate this Agreement in which case the Deposit shall be disbursed to Buyer and neither party will have any further liability hereunder except as to the specific provisions intended to survive termination; or (ii) proceed to Closing without any adjustment to the Purchase Price.

#### 5. Survey.

Buyer may, at Buyer's sole cost and expense, obtain a survey or an update of Seller's survey (the "Survey") of the Property prepared by a land surveyor registered and licensed in the State of Michigan. If the Survey shows any encroachments on the Property or that any improvements located on the Property encroach on other property, or if the survey shows any other adverse or objectionable matters to Buyer, then Buyer shall notify Seller of such objections prior to the expiration of the Investigation Period. Any such encroachments or objections shall be treated as a Title Objection and the time frames, obligations, rights and remedies of Seller and Buyer shall be the same as set forth in Section 4 hereof.

#### 6. Approvals.

(a) Buyer's obligation to purchase the Property from Seller is contingent upon the final issuance of zoning approval, site plan and building permit approval for the Intended Improvements from all applicable governmental and regulatory authority (the "Governmental Approvals"). Buyer shall be responsible, at its sole cost and expense, for obtaining the Governmental Approvals. Seller agrees to cooperate with and to join in any and all applications, permits, consents, zoning, land use, concurrency, platting and other permitting, etc., that may be required to be filed in connection with the Governmental Approvals.

(b) Final issuance of the Governmental Approvals shall be deemed to occur only when all of the Governmental Approvals have been issued or granted by the applicable governmental and quasi-governmental boards and agencies, all appeal periods have expired and any appeals filed have been finally and favorably determined. If Buyer is unable to obtain the Governmental Approvals on or before the expiration of the second option period (the "Governmental Approvals Period"), then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Agreement and upon such termination by

Buyer, the Second Deposit shall be delivered or paid to Buyer and the parties shall be relieved of all further liability under this Agreement, except for those obligations which expressly survive termination of this Agreement.

(c) If either (i) the Governmental Approvals are not sufficient to allow for the construction of the Intended Improvements or contain conditions to approval that are not acceptable to Buyer in its sole discretion, or (ii) Buyer fails to obtain the Governmental Approvals prior to the expiration of the second option period, then Buyer shall have the right to terminate this Agreement by providing written notice to Seller and Escrow Agent ("**Governmental Approval Termination Notice**") prior to the expiration of the Government Approvals Period. Upon receipt of the Governmental Approval Termination Notice, Escrow Agent shall return the Second Deposit to Buyer and this Agreement shall be terminated and shall be null and void without recourse to either party hereto, except for those obligations that expressly survive the termination of this Agreement.

(d) Buyer shall have until the expiration of the second option period (the "**Finance Approval Period**") to determine if it will be successful in obtaining approval of construction and permanent financing for the Intended Improvements. Buyer shall advise Seller periodically as to the status of its financing efforts. If Buyer does not receive Finance Approval on or before the expiration of the second option period, then Buyer shall be entitled (but Buyer shall not be obligated) to terminate this Agreement by written notice to Seller delivered on or before the expiration thereof and, upon such termination by Buyer, the Second Deposit shall be returned to Buyer. In the event of such termination, the parties shall be relieved of all further liability under this Agreement, except for those obligations which expressly survive termination of this Agreement. Buyer shall provide to Seller a written update as to project financing on a monthly basis.

(e) In no event shall the Governmental Approvals or Finance Approval extend beyond two hundred forty (240) days from the Effective Date of this agreement.

#### 7. **Seller's Representations and Warranties.**

Seller hereby represents and warrants to Buyer as follows:

(a) There are no condemnation or eminent domain proceedings pending or to the best of Seller's knowledge contemplated against the Property or any part thereof, and the Seller has received no notice of the desire or intention of any public authority to take or use the Property or any part thereof.

(b) There are no pending suits or proceedings against or affecting the Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

(c) Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement.

(d) Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property.

(e) Seller has no knowledge of any unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.

(f) There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller in respect of the Property, nor are there any actions, suits, proceedings, investigations or claims for additional taxes and assessments asserted by any taxing authority.

(g) There are no mechanics' or materialmen's liens against the Property and if subsequent to Closing hereunder, any mechanics' or other liens of Seller, its agents or employees, shall be filed against the Property based upon any act or omission occurring prior to Closing on the Property, Seller shall take such action, at Seller's sole cost and expense, within ten (10) days after notice to Seller of the filing thereof, by bonding, deposit, payment or otherwise, as will remove, transfer or satisfy such lien of record against the Property.

(h) There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise. Further, Seller is not responsible for mechanics liens which resulted from Buyer or its agents or contractors since Buyer had access to the Property.

(i) Seller is not insolvent, is not subject to any bankruptcy or other insolvency proceedings or any assignment for the benefit of creditors or any similar proceedings for the benefit of creditors, and neither Seller nor the Property are operating under or subject to any receiver, trustee or similar entity for the benefit of creditors.

(j) This Agreement does not and will not contravene any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law or regulations.

(k) Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Executive Order and any such rules, regulations, legislation, or orders are collectively called, the "Asset Orders"). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Asset Orders, if any, available to Buyer for its review and inspection during normal business hours and upon reasonable prior notice. Further, neither Seller, nor any beneficial owner of Seller:

(i) is listed on the Specially Designated Nationals and Blocked Person list maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any rules and regulations of OFAC or pursuant to any other applicable Asset Orders (such lists are collectively referred to as the "Lists")

(ii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Asset Orders; or

(iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Asset Orders.

The foregoing representations and warranties shall survive the Closing, are true and correct as of the date hereof and Seller shall deliver a certificate as of the Closing Date reaffirming that each of the foregoing representations and warranties remain true and correct as of such Closing Date.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller (which warranties are true and correct as of the date of this Agreement, will be true and correct as of the

Closing Date and which shall survive the closing hereunder) that (a) Buyer has and at the time of the Closing will have full power and legal right and authority to enter into and perform its obligations under this Agreement, and the consummation of the sale and purchase transaction contemplated herein will not result in the breach or constitute a default under any agreement or instrument to which Buyer is bound in such manner as to affect Buyer's ability to purchase the Property as contemplated herein; (b) there has not been filed by or against Buyer any petition in bankruptcy or other insolvency proceedings or for reorganization of Buyer or for the appointment of a receiver or trustee for Buyer's property, nor has Buyer made any assignment for the benefit of its creditors or filed a petition for an arrangement or entered into an arrangement with creditors, or otherwise admitted in writing its inability to pay its debts as they become due; and (c) there is no litigation or proceeding pending or threatened against Buyer which would materially interfere with Buyer's ability to purchase the Property and perform its obligations under this Agreement, and Buyer has no reasonable grounds to know the basis for any such action. Seller's obligation to sell the Property shall be conditioned upon Buyer's representations and warranties being true and correct as of the Closing date.

9. **Conditions to Buyer's Obligations.**

It shall be a condition precedent to Closing of this Agreement by Buyer that each of the following conditions be satisfied to Buyer's satisfaction ("**Buyer's Conditions**"):

(a) Seller shall not be in default under any of the terms of conditions of this Agreement.

(b) Each of the representations and warranties of Seller set forth in this Agreement shall be true, complete and correct at the date of the Closing as if made at that time, and the Seller shall have delivered its certificate to such effect.

(c) There shall be no moratoria as defined herein in effect as of the Closing and if a moratorium is in effect, then the terms and provisions of Section 17 shall control.

(d) At the Closing, the Title Insurer shall irrevocably commit to issue to Buyer an ALTA Owner's Policy of title insurance, dated as of the date and time of the recording of the deed, in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, free and clear of liens, and subject only to the permitted title exceptions as provided in this Agreement ("**Title Policy**").

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Buyer shall have the right to waive any or all of the foregoing conditions and close this transaction or Buyer shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder, except those obligations which survive termination of the Agreement.

10. **Closing.**

(a) The purchase and sale contemplated by this Agreement shall be closed sixty (60) days following the Governmental Approval period and Finance Approval Period, but in no event later than three hundred days following complete execution of this Agreement For Purchase and Sale (the "**Closing**" and the "**Closing Date**"). The Closing shall take place at the Seller's attorney's office or by escrow closing.

11. **Seller's Deliveries.**

Seller shall deliver to the Buyer at Closing the following documents dated as of the Closing date, the delivery and accuracy of which shall be a Buyer's Condition to the Buyer's obligation to consummate the purchase and sale:

(a) **Warranty Deed.** A general warranty deed in recordable form, duly executed by the Seller, conveying to the Buyer good, marketable and insurable fee simple title to the Property subject only to the permitted exceptions as reflected in the Commitment which have not been objected to by Buyer, with the legal description provided on the Survey and in the Commitment. Buyer acknowledges that the deed of conveyance for the Property will include a deed restriction with a right of reverter in the event Buyer fails to materially comply with the stated requirements.

(b) **Affidavit.** An owner's and contractor's affidavit adequate for title insurance to be issued with the "gap" deleted, any possession exception deleted, and without exception for mechanics' or materialmen's liens.

(c) **Assignment.** An assignment of all of Seller's right, title and interest in and to the Development Approvals (if any), any surface water management permit and all other permits, licenses and approvals with respect to the Property.

(d) **Closing Statement.** A Closing Statement reflecting all costs, payments, prorations and adjustments set forth herein.

(e) **Seller's Authority Documents.** A resolution and other evidence that this transaction has been duly and properly authorized by Seller and that the execution of the closing documents has been authorized by appropriate action.

(f) **Other Documents.** Any other agreement, document or instrument required by this Agreement to be delivered by Seller or reasonably necessary to carry out the provisions of this Agreement.

Seller shall also deliver to Buyer and Buyer's attorney, copies of all of the foregoing documents at least three (3) days prior to closing for Buyer's review.

12. **Buyer's Deliveries.**

Buyer shall deliver to the Seller at Closing, and simultaneously with Seller's delivery of the final documents required in Section 11, the following:

(a) **Purchase Price.** Pay to Seller the Purchase Price by wire transfer of funds, adjusted for the prorations and adjustments provided for in this Agreement.

(b) **Other Documents.** The Lien for Reimbursement as referenced in Exhibit B, together with any other agreement, document or instrument required by this agreement to be delivered to Seller or reasonably necessary to carry out the provisions of this agreement.

(c) **City Park.** Buyer to provide Seller a detailed explanation of what amenities are included in a reconfiguration of the existing park space and an estimated cost for maintenance. Buyer shall commit up to \$100,000 in improvements to the park and improvements shall be in accordance with

Exhibit C. If improvements are altered then such alteration shall be subject to Seller's approval in its sole discretion. In addition, Buyer to maintain park and sidewalks in and around park.

13. **Closing and Recording Costs.**

Buyer shall pay for the Survey and the cost of the title search and examination, and the title insurance premium for the Title Policy. Seller shall pay for the state, county or local transfer tax and the documentary stamp taxes on the deed and the per page cost to record the deed. Buyer shall also pay the cost to record any title corrective instruments. Each party shall pay its respective legal fees.

14. **Real Estate Taxes and Prorations.**

At the Closing, the real estate taxes on the Property shall be prorated between the parties on a calendar year basis using the real estate taxes paid for the most recent year that has been assessed and billed at the lowest discounted amount. If the Property is not assessed for real estate purposes as a separate parcel, but is part of a larger parcel, the taxes attributable to land shall be prorated on a per acre basis, however no taxes attributable to improvements shall be allocated to the Property which is vacant. If the actual taxes for the year of Closing are not determinable at the Closing Date, then the parties agree to re-prorate taxes promptly upon issuance of the tax bill for the year of Closing. Special assessment liens certified as of Closing shall be paid by the Seller. Pending special assessment liens shall be assumed by the Buyer provided, however, that where the improvement has been substantially completed as of the Closing, such pending lien shall be treated as a certified lien and shall be paid by the Seller. The provisions of this Section 14 shall survive the Closing.

15. **Possession.**

The Buyer shall be granted full and exclusive possession of the Property as of the Closing.

16. **Covenants and Agreements of Seller.**

Seller hereby covenants and agrees that between the Effective Date of this Agreement and the Closing:

(a) Seller will not, without the Buyer's prior written consent, create by its consent any encumbrances on the Property which will affect the legal description of the Property or the physical character of the same. For purposes of this provision the term "encumbrances" shall include, but not be limited to, any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

(b) Seller shall pay all assessments and taxes prior to becoming delinquent.

(c) Seller will not create or consent to the creation of any special taxing districts or associations with the authority to impose taxes, liens or assessments on the Property.

(d) Seller will not remove any fill or cause any change to be made to the condition of the Property without the prior written consent of the Buyer.

(e) Seller shall take no action with respect to the Property that would alter or affect any of the representations or warranties of Seller under this Agreement or which would materially impair Buyer's future use and development of the Property.

(f) Seller agrees to hold title to the park property and to provide general liability insurance coverage for the existing park and maintain park equipment. Such obligation shall be a continuing obligation of the Seller as long as Buyer shall own the Property.

(g) Seller agrees to vacate Cherry Street between 6<sup>th</sup> Street and 7<sup>th</sup> Street (subject to easements) and convey the property to Buyer at Closing. Such conveyance shall be a condition precedent to Buyer's obligation to close on the Property.

17. **Moratoria.**

If, at the time of Closing, there are sewer, water, building or other moratoria in effect which were not in effect prior to the expiration of the Investigation Period and which would interfere with the immediate construction and occupancy of the Intended Improvements, then Buyer, at its sole option, may: (i) terminate the Agreement and obtain a refund of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder; (ii) close the transaction without regard to the moratoria; or (iii) extend the Closing for the earlier of ten (10) days following the removal of the moratoria, or six (6) months. If at the end of the six (6) month period the moratoria have not been removed, Buyer may elect either (i) or (ii) only.

18. **Real Estate Broker.**

Seller hereby warrants to the Buyer that Seller has not engaged or dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Seller shall indemnify and hold the Buyer harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeal), Buyer shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with the Seller, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

Buyer hereby warrants to the Seller that Buyer has not dealt with any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. Buyer shall indemnify and hold the Seller harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeal) Seller shall ever suffer or incur because of any claim by any broker or agent claiming to have dealt with the Buyer, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

19. **Condemnation.**

In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to Closing, then the Seller shall notify the Buyer promptly and the Buyer shall have the option, in its sole and absolute

discretion to (i) terminate this Agreement and obtain a full refund of the Deposit. Such election must be made by the Buyer within thirty (30) days of the notice furnished by Seller.

20. **Default.**

If this transaction does not close due to a default on the part of the Buyer, and if such default is not remedied within ten (10) days after written notice to Buyer, then the Deposit (or any portion thereof actually delivered to Escrow Agent), together with all interest accruing thereon (if any), shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages; and thereafter, the Buyer shall be relieved from all further obligations under this Agreement and the Seller shall have no further claim against the Buyer for specific performance or for damages by reason of the failure of the Buyer to close this transaction. The remedy provided for herein shall be Seller's exclusive remedy in the event of a default by Buyer.

If this transaction fails to close due to a default on the part of the Seller, and if such default is not remedied within ten (10) days after written notice to Seller, then at the option of the Buyer the Deposit, together with all interest accruing thereon (if any), shall be returned by the Escrow Agent to the Buyer, or Buyer shall have the right to proceed against Seller in an action for specific performance of this Agreement unless specific performance is not available to Buyer, in which case Buyer may seek any other remedy available at law or equity.

21. **Escrow.**

The Escrow Agent is receiving funds and is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court in the county where the Property is located, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent, shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent, acting as escrow agent solely, is made a party by virtue of acting as such Escrow Agent, hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party and shall include attorneys' fees through appellate proceedings. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of money subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent.

22. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties.

23. **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

24. **Survival of Provisions.**

All representations, warranties and agreements contained herein shall survive the closing and delivery of the deed of conveyance contemplated by this Agreement.

25. **Waiver; Modification.**

The failure by the Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and except to the extent conditions are waived by the express terms of this Agreement, nothing shall constitute a waiver of the Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

26. **Governing Law; Venue.**

This Agreement shall be governed by and construed under the laws of the State of Michigan. The venue of any litigation in connection with this Agreement shall be in the county where the Property is located.

27. **Headings.**

The paragraph headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

28. **Notices.**

Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sufficiently made or given only when delivered in person, by overnight courier, or by U.S. certified mail, return receipt requested, or sent by facsimile or electronic mail with the original simultaneously sent by nationwide overnight courier service as follows:

If to Buyer:

Jonesboro Investments Corp.  
7160 Chagrin Road, Suite 250  
Chagrin Falls, Ohio 44023  
Attn: Timothy M. Morgan  
Telephone: (440) 247-3900  
Telecopy: (440) 247-3930  
E-mail: tmorgan@jonesborocorp.com

If to Buyer: Coachlight Properties LLC  
2289 7<sup>th</sup> Street  
Wyandotte, Michigan 48192  
Telephone: (734) 341-4873  
Telecopy: \_\_\_\_\_  
E-mail: [jdisanto@sbcglobal.net](mailto:jdisanto@sbcglobal.net)

If to Seller: City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Mark Kowalewski, City Engineer  
Telephone: (734) 324-4554  
Telecopy: \_\_\_\_\_  
E-mail : [mkowalewski@wyan.org](mailto:mkowalewski@wyan.org)

If to Seller : City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attn: Lawrence S. Stec, City Clerk  
Telephone : (734) 324-4562  
Telecopy: \_\_\_\_\_  
E-mail: [clerk@wyan.org](mailto:clerk@wyan.org)

If to the Escrow Agent: First American Title Insurance Company  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Attn: Monica Chavez  
Telephone: (317) 829-6720  
Telecopy: (714) 481-4527  
E-mail: [mochavez@firstam.com](mailto:mochavez@firstam.com)

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been dated, given and received: (i) on the date of actual receipt if transmitted by overnight courier, hand delivery, or U.S. certified mail, return receipt requested, if a signed receipt is obtained; (ii) on the date of transmission, if transmitted by facsimile or electronic mail, provided such notice is simultaneously forwarded by nationwide overnight courier service.

29. **Assignment.**

Buyer may assign this Agreement, together with all of Buyer's interest in the Deposit, to an entity managed or controlled by, or affiliated with, Buyer subject to the written approval of the Seller, which approval shall not be unreasonably withheld.

30. **Attorneys' Fees.**

Each party to this Agreement will bear its own costs (including attorneys' fees) incurred in connection with any litigation, arbitration or similar proceeding between the parties arising out of a dispute related to this Agreement, the Property or the transactions contemplated by this Agreement. Each party waives the right to recover attorneys' fees and other costs, if any, that otherwise would be available by statute or as a matter of law.

31. **Time of the Essence.**

Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date, provided however, if any deadline, or the date for performance falls on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

32. **Construction.**

Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

33. **Counterparts.**

To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signature of the persons required to bind the party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

34. **Waiver of Jury Trial.**

Each party hereby waives any right to a jury trial in connection with any dispute between the parties arising from this Agreement from any claim arising hereunder or in any course of conduct related hereto.

35. **City of Wyandotte Provisions.**

Buyer and Seller expressly agree to the following provisions regarding the development of the Property:

- A. The Property is intended to be developed, constructed and operated for occupancy by tenants fifty-five (55) years of age and older. The Intended Improvements shall be operated as an age restricted independent senior community in compliance with all federal, state and local laws, including the Fair Housing Act and any applicable provisions of Michigan law, and neither the Buyer or Seller shall have the right to amend the age-restricted status of the Property, provided that, the foregoing prohibition shall not apply where such amendment is required to comply with federal, state or local law. Persons under nineteen (19) years of age may stay overnight in a residential unit for up to, but not exceeding fourteen (14) days during any twelve (12) consecutive month period and shall not be entitled to occupy any unit. Each residential unit shall be occupied by persons fifty-five (55) years of age and older.

- B. Seller shall have a right of approval for architectural and building elevations for the development of any new units to be added to the existing McKinley School. In addition, the Wyandotte City Museum will have the right to salvage areas of the building that would be demolished, or salvaged items in the portion of the building that will not be demolished and items that will not be reused in the remodeling of the building. Buyer covenants to provide a maximum number of sixty (60) residential senior units with 1.5 parking spaces per unit.
- C. Buyer shall be required to provide to Seller a detailed explanation of the financing for the market rate senior development including but not limited to:
- i. The identity of all anticipated lenders;
  - ii. A description of all financial commitments in place for the development;
  - iii. Detailed background of all project participants;
  - iv. Disclosure of the estimated total development cost including proposed rental rates;
  - v. Review of Site Plan, including number of parking spaces provided;
  - vi. Review of estimated property taxes with Seller.
- D. Buyer shall be obligated to secure a one hundred percent (100%) payment and performance bond from the general contractor for the proposed development to ensure a timely completion of the development. Buyer anticipates naming Seller as an additional obligee on the payment and performance bond.
- E. Buyer acknowledges that City has advised that it may require outside consultants to advise the City on the above provided information and Seller may require Buyer to pay these outside consultant costs. However, Seller shall not engage such outside consultants without first securing written authorization from Buyer evidencing Buyer's approval to pay such consultant costs.
- F. Seller and Buyer acknowledge and agree that future tax revenue from the private development and ownership of the Intended Improvements is a material part of the consideration to the Seller for any sale of the Property. Buyer agrees not to transfer or close on a sale of the Property to an entity that will result in the Property or buildings being exempt from local real estate taxes without monetary compensation to the Seller in an amount agreed upon as evidenced in the attached Exhibit B.
- G. Seller expressly agrees to support Buyer's pursuit and implementation of various tax incentives and grant or loan programs to assist with redeveloping the Property, if determined by Buyer to improve the financial feasibility of the Property, including but not limited to the following: (a) real property tax reduction for any eligible residential portion of the property, such as the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended or the Obsolete Property Rehabilitation Act PA 146 of 2000; (b) the Community Revitalization Program (CRP), any grant or loan program available through the Michigan Strategic Fund (MSF) and Michigan Economic Development Corporation (MEDC); and (c) other economic assistance that may be available through any other programs available at the federal, state or local level (such as a Brownfield Tax Credit. Seller acknowledges that Buyer may submit a

request for a Brownfield Plan, Tax Increment Financing reimbursements or other tax incentives for costs which are eligible pursuant to the Brownfield Statute. Seller shall assist in providing the necessary documents to pursue any potential financial incentives.

- H. The conditions and requirements stated herein and in the agreement shall survive the Closing.
- I. Property will be developed in substantial accordance with preliminary Site Development Plan (Attachment C). Buyer covenants and agrees that the existing McKinley School will not be demolished.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

**SELLER:**

**CITY OF WYANDOTTE, a municipal corporation**

By: \_\_\_\_\_

Name: Joseph R. Peterson

Title: Mayor

Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Name: William Griggs

Title: City Clerk

Date of Execution: \_\_\_\_\_

**BUYER:**

**THIRD WATCH SENIOR L.P., a Michigan limited partnership**

By: JIC McKinley Senior Village LLC, an Ohio limited liability company

By: Timothy M. Morgan

Name: Timothy M. Morgan

Title: Managing Member

Date of Execution: \_\_\_\_\_

By: Coachlight Properties LLC, a Michigan limited liability company

By: Joe DiSanto

Name: Joe DiSanto

Title: Managing Member

Date of Execution: \_\_\_\_\_  
EXHIBIT "A"

PROPERTY

**01875 THRU 1882 LOTS 1 TO 14 INCL PLAT OF PART OF THE CITY OF  
WYANDOTTE, BLOCK 179 T3S R11E L1 P295 WCR**

Date of Execution: \_\_\_\_\_  
EXHIBIT "A"

PROPERTY

**01875 THRU 1882 LOTS 1 TO 14 INCL PLAT OF PART OF THE CITY OF  
WYANDOTTE, BLOCK 179 T3S R11E L1 P295 WCR**

### Lien on Property to Secure Agreement for Reimbursement

The parties acknowledge, as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, that part of the consideration for the sale of the property described herein (the "Property") pursuant to a purchase agreement dated \_\_\_\_\_, 2016 between \_\_\_\_\_, ("Purchaser") by the City of Wyandotte ("Seller") 3200 Biddle Avenue, Wyandotte, MI 48192. was to have the property generate tax revenue in future years.

In the event part or all of the property (including any building or structure placed on the property) becomes tax exempt at anytime within the first twenty (20) years after the sale of the property by Seller to Purchaser, Purchaser shall reimburse the Seller (which shall be considered part of the purchase price) in an amount determined in accordance with the following formula:

Expected taxable value of the property (including any building or structure on the property) which will be based upon the taxable value established in the year immediately preceding the year any of the property (including building and structures thereon) becomes tax exempt (subject to the last paragraph below in the event the taxable value is zero or the promised commercial development has not been completed in full at the time it becomes tax exempt) times twenty (20) mills for each year that remains from the time that any of the property (including building and structures thereon) becomes tax exempt until twenty (20) years from date of the sale of the property from Seller to Purchaser. ("Remaining term")

This reimbursement to Seller shall be paid in one lump sum as follows:  
20 mills x yearly expected taxable value x remaining term.

For example, if any of the property (including buildings or structures thereon) becomes tax exempt five (5) years after the date of the sale to Purchaser by Seller, and the expected taxable value is \$50,000 for the year, the lump sum will be computed as follows:  
 $\$50,000.00 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000.00$

The lump sum is due and payable on or before the date any of property (including building or structures thereon) becomes eligible to be tax exempt or is transferred, sold or converted to a tax exempt entity (whichever occurs first) and this agreement for reimbursement shall survive the closing of the property and shall remain in effect for twenty (20) years from the date of closing and constitutes a lien (which may be enforced by foreclosure, including foreclosure by advertisement) on the property described herein for twenty (20) years from the date the property is sold to Purchaser by Seller. This Agreement is an obligation for repayment and is also a lien on property to secure agreement for reimbursement and shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Seller agrees that this lien is not subordinate to the interest in the Property of any current or future lender of Purchaser (and its successors and assigns), and shall execute such documents as reasonably requested by such lender(s) to evidence such subordination.

Property located in the City of Wyandotte, County of Wayne, State of Michigan, described as:

The property prior to closing was tax exempt and in the event a taxable value is not established because any of the property remains or becomes tax exempt after the closing and prior to the complete development of the commercial building as set forth in the purchase agreement between Seller and Purchaser, the expected taxable value in that case will be based upon an appraisal of the property which will include Purchaser's promised development of commercial building as described in the purchase agreement between the parties.

SELLER:

CITY OF WYANDOTTE, a municipal corporation

By: \_\_\_\_\_

Name: Joseph R. Peterson

Title: Mayor

Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lawrence Stec

Title: City Clerk

BUYER:

THRID WATCH SENIOR L.P., a Michigan limited partnership

By: JIC McKinley Senior Village LLC, an Ohio limited liability company

By: \_\_\_\_\_

Name: Timothy M. Morgan

Title: Managing Member

By: Coachlight Properties LLC, a Michigan limited liability company

By: \_\_\_\_\_

Name: Joe DiSanto

Title: Managing Member

STATE OF MICHIGAN

COUNTY OF WAYNE ss.

On this \_\_\_\_\_ Day of \_\_\_\_\_, A. D., before me, a Notary Public, in and for said County, personally appeared \_\_\_\_\_, to me known to be the persons described in and who executed the forgoing instrument and acknowledge that they executed the same as their free act and deed, and represented that they are 18 years of age or older.

My commission expires:

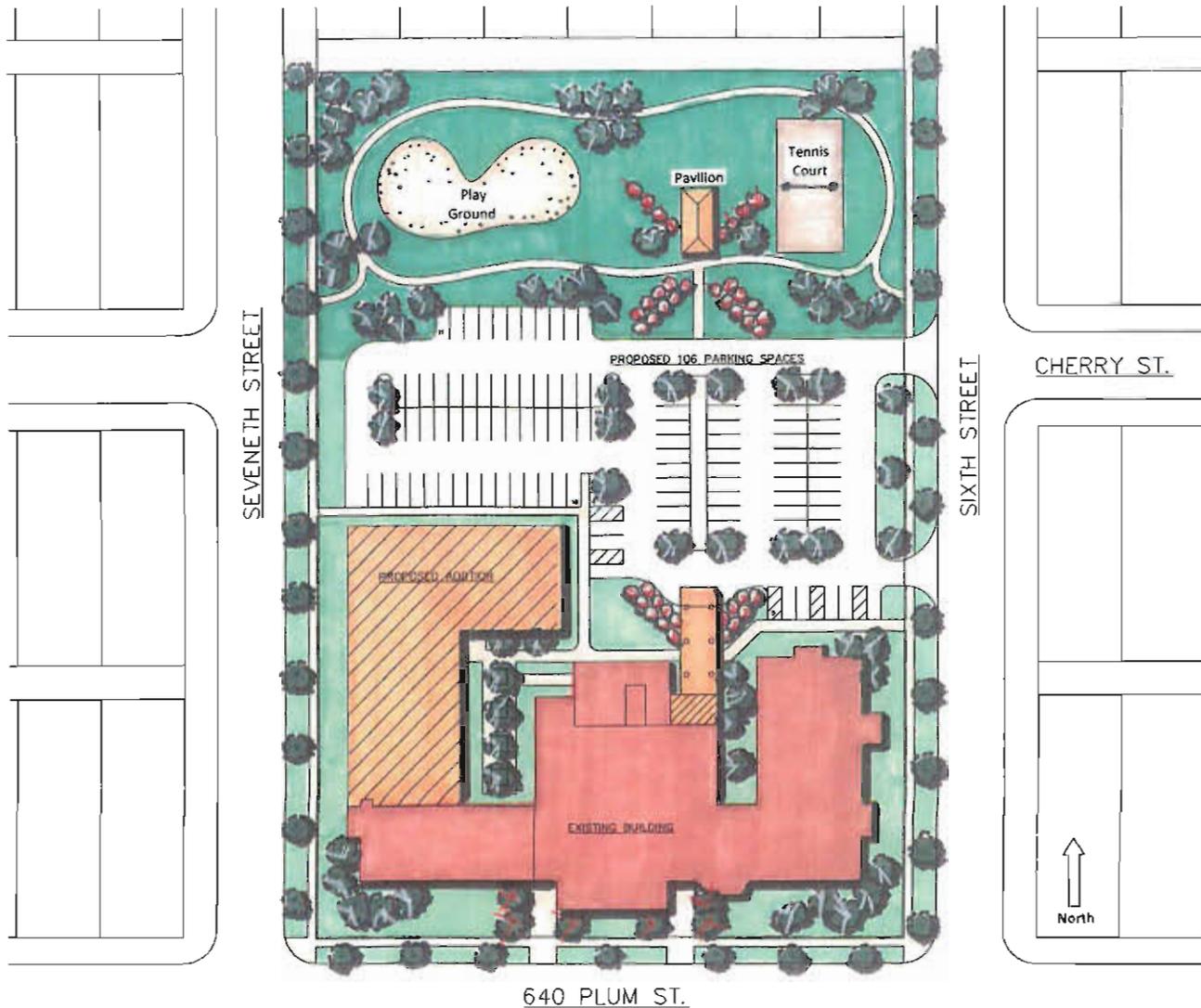
\_\_\_\_\_

Notary Public  
Acting in

County, MI  
County

Instrument     William R. Look  
Drafted by     2241 Oak Street  
                    Wyandotte, MI 48192

• When     William R. Look  
• recorded     2241 Oak Street  
• return to     Wyandotte, MI 48192



**Preliminary Site Development Plan**

McKinley Place  
Wyandotte, MI

Exhibit C

**McKinley School Redevelopment Project - Wyandotte, MI  
Brownfield Plan #XX**

**Table 4d - Reimbursement of Eligible Activities & Disbursements**

*PRELIMINARY DRAFT*

Notes	DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF	Totals	Year									
			BP Year Number	2016 0	2017 1	2018 2	2019 3	2020 4	2021 5	2022 6	2023 7	
-	State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of the State Education Tax (SET) millages (If applicable) - Estimated State Education Tax (SET) Captured	\$ 0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	Reimbursement of Local Brownfield Redevelopment Authority Administrative & Operating Expenses	\$ 22,412		Annual: \$ -	\$ 295	\$ 615	\$ 531	\$ 495	\$ 469	\$ 443	\$ 424	
	7.50% of Local Tax Capture per year during OPRA Exemption. 2.50% of Local Tax Capture thereafter.			Cumulative: \$ 0	\$ 295	\$ 911	\$ 1,441	\$ 1,936	\$ 2,406	\$ 2,849	\$ 3,273	
-	Local Brownfield Redevelopment Authority Site Remediation Revolving Fund (LSRRF)	\$ 0		Annual: \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
-	Note: The LSRRF may capture for not more than 5 years after the time that capture is required to reimburse all Eligible Activities. LSRRF is allowed to capture up to: \$ -			Cumulative: \$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
	0.00% of Local Tax Capture during Brownfield Plan. 0.00% of Local Tax Capture thereafter.											
<b>REIMBURSEMENT OF ELIGIBLE ACTIVITIES</b>												
<b>Environmental Activities: Michigan Department of Environmental Quality (MDEQ)</b>												
-	Local Tax Increment Reimbursement	\$ 22,340		\$ 0	\$ 3,643	\$ 7,590	\$ 6,544	\$ 4,562	\$ 0	\$ 0	\$ 0	
-	State & Local School Tax Increment Reimbursement (LSO & SET)	\$ 0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
-	<b>TOTAL MDEQ REIMBURSEMENT (Eligible Costs)</b>	\$ 22,340		\$ 0	\$ 3,643	\$ 7,590	\$ 6,544	\$ 4,562	\$ 0	\$ 0	\$ 0	
<b>Non-Environmental Activities: Brownfield Redevelopment Authority (BRA) &amp; Michigan Strategic Fund (MSF)</b>												
-	Local Tax Increment Reimbursement	\$ 645,929		\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,543	\$ 5,786	\$ 5,467	\$ 5,227	
-	State & Local School Tax Increment Reimbursement (LSO & SET)	\$ 0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
-	<b>TOTAL BRA &amp; MSF REIMBURSEMENT (Eligible Costs)</b>	\$ 645,929		\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,543	\$ 5,786	\$ 5,467	\$ 5,227	
-	<b>TOTAL ANNUAL REIMBURSEMENT: BRA, MDEQ &amp; MSF (Eligible Costs)</b>	\$ 668,269		\$ 0	\$ 3,643	\$ 7,590	\$ 6,544	\$ 6,105	\$ 5,786	\$ 5,467	\$ 5,227	
-	<b>TOTAL CUMULATIVE REIMBURSEMENT: BRA, MDEQ &amp; MSF (Eligible Costs)</b>			\$ 0	\$ 3,643	\$ 11,233	\$ 17,778	\$ 23,883	\$ 29,669	\$ 35,136	\$ 40,363	
-	<b>Remaining Unreimbursed Balance</b>			\$ 668,269	\$ 664,626	\$ 657,036	\$ 650,491	\$ 644,386	\$ 638,600	\$ 633,133	\$ 627,906	
-	<b>Annual Surplus Revenue from Local Tax Increment =</b>			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
-	<b>Annual Surplus Revenue from State &amp; Local School Tax Increment =</b>			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	

**Notes:**

1 Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in this Plan are reimbursed.

Attachment 2

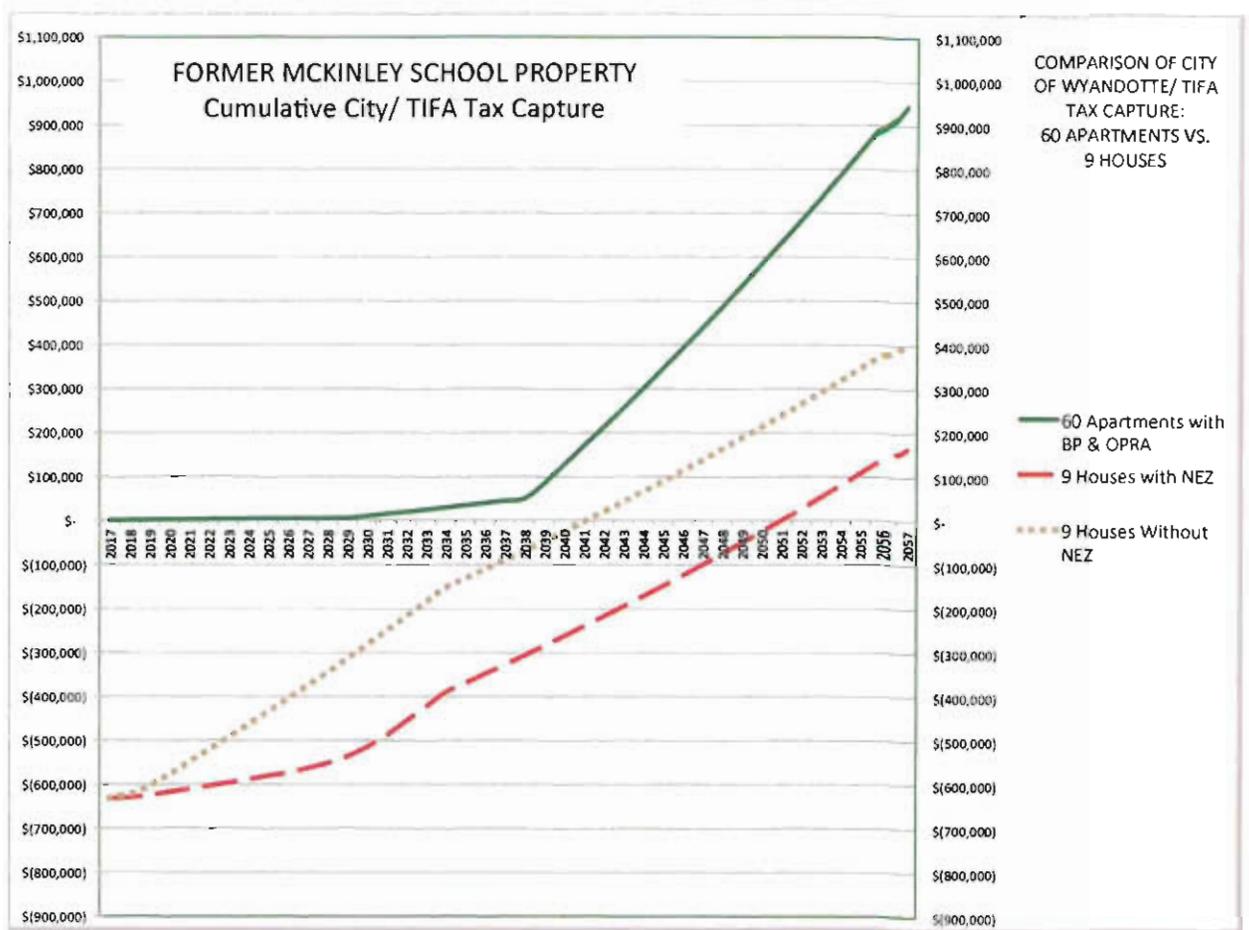
WITH LOCAL & SCHOOL TAX  
CAPTURE: Capture Period Ends  
for Developer Reimbursement.

WITH LOCAL TAX CAPTURE  
ONLY: Capture Period Ends for  
Developer Reimbursement.

2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	Totals
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
\$ 408	\$ 391	\$ 379	\$ 366	\$ 359	\$ 349	\$ 1,587	\$ 1,607	\$ 1,624	\$ 1,648	\$ 1,673	\$ 1,698	\$ 1,723	\$ 1,749	\$ 1,776	\$ 1,802	\$ 22,412
\$ 3,680	\$ 4,072	\$ 4,450	\$ 4,816	\$ 5,175	\$ 5,525	\$ 7,112	\$ 8,719	\$ 10,343	\$ 11,991	\$ 13,664	\$ 15,361	\$ 17,085	\$ 18,834	\$ 20,610	\$ 22,412	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 22,340
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 22,340
\$ 5,028	\$ 4,828	\$ 4,669	\$ 4,509	\$ 4,429	\$ 4,310	\$ 61,895	\$ 62,688	\$ 63,327	\$ 64,275	\$ 65,239	\$ 66,218	\$ 67,213	\$ 68,224	\$ 69,251	\$ 11,802	\$ 645,929
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 5,028	\$ 4,828	\$ 4,669	\$ 4,509	\$ 4,429	\$ 4,310	\$ 61,895	\$ 62,688	\$ 63,327	\$ 64,275	\$ 65,239	\$ 66,218	\$ 67,213	\$ 68,224	\$ 69,251	\$ 11,802	\$ 645,929
\$ 5,028	\$ 4,828	\$ 4,669	\$ 4,509	\$ 4,429	\$ 4,310	\$ 61,895	\$ 62,688	\$ 63,327	\$ 64,275	\$ 65,239	\$ 66,218	\$ 67,213	\$ 68,224	\$ 69,251	\$ 11,802	\$ 668,269
\$ 45,391	\$ 50,219	\$ 54,888	\$ 59,397	\$ 63,826	\$ 68,136	\$ 130,030	\$ 192,718	\$ 256,045	\$ 320,320	\$ 385,560	\$ 451,778	\$ 518,991	\$ 587,216	\$ 656,467	\$ 668,269	
\$ 622,878	\$ 618,050	\$ 613,381	\$ 608,872	\$ 604,443	\$ 600,133	\$ 538,238	\$ 475,551	\$ 412,224	\$ 347,949	\$ 282,709	\$ 216,491	\$ 149,278	\$ 81,053	\$ 11,802	\$ 0	
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 58,492
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

WITH LOCAL & SCHOOL TAX  
CAPTURE: Capture Period Ends  
for Developer Reimbursement.

WITH LOCAL TAX CAPTURE  
ONLY: Capture Period Ends for  
Developer Reimbursement.



Last revised: 4/12/2016

Prepared by:  
SMOOTH Development, LLC • 734-301-1282 • www.smoothdevelopment.com

**FORMER MCKINLEY SCHOOL PROPERTY**  
**COMPARISON OF CITY OF WYANDOTTE/TIFA TAX CAPTURE: 60 APARTMENTS VERSUS NINE (9) HOUSES**

Notes	Year	9 Houses <u>with</u> NEZ Exemption			9 Houses <u>without</u> NEZ Exemption			60 Apartments with Brownfield Plan (BP) Reimbursement & OPRA Exemption	
		Annual City/TIFA Tax Capture	Cumulative City/TIFA Tax Capture	Net Cumulative City/TIFA Tax Capture after subtracting City/TIFA Redevelopment Expenses	Annual City/TIFA Tax Capture	Cumulative City/TIFA Tax Capture	Net Cumulative City/TIFA Tax Capture after subtracting City/TIFA Redevelopment Expenses	Annual City/TIFA Tax Capture	Cumulative City/TIFA Tax Capture after Subtracting BP Reimbursement
	2017	\$ -	\$ -	\$ (632,000)	\$ -	\$ -	\$ (632,000)	\$ 264	\$ 264
	2018	\$ 2,453	\$ 2,453	\$ (629,547)	\$ 9,638	\$ 9,638	\$ (622,362)	\$ 551	\$ 815
	2019	\$ 4,770	\$ 7,223	\$ (624,777)	\$ 17,906	\$ 27,544	\$ (604,456)	\$ 516	\$ 1,331
	2020	\$ 7,222	\$ 14,445	\$ (617,555)	\$ 27,242	\$ 54,786	\$ (577,214)	\$ 481	\$ 1,812
	2021	\$ 7,291	\$ 21,735	\$ (610,265)	\$ 27,631	\$ 82,418	\$ (549,582)	\$ 456	\$ 2,268
	2022	\$ 7,360	\$ 29,096	\$ (602,904)	\$ 28,026	\$ 110,444	\$ (521,556)	\$ 431	\$ 2,699
	2023	\$ 7,431	\$ 36,527	\$ (595,473)	\$ 28,428	\$ 138,871	\$ (493,129)	\$ 412	\$ 3,111
	2024	\$ 7,503	\$ 44,029	\$ (587,971)	\$ 28,835	\$ 167,707	\$ (464,293)	\$ 396	\$ 3,507
	2025	\$ 7,576	\$ 51,605	\$ (580,395)	\$ 29,250	\$ 196,956	\$ (435,044)	\$ 381	\$ 3,888
	2026	\$ 7,650	\$ 59,255	\$ (572,745)	\$ 29,670	\$ 226,627	\$ (405,373)	\$ 368	\$ 4,256
	2027	\$ 9,610	\$ 68,865	\$ (563,135)	\$ 30,098	\$ 256,725	\$ (375,275)	\$ 355	\$ 4,612
	2028	\$ 12,056	\$ 80,921	\$ (551,079)	\$ 30,533	\$ 287,257	\$ (344,743)	\$ 349	\$ 4,961
	2029	\$ 15,009	\$ 95,929	\$ (536,071)	\$ 30,974	\$ 318,231	\$ (313,769)	\$ 340	\$ 5,301
	2030	\$ 21,046	\$ 116,975	\$ (515,025)	\$ 31,423	\$ 349,654	\$ (282,346)	\$ 4,629	\$ 9,930
	2031	\$ 26,829	\$ 143,805	\$ (488,195)	\$ 31,878	\$ 381,532	\$ (250,468)	\$ 4,688	\$ 14,618
	2032	\$ 32,341	\$ 176,146	\$ (455,854)	\$ 32,341	\$ 413,873	\$ (218,127)	\$ 4,736	\$ 19,354
	2033	\$ 32,812	\$ 208,957	\$ (423,043)	\$ 32,812	\$ 446,685	\$ (185,315)	\$ 4,807	\$ 24,162
	2034	\$ 33,289	\$ 242,247	\$ (389,753)	\$ 33,289	\$ 479,974	\$ (152,026)	\$ 4,879	\$ 29,041
	2035	\$ 20,402	\$ 262,649	\$ (369,351)	\$ 20,402	\$ 500,377	\$ (131,623)	\$ 4,953	\$ 33,993
	2036	\$ 20,700	\$ 283,350	\$ (348,650)	\$ 20,700	\$ 521,077	\$ (110,923)	\$ 5,027	\$ 39,020
	2037	\$ 21,003	\$ 304,353	\$ (327,647)	\$ 21,003	\$ 542,080	\$ (89,920)	\$ 5,103	\$ 44,123
	2038	\$ 21,311	\$ 325,663	\$ (306,337)	\$ 21,311	\$ 563,391	\$ (68,609)	\$ 5,179	\$ 49,302
	2039	\$ 21,623	\$ 347,287	\$ (284,713)	\$ 21,623	\$ 585,014	\$ (46,986)	\$ 34,466	\$ 83,768
	2040	\$ 21,941	\$ 369,227	\$ (262,773)	\$ 21,941	\$ 606,955	\$ (25,045)	\$ 41,882	\$ 125,650
	2041	\$ 22,263	\$ 391,491	\$ (240,509)	\$ 22,263	\$ 629,218	\$ (2,782)	\$ 42,514	\$ 168,164
1	2042	\$ 22,591	\$ 414,082	\$ (217,918)	\$ 22,591	\$ 651,809	\$ 19,809	\$ 43,156	\$ 211,320
	2043	\$ 22,924	\$ 437,006	\$ (194,994)	\$ 22,924	\$ 674,734	\$ 42,734	\$ 43,809	\$ 255,128
	2044	\$ 23,263	\$ 460,269	\$ (171,731)	\$ 23,263	\$ 697,996	\$ 65,996	\$ 44,472	\$ 299,600
	2045	\$ 23,606	\$ 483,875	\$ (148,125)	\$ 23,606	\$ 721,602	\$ 89,602	\$ 45,145	\$ 344,746
	2046	\$ 23,956	\$ 507,831	\$ (124,169)	\$ 23,956	\$ 745,558	\$ 113,558	\$ 45,830	\$ 390,575
	2047	\$ 24,310	\$ 532,141	\$ (99,859)	\$ 24,310	\$ 769,868	\$ 137,868	\$ 46,525	\$ 437,100
	2048	\$ 24,671	\$ 556,812	\$ (75,188)	\$ 24,671	\$ 794,539	\$ 162,539	\$ 47,232	\$ 484,332
	2049	\$ 25,037	\$ 581,849	\$ (50,151)	\$ 25,037	\$ 819,576	\$ 187,576	\$ 47,949	\$ 532,281
	2050	\$ 25,409	\$ 607,258	\$ (24,742)	\$ 25,409	\$ 844,986	\$ 212,986	\$ 48,679	\$ 580,960
2	2051	\$ 25,787	\$ 633,046	\$ 1,046	\$ 25,787	\$ 870,773	\$ 238,773	\$ 49,420	\$ 630,380
	2052	\$ 26,172	\$ 659,218	\$ 27,218	\$ 26,172	\$ 896,945	\$ 264,945	\$ 50,172	\$ 680,552
	2053	\$ 26,562	\$ 685,780	\$ 53,780	\$ 26,562	\$ 923,507	\$ 291,507	\$ 50,937	\$ 731,489
	2054	\$ 26,959	\$ 712,738	\$ 80,738	\$ 26,959	\$ 950,465	\$ 318,465	\$ 51,714	\$ 783,203
	2055	\$ 27,361	\$ 740,099	\$ 108,099	\$ 27,361	\$ 977,827	\$ 345,827	\$ 52,504	\$ 835,707
	2056	\$ 27,771	\$ 767,870	\$ 135,870	\$ 27,771	\$ 1,005,598	\$ 373,598	\$ 53,306	\$ 889,013
	2057	\$ 28,187	\$ 796,057	\$ 164,057	\$ 28,187	\$ 1,033,784	\$ 401,784	\$ 54,121	\$ 943,134

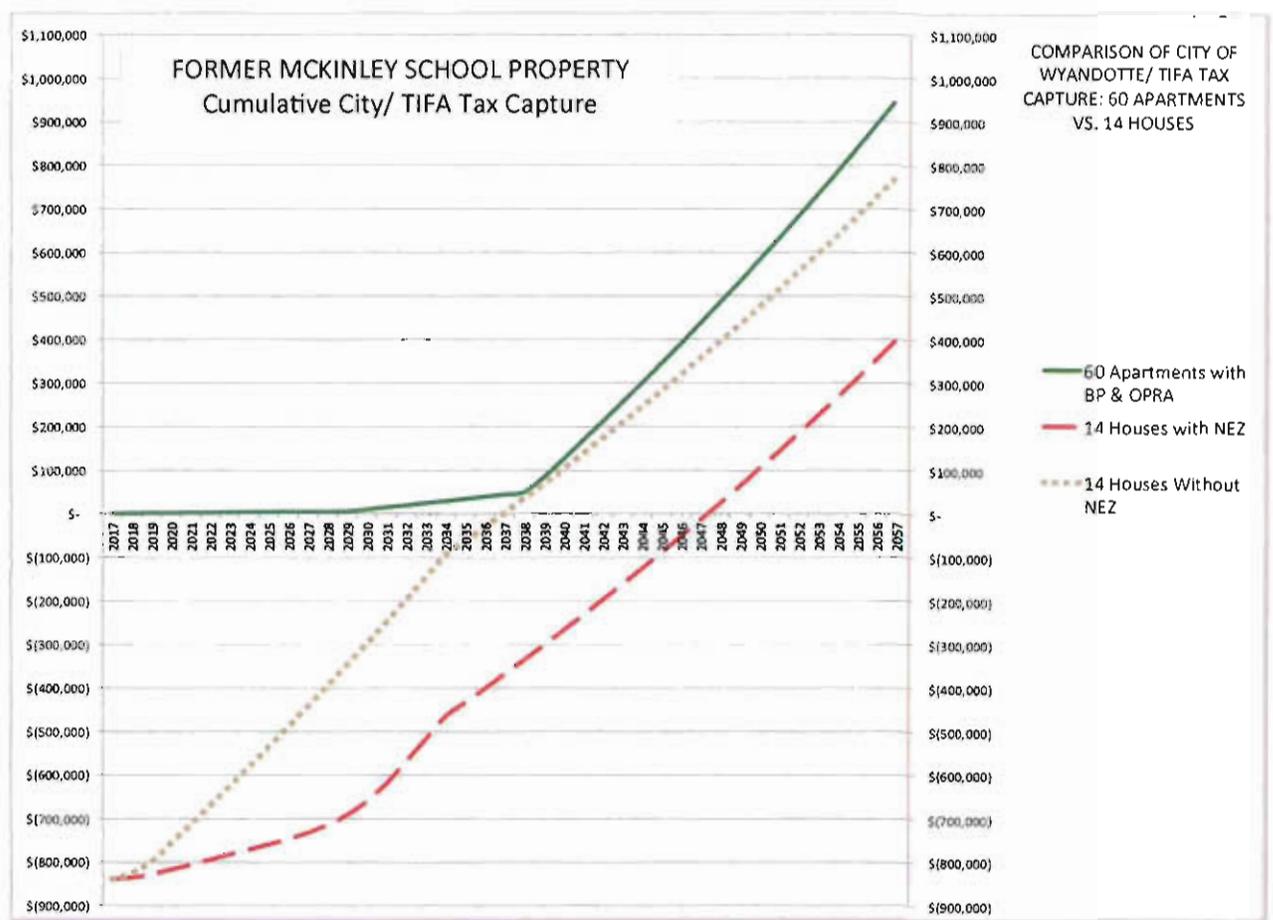
Notes

- 1 "Break-even" Year for 9 Houses without NEZ Exemption
- 2 "Break-even" Year for 9 Houses with NEZ Exemption

Last revised: 4/12/2016

Prepared by:

SMOOTH Development, LLC \* 734-301-1282 \* www.smoothdevelopment.com



Last revised: 4/12/2016

Prepared by:  
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FORMER MCKINLEY SCHOOL PROPERTY									
COMPARISON OF CITY OF WYANDOTTE/TIFA TAX CAPTURE: 60 APARTMENTS VERSUS 14 HOUSES									
Notes	Year	14 Houses <u>with</u> NEZ Exemption			14 Houses <u>without</u> NEZ Exemption			60 Apartments with Brownfield Plan (BP) Reimbursement & OPRA Exemption	
		Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture	Net Cumulative City/ TIFA Tax Capture after subtracting City/ TIFA Redevelopment Expenses	Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture	Net Cumulative City/ TIFA Tax Capture after subtracting City/ TIFA Redevelopment Expenses	Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture after Subtracting BP Reimbursement
	2017	\$ -	\$ -	\$ (838,174)	\$ -	\$ -	\$ (838,174)	\$ 264	\$ 264
	2018	\$ 3,270	\$ 3,270	\$ (834,904)	\$ 12,850	\$ 12,850	\$ (825,324)	\$ 551	\$ 815
	2019	\$ 7,155	\$ 10,425	\$ (827,749)	\$ 26,860	\$ 39,710	\$ (798,464)	\$ 516	\$ 1,331
	2020	\$ 11,234	\$ 21,660	\$ (816,514)	\$ 42,377	\$ 82,087	\$ (756,087)	\$ 481	\$ 1,812
	2021	\$ 11,341	\$ 33,001	\$ (805,173)	\$ 42,982	\$ 125,069	\$ (713,105)	\$ 456	\$ 2,268
	2022	\$ 11,449	\$ 44,450	\$ (793,724)	\$ 43,596	\$ 168,665	\$ (669,509)	\$ 431	\$ 2,699
	2023	\$ 11,559	\$ 56,009	\$ (782,165)	\$ 44,221	\$ 212,886	\$ (625,288)	\$ 412	\$ 3,111
	2024	\$ 11,671	\$ 67,680	\$ (770,494)	\$ 44,855	\$ 257,740	\$ (580,434)	\$ 396	\$ 3,507
	2025	\$ 11,784	\$ 79,464	\$ (758,710)	\$ 45,499	\$ 303,240	\$ (534,934)	\$ 381	\$ 3,888
	2026	\$ 11,900	\$ 91,364	\$ (746,810)	\$ 46,154	\$ 349,394	\$ (488,780)	\$ 368	\$ 4,256
	2027	\$ 14,530	\$ 105,894	\$ (732,280)	\$ 46,819	\$ 396,213	\$ (441,961)	\$ 355	\$ 4,612
	2028	\$ 18,447	\$ 124,341	\$ (713,833)	\$ 47,495	\$ 443,708	\$ (394,466)	\$ 349	\$ 4,961
	2029	\$ 23,203	\$ 147,544	\$ (690,630)	\$ 48,182	\$ 491,890	\$ (346,284)	\$ 340	\$ 5,301
	2030	\$ 31,586	\$ 179,129	\$ (659,045)	\$ 48,880	\$ 540,769	\$ (297,405)	\$ 4,629	\$ 9,930
	2031	\$ 41,173	\$ 220,303	\$ (617,871)	\$ 49,588	\$ 590,358	\$ (247,816)	\$ 4,688	\$ 14,618
	2032	\$ 50,309	\$ 270,611	\$ (567,563)	\$ 50,309	\$ 640,666	\$ (197,508)	\$ 4,736	\$ 19,354
	2033	\$ 51,040	\$ 321,651	\$ (516,523)	\$ 51,040	\$ 691,707	\$ (146,467)	\$ 4,807	\$ 24,162
	2034	\$ 51,784	\$ 373,435	\$ (464,739)	\$ 51,784	\$ 743,490	\$ (94,684)	\$ 4,879	\$ 29,041
	2035	\$ 31,737	\$ 405,172	\$ (433,002)	\$ 31,737	\$ 775,227	\$ (62,947)	\$ 4,953	\$ 33,993
	2036	\$ 32,201	\$ 437,373	\$ (400,801)	\$ 32,201	\$ 807,428	\$ (30,746)	\$ 5,027	\$ 39,020
1	2037	\$ 32,671	\$ 470,044	\$ (368,130)	\$ 32,671	\$ 840,099	\$ 1,925	\$ 5,103	\$ 44,123
	2038	\$ 33,150	\$ 503,194	\$ (334,980)	\$ 33,150	\$ 873,249	\$ 35,075	\$ 5,179	\$ 49,302
	2039	\$ 33,636	\$ 536,830	\$ (301,344)	\$ 33,636	\$ 906,885	\$ 68,711	\$ 34,466	\$ 83,768
	2040	\$ 34,130	\$ 570,960	\$ (267,214)	\$ 34,130	\$ 941,015	\$ 102,841	\$ 41,882	\$ 125,650
	2041	\$ 34,632	\$ 605,592	\$ (232,582)	\$ 34,632	\$ 975,647	\$ 137,473	\$ 42,514	\$ 168,164
	2042	\$ 35,142	\$ 640,734	\$ (197,440)	\$ 35,142	\$ 1,010,789	\$ 172,615	\$ 43,156	\$ 211,320
	2043	\$ 35,660	\$ 676,394	\$ (161,780)	\$ 35,660	\$ 1,046,449	\$ 208,275	\$ 43,809	\$ 255,128
	2044	\$ 36,186	\$ 712,580	\$ (125,594)	\$ 36,186	\$ 1,082,635	\$ 244,461	\$ 44,472	\$ 299,600
	2045	\$ 36,721	\$ 749,301	\$ (88,873)	\$ 36,721	\$ 1,119,356	\$ 281,182	\$ 45,145	\$ 344,746
	2046	\$ 37,264	\$ 786,565	\$ (51,609)	\$ 37,264	\$ 1,156,620	\$ 318,446	\$ 45,830	\$ 390,575
	2047	\$ 37,816	\$ 824,381	\$ (13,793)	\$ 37,816	\$ 1,194,436	\$ 356,262	\$ 46,525	\$ 437,100
2	2048	\$ 38,377	\$ 862,758	\$ 24,584	\$ 38,377	\$ 1,232,813	\$ 394,639	\$ 47,232	\$ 484,332
	2049	\$ 38,947	\$ 901,705	\$ 63,531	\$ 38,947	\$ 1,271,760	\$ 433,586	\$ 47,949	\$ 532,281
	2050	\$ 39,526	\$ 941,231	\$ 103,057	\$ 39,526	\$ 1,311,286	\$ 473,112	\$ 48,679	\$ 580,960
	2051	\$ 40,114	\$ 981,345	\$ 143,171	\$ 40,114	\$ 1,351,400	\$ 513,226	\$ 49,420	\$ 630,380
	2052	\$ 40,711	\$ 1,022,056	\$ 183,882	\$ 40,711	\$ 1,392,111	\$ 553,937	\$ 50,172	\$ 680,552
	2053	\$ 41,319	\$ 1,063,375	\$ 225,201	\$ 41,319	\$ 1,433,430	\$ 595,256	\$ 50,937	\$ 731,489
	2054	\$ 41,935	\$ 1,105,310	\$ 267,136	\$ 41,935	\$ 1,475,365	\$ 637,191	\$ 51,714	\$ 783,203
	2055	\$ 42,562	\$ 1,147,872	\$ 309,698	\$ 42,562	\$ 1,517,928	\$ 679,754	\$ 52,504	\$ 835,707
	2056	\$ 43,199	\$ 1,191,071	\$ 352,897	\$ 43,199	\$ 1,561,126	\$ 722,952	\$ 53,306	\$ 889,013
	2057	\$ 43,846	\$ 1,234,917	\$ 396,743	\$ 43,846	\$ 1,604,972	\$ 766,798	\$ 54,121	\$ 943,134

Notes

- 1 "Break-even" Year for 14 Houses without NEZ Exemption
- 2 "Break-even" Year for 14 Houses with NEZ Exemption

Last revised: 4/12/2016

Prepared by:

SMOOTH Development, LLC \* 734-301-1282 \* www.smoothdevelopment.com

## McKinley School Redevelopment Project - Wyandotte, MI

### Tax Revenue Analysis of Nine (9) Buildable Lots

Redevelopment Assumptions & Estimates	Year No. 1	Year No. 2	Year No. 3	
<b>New Construction/Assessing Information</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
Number of Residential Units Completed	3	3	3	9
Number of Residential Lots Developed	3	3	3	9
True Cash Value (TCV) of Each Residential Unit	\$ 160,000	\$ 162,560	\$ 165,161	
True Cash Value (TCV) of Each Lot	\$ 20,000	\$ 20,000	\$ 20,000	
<i>Total TCV of Each Residential Unit &amp; Lot</i>	<i>\$ 180,000</i>	<i>\$ 182,560</i>	<i>\$ 185,161</i>	
Taxable Value (TV) of Each Residential Unit	\$ 80,000	\$ 81,280	\$ 82,580	
Taxable Value (TV) of Each Lot	\$ 10,000	\$ 10,000	\$ 10,000	
<i>Total TV of Each Residential Unit &amp; Lot</i>	<i>\$ 90,000</i>	<i>\$ 91,280</i>	<i>\$ 92,580</i>	
<b>City's Redevelopment Costs/Expenses</b>				
<b>Total City Costs/Expenses</b>	<b>\$ 632,000</b>	-	-	

### Tax Revenue Analysis of Fourteen (14) Buildable Lots

Redevelopment Assumptions & Estimates	Year No. 1	Year No. 2	Year No. 3	
<b>New Construction/Assessing Information</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
Number of Residential Units Completed	4	5	5	14
Number of Residential Lots Developed	4	5	6	14
True Cash Value (TCV) of Each Residential Unit	\$ 160,000	\$ 162,560	\$ 165,161	
True Cash Value (TCV) of Each Lot	\$ 20,000	\$ 20,000	\$ 20,000	
<i>Total TCV of Each Residential Unit &amp; Lot</i>	<i>\$ 180,000</i>	<i>\$ 182,560</i>	<i>\$ 185,161</i>	
Taxable Value (TV) of Each Residential Unit	\$ 80,000	\$ 81,280	\$ 82,580	
Taxable Value (TV) of Each Lot	\$ 10,000	\$ 10,000	\$ 10,000	
<i>Total TV of Each Residential Unit &amp; Lot</i>	<i>\$ 90,000</i>	<i>\$ 91,280</i>	<i>\$ 92,580</i>	
<b>City's Redevelopment Costs/Expenses</b>				
<b>Total City Costs/Expenses</b>	<b>\$ 838,174</b>	-	-	

### Additional Assumptions: Nine (9) and Fourteen (14) Buildable Lots

Assumptions Regarding Increases to Taxable Value & Millage Rates Paid and Captured	During TIFA Capture (2018 - 2034)		After TIFA Capture Ends (2035 - 2057)	
	Rate/ Percentage	Average Dollar Amount Per Residential Unit	Rate/ Percentage	Average Dollar Amount Per Residential Unit
Annual Taxable Value Increase: Building	1.60%	-	1.60%	-
Annual Taxable Value Increase: Land	0.00%	-	0.00%	-
Non-NEZ: Annual Total Millage Rate <b>Paid</b> to All Taxing Jurisdictions	50.3279	\$ 5,159	50.3279	\$ 6,818
Non-NEZ: Annual Total Millage Rate <b>Captured</b> by City of Wyandotte/TIFA	<b>32.6951</b>	<b>\$ 3,351</b>	<b>19.7500</b>	<b>\$ 2,675</b>
NEZ: Annual Total Millage Rate <b>Paid</b> to All Taxing Jurisdictions (2015 rate)	16.9600	\$ 3,514	-	-
NEZ: Annual Total Millage Rate <b>Captured</b> by City of Wyandotte/TIFA	5.7581	\$ 1,741	-	-

Other Assumptions	Number of Years	Notes
Years Approved for all NEZ Certificates	12	
Analysis Period	40	From Years 2018 - 2057
Assumes TIFA Ends in Year	2034	
Assumes All NEZ Certificates will end by Year	2034	
Utilizes Millage Rates in Effect for 2015 for All Years (except "Additional City Operating Millage": see Notes)	-	The "Additional City Voted Operating Millage" set to expire after 2018 was only used for Estimates impacting Year 2018.

Last revised: 11/17/2015

Prepared by:  
SMOOTH Development, LLC \* 734-301-1282 \* www.smoothdevelopment.com

**McKinley School Redevelopment Project - Wyandotte, MO**  
**Tax Revenue Analysis of Senior Housing Project**  
**Redevelopment Assumptions & Estimates**

Use	Estimated Building Value				Estimated Land Value			Total Assessed Value of Building & Land Improvements, and Raw Land
	Number of Rooms/ Units	True Cash Value Per Room/ Unit	Assessed Value Per Room/ Unit	Total Assessed Value	Number of Lots	Assessed Value Per Lot	Total Assessed Value	
<b>Existing Building: "As Is" (Pre-Rehab)</b>					14	\$ -	\$ -	
- Basement, approx. 26,860 s.f.	-	-	\$ -	\$ -				
- First Floor	-	-	\$ 1.00	\$ 1.00				
- Second Floor	-	-	\$ -	\$ -				
<b>Total</b>	-	-	-	\$ 1.00	14	-	\$ -	\$ 1.00
<b>Existing Building: Post-Rehab</b>					14	\$ 7,500	\$ 105,000	
- Pre-Rehab Value (from above)				\$ 1.00				
- First Floor								
1 Bedroom Units	12	\$ 42,000	\$ 21,000	\$ 252,000				
2 Bedroom Units	3	\$ 47,000	\$ 23,500	\$ 70,500				
- Second Floor								
1 Bedroom Units	12	\$ 42,000	\$ 21,000	\$ 252,000				
2 Bedroom Units	3	\$ 47,000	\$ 23,500	\$ 70,500				
<i>Subtotal</i>	30	-	-	\$ 645,001	14	-	\$ 105,000	\$ 750,001
<b>New Addition to Building</b>								
- First Floor								
1 Bedroom Units	3	\$ 42,000	\$ 21,000	\$ 63,000				
2 Bedroom Units	12	\$ 47,000	\$ 23,500	\$ 282,000				
- Second Floor								
1 Bedroom Units	3	\$ 42,000	\$ 21,000	\$ 63,000				
2 Bedroom Units	12	\$ 47,000	\$ 23,500	\$ 282,000				
<i>Subtotal</i>	30	-	-	\$ 690,000	-	-	\$ -	\$ 690,000
<b>Total: Building</b>	60	-	-	\$ 1,335,001	-	-	-	\$ 1,440,001
<b>Land Improvements</b>								
Parking lot improvements/ expansion, lighting, patio, etc.				\$ 75,900				
<i>Subtotal</i>	-	-	-	\$ 75,900	-	-	-	\$ 75,900
<b>Total Assessed Value: Building &amp; Land</b>	60	-	-	\$ 1,410,901	14	-	\$ 105,000	\$ 1,515,901
<b>Total True Cash Value: Building &amp; Land</b>	-	-	-	\$ 2,821,802	-	-	\$ 210,000	\$ 3,031,802

Additional Assumptions	Notes	
Annual Taxable Value Increase: Building	1.60%	
Annual Taxable Value Increase: Land	0.00%	
Analysis Period: Number of Years	41	From Years 2017 - 2057
Percentage Completed by End of 2016:	0%	
Percentage Completed by End of 2017:	100%	
<b>OPRA Assumptions</b>		
Years Approved for OPRA Exemption	12 + 2	Allows up to 2 years for construction (2016 & 17)
OPRA starts in Year	2016	
OPRA ends at end of Year	2029	
Years Approved by State Treasurer for Additional Exemption of 50% of State Education Taxes (SET)	6	Up to 25 "Additional Exemptions" may be approved annually.
<b>Brownfield Plan (BP) Assumptions</b>		
BP Tax Capture Period: Number of Years	23	Or until all Eligible Activities are reimbursed, whichever is greater.
BP Tax Capture starts in Year	2017	
BP Tax Capture Ends in Year	2039	Or when all Eligible Activities are reimbursed.
<b>BP Reimbursement Amount:</b>		
- From City Taxes (Operating, Refuse, etc)	\$ 333,704	49.94% of Total Reimbursement Amount
- From Non-City Local Taxes (Wayne County, SMART Bus, etc)	\$ 324,565	50.06% of Total Reimbursement Amount
- From State School Taxes	\$ -	0.00% of Total Reimbursement Amount
<b>Total BP Reimbursement</b>	<b>\$ 688,269</b>	Preliminary Estimate
Assumes TIFA Ends in Year	2034	
Utilizes Millage Rates In Effect for 2015 for All Years (except "Additional City Operating Millage" see Notes)	-	The "Additional City Voted Operating Millage" set to expire after 2018 was only used for estimates impacting Years 2017 & 18.

Changes due to Local Tax Capture Only in the Brownfield Plan.

**Notes:**

- For residential units, the True Cash Values and Assessed Values were determined by an estimate from the City of Wyandotte's Assessing Office.
- The actual Assessed Value may be higher or lower than estimated, and must be determined upon project completion by the City's Assessing Department. Assessed Values per square foot and/or per room/unit for both new construction and renovations vary widely depending on the quality, quantity, and type of improvements, and further, for renovations, on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by the City's Assessing Department. Until improvements are completed and assessed, it is only possible to estimate the Future Assessed Value based on various assumptions.

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION**

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: December 14, 2015

MOVED BY: Councilperson Fricke

SUPPORTED BY: Councilperson Sabuda

BE IT RESOLVED that the communication from the City Engineer and City Administrator regarding the sale of the former McKinley School Site at 640 Plum Street is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Mayor and City Council acknowledge that Coachlight Properties, LLC, will request an Obsolete Property Rehabilitation Act Exemption and a Brownfield Plan to be included in any future purchase agreement between the city and the LLC.

BE IT FURTHER RESOLVED that this matter is referred back to the City Engineer and City Attorney to negotiate a purchase agreement on or before January 25, 2016, to be presented to the City Council.

There will be no charge to Coachlight Properties to continue under the letter of intent; AND

IT IS FURTHER RESOLVED that this resolution does not obligate the City of Wyandotte to enter into a purchase agreement with Coachlight Properties, LLC.

Motion carried.

YEAS: Councilpersons Fricke, Sabuda, Schultz, VanBoxell & Mayor Peterson

NAY: Councilperson Miciura

ABSENT: Councilperson Galeski

**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 December 14, 2015, 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

*Attachment*  
*From 12-14-15 meeting*

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

**MEETING DATE:** December 14, 2015

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** **Redevelopment of McKinley School**

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

*Mark Kowalewski 127075*  
**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski,

**BACKGROUND:** There have been three (3) previous communications to City Council regarding the sale of the McKinley School Site. The first communication of February 10, 2014, compared the proposals received and resulted in exclusive negotiations with Coachlight Properties, LLC (Coachlight).

The second communication to City Council was on June 2, 2014, approving a Letter of Intent (LOI) #1 with Coachlight. The project consisted of the following at this time:

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

The third communication to City Council on June 8, 2015, approved an LOI #2 (attached) with Coachlight and includes the following:

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

Rezoning of the property to Plan Development (PD) was effective on July 7, 2015.

Coachlight's project has changed with the reduction in the number of total units from 70 to 60. Thirty (30) units will be in the existing building and thirty (30) units will be in the new construction.

Paragraph 6 of the LOI indicates that Coachlight may request various tax incentives to assist in redeveloping the property. The attached communication from Coachlight is requesting City support for an Obsolete Property Rehabilitation Act (OPRA) and Brownfield Plan (BP) incentives to provide financial support for the redevelopment project.

Attached are summaries of tax revenue data comparing three (3) alternatives:

- a. Redeveloping the property for market rate apartments for seniors (55 years or older).
- b. Demolition of building and construction of nine (9) homes.
- c. Demolition of building and construction of fourteen (14) homes.

Attachments

PRD m  
12-11-  
meet

The redevelopment to 60 apartments, with an OPRA exemption and BP reimbursement, generates more net tax revenue capture for the City and/or its TIFA than any of the scenarios to redevelop the property into 9 to 14 homes, with or without NEZ exceptions. An example, the redevelopment of the site into 60 apartments with an OPRA and BP reimbursement would generate a net revenue amount of \$1,063,218 for the City/TIFA over a 40 year period, which is \$666,475 more than the net revenue amount of \$396,743 that the 14 homes with an NEZ would general.

The recommendation is to proceed with the OPRA and Brownfield Plan.

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

**ACTION REQUESTED:** Approve OPRA and Brownfield Plan incentives within a future Purchase Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Future maintenance costs to school building avoided and additional revenue received by the City.

**IMPLEMENTATION PLAN:** Continue collaboration with Coachlight to fulfill the terms of the Letter of Intent.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

- A: Council Resolution dated June 9, 2015 with Letter of Intent- Amended (LOI) #2.
- B: Rezoning Ordinance
- C: Coachlight Properties LLC letter regarding OPRA and Brownfield
- D: Tax Revenue Analysis of Nine (9) Buildable Lot; Tax Revenue of Senior Housing Project; Comparison of Tax Capture 60 Apartment Versus Nine (9) Houses; Comparison of Tax Capture 60 Apartment versus 14 Houses.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JOSEPH PETERSON  
MAYOR

**COUNCIL**

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

June 9, 2015

**RESOLUTION**

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

By Councilman Lawrence Stec  
Supported by Councilman Donald Schultz

RESOLVED by the City Council that the communication from the City Engineer and City Administrator relative to File # 4630 Qualifications for Redevelopment of McKinley School is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the revised "Letter of Intent" with Coachlight Property for the development of Senior Housing on the former McKinley School Site, 640 Plum Street.

YEAS: Councilmembers Fricke Sabuda Schultz Stec

NAYS: Councilmember Miciura

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on June 8, 2015.

  
William R. Griggs  
City Clerk

CC: City Administrator

(#2)

~~Attachment G~~  
revised 5/8/15LETTER OF INTENT- AMENDED**Part 1. Access to the Premises/Purchase Price**

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

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

2) During the term of access to the premises, the City will not solicit or entertain offers from, negotiate with or discuss, accept or consider any proposal of any other person relating to acquisition of the property.

**Part 2. LLC Interest in Developing Property**

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

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

2) Any purchase agreement between the parties would be in the form that the LLC and City mutually agreed upon. The agreement would include provisions that will include the following conditions. The LLC will maintain the existing structure. The LLC will make its best efforts to adapt the existing structure into a residential senior living project with additions that will allow for additional units. The agreement will allow for the city to reserve the rights for final architectural review of any proposed additions. The city museum will have the rights to salvage areas of the building that would be demolished or salvaged items in the portion of the building that will not be demolished and items that will not be reused in the remodeling of the building. The LLC will provide a maximum number of seventy (70) residential units with 1.5 parking spaces per unit.

3) City notifies the LLC that prior to the execution of any purchase agreement between the parties, LLC would be required to comply with the following procedures:

a) Make additional presentations at a public hearing at a city council meeting describing the construction and operation of the Property as a senior living facility and being prepared to answer questions from the elected officials and the public.

b) LLC would provide to the City a detailed explanation of the financing for this project including but not limited to:

- (i) The identity of all anticipated lenders;
- (ii) A description of all financial commitments in place for the project;
- (iii) Detailed background of all project participants;
- (iv) Disclosure of the estimated total development cost of the project including proposed rental rates;
- (v) Review of a proposed Site Plan, including the number of parking spaces provided.
- (vi) Review of estimated property taxes with City and inclusion in budget

c) LLC to provide to the City a detailed explanation on what amenities are to be included in a reconfiguration of the existing park space and estimated cost, as well as maintenance cost for park in budget.

d) LLC would request the City to pursue a rezoning of the Property to Planned Development (PD) and would support the City for such a rezoning request.

e) LLC will procure a one hundred percent (100%) payment and performance bond from the general contractor to ensure a timely completion of the development. LLC anticipates naming the City as an additional obligee on the payment and performance bond.

4) LLC acknowledges that City has advised that it may require outside consultants to advise the City on the above provided information and City may require LLC to pay these costs with the agreement that if a purchase is ultimately executed and the project constructed, LLC will receive a credit for said cost from the City. The City will obtain written authorization by the LLC prior to any engagement of outside consultant services.

5) LLC agrees not to make use of the property or transfer or sell the Property to an entity that will result in the property or buildings becoming tax exempt from real property taxes without monetary compensation being paid to the city in an amount agreed upon by the parties. A written agreement in a form and manner agreed to by the parties would be required to be executed and made part of any purchase agreement.

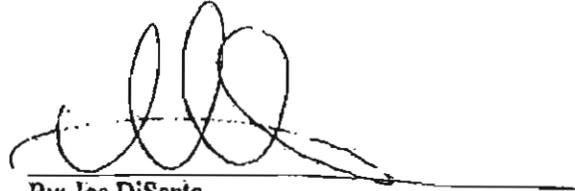
6) The LLC may request the use of various tax incentives and grant or loan programs to assist with redeveloping the Property, if determined by LLC to improve the financial feasibility of the Property, including but not limited to the following: (a) real property tax reduction for any eligible residential portion of the property, such as the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended; (b) the Community Revitalization Program (CRP), a grant and/or loan program available through the Michigan Strategic Fund (MSF) and Michigan Economic Development Corporation (MEDC); and (c) other economic assistance that may be available through any other programs available at the federal, state, county or local level. City acknowledges that the LLC may submit a request for a Brownfield Plan or Tax Increment Financing reimbursements for costs which are eligible pursuant to the state Brownfield statute.

7) This Letter of Intent may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Letter of Intent. Notwithstanding the foregoing, LLC shall be permitted to assign its rights and obligations under this Letter of Intent to any affiliate of LLC or its individual members.

8) The purpose of this Letter of Intent is to memorialize certain business points. The City and LLC mutually acknowledge that their agreement is qualified and that they therefore contemplate the drafting of a more detailed Purchase Agreement. The City and LLC intend to be bound only by the execution of a Purchase Agreement and not by this preliminary document.

Dated: March \_\_\_\_, 2015

Coachlight Properties LLC



By: Joe DiSanto

Its: Managing Member

Jonesboro Investments Corp.



By: Timothy M. Morgan

Its: President

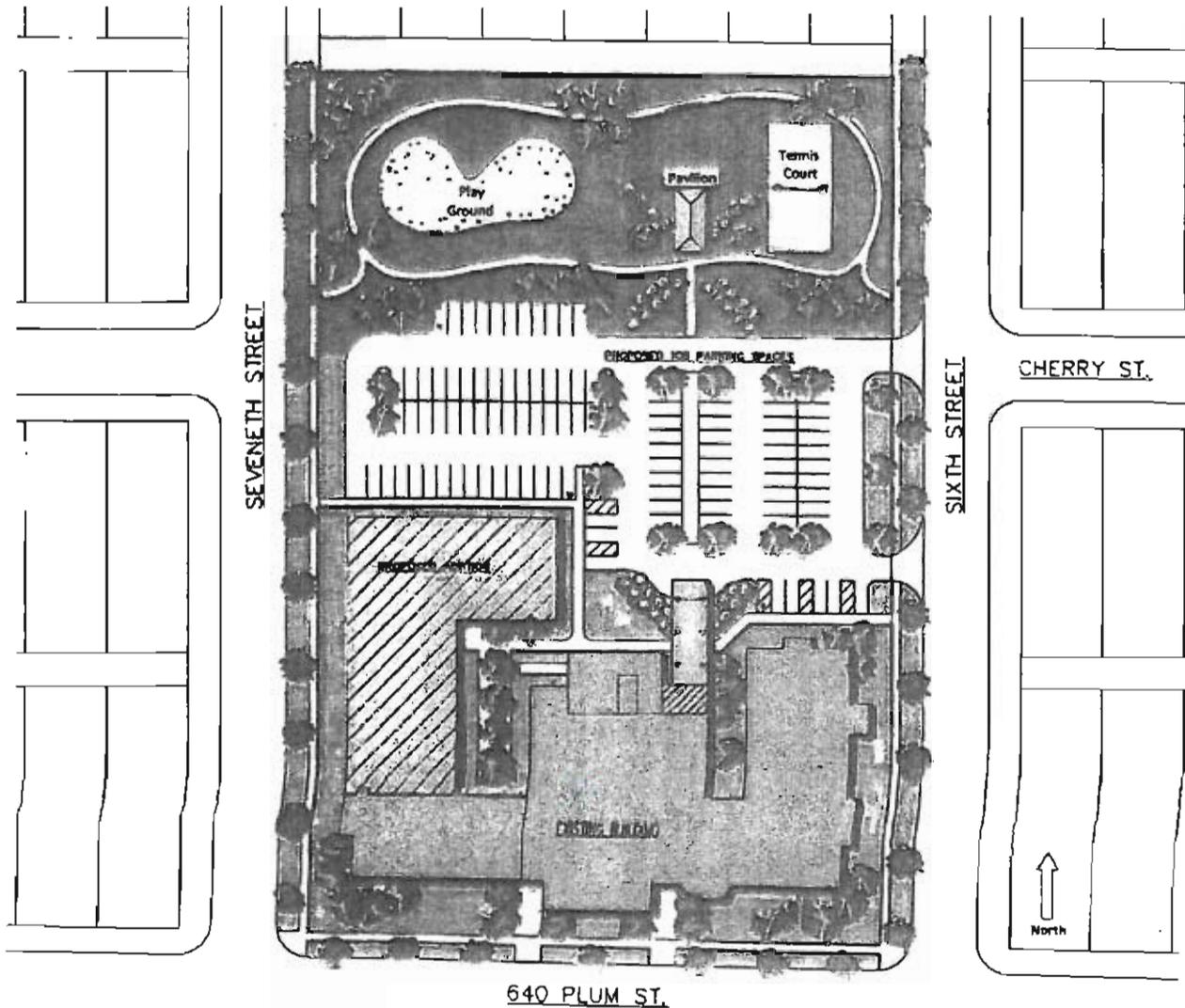
City of Wyandotte  
A Michigan Municipal Corporation



By: Joseph R. Peterson, Mayor



By: William R. Griggs, City Clerk



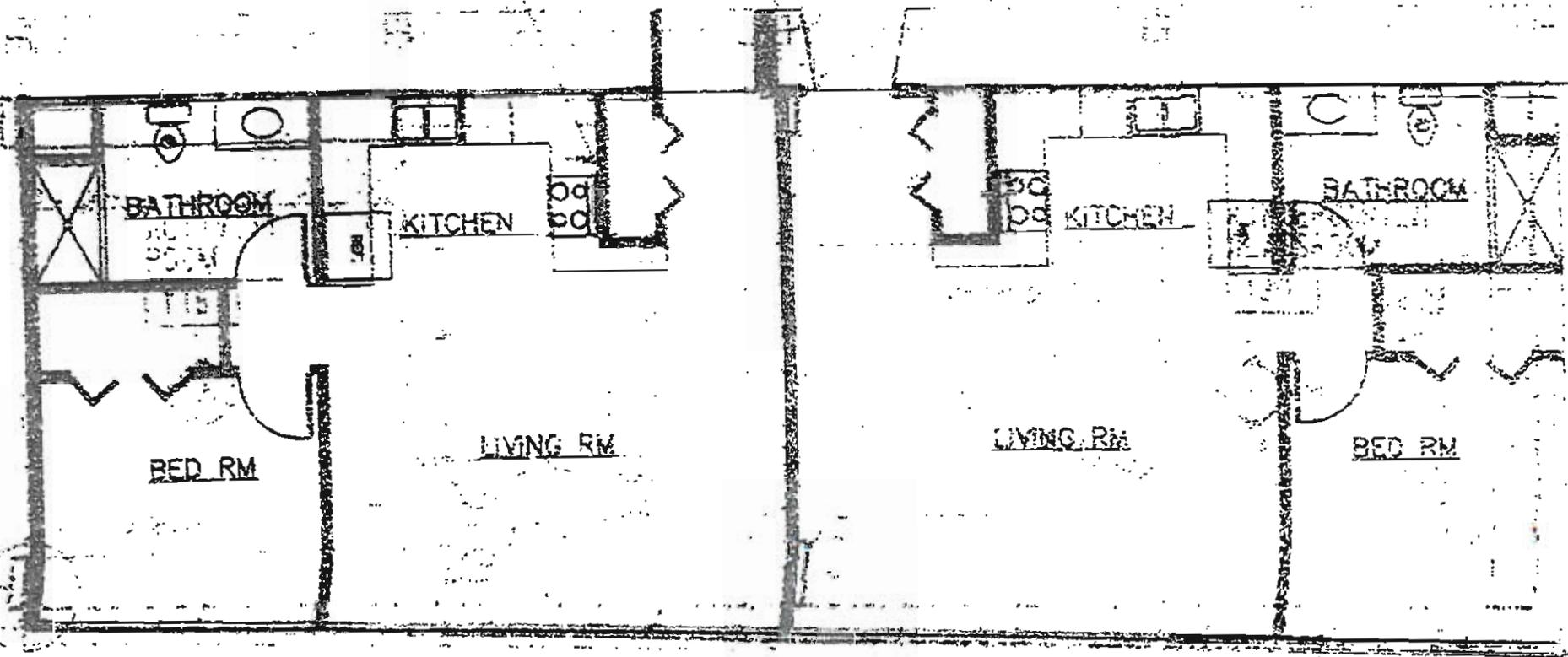
**Preliminary Site Development Plan**

McKinley Place  
Wyandotte, MI

*Attachment A*

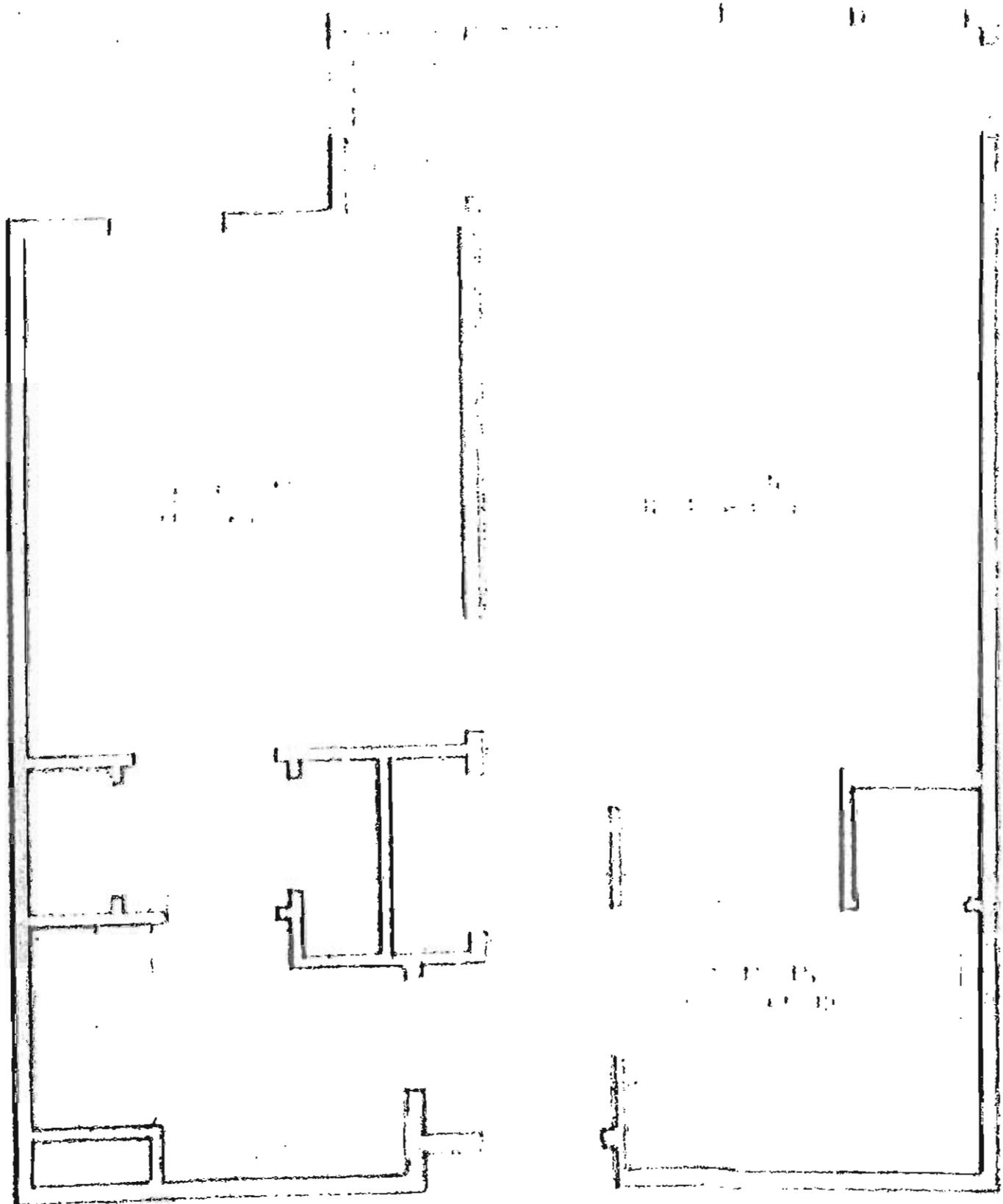
ACTIVITY ROOM

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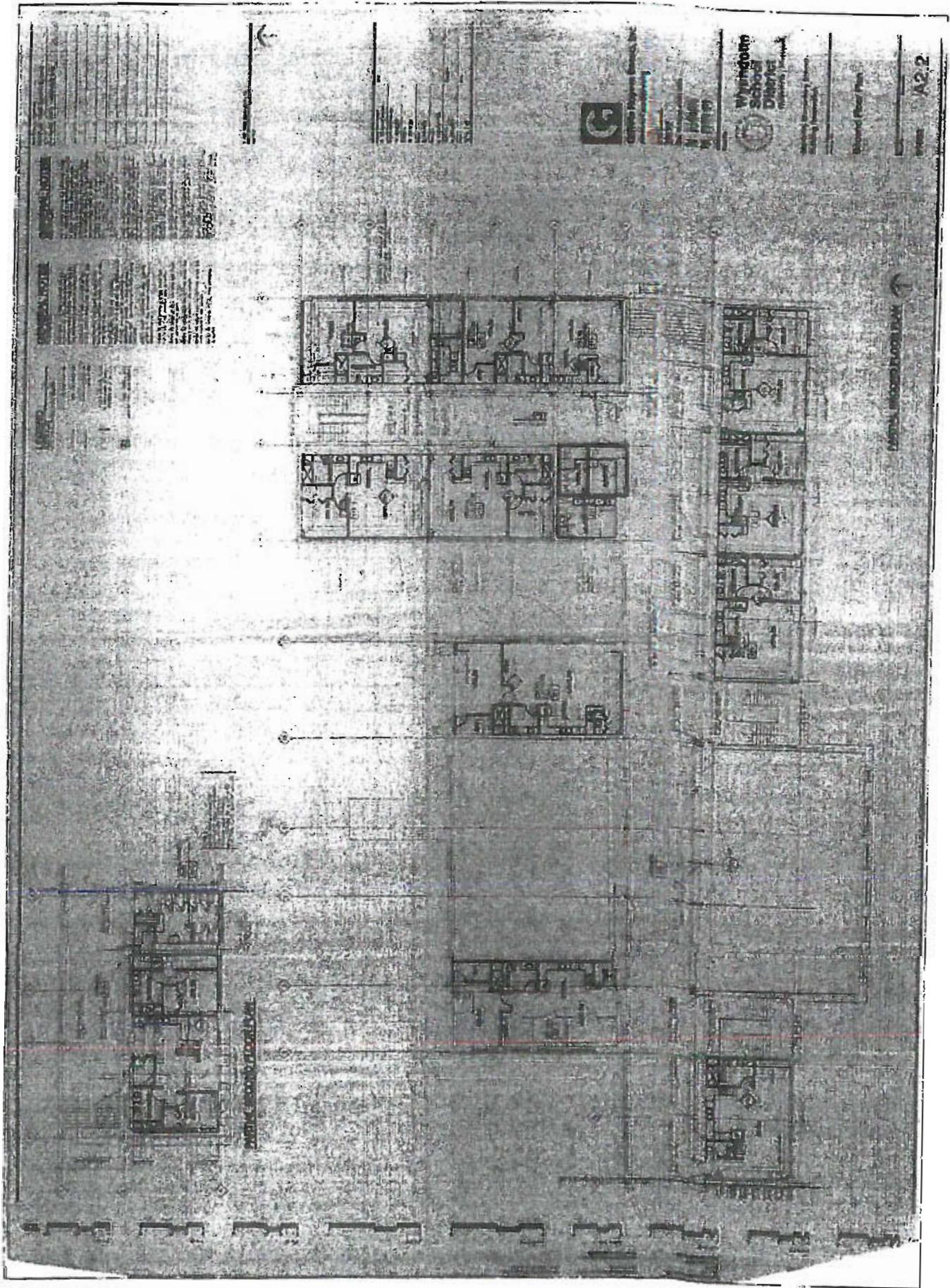
**Typical Unit in Renovated Building**

*Attachment 4*



**Typical Unit In Proposed Addition**

**McKinley Place  
Wyandotte, MI**



Final Reading  
# 1410

The City of Wyandotte Zoning Ordinance has been amended as follows =

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 640 PLUM STREET FROM ONE FAMILY RESIDENTIAL DISTRICT (RA) TO PLAN DEVELOPMENT DISTRICT (PD)

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 1 thru 14, both inclusive, the vacated public alley abutting said lots, and Cherry Street, eighty (80) foot wide, abutting Lots 1 thru 7, both inclusive, Block 179, Plat of Part of the City of Wyandotte as recorded in Liber 1, Page 295, Wayne County Records; and, Lots 8 thru 14, both inclusive, and the south ten (10) feet of the public alley abutting Lots 1 thru 8, both inclusive, Block 178, Plat of Part of Wyandotte, as recorded in Liber 1, Page 142, Wayne County Records.

Known as 640 Plum Street

be and is hereby rezoned from One Family Residential District (RA) to Plan Development District (PD).

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. 282.

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.

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

YEAS	COUNCILPERSON	NAYS
<input checked="" type="checkbox"/>	Fricke	<input type="checkbox"/>
<input type="checkbox"/>	Galeski	<input type="checkbox"/>
<input type="checkbox"/>	Miciura	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Sabuda	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Schultz	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Stec	<input type="checkbox"/>

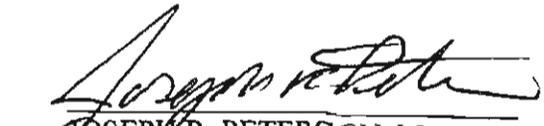
Absent: Councilman Galeski

I hereby approve the adoption of the foregoing ordinance this 22 day of June, 2015.

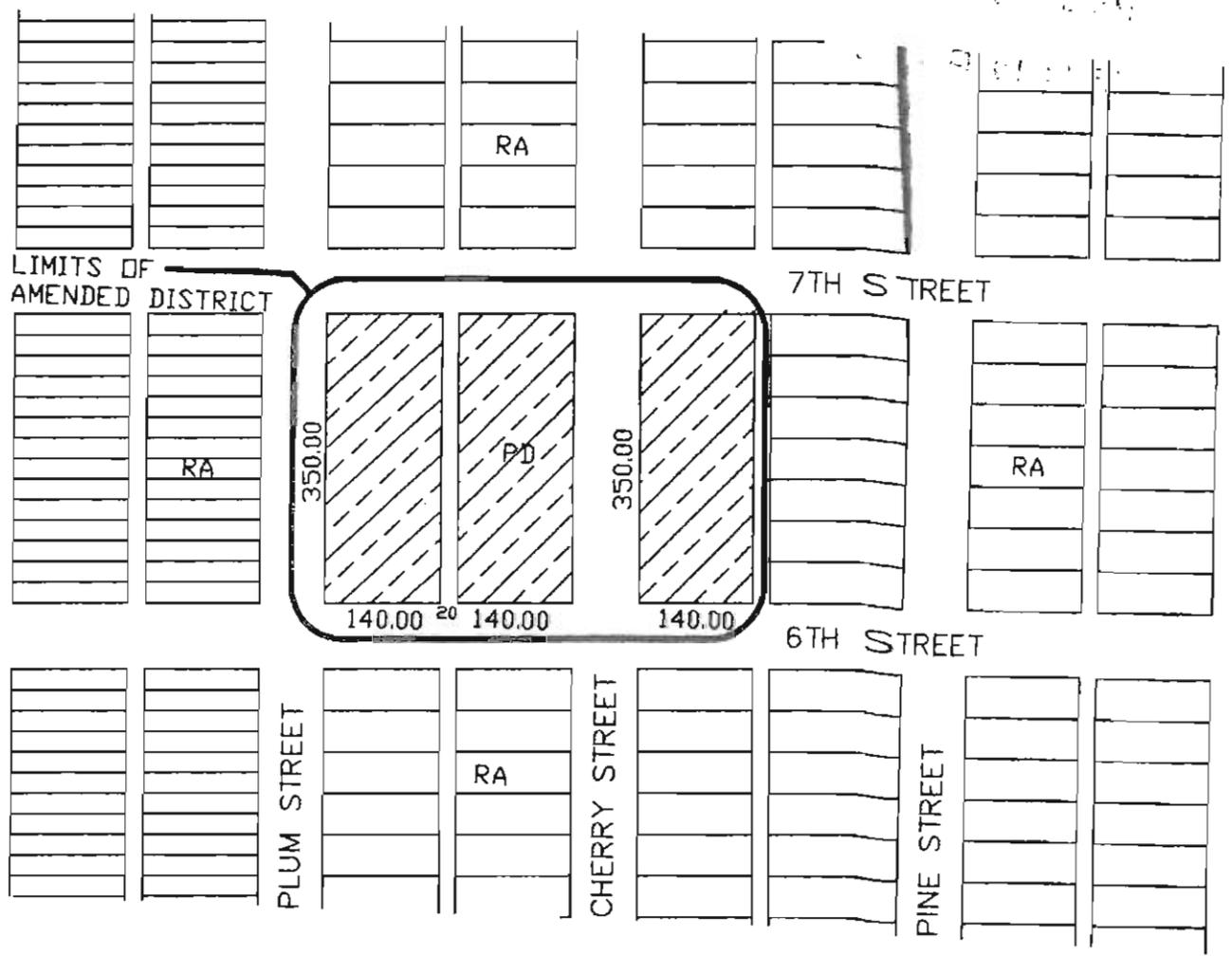
CERTIFICATE

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 22nd day of June, 2015.

Dated June 23, 2015, 2015

  
 JOSEPH R. PETERSON, Mayor

  
 WILLIAM R. GRIGGS, City Clerk



 RA ONE FAMILY RESIDENTIAL DISTRICT  
 PD PLAN DEVELOPMENT DISTRICT

 NORTH  
 NOT TO SCALE

CITY OF WYANDOTTE, MICHIGAN  
 AMENDED ZONING MAP NO. 282

ORDINANCE NO.  
 DATED

MAYOR  
 JOSEPH R. PETERSON

CLERK  
 WILLIAM R. GRIGGS

---

December 8, 2015

Honorable Mayor Peterson  
Honorable City Council Members  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Re: McKinley School – Development Incentive / Project Update

Honorable Mayor and Council,

Over the last six months, we have been working diligently with our consultants and city leadership to determine if our proposed project for the McKinley School is a sustainable project. During this time, we have accomplished many tasks. These tasks include, but are not limited to, the Phase One Environmental testing, engaging in Phase Two environmental services, building evaluations with various architects and general contractors, multiple meetings with potential lenders, engaging in a market study and engaging in the services for development incentives. In addition, we have had interaction with the Downriver Community Conference and the State of Michigan Economic Development Corporation for potential grants and/or development incentives available for adoptive reuse projects. These tasks have led our project to one item that requires your support in order to move forward to the next step. In order for our companies to make final commitment to the project, we need to gain your support of development incentives.

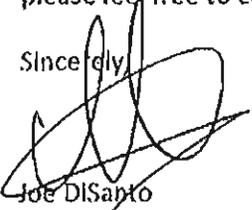
At your December 14, 2015 meeting, we would respectfully request your support of our crucially needed development incentives in order to make the project sustainable. These incentives are tools that are given to communities and developers in order to implement a level playing field between green field sites and redevelopment opportunities. We have engaged the services of Smooth Development to outline our requested incentives which consist of OPRA and Brownfield tools. These development tools should be no stranger to the community, since they have been used throughout the city in projects, such as BASF Expansions, Labadie Park, Sears Building, Sycamore Plaza, Templin's, and most recently Dr. Abrahamson's medical office. These

These projects may have not occurred without the development incentives supported through the City's vision. Just as the abovementioned projects required the incentives in order to maintain sustainability, we too, require the same incentives to continue the sustainability of the McKinley School Project. We respect the City must review all development options which may result in the most nonsocial benefit to the community. We, too, wanted to understand these comparisons. Therefore, we have provided a detailed analysis of our project when compared with two potential residential developments that have been discussed for this site.

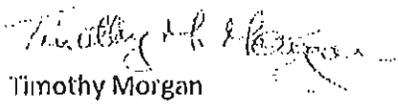
We are confident that based on the information submitted to you, our project, with the development incentives, will result in a larger nonsocial economical return for the city. Again, we must stress that without these incentives our project will not be sustainable and will not be able to move forward.

We respectfully request that you support our development incentives as presented in order for us to move the project one step closer to reality. We will be available for questions or comments at your meeting. Should you wish to discuss the matter in advance of the meeting, please feel free to contact either of us or our consultant, Smooth Development.

Sincerely,



Joe DiSanto  
Coachlight Properties LLC



Timothy Morgan  
Jonesboro Investments Corp.

## McKinley School Redevelopment Project - Wyandotte, MI

### Tax Revenue Analysis of Nine (9) Buildable Lots

Redevelopment Assumptions & Estimates	Year No. 1	Year No. 2	Year No. 3	-
<b>New Construction/Assessing Information</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
Number of Residential Units Completed	3	3	3	9
Number of Residential Lots Developed	3	3	3	9
True Cash Value (TCV) of Each Residential Unit	\$ 160,000	\$ 162,560	\$ 165,161	
True Cash Value (TCV) of Each Lot	\$ 20,000	\$ 20,000	\$ 20,000	
<i>Total TCV of Each Residential Unit &amp; Lot</i>	<i>\$ 180,000</i>	<i>\$ 182,560</i>	<i>\$ 185,161</i>	
Taxable Value (TV) of Each Residential Unit	\$ 80,000	\$ 81,280	\$ 82,580	
Taxable Value (TV) of Each Lot	\$ 10,000	\$ 10,000	\$ 10,000	
<i>Total TV of Each Residential Unit &amp; Lot</i>	<i>\$ 90,000</i>	<i>\$ 91,280</i>	<i>\$ 92,580</i>	
<b>City's Redevelopment Costs/Expenses</b>				
<b>Total City Costs/Expenses</b>	<b>\$ 632,000</b>	-	-	

### Tax Revenue Analysis of Fourteen (14) Buildable Lots

Redevelopment Assumptions & Estimates	Year No. 1	Year No. 2	Year No. 3	-
<b>New Construction/Assessing Information</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
Number of Residential Units Completed	4	5	5	14
Number of Residential Lots Developed	4	5	5	14
True Cash Value (TCV) of Each Residential Unit	\$ 160,000	\$ 162,560	\$ 165,161	
True Cash Value (TCV) of Each Lot	\$ 20,000	\$ 20,000	\$ 20,000	
<i>Total TCV of Each Residential Unit &amp; Lot</i>	<i>\$ 180,000</i>	<i>\$ 182,560</i>	<i>\$ 185,161</i>	
Taxable Value (TV) of Each Residential Unit	\$ 80,000	\$ 81,280	\$ 82,580	
Taxable Value (TV) of Each Lot	\$ 10,000	\$ 10,000	\$ 10,000	
<i>Total TV of Each Residential Unit &amp; Lot</i>	<i>\$ 90,000</i>	<i>\$ 91,280</i>	<i>\$ 92,580</i>	
<b>City's Redevelopment Costs/Expenses</b>				
<b>Total City Costs/Expenses</b>	<b>\$ 838,174</b>	-	-	

### Additional Assumptions: Nine (9) and Fourteen (14) Buildable Lots

Assumptions Regarding Increases to Taxable Value & Millage Rates Paid and Captured	During TIFA Capture (2018 - 2034)		After TIFA Capture Ends (2035 - 2057)	
	Rate/ Percentage	Average Dollar Amount Per Residential Unit	Rate/ Percentage	Average Dollar Amount Per Residential Unit
Annual Taxable Value Increase: Building	1.60%	-	1.60%	-
Annual Taxable Value Increase: Land	0.00%	-	0.00%	-
Non-NEZ: Annual Total Millage Rate <u>Paid</u> to All Taxing Jurisdictions	50.3279	\$ 5,159	50.3279	\$ 6,818
Non-NEZ: Annual Total Millage Rate <u>Captured</u> by City of Wyandotte/TIFA	<b>32.6951</b>	<b>\$ 3,351</b>	<b>19.7500</b>	<b>\$ 2,675</b>
NEZ: Annual Total Millage Rate <u>Paid</u> to All Taxing Jurisdictions (2015 rate)	16.9600	\$ 3,514	-	-
NEZ: Annual Total Millage Rate <u>Captured</u> by City of Wyandotte/TIFA	5.7581	\$ 1,741	-	-

Other Assumptions	Number of Years	Notes
Years Approved for all NEZ Certificates	12	
Analysis Period	40	From Years 2018 - 2057
Assumes TIFA Ends in Year	2034	
Assumes All NEZ Certificates will end by Year	2034	
Utilizes Millage Rates in Effect for 2015 for All Years (except "Additional City Operating Millage": see Notes)	-	The "Additional City Voted Operating Millage" set to expire after 2018 was only used for Estimates impacting Year 2018.

Last revised: 11/17/2015

Prepared by:  
SMOOTH Development, LLC \* 734-301-1282 \* www.smoothdevelopment.com

**McKinley School Redevelopment Project - Wyandotte, MI**  
**Tax Revenue Analysis of Senior Housing Project**  
**Redevelopment Assumptions & Estimates**

Use	Estimated Building Value				Estimated Land Value			Total Assessed Value of Building & Land Improvements, and Raw Land
	Number of Rooms/ Units	True Cash Value Per Room/ Unit	Assessed Value Per Room/ Unit	Total Assessed Value	Number of Lots	Assessed Value Per Lot	Total Assessed Value	
<b>Existing Building: "As Is" (Pre-Rehab)</b>					14	\$ -	\$ -	
- Basement, approx. 26,860 s.f.	-	-	\$ -	\$ -				
- First Floor	-	-	\$ 1.00	\$ 1.00				
- Second Floor	-	-	\$ -	\$ -				
<b>Total</b>	-	-	-	\$ 1.00	14	-	\$ -	\$ 1.00
<b>Existing Building: Post-Rehab</b>					14	\$ 7,500	\$ 105,000	
- Pre-Rehab Value (from above)				\$ 1.00				
- First Floor								
1 Bedroom Units	12	\$ 42,000	\$ 21,000	\$ 252,000				
2 Bedroom Units	3	\$ 47,000	\$ 23,500	\$ 70,500				
- Second Floor								
1 Bedroom Units	12	\$ 42,000	\$ 21,000	\$ 252,000				
2 Bedroom Units	3	\$ 47,000	\$ 23,500	\$ 70,500				
<b>Subtotal</b>	30			\$ 645,001	14	-	\$ 105,000	\$ 750,001
<b>New Addition to Building</b>								
- First Floor								
1 Bedroom Units	3	\$ 42,000	\$ 21,000	\$ 63,000				
2 Bedroom Units	12	\$ 47,000	\$ 23,500	\$ 282,000				
- Second Floor								
1 Bedroom Units	3	\$ 42,000	\$ 21,000	\$ 63,000				
2 Bedroom Units	12	\$ 47,000	\$ 23,500	\$ 282,000				
<b>Subtotal</b>	30	-	-	\$ 690,000	-	-	\$ -	\$ 690,000
<b>Total: Building</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>\$ 1,335,001</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 1,440,001</b>
<b>Land Improvements</b>								
Parking lot improvements/ expansion, lighting, patio, etc.				\$ 75,900				
<b>Subtotal</b>				\$ 75,900				\$ 75,900
<b>Total Assessed Value: Building &amp; Land</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>\$ 1,410,901</b>	<b>14</b>	<b>-</b>	<b>\$ 105,000</b>	<b>\$ 1,515,901</b>
<b>Total True Cash Value: Building &amp; Land</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 2,821,802</b>	<b>-</b>	<b>-</b>	<b>\$ 210,000</b>	<b>\$ 3,031,802</b>

Additional Assumptions		Notes
Annual Taxable Value Increase: Building	1.60%	
Annual Taxable Value Increase: Land	0.00%	
Analysis Period: Number of Years	41	From Years 2017 - 2057
Percentage Completed by End of 2016:	0%	
Percentage Completed by End of 2017:	100%	
<b>OPRA Assumptions</b>		
Years Approved for OPRA Exemption	12 + 2	Allows up to 2 years for construction (2016 & 17)
OPRA starts in Year	2016	
OPRA ends at end of Year	2029	
Years Approved by State Treasurer for Additional Exemption of 50% of State Education Taxes (SET)	6	Up to 25 "Additional Exemptions" may be approved annually.
<b>Brownfield Plan (BP) Assumptions</b>		
BP Tax Capture Period: Number of Years	19	Or until all Eligible Activities are reimbursed, whichever is greater.
BP Tax Capture starts in Year	2017	
BP Tax Capture Ends in Year	2035	Or when all Eligible Activities are reimbursed.
<b>BP Reimbursement Amount:</b>		
- From City Taxes (Operating, Refuse, etc.)	\$ 206,099	30.45% of Total Reimbursement Amount
- From Non-City Local Taxes (Wayne County, SMART Bus, etc)	\$ 206,631	30.53% of Total Reimbursement Amount
- From School Taxes	\$ 264,068	39.02% of Total Reimbursement Amount
<b>Total BP Reimbursement</b>	<b>\$ 676,798</b>	Preliminary Estimate
Assumes TIFA Ends in Year	2034	
Utilizes Millage Rates in Effect for 2015 for All Years (except "Additional City Operating Millage": see Notes)	-	The "Additional City Voted Operating Millage" set to expire after 2018 was only used for estimates impacting Years 2017 & 18.

**Notes:**

- For residential units, the True Cash Values and Assessed Values were determined by an estimate from the City of Wyandotte's Assessing Office.
- The actual Assessed Value may be higher or lower than estimated, and must be determined upon project completion by the City's Assessing Department. Assessed Values per square foot and/or per room/unit for both new construction and renovations vary widely depending on the quality, quantity, and type of improvements, and further, for renovations, on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by the City's Assessing Department. Until improvements are completed and assessed, it is only possible to estimate the Future Assessed Value based on various assumptions.

Prepared by:  
SMOOTH Development, LLC \* 734-301-1282 \* www.smoothdevelopment.com

Last revised: 12/9/2015

FORMER MCKINLEY SCHOOL PROPERTY									
COMPARISON OF CITY OF WYANDOTTE/TIFA TAX CAPTURE: 60 APARTMENTS VERSUS NINE (9) HOUSES									
Notes	Year	9 Houses <u>with</u> NEZ Exemption			9 Houses <u>without</u> NEZ Exemption			60 Apartments with Brownfield Plan (BP) Reimbursement & OPRA Exemption	
		Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture	Net Cumulative City/ TIFA Tax Capture after subtracting City/ TIFA Redevelopment Expenses	Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture	Net Cumulative City/ TIFA Tax Capture after subtracting City/ TIFA Redevelopment Expenses	Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture after Subtracting BP Reimbursement
	2017	\$ -	\$ -	\$ (632,000)	\$ -	\$ -	\$ (632,000)	\$ 264	\$ 264
	2018	\$ 2,453	\$ 2,453	\$ (629,547)	\$ 9,638	\$ 9,638	\$ (622,362)	\$ 551	\$ 815
	2019	\$ 4,770	\$ 7,223	\$ (624,777)	\$ 17,906	\$ 27,544	\$ (604,456)	\$ 516	\$ 1,331
	2020	\$ 7,222	\$ 14,445	\$ (617,555)	\$ 27,242	\$ 54,786	\$ (577,214)	\$ 481	\$ 1,812
	2021	\$ 7,291	\$ 21,735	\$ (610,265)	\$ 27,631	\$ 82,418	\$ (549,582)	\$ 456	\$ 2,268
	2022	\$ 7,360	\$ 29,096	\$ (602,904)	\$ 28,026	\$ 110,444	\$ (521,556)	\$ 431	\$ 2,699
	2023	\$ 7,431	\$ 36,527	\$ (595,473)	\$ 28,428	\$ 138,871	\$ (493,129)	\$ 412	\$ 3,111
	2024	\$ 7,503	\$ 44,029	\$ (587,971)	\$ 28,835	\$ 167,707	\$ (464,293)	\$ 396	\$ 3,507
	2025	\$ 7,576	\$ 51,605	\$ (580,395)	\$ 29,250	\$ 196,956	\$ (435,044)	\$ 381	\$ 3,888
	2026	\$ 7,650	\$ 59,255	\$ (572,745)	\$ 29,670	\$ 226,627	\$ (405,373)	\$ 368	\$ 4,256
	2027	\$ 9,610	\$ 68,865	\$ (563,135)	\$ 30,098	\$ 256,725	\$ (375,275)	\$ 355	\$ 4,612
	2028	\$ 12,056	\$ 80,921	\$ (551,079)	\$ 30,533	\$ 287,257	\$ (344,743)	\$ 349	\$ 4,961
	2029	\$ 15,009	\$ 95,929	\$ (536,071)	\$ 30,974	\$ 318,231	\$ (313,769)	\$ 340	\$ 5,301
	2030	\$ 21,046	\$ 116,975	\$ (515,025)	\$ 31,423	\$ 349,654	\$ (282,346)	\$ 4,629	\$ 9,930
	2031	\$ 26,829	\$ 143,805	\$ (488,195)	\$ 31,878	\$ 381,532	\$ (250,468)	\$ 4,688	\$ 14,618
	2032	\$ 32,341	\$ 176,146	\$ (455,854)	\$ 32,341	\$ 413,873	\$ (218,127)	\$ 4,736	\$ 19,354
	2033	\$ 32,812	\$ 208,957	\$ (423,043)	\$ 32,812	\$ 446,685	\$ (185,315)	\$ 4,807	\$ 24,162
	2034	\$ 33,289	\$ 242,247	\$ (389,753)	\$ 33,289	\$ 479,974	\$ (152,026)	\$ 4,879	\$ 29,041
	2035	\$ 20,402	\$ 262,649	\$ (369,351)	\$ 20,402	\$ 500,377	\$ (131,623)	\$ 13,409	\$ 42,450
	2036	\$ 20,700	\$ 283,350	\$ (348,650)	\$ 20,700	\$ 521,077	\$ (110,923)	\$ 39,451	\$ 81,901
	2037	\$ 21,003	\$ 304,353	\$ (327,647)	\$ 21,003	\$ 542,080	\$ (89,920)	\$ 40,044	\$ 121,945
	2038	\$ 21,311	\$ 325,663	\$ (306,337)	\$ 21,311	\$ 563,391	\$ (68,609)	\$ 40,647	\$ 162,592
	2039	\$ 21,623	\$ 347,287	\$ (284,713)	\$ 21,623	\$ 585,014	\$ (46,986)	\$ 41,259	\$ 203,852
	2040	\$ 21,941	\$ 369,227	\$ (262,773)	\$ 21,941	\$ 606,955	\$ (25,045)	\$ 41,882	\$ 245,733
	2041	\$ 22,263	\$ 391,491	\$ (240,509)	\$ 22,263	\$ 629,218	\$ (2,782)	\$ 42,514	\$ 288,247
1	<b>2042</b>	\$ 22,591	\$ 414,082	\$ (217,918)	\$ 22,591	\$ 651,809	\$ 19,809	\$ 43,156	\$ 331,403
	2043	\$ 22,924	\$ 437,006	\$ (194,994)	\$ 22,924	\$ 674,734	\$ 42,734	\$ 43,809	\$ 375,212
	2044	\$ 23,263	\$ 460,269	\$ (171,731)	\$ 23,263	\$ 697,996	\$ 65,996	\$ 44,472	\$ 419,684
	2045	\$ 23,606	\$ 483,875	\$ (148,125)	\$ 23,606	\$ 721,602	\$ 89,602	\$ 45,145	\$ 464,829
	2046	\$ 23,956	\$ 507,831	\$ (124,169)	\$ 23,956	\$ 745,558	\$ 113,558	\$ 45,830	\$ 510,659
	2047	\$ 24,310	\$ 532,141	\$ (99,859)	\$ 24,310	\$ 769,868	\$ 137,868	\$ 46,525	\$ 557,184
	2048	\$ 24,671	\$ 556,812	\$ (75,188)	\$ 24,671	\$ 794,539	\$ 162,539	\$ 47,232	\$ 604,415
	2049	\$ 25,037	\$ 581,849	\$ (50,151)	\$ 25,037	\$ 819,576	\$ 187,576	\$ 47,949	\$ 652,365
	2050	\$ 25,409	\$ 607,258	\$ (24,742)	\$ 25,409	\$ 844,986	\$ 212,986	\$ 48,679	\$ 701,043
2	<b>2051</b>	\$ 25,787	\$ 633,046	\$ 1,046	\$ 25,787	\$ 870,773	\$ 238,773	\$ 49,420	\$ 750,463
	2052	\$ 26,172	\$ 659,218	\$ 27,218	\$ 26,172	\$ 896,945	\$ 264,945	\$ 50,172	\$ 800,635
	2053	\$ 26,562	\$ 685,780	\$ 53,780	\$ 26,562	\$ 923,507	\$ 291,507	\$ 50,937	\$ 851,573
	2054	\$ 26,959	\$ 712,738	\$ 80,738	\$ 26,959	\$ 950,465	\$ 318,465	\$ 51,714	\$ 903,287
	2055	\$ 27,361	\$ 740,099	\$ 108,099	\$ 27,361	\$ 977,827	\$ 345,827	\$ 52,504	\$ 955,791
	2056	\$ 27,771	\$ 767,870	\$ 135,870	\$ 27,771	\$ 1,005,598	\$ 373,598	\$ 53,306	\$ 1,009,097
	2057	\$ 28,187	\$ 796,057	\$ 164,057	\$ 28,187	\$ 1,033,784	\$ 401,784	\$ 54,121	\$ 1,063,218

Notes

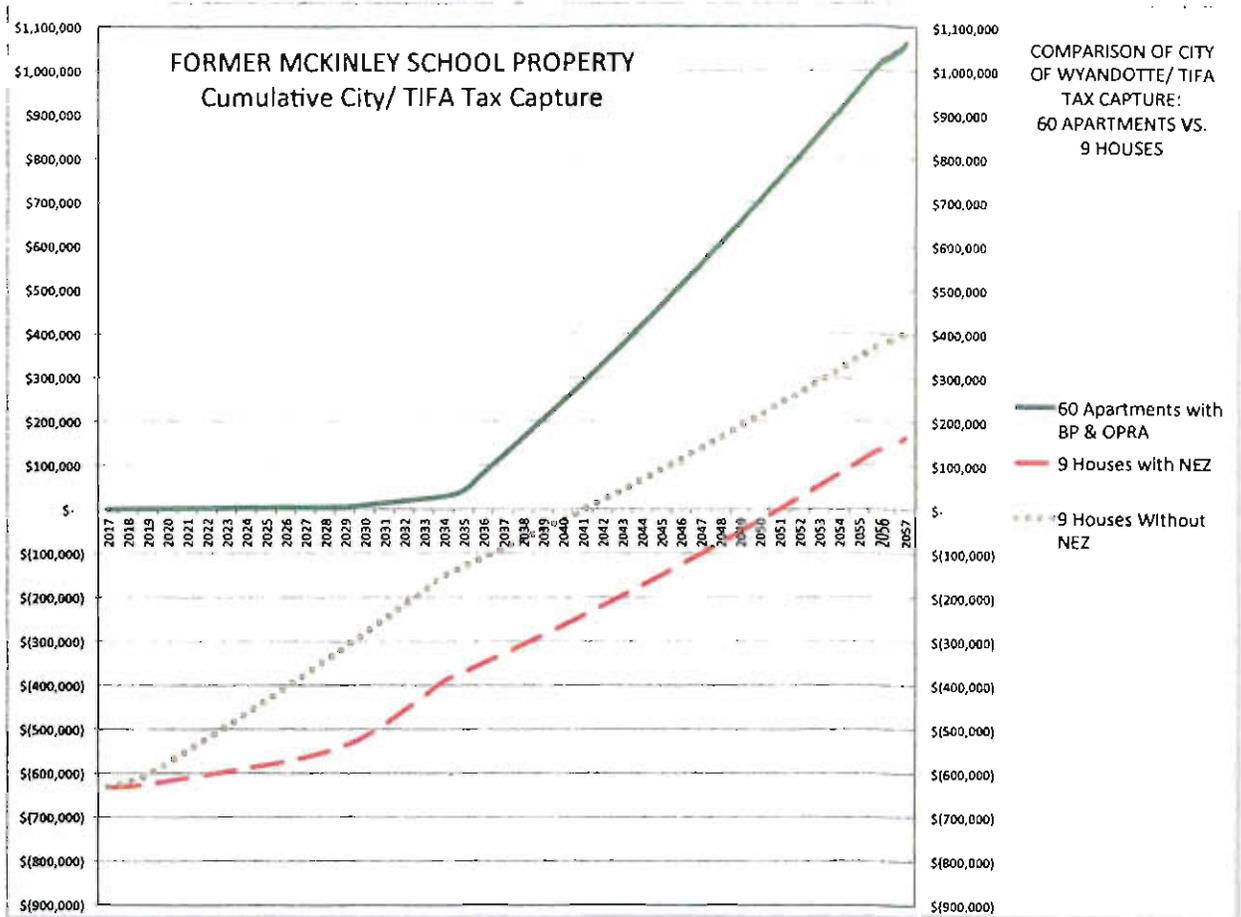
1 "Break-even" Year for 9 Houses without NEZ Exemption

2 "Break-even" Year for 9 Houses with NEZ Exemption

Last revised: 12/9/2015

Prepared by:

SMOOTH Development, LLC • 734-301-1282 • www.smoothdevelopment.com



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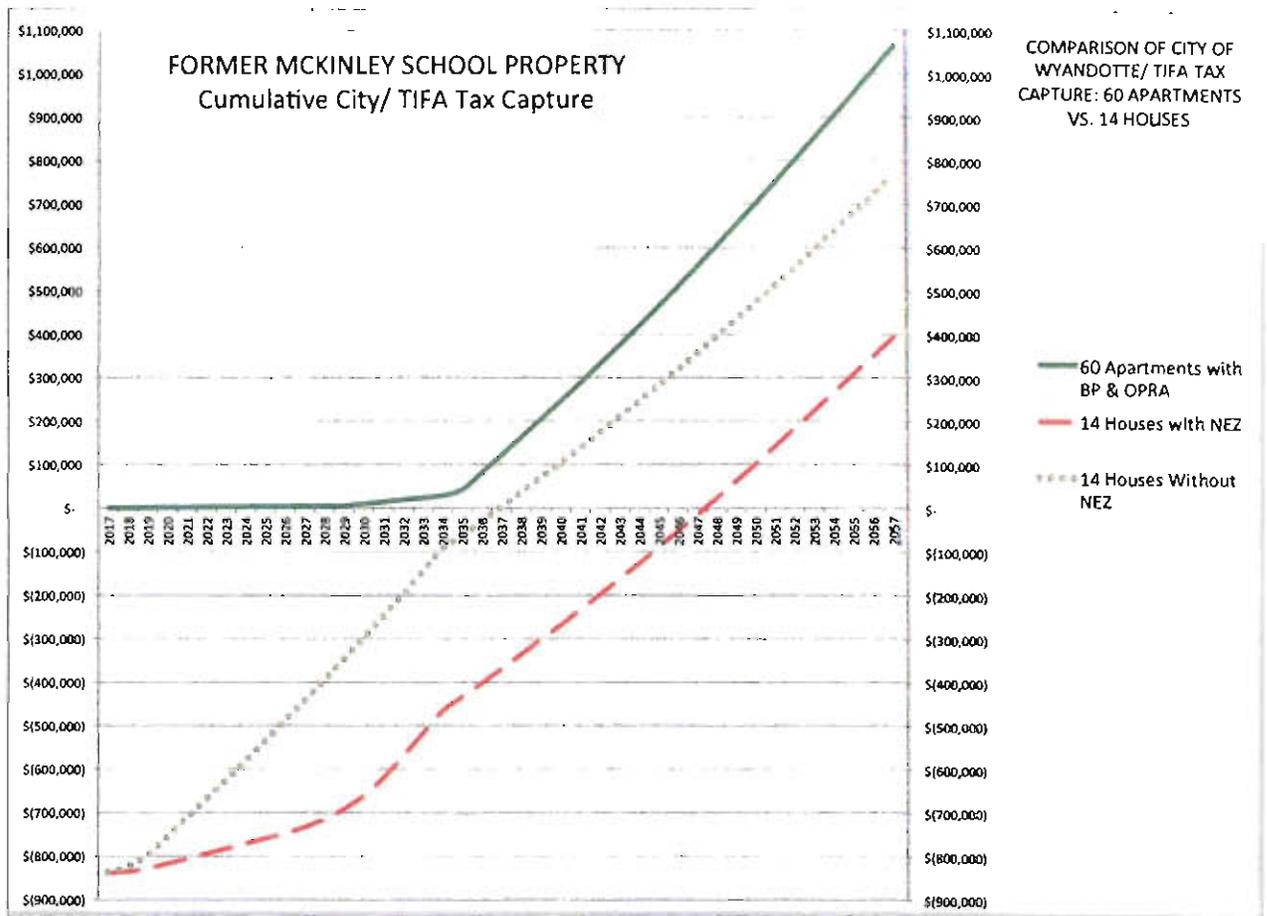
FORMER MCKINLEY SCHOOL PROPERTY									
COMPARISON OF CITY OF WYANDOTTE/TIFA TAX CAPTURE: 60 APARTMENTS VERSUS 14 HOUSES									
Notes	Year	14 Houses <u>with</u> NEZ Exemption			14 Houses <u>without</u> NEZ Exemption			60 Apartments with Brownfield Plan (BP) Reimbursement & OPRA Exemption	
		Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture	Net Cumulative City/ TIFA Tax Capture after subtracting City/ TIFA Redevelopment Expenses	Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture	Net Cumulative City/ TIFA Tax Capture after subtracting City/ TIFA Redevelopment Expenses	Annual City/ TIFA Tax Capture	Cumulative City/ TIFA Tax Capture after Subtracting BP Reimbursement
	2017	\$ -	\$ -	\$ (838,174)	\$ -	\$ -	\$ (838,174)	\$ 264	\$ 264
	2018	\$ 3,270	\$ 3,270	\$ (834,904)	\$ 12,850	\$ 12,850	\$ (825,324)	\$ 551	\$ 815
	2019	\$ 7,155	\$ 10,425	\$ (827,749)	\$ 26,860	\$ 39,710	\$ (798,464)	\$ 516	\$ 1,331
	2020	\$ 11,234	\$ 21,660	\$ (816,514)	\$ 42,377	\$ 82,087	\$ (756,087)	\$ 481	\$ 1,812
	2021	\$ 11,341	\$ 33,001	\$ (805,173)	\$ 42,982	\$ 125,069	\$ (713,105)	\$ 456	\$ 2,268
	2022	\$ 11,449	\$ 44,450	\$ (793,724)	\$ 43,596	\$ 168,665	\$ (669,509)	\$ 431	\$ 2,699
	2023	\$ 11,559	\$ 56,009	\$ (782,165)	\$ 44,221	\$ 212,886	\$ (625,288)	\$ 412	\$ 3,111
	2024	\$ 11,671	\$ 67,680	\$ (770,494)	\$ 44,855	\$ 257,740	\$ (580,434)	\$ 396	\$ 3,507
	2025	\$ 11,784	\$ 79,464	\$ (758,710)	\$ 45,499	\$ 303,240	\$ (534,934)	\$ 381	\$ 3,888
	2026	\$ 11,900	\$ 91,364	\$ (746,810)	\$ 46,154	\$ 349,394	\$ (488,780)	\$ 368	\$ 4,256
	2027	\$ 14,530	\$ 105,894	\$ (732,280)	\$ 46,819	\$ 396,213	\$ (441,961)	\$ 355	\$ 4,612
	2028	\$ 18,447	\$ 124,341	\$ (713,833)	\$ 47,495	\$ 443,708	\$ (394,466)	\$ 349	\$ 4,961
	2029	\$ 23,203	\$ 147,544	\$ (690,630)	\$ 48,182	\$ 491,890	\$ (346,284)	\$ 340	\$ 5,301
	2030	\$ 31,586	\$ 179,129	\$ (659,045)	\$ 48,880	\$ 540,769	\$ (297,405)	\$ 4,629	\$ 9,930
	2031	\$ 41,173	\$ 220,303	\$ (617,871)	\$ 49,588	\$ 590,358	\$ (247,816)	\$ 4,688	\$ 14,618
	2032	\$ 50,309	\$ 270,611	\$ (567,563)	\$ 50,309	\$ 640,666	\$ (197,508)	\$ 4,736	\$ 19,354
	2033	\$ 51,040	\$ 321,651	\$ (516,523)	\$ 51,040	\$ 691,707	\$ (146,467)	\$ 4,807	\$ 24,162
	2034	\$ 51,784	\$ 373,435	\$ (464,739)	\$ 51,784	\$ 743,490	\$ (94,684)	\$ 4,879	\$ 29,041
	2035	\$ 31,737	\$ 405,172	\$ (433,002)	\$ 31,737	\$ 775,227	\$ (62,947)	\$ 13,409	\$ 42,450
	2036	\$ 32,201	\$ 437,373	\$ (400,801)	\$ 32,201	\$ 807,428	\$ (30,746)	\$ 39,451	\$ 81,901
1	2037	\$ 32,671	\$ 470,044	\$ (368,130)	\$ 32,671	\$ 840,099	\$ 1,925	\$ 40,044	\$ 121,945
	2038	\$ 33,150	\$ 503,194	\$ (334,980)	\$ 33,150	\$ 873,249	\$ 35,075	\$ 40,647	\$ 162,592
	2039	\$ 33,636	\$ 536,830	\$ (301,344)	\$ 33,636	\$ 906,885	\$ 68,711	\$ 41,259	\$ 203,852
	2040	\$ 34,130	\$ 570,960	\$ (267,214)	\$ 34,130	\$ 941,015	\$ 102,841	\$ 41,882	\$ 245,733
	2041	\$ 34,632	\$ 605,592	\$ (232,582)	\$ 34,632	\$ 975,647	\$ 137,473	\$ 42,514	\$ 288,247
	2042	\$ 35,142	\$ 640,734	\$ (197,440)	\$ 35,142	\$ 1,010,789	\$ 172,615	\$ 43,156	\$ 331,403
	2043	\$ 35,660	\$ 676,394	\$ (161,780)	\$ 35,660	\$ 1,046,449	\$ 208,275	\$ 43,809	\$ 375,212
	2044	\$ 36,186	\$ 712,580	\$ (125,594)	\$ 36,186	\$ 1,082,635	\$ 244,461	\$ 44,472	\$ 419,684
	2045	\$ 36,721	\$ 749,301	\$ (88,873)	\$ 36,721	\$ 1,119,356	\$ 281,182	\$ 45,145	\$ 464,829
	2046	\$ 37,264	\$ 786,565	\$ (51,609)	\$ 37,264	\$ 1,156,620	\$ 318,446	\$ 45,830	\$ 510,659
	2047	\$ 37,816	\$ 824,381	\$ (13,793)	\$ 37,816	\$ 1,194,436	\$ 356,262	\$ 46,525	\$ 557,184
2	2048	\$ 38,377	\$ 862,758	\$ 24,584	\$ 38,377	\$ 1,232,813	\$ 394,639	\$ 47,232	\$ 604,415
	2049	\$ 38,947	\$ 901,705	\$ 63,531	\$ 38,947	\$ 1,271,760	\$ 433,586	\$ 47,949	\$ 652,365
	2050	\$ 39,526	\$ 941,231	\$ 103,057	\$ 39,526	\$ 1,311,286	\$ 473,112	\$ 48,679	\$ 701,043
	2051	\$ 40,114	\$ 981,345	\$ 143,171	\$ 40,114	\$ 1,351,400	\$ 513,226	\$ 49,420	\$ 750,463
	2052	\$ 40,711	\$ 1,022,056	\$ 183,882	\$ 40,711	\$ 1,392,111	\$ 553,937	\$ 50,172	\$ 800,635
	2053	\$ 41,319	\$ 1,063,375	\$ 225,201	\$ 41,319	\$ 1,433,430	\$ 595,256	\$ 50,937	\$ 851,573
	2054	\$ 41,935	\$ 1,105,310	\$ 267,136	\$ 41,935	\$ 1,475,365	\$ 637,191	\$ 51,714	\$ 903,287
	2055	\$ 42,562	\$ 1,147,872	\$ 309,698	\$ 42,562	\$ 1,517,928	\$ 679,754	\$ 52,504	\$ 955,791
	2056	\$ 43,199	\$ 1,191,071	\$ 352,897	\$ 43,199	\$ 1,561,126	\$ 722,952	\$ 53,306	\$ 1,009,097
	2057	\$ 43,846	\$ 1,234,917	\$ 396,743	\$ 43,846	\$ 1,604,972	\$ 766,798	\$ 54,121	\$ 1,063,218

Notes

- 1 "Break-even" Year for 14 Houses without NEZ Exemption
- 2 "Break-even" Year for 14 Houses with NEZ Exemption

Last revised: 12/9/2015

Prepared by:  
SMOOTH Development, LLC \* 734-301-1282 \* www.smoothdevelopment.com



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# Reports & Minutes

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April 18, 2016

## CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, April 11, 2016, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

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

Absent: Councilperson Schultz

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

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### PRESENTATIONS

- Dedication of the Wyandotte Cable Studio to Jack and Caroline Sutherby
- 3<sup>rd</sup> Annual Roll Along the River event presented by Joe Gruber, DDA Director, and Jeremy Hansen, Rivers Edge Gallery. This event will take place on Sunday, May 1<sup>st</sup>, 2016 and start at 81 Chestnut St., Wyandotte, at 2:00PM.

### UNFINISHED BUSINESS

None

### COMMUNICATIONS MISCELLANEOUS

AGENDA ITEM #1 (2016-153)

Communication from Gilbert Rose, Chelsea Group LLC, requesting permission to install a digital sign on the rear wall of Chelsea's Men's Store in the Central Business District.

- Gilbert Rose, 2894 Van Alstyne St., spoke regarding his request.

### PERSONS IN THE AUDIENCE

Corki Benson, 404 Vinewood, regarding enforcement of ordinances, insurance holdings and taxing of empty church buildings, outdoor café concerns, business ethics, and statement regarding defamatory comments made at previous council meetings.

Tom Pillar, 2397 23<sup>rd</sup> St., requesting that Wyandotte re-instate the DTE refrigerator rebates program. Mayor to answer.

### NEW BUSINESS (ELECTED OFFICIALS)

Mayor Peterson: The Grand Opening of the Dog Park will be on Wednesday, May 4<sup>th</sup>. The time is still TBD. Rules are to be announced at a later date.

Assessor Woodruff: Downtown sidewalks are included in sidewalk inspections.

### COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

AGENDA ITEM #2 (2016-154)

Communication from Mayor, Joseph R. Peterson, regarding the appointment of the Assessor to the Land Sale Committee.

AGENDA ITEM #3a (2016-155)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the Wyandotte Street Art Fair Beverage Ticket Contract with the Wyandotte Jaycees.

**AGENDA ITEM #3b (2016-156)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the Wyandotte Street Art Fair Clean-Up Contract with the Wyandotte Music Boosters.

**AGENDA ITEM #3c (2016-157)**

Communication from Special Events Coordinator, Heather A. Thiede, regarding the Special Event Application from Our Lady of Scapular Church for the annual procession honoring Mary the Blessed Mother of God on Sunday, May 2, 2016.

**AGENDA ITEM 3d (2016-158)**

Communication from Special Events Coordinator, Heather A. Thiede, regarding the Special Event Application from the National Multiple Sclerosis Michigan Chapter for the Walk MS: Wyandotte event on Saturday May 21, 2016.

**AGENDA ITEM #3e (2016-159)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval for street closure in conjunction with the Independence Day Parade on July 4, 2016.

**AGENDA ITEM #3f (2016-160)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval for street closures/use of city property in conjunction with the Tree Lighting on November 18, 2016, and the City of Wyandotte Christmas Parade on November 19, 2016.

**AGENDA ITEM #4 (2016-161)**

Communication from DDA Director, Joseph Keller Gruber, requesting approval of the WBA/DDA contract and service agreement.

**AGENDA ITEM #5 (2016-162)**

Communication from DDA Director, Joseph Keller Gruber, requesting guidance, approval, and support of the Patronicity Placemaking Campaign.

**AGENDA ITEM #6 (2016-163)**

Communication from City Engineer, Mark A. Kowalewski, requesting approval to acquire the property at 122 Clinton St. from Wayne County.

**AGENDA ITEM #7 (2016-164)**

Communication from the Department of Engineering and Building regarding the rezoning application received in regards to the properties at 21, 21 1/2, and 23 Walnut St.

**AGENDA ITEM #8 (2016-165)**

Communication from City Engineer, Mark A. Kowalewski, regarding Special Assessment District #941.

**REPORTS & MINUTES**

City Council	April 11, 2016
Daily Cash Receipts	April 13, 2016
Fire Commission	March 22, 2016
Police Commission	March 22, 2016

**CITIZENS PARTICIPATION**

Chris Calvin, 466 Sycamore, complimenting the dedication of the cable studio.

**RECESS****RECONVENE**

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

Absent: Councilperson Schultz

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

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**FINAL READING OF AN ORDINANCE**

**AN ORDINANCE SETTING THE SALARY FOR THE  
DEPARTMENT OF LEGAL AFFAIRS  
FINAL READING #1426**

**THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Salary for Department of Legal Affairs

The salary for the law firm of Look, Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte shall be at a yearly salary of Seventy-Eight Thousand and 00/100 (\$78,000.00) Dollars to cover the period from April 18, 2016 to April 15, 2018. In addition, the law firm shall be reimbursed for miscellaneous costs and expenses incurred when acting as legal counsel for the City of Wyandotte.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle, Wyandotte, Michigan.

Motion unanimously carried.

**CERTIFICATE**

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 18<sup>th</sup> day of April, 2016.

**JOSEPH R. PETERSON**, Mayor

**LAWRENCE S. STEC**, City Clerk

**RESOLUTIONS**

**2016-152 MINUTES**

By Councilperson Galeski, supported by Councilperson VanBoxell

RESOLVED that the minutes of the meeting held under the date of April 11, 2016, be approved as recorded, without objection.

Motion unanimously carried.

**2016-153 DIGITAL SIGN REQUEST – CHELSEA GROUP LLC**

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.

#### **2016-154 ASSESSOR APPOINTMENT TO LAND SALE COMMITTEE**

By Councilperson Galeski, supported by Councilperson VanBoxell  
BE IT RESOLVED that Council hereby appoints the City Assessor, Thomas Woodruff, to serve on the Land Sale Committee.  
Motion unanimously carried.

#### **2016-155 2016 WSAF BEVERAGE TICKET SALES**

By Councilperson Galeski, supported by Councilperson VanBoxell  
BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the agreement between the City of Wyandotte and the St. Pius Catholic School Athletic Club to operate as beer ticket sellers in the River Front and Entertainment area during the Wyandotte Street Art Fair, July 13<sup>th</sup> – 16<sup>th</sup>, 2016.  
Motion unanimously carried.

#### **2016-156 2016 WSAF CLEAN-UP CREW**

By Councilperson Galeski, supported by Councilperson VanBoxell  
BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve of the agreement between the City of Wyandotte and the Wyandotte Music Boosters to provide a clean-up crew both during and after the 2016 Wyandotte Street Art Fair, taking place on July 13<sup>th</sup> – 16<sup>th</sup>, 2016.  
BE IT FURTHER RESOLVED that the Wyandotte Music Boosters will complete a hold harmless agreement, as prepared by the Department of Legal Affairs.  
Motion unanimously carried.

#### **2016-157 OUR LADY OF THE SCAPULAR BLESSED MARY PROCESSION**

By Councilperson Galeski, supported by Councilperson VanBoxell  
WHEREAS the Our Lady of the Scapular Parish has submitted an event application to the Special Events office requesting permission to hold a procession to honor Mary the Blessed Mother of God and patroness of their parish.  
WHEREAS the procession is to be held on May 2, 2016, and will begin at 7:00PM with the route to start in front of the elementary school building on 10<sup>th</sup> Street, proceed to Superior Boulevard (Pope John Paul II Ave), to 12<sup>th</sup> Street, around the median, back to 10<sup>th</sup> street, and into the front door of the church.  
BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief, and Recreation Superintendent to approve the use of city parks and property for use by Our Lady of the Scapular Parish for said event.  
BE IT FURTHER RESOLVED that the organization is required to sign a hold harmless agreement as prepared by the Department of Legal Affairs.  
Motion unanimously carried.

#### **2016-158 2016 WALK MS WYANDOTTE**

By Councilperson Galeski, supported by Councilperson VanBoxell  
WHEREAS the Michigan Chapter of the National Multiple Sclerosis Society has submitted an event application to the Special Events office requesting permission to hold the 2016 Walk MS: Wyandotte on Saturday, May 21, 2016, with registration starting at 9:00AM, start time at 10:00AM, and completion by approximately 12:00PM.

WHEREAS the proposed walk route will start and finish at the Yack Arena and utilize various city sidewalks between Eureka and Ford Avenue, and Third St. and the boardwalk of Bishop Park.

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief, and Recreation Superintendent to approve the use of city sidewalks, the use of the Yack Arena, and parking lots for the Walk MS event on May 21<sup>st</sup>, 2016; AND

BE IT FURTHER RESOLVED that the organization is required to sign a hold harmless agreement as prepared by the Department of Legal Affairs, as well as add the City of Wyandotte as an additional insured.

Motion unanimously carried.

### **2016-159 INDEPENDENCE DAY PARADE**

By Councilperson Galeski, supported by Councilperson VanBoxell

BE IT RESOLVED by the Council to approve the request of the Special Event Coordinator to approve of the closure of Biddle Avenue from Ford Street to Plum St. from 8:00AM-12:00PM for the City of Wyandotte Independence Day Parade scheduled for Monday, July 4<sup>th</sup>, 2016; AND

BE IT FURTHER RESOLVED that the Chief of Police is hereby directed to apply to the Wayne County Office of Public Service for a road closing permit and is designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the Fire Chief is also hereby notified for the purposes of re-routing emergency vehicles on the day of the event; AND

BE IT FURTHER RESOLVED that the Department of Public Service is directed to place barriers and take appropriate action to comply with the above request.

Motion unanimously carried.

### **2016-160 CHRISTMAS PARADE AND TREE LIGHTING**

By Councilperson Galeski, supported by Councilperson VanBoxell

BE IT RESOLVED by the Council to approve the request of the Special Event Coordinator to grant permission for the use of the grassy area near City Hall for the Tree Lighting festivities/ceremony and approve of the closure of the following streets in conjunction with the 2016 Christmas Parade and Tree Lighting:

Sycamore Street from Biddle Ave. to Coastal Thai---November 18<sup>th</sup>, 2016 - Time TBD

Biddle Avenue from Ford Street to Plum St. ----- November 19<sup>th</sup>, 2016 - 8:00AM-12:00PM

BE IT FURTHER RESOLVED that the Chief of Police is hereby directed to apply to the Wayne County Office of Public Service for a road closing permit in conjunction with the Christmas parade on November 19<sup>th</sup>, 2016, and is designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte; AND

BE IT FURTHER RESOLVED that the Fire Chief is also hereby notified for the purposes of re-routing emergency vehicles on November 19<sup>th</sup>, 2016.

BE IT FURTHER RESOLVED that the Department of Public Service is directed to place barriers and take appropriate action to comply with the above requests.

Motion unanimously carried.

### **2016-161 WBA/DDA CONTRACT AND SERVICE AGREEMENT**

By Councilperson Galeski, supported by Councilperson VanBoxell

BE IT RESOLVED that Council approves the request of the DDA Director to approve and sign the Contract and Service Agreement between the DDA and the WBA for hosting and promoting City of Wyandotte 3<sup>rd</sup> Friday events.

BE IT FURTHER RESOLVED that Mayor and City Clerk are authorized to sign said agreement.

Motion unanimously carried.

**2016-162 PATRONICITY PLACEMAKING CAMPAIGN**

By Councilperson Galeski, supported by Councilperson VanBoxell

BE IT RESOLVED that the communication relative to the Patronicity Placemaking Campaign is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Mayor and Council hereby approve the Patronicity Placemaking Campaign and encourage residents, businesses, and organizations to contribute to its realization.

Motion unanimously carried.

**2016-163 TAX FORECLOSURE PURCHASE – 122 CLINTON**

By Councilperson Galeski, supported by Councilperson VanBoxell

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at Tax ID 57-001-06-0072-000 (122 Clinton) in a total amount of \$0.00 offered to the City of Wyandotte from Wayne County Tax Foreclosure from account no. 492-200-850-519; AND

BE IT RESOLVED that Council directs the Department of Legal Affairs to clear title on all properties that are received by Wayne County; AND

BE IT RESOLVED that the Mayor and Clerk are hereby authorized to sign said documents, subject to the approval of the Department of Legal Affairs.

Motion unanimously carried.

**2016-164 REZONING APPLICATION – 21, 21 ½, 23 WALNUT**

By Councilperson Galeski, supported by Councilperson VanBoxell

BE IT RESOLVED that the Rezoning Application received by the Engineering Department regarding 21, 21½, and 23 Walnut is hereby referred to the Planning Commission for the required public hearing.

Motion unanimously carried.

**2016-165 SAD #941**

By Councilperson Galeski, supported by Councilperson VanBoxell

BE IT RESOLVED by Council that the sidewalk repair costs for Special Assessment District #941, as reported by the City Engineer, are hereby referred to the City Clerk to schedule a Special Assessment Hearing.

Motion unanimously carried.

**2016-166 BILLS & ACCOUNTS**

By Councilperson Galeski, supported by Councilperson VanBoxell

RESOLVED that the total bills and accounts of \$591,785.20 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

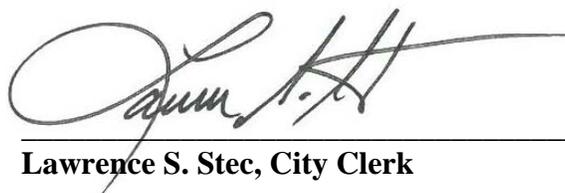
Motion unanimously carried.

**2016-167 ADJOURNMENT**

By Councilperson Galeski, supported by Councilperson VanBoxell

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 9:45 p.m.

Motion unanimously carried.



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Lawrence S. Stec, City Clerk

User: ktrudell

Post Date from 04/21/2016 - 04/21/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Distribution	Amount
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O DC	401117	04/21/2016	ktrudell 101-000-001-000	F2	CITY OF RIVERVIEW 101-000-068-016	DR CONSOLIDATED ASSESSING 15,696.15 CITY CHECK 074282
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DOWNRIVER CONSOLIDATED ASSESSING  
2015-2016  
REC# 898988

O XT	401118	04/21/2016	ktrudell 101-000-001-000	F2	MIDWESTERN AUDIT 101-000-041-021	A/R MW AUDIT-RESCUE 6.66 CITY CHECK 19510
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MARCH 2016 RESCUE COLLECTIONS  
REC# 898989

O 7R	401119	04/21/2016	ktrudell 732-000-001-000	F2	MUNICIPAL SERVICE 732-000-670-010	RETIREMENT FUND REIMBURSE 1,096.20 CITY CHECK 089161
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MEDICARE PART B QUARTERLY RETIREE  
HEALTH INS REIMB  
REC# 898990

O EP	401121	04/21/2016	ktrudell 731-000-001-000	F2	CITY OF WYANDOTTE 731-000-392-040	Res. Police & Fire Employe 680.70 CITY CHECK 122507
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POLICE DEFINED BENEFIT PENSION  
CONTRIBUTION  
REC# 898991

Total of 4 Receipts

17,479.71

User: ktrudell

Post Date from 04/21/2016 - 04/21/2016 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

## \*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-041-021 A/R MW AUDIT-RESCUE					6.66
101-000-068-016 DR CONSOLIDATED ASSESSING					15,696.15
731-000-392-040 Res. Police & Fire Employee Contrib					680.70
732-000-670-010 RETIREMENT FUND REIMBURSE					1,096.20
TOTAL - ALL CREDIT ACCOUNT					17,479.71

## \*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash					15,702.81
731-000-001-000 Cash					680.70
732-000-001-000 Cash					1,096.20
TOTAL - ALL DEBIT ACCOUNTS					17,479.71

## \*\*\* TOTAL BY FUND \*\*\*

101 General Fund					15,702.81
731 Retirement System Fund					680.70
732 Retiree Health Care Fund					1,096.20
TOTAL - ALL FUNDS:					17,479.71

## \*\*\* TOTAL BY BANK \*\*\*

	Tender Code/Desc.	Amount
GEN GENERAL OPERATING FUND	(CCK) CITY CHECK	15,702.81
TOTAL:		15,702.81
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	(CCK) CITY CHECK	1,776.90
TOTAL:		1,776.90
TOTAL - ALL BANKS:		17,479.71

## \*\*\* TOTAL OF ITEMS TENDERED \*\*\*

<u>Tender Code/Desc.</u>		
	(CCK) CITY CHECK	17,479.71
TOTAL:		17,479.71

## \*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) 7R: RETIREMENT FUND REIMBURSE		1,096.20
(1) DC: DR CONSOLIDATED ASSESSING		15,696.15
(1) EP: PD EMPLOYEE PENSION CONTR		680.70
(1) XT: A/R MW AUDIT-RESCUE		6.66
TOTAL - ALL RECEIPT ITEMS:		17,479.71

CITY OF WYANDOTTE  
BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED  
MARCH 9, 2016

Members Present: John Darin, Chairman, Kenneth Bearden, Michael Bozymowski, Andrea Fuller, Noel Galeski, Linda Orta, Bill Summerell, Alice Ugljesa

Members Excused: Lisa Lesage, Stephanie Pizzo

Guest(s): None

1. Call to Order: The meeting was called to order by John at 6:00 pm.
2. Reading and Approval of Previous Minutes:
  - a. February 10, 2016 Regular Meeting: After review of the minutes, Linda made a motion, seconded by Ken, to approve the draft minutes of the February 10, 2016 regular meeting of the Beautification Commission without change. The motion was approved.
3. Approval of Agenda:
  - a. Approval of Meeting Agenda: Motion was made by Alice, seconded by Noel, to approve this meeting's agenda without change. The motion was approved.
4. Chairperson's Report:
  - a. Documents: An updated 2016 Attendance Report was distributed.
  - b. Beautification Council of Southeastern Michigan Update: John reported that the BCSEM Spring Quarterly Meeting will be held at Blumz in Ferndale on Thursday, March 17<sup>th</sup>. The Beautification Commission is a municipal member of this non-profit organization. The meeting invitation was distributed, and all commissioners were encouraged to attend.
  - c. Friends of the Detroit River Updates: John reported that the Friends of the Detroit River is hosting their annual fund-raising Riverkeeper Dinner on Saturday, April 9<sup>th</sup> at 6:00 pm at the Wyandotte Boat Club. In addition, FDR is hosting their annual Detroit River Clean-Up at Trenton Rotary Park on Saturday, April 23<sup>rd</sup>. The Beautification Commission is a municipal member of this non-profit organization. The event notices were distributed, and all commissioners were encouraged to attend.
5. Treasurer's Report (Deferred to later in the meeting):
  - a. FY 2015-2016 YTD Expense Report: Mike reported new approved expenses in the current FY 2015-2016 budget, namely 2016 municipal membership dues renewal for BCSEM in the amount of \$20.00, leaving a current balance of \$3,430.63.
  - b. Revision of Approved FY 2015-2016 Budget Plan:
    - During the City-Wide Spring Clean-Up agenda item, Andrea discussed the opportunity to produce tee shirts as a prize for volunteers engaged in the clean-up campaign. It was estimated by Andrea that the cost of the 3 tee shirts, silkscreened with the Commission's event logo, would be approximately \$50 total by EmbroidMe in downtown Wyandotte. After discussion, John made a motion, seconded by Bill, to transfer \$50 from Fall Dig-In budget, leaving a budget balance of \$450.00, to the Spring Clean-Up budget, leaving a new budget balance of \$100.00, and to approve the production of 3 tee shirts. The motion was approved.
    - During the Winter & Spring Hanging Baskets agenda item, Alice reported that the actual as-invoiced cost of the Spring Hanging Baskets is \$631.00. Alice made a motion, seconded by John to transfer \$31 from the Planters and Equipment budget, leaving a budget balance of \$219.00, to the Spring Hanging Baskets budget, leaving a new budget balance of \$631.00, and to approve the revised hanging basket expense. The motion was approved.
6. Communications and Event Marketing Report:
  - a. Hotline: Andrea reported that she has received a few calls on the Commission's hotline, most of them wrong numbers or mis-directed calls. She is following-up on and forwarding relevant calls as necessary. One contact was forwarded to John for follow-up. The caller was interested in joining the Beautification Commission, but was currently not a resident of Wyandotte. John advised this person to contact us again once he relocates to Wyandotte.

- b. Facebook Page: Andrea also reported that she has posted Beautification Commission commissioner opportunities on the Commission's Facebook page, including an overview of commissioner roles and responsibilities.
7. "Adopt-A-Spot in Wyandotte" Program Update:
  - a. Proposed Additions of BASF Park and Bishop Park Sites: John reported that he will be contacting Gary Ellison at DPS to discuss opening up a number of sites in Bishop Park and BASF Park as Adopt-A-Spot sites.
  - b. Eureka Avenue Railroad Viaduct Plantings: Noel reported that Wyandotte Roosevelt HS is withdrawing from the planting and maintenance of the flower beds at the railroad viaducts along Eureka Avenue. The Beautification Commission offers to assist the city in their efforts to identify appropriate replacement gardeners, possibly through the Commission's Adopt-A-Spot in Wyandotte Program.
8. Community Garden Update: Ken reviewed his garden plot layout drawing for the Commission. It was very nicely done, and expanded the community garden to 34 available plots, by re-arranging plots and eliminating the large perennial bed near the entrance. He reported that applications continue to be received. The community garden space has been cleared and leveled, and some new bed frames are in place. There was further discussion on whether or not to apply Round-Up to the community garden site, including the staging and parking areas along the alley. Consensus of the Commission was that a one-time early application of Round-Up would be useful. The product would be applied to the grounds by a professional landscape herbicide applicator well in advance of topsoil delivery and garden opening. John will contact our vendor to obtain a quote for the one-time Round-Up application, and to identify the areas to be affected.
9. City-Wide Clean-Up: The Commission will utilize the Talking Points that Noel created for the 2015 Spring Clean-Up, and we will discuss and review at the next Commission meeting. Andrea reported that she has created a new Clean-Up flyer for 2016 and reviewed it for the commissioners. Andrea also proposed that the Commission authorize the production of 3 commemorative tee shirts to be awarded to volunteer contest winners at the Clean-Up event. This proposal was approved. Refer to Treasurer's Report, Item 5.b. for discussion and documentation.
10. Spring Dig-In: Noel discussed planting of tree boxes. After discussion, it was the consensus of the Commission that we plant Supertunias in the tree boxes, Cleome and Supertunias for the planter boxes by old city hall, and hydrangeas in the arbor. January Wagner will be assisting the Commission in re-planting the Vietnam Veteran's Memorial annuals as her Adopt-A-Spot. It was also mentioned to Linda that the Commission will need separate quotes for plant materials for the Dig-In, Purple Heart Memorial Garden, and Vietnam Veteran's Memorial Garden since the funding source is separate and distinct. John will contact Dave Polczynski of the Vietnam Veterans Committee to obtain prior authorization for the expenditures. Noel mentioned that she will be out-of-town on vacation the two weeks prior (5/5-16/16) to the Spring Dig-In. Advance planning at our April meeting will be very important.
11. Volunteers Update: John reported that Lisa Lesage has tendered her resignation from the Commission and as Volunteer Coordinator due to personal reasons, effective April, 2016. Lisa was thanked for her valuable service to the Commission and was wished well in her future endeavors. After discussion, Andrea volunteered to temporarily assume the responsibilities of Volunteer Recruitment until a suitable replacement can be found. Bill volunteered to assume the responsibility of managing the Volunteer Registration Table at all Commission events, including maintaining the inventory of Commission hand tools and supplies. Andrea and Bill were both thanked for stepping up to this urgent need.
12. Downtown Plantings and Hanging Baskets Update: Alice reported that DPS will be removing the winter baskets, and will be re-installing the free-standing hanging baskets and poles at the City Hall plaza. In addition, Alice reported that the actual as-invoiced cost of the Spring Hanging Baskets is \$631.00. In an effort to meet this slightly increased expense, Alice made a motion, seconded by John, to approve this expense, and re-allocate \$31 from the Planters and Equipment budget. Motion was approved. Refer to Treasurer's Report, Item 5.b. for discussion and documentation.

13. Old Business: There was no Old Business.
14. New Business: It was noted by Mike that the Beautification Commission's activities and events are not listed in Wyandotte print publications or e-newsletter. Andrea will communicate our events to Joe Gruber, DDA Director, and Heather Theide, Special Events Coordinator, to request that our events continue to be publicized in Wyandotte in both print and electronic media. In addition, John will coordinate with Andrea to review the Beautification Commission's web site for possible update and revision.
15. Round-Table Reports and Announcements:
  - a. Resignation of Ken Bearden: Ken announced that he will be resigning his appointment to the Beautification Commission due to personal reasons when his current term expires at the end of April. The Commission was disappointed with his decision, recognizing that he is an asset to the Commission, and thanked Ken for his hard work on the Community Garden, and for his many valuable contributions to the Commission and its activities.
  - b. Condolences to Sheri Fricke: Andrea will send a sympathy note to Sheri Fricke on behalf of the Beautification Commission regarding the tragic loss of her husband. She is in our hearts and prayers.
16. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, April 13, 2016 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
17. Adjournment: The meeting was adjourned at 7:57 pm.



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John M. Darin  
Chairman,  
Wyandotte Beautification Commission

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION  
MINUTES OF THE MARCH 10, 2016 MEETING  
MARX HOME**

**PRESENT:** Nancy Bozzo  
Eula Grooms  
Wallace Hayden  
Ken Munson

Sue Pilon  
Anne Ronco  
Jesse Rose

**EXCUSED:** Marshall Wymore

**STAFF:** Interim Director Sarah Jordan  
Allison Savoy

**GUESTS:** George Purdu  
Richard Snyder

President Wallace Hayden called the meeting to order at 6:15pm.

**MOTION:** by Eula Grooms, supported by Ken Munson, to approve the minutes of the February meeting. **Motion carried, 7-0**

**President's Report:**

1. The search for a new Director of Museums continues. So far 29 people have applied for the position, and at least 11 of them will be interviewed. Of those 11, six have been interviewed.
2. Ken Navarre will be named to this Commission, pending approval at the next Council meeting.

**Guest George Purdu, president of the Wyandotte Historical Society,** submitted a proposal that their gift shop be moved to the red room at the MacNichol and that the WHS office be moved from the Burns Home to the present gift shop site.

A discussion followed, as to the benefits of this move. The gift shop could be opened more often during tour hours if it is adequately staffed. National Honor Society students could possibly help out. This would also free up an office at the Burns for a possible site for the DDA office.

**MOTION:** by Ken Munson, supported by Sue Pilon, to approve the moving of the WHS gift shop to the red bedroom at the MacNichol, subject to the approval of the WHS Board. **Motion carried, 7-0**

The Commissioners were given a handout showing the room in our buildings where the Historical Society currently uses space. It was mentioned that there was an agreement for the Society to donate \$1000 per year to the Museum.

**MOTION:** by Ken Munson, supported by Sue Pilon, to approve the moving of the WHS office from the Burns Home to the present gift shop at the MacNichol. **Motion carried, 7-0**

**Director's Report:**

1. **MOTION:** by Jesse Rose, supported by Sue Pilon, to approve the Finance Report. **Motion carried, 7-0**

## 2. **HES Update:**

The 2016 Cemetery Walk will use buses for transportation due to the loss of the trolley. This may mean an increase in ticket prices. Due to crowdedness, some changes will have to be made at the Marx Home refreshment venue. There will be an appraisal clinic in November.

## 3. **PastPerfect Update:**

PastPerfect is now on two of our computers. All new accessions will go on PastPerfect.

## **Friends of the Museum:**

The next meeting is tentatively scheduled for March 24.

## **Wyandotte Historical Society:**

Guest Richard Snyder announced that the Society would like to hold a reception for World War II veterans sometime in May. He asked about whether the Marx would be handicap accessible and also expressed concern about the state of the back porch there. A discussion followed in which the possibility of applying to the DDA for a grant to get a working elevator there, as well as checking as to the state of bidding on replacing the back porch.

## **Committee Projects Report:**

1. The Inventory Committee will be meeting soon.
2. The Preservation Committee hopes to meet within the next month.

3. The Salvage Committee: There have been break-ins at the offsite storage building housing museum salvage items. Eula Grooms spoke to Justin Lanagan. Cameras were finally installed on the recreation side and were up and running by January 29, 2016. Because the system only stores information for seven days, Eula does not always have time to review the video before the information is dumped. Justin is checking to see if that time could be extended to 2 weeks.

It is our understanding that the Museums Salvage program is the only group granted permission to salvage by way of Council resolution. To coordinate and prevent confusion, any group wanting items/access to city owned property, for the purpose of salvage, should first contact the museums salvage program. This program began in order to supply hard to find items needed for the museum campus. Having first access is essential to maintain the program's effectiveness. Eula would like the salvage committee to assist in writing policy/procedures for this process. Once approved by the Commission, it would then be sent to council for their approval.

## **Old Business:**

1. **MOTION:** by Anne Ronco, supported by Eula Grooms to approve the Annual Report. **Motion carried, 7-0**
2. Ken Munson stated that Cultural Historical Commissioners were not included in any narrative of the Building Access Policy authorizing them to request keys and to have access to the museum buildings. It was agreed by the Commission and the interim Museum Director at the meeting that Commissioners would be authorized to have keys and to enter the buildings as required.
3. **MOTION:** by Anne Ronco, supported by Eula Grooms to approve the Building Access Policy. **Motion carried, 7-0**

4. **MOTION:** by Sue Pilon supported by Jesse Rose, to change from the current set price for admission to the museum to accepting donations, effective immediately. **Motion carried, 7-0**
5. Acting Director Sarah Jordan reported on the telephones and Wi-Fi at the Museum.

**MOTION:** by Ken Munson, supported by Sue Pilon to adjourn at 8:20pm. **Motion carried, 7-0**

Respectfully submitted,



Anne Ronco

## MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY – AS OF MARCH 9, 2016

Admissions/Donations	\$ 25 – Cash \$ – Checks \$ 25 – Total	Reserve
Salvage	\$ – Cash \$ 130 – Check \$ 130 – Total	Reserve

*Total of all deposits \$ 155.00*

## EXPENSES

<b>HEAT/ GAS</b>		
Ford-MacNichol	\$ 527.59	Gas
Marx	\$ 257.22	Gas
Log Cabin	\$ 2.94	Gas
Burns	\$ 190.60	Gas
	<i>Subtotal</i>	<i>\$ 978.35</i>
<b>WATER</b>		
Ford-MacNichol	\$ 11.80	Water
Marx	\$ 11.80	Water
Log Cabin	\$ n/a	Water
Burns	\$ 16.19	Water
	<i>Subtotal</i>	<i>\$ 39.79</i>
<b>ELECTRIC</b>		
Ford-MacNichol	\$ 201.99	Electric
Marx – <i>Includes security lighting</i>	\$ 145.48	Electric
Burns	\$ 46.50	Electric
	<i>Subtotal</i>	<i>\$ 393.97</i>
<b>PHONE/INTERNET</b>		
Ford-MacNichol	\$ n/a	Phone
Marx	\$ n/a	Phone
Burns – <i>Includes franchise fee</i>	\$ 69.12	Phone
	<i>Subtotal</i>	<i>\$ 69.12</i>

*Subtotal All Utilities: \$ 1,481.23*

<b>MISCELLANEOUS</b>		
Allegra Marketing – <i>HES Annual Report</i>	\$ 174.60	Printing
Allegra Marketing – <i>Mom2Mom reminder postcards</i>	\$ 86.66	Printing
Staples – <i>Tape dispenser, file folders, toner</i>	\$ 292.34	Office Supplies/Printing
Highlight Print Solutions – <i>Business cards for Sarah Jordan</i>	\$ 148.79	Printing
Gas reimbursement – <i>Live in the D in-studio interview, January 2016</i>	\$ 14.69	Automobile
Past Perfect Software – <i>Network Upgrade</i>	\$ 426.00	Reserve

Staples - <i>Filing cabinet and magazine racks (for archives), markers</i>	\$ 251.23	Office Supplies
Allegra Marketing - <i>HES Yearlong Poster</i>	\$ 92.50	HES Expense
Gerry Haynes - <i>Record keeping supplies for Stars</i>	\$ 11.13	Vintage Base Ball
Gerry Haynes - <i>Vintage Base Ball Scorebook</i>	\$ 15.00	Vintage Base Ball
iStock - <i>Graphics for Art Show Poster</i>	\$ 11.00	HES Expense
Allegra Marketing - <i>Mom2Mom flyers (3,000 count)</i>	\$ 165.00	HES Expense
Allegra Marketing - <i>Art Show posters (50 count)</i>	\$ 42.50	HES Expense
Staples - <i>Cleaning supplies, envelopes, office stamp</i>	\$ 49.42	Buildings Maintenance/ Office Supplies

*Subtotal All Miscellaneous: \$ 1,780.86*

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**CURRENT BUDGET BALANCES - AS OF MARCH 9, 2016**

SUPPLY LINE	BALANCE YEAR TO DATE	2016 BUDGET
Automobile	\$ 145.31	\$ 160.00
Building Maintenance & Supplies	\$ 6,406.93	\$ 8,279.00
Computer Services DMS	\$ 150.00	\$ 150.00
Education	\$ 240.00	\$ 240.00
Electric	\$ 5,007.15	\$ 6,700.00
Gas	\$ 8,124.03	\$ 10,200.00
HES Expense	\$ 5,422.35	\$ 7,000.00
Office Supplies	\$ 763.50	\$ 1,050.00
Phone	\$ 1,925.01	\$ 2,200.00
Postage	\$ 60.75	\$ 80.00
Printing	\$ 183.78	\$ 800.00
Water	\$ 1,132.70	\$ 1,675.00
HES Revenue	\$ 25.00	\$ 7,000.00
Marx Home Rent	\$ 3,389.21	\$ 6,500.00
Reserve	\$ 106,628.36	N/A
Vintage Base Ball	\$ 4,927.13	N/A

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
April 12, 2016

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### ROLL CALL

Present: Chief Daniel Grant  
Commissioner John Harris  
Commissioner Doug Melzer  
Commissioner Dr. Michael Izzo

Absent: None

Others Present: None

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:25 p.m.

The Minutes from the regular Police Commission meeting on March 22, 2016, were presented.

Melzer moved, Izzo seconded,  
CARRIED, to approve the regular minutes of March 22, 2016, as presented.

### UNFINISHED BUSINESS

NONE

### COMMUNICATIONS

NONE

### DEPARTMENTAL

#### 1. Police Statistics – March 2016, Year to Date

Again, there's nothing out of the ordinary concerning the statistics.

Chief Grant had gone onto the State of Michigan website to retrieve their statistics for comparison purposes, but they were still not available. He will continue to monitor the site and present the statistics to the Commissioners as soon as possible.

Chief Grant also mentioned that car thefts are down.

Melzer moved, Izzo seconded,  
CARRIED, to approve the March 2016 and Year to Date police statistics and place on file.

#### 2. ACO Hires

ACO Gillenwater has essentially been the only ACO working at the DCAC for quite some time.

Four people applied for the ACO position, and the Chief's recommendations are to hire Diane DesRosiers as a part-time Pound Attendant, and Howard Storey as the full-time ACO. Diane has been a long-time volunteer with the DCAC, and Howard is already certified as an Animal Control Officer.

Although there was some discussion within the City of Wyandotte about leaving the DCAC consolidation, City Hall decided to stay with the program for now. However, since Lincoln Park was responsible for almost half of the animals brought into the DCAC and were not carrying their share of the DCAC load, they will cease to be part of the DCAC as of the end of September 2016.

Melzer moved, Izzo seconded,  
CARRIED, to approve hiring Diane DesRosiers as a part-time Pound Attendant and Howard Storey as a full-time Animal Control Officer.

**3. Bills and Accounts – April 12, 2016, \$33,755.53**

Melzer moved, Izzo seconded,  
A Roll Call was held and the Motion  
CARRIED, to unanimously approve payment of the bills for April 12, 2016, \$33,755.53

**NEW BUSINESS**

**1. Citizen Survey Response**

Sgt. Hamilton handled the incident report for this particular response. The woman who made the report was very happy with the way she was treated.

Melzer moved, Izzo seconded,  
CARRIED, to accept the Citizen Survey Response and place on file.

**2. Special Ops Unit**

Chief Grant shared some details and statistics regarding the Special Ops Unit so the Commissioners would have a better understanding of what the officers in that unit are doing and accomplishing.

**3. IACP Leadership Class**

Commissioner Harris had inquired if our Department would be able to host this type of leadership class. Chief Grant did some preliminary research but will follow up in greater detail. Initially, it does not appear our Training Room would be large enough to handle the configuration requirements and the 48 individuals expected to take the training.

Also, oftentimes, the host of these types of classes are the ones required to recruit the 48 attendees. If they do not sign up 48, they would have to bear the cost of any vacant seats.

Currently, this class is not certified to use MCOLES 302 funding to pay for the registration fees. This may deter agencies from participating.

Also, MCOLES 302 Funding is expected to be terminated in October of 2016.

#### 4. City Parking Lot #2

Commissioner Melzer is concerned about the parking issues in and around City Parking Lot #2. With all the business activity and construction taking place in that particular area, people are starting to park in prohibited areas. They are parking on the grass, and in some cases, blocking the alley.

Chief Grant said he would check into this and determine what can be done.

*Members of the Audience*

#### **ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 7:06 p.m.

Melzer moved, Harris seconded,  
CARRIED, to adjourn meeting at 7:06 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department



**DRAFT**

**MINUTES AS RECORDED**

**MINUTES OF THE MEETING OF April 6, 2016  
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran at **6:30 p.m.**, in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

**MEMBERS PRESENT:** DiSanto  
Duran  
Flachsmann  
Gillon  
Olsen  
Nevin  
Szymczuk  
Trupiano

**MEMBERS ABSENT:** Wienclaw

**ALSO PRESENT:** Kelly Roberts, Secretary

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A motion was made by Member Szymczuk, supported by Member Trupiano to approve the minutes of the March 2, 2016, meeting as recorded.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Olsen, Szymczuk, Trupiano

No: none

Abstain: none

Absent: Wienclaw

Motion passed.

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**APPEAL #3215 - GRANTED**

Mike Flachsmann, 2440 – 17<sup>th</sup> Street, Wyandotte (owner & appellant)

or a variance **to obtain a mechanical permit for an air conditioner to located in the side yard at 2440 – 17<sup>th</sup> Street** (Lots 251, 252 and S 25' of Lot 253, West Park Sub. No. 1) in a RA zoning district, where the proposed conflicts with Section 2500.F.9 of the Wyandotte Zoning Ordinance.

**Section 2500.F.9:** Mechanical equipment installed outside of one or two family dwellings and their attached structures shall be located in the rear yard. Proposed air conditioner unit would be located in the side yard.

**Proposed location of air conditioning unit will not be detrimental to the development of adjacent buildings or uses, or impair the value of the ordinance as written.**

A motion was made by Member DiSanto supported by Member Olsen to grant this appeal.

Yes: DiSanto, Duran, Gillon, Nevin, Olsen, Szymczuk, Trupiano

No: none

Abstain: Flachsmann,

Absent: Wienclaw

Motion passed.

### **APPEAL #3216 – WITHDRAWN**

Carl Holloway (Iron Bandogs LE/MC), 22299 Derby Road, Woodhaven (appellant) and Fort Street Plaza, 1806 N. Telegraph Road, Dearborn (owner)

for a variance **to obtain a Certificate of Occupancy for a business office and once a month for charity events at 1217 Fort Street** (E 84' of Lots 152 to 156, Belmont Sub.) in a B-2 zoning district, where the proposed conflicts with Section 2403.R.3k of the Wyandotte Zoning Ordinance.

#### **Section 2403.R.3k:**

Dance halls, roller rinks, exhibition halls and assembly halls without fixed seats; one (1) parking space required for each seventy five (75) square feet of usable floor area. In those instances where patrons are served without seating, one (1) parking space for each twenty (20) square feet of standing room area in addition to the above requirements shall be provided.

Applicant is proposing to use building for a business office and once a month for charity events. The zoning ordinance would require a minimum of 20 parking spaces based on one (1) parking space per 75 square feet of usable floor area for these events.

The parking lot has 21 parking spaces with 8 spaces allocated to proposed new tenant at Unit 1231 for Pizza King. Therefore, 13 parking spaces remain for this proposed use (20 parking spaces) and the vacant unit (unknown parking spaces) at 1209 Fort Street.

NOTE: There are three (3) commercial units at this location:

1209 Fort Street:	1,980 sq.ft. vacant
1217 Fort Street:	1,980 sq.ft. 21 parking spaces required
1231 Fort Street:	1,980 sq.ft. 8 parking spaces required

**Appeal withdrawn by appellant.**

### **APPEAL #3217 - GRANTED**

Sheldon Smiley, 21676 Knudsen, Grosse Ile (owner & appellant)

for a variance **to obtain a building permit for a carport at 1728 Electric** (N 15' of Lot 141 also Lot 142, Ford Estates Sub.) in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

**Section 2100:**

Minimum side yard setback of 4' is required. Proposed carport only has a 1'-0" side yard setback. A combined side yard setback of 12'-0" is required. Proposed carport would have a 9'-0" total side yard.

**Carport sideyard setback will not be detrimental to the development of adjacent buildings or uses, or impair the value of the ordinance as written.**

A motion was made by Member Symczuk supported by Member Flachsmann to grant this appeal.

Yes: DiSanto, Duran, Flachsmann, Gillon, Nevin, Olsen, Szymczuk, Trupiano

No: none

Abstain: None

Absent: Wienclaw

Motion passed.

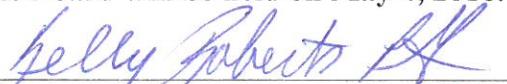
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**COMMUNICATIONS:**

A motion was made by Member Disanto, supported by Member Gillon to place all communications on file.  
Motion carried.

**OTHER BUSINESS:**

There being no further business to discuss, the meeting adjourned at 6:55 p.m. **The next scheduled meeting of the Board will be held on May 4, 2016.**

  
\_\_\_\_\_  
Kelly Roberts, Secretary

**Appeal #3215**

Chairperson Duran read the appeal and asked that it be explained.

Michael Flachsmann, owner and appellant present.

Mr. Flachsmann stated that he is going to be building an addition to the rear of the property and the air conditioning unit needs to be moved eight (8) feet from its current location into the side yard.

Chairperson Duran stated that the current unit was located in the side yard, but it has been removed.

Mr. Flachsmann stated that was correct.

Member Szymczuk stated that this is self-explanatory and he could see where the old unit was located and there is enough space between the neighbor's house and Mr. Flachsmann.

Chairperson Duran read the communication received from the adjacent property owner into the record.

Member Trupiano indicated that there is a lot of room between the properties and he has no issues with this request.

Two (2) communications were received.

### **APPEAL #3217**

Chairperson Duran read the appeal and asked that it be explained.

Sheldon Smiley, owner and appellant present

Mr. Smiley indicated that when he purchased the property the inspection report indicated that a permit was required for the existing carport. Mr. Smiley indicated that the carport has been there since 1978 and Mr. Smiley does not understand why it could not be approved.

Chairperson Duran asked Mr. Smiley if this property was going to be a rental.

Mr. Smiley indicated that he recently purchased the property and he is using the property as a rental.

Member Nevin asked Mr. Smiley if he has been in contact with the Engineering Department.

Mr. Smiley indicated that is how all this has come about, it was a violation on the inspection report. Mr. Smiley did indicate that if the inspection report indicated that the carport did not have the proper setbacks he might not have bought the property. Mr. Smiley continued that the inspection report just indicated that a permit was required.

Member Flachsmann indicated that back in 1978 there might have been a lack of enforcement and Member Flachsmann indicated that the carport was a good idea at that location.

Member DiSanto asked Mr. Smiley if he would be enclosing the carport.

Mr. Smiley indicated that he has no plans to enclose the carport.

Member Gillon asked Mr. Smiley if he is going to rebuild the carport or is this appeal for the existing carport on the property.

Mr. Smiley indicated that this is for the existing carport that is currently on the property.

Member Gillon and Member Trupiano both indicated that they thought that a new carport was going to be built.

Chairperson Duran indicated that this was an existing carport that a permit was never secured for.

Chairperson Duran read the communication received into the record.

Two (2) communications were received.



3215  
5 OF 9

RECEIVED 4-6-16  
4-4-16 ZB

March 26, 2016

Zoning Board of Appeals & Adjustment  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte MI 48192

RE: APPEAL #3215

TO WHOM IT MAY CONCERN:

My name is Stanley Ostrowski. My home is located immediately south of 2440 – 17<sup>th</sup> Street, the subject property of the above-referenced Appeal.

I am writing to advise you that I have no objection to the request by Mike Flachsmann to obtain a mechanical permit for an air conditioner to be located in the sideyard of his home at 2440 – 17<sup>th</sup> Street.

Sincerely, 

Stanley Ostrowski  
2452 – 17<sup>th</sup> Street  
Wyandotte MI 48192



6 OF 9  
3215 4-6-16  
ZB  
✓ RECEIVED  
4-5

DTE Energy Gas Co.  
Data Integrity and Technology  
One Energy Plaza, GO-838  
City of Detroit, MI 48226

April 5, 2016

Peggy Green, Zoning Board Secretary  
Zoning Board of Appeals and Adjustment  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192

RE: Appeal #3215: For a Variance to obtain a permit for an air conditioner to be located in the side yard at 2440 17<sup>th</sup> Street (Lots 251, 252 and S 25' of Lot 253, West Park Sub. No. 1) in a RA zoning district, where the proposed conflicts with Section 2500.F.9 of the Wyandotte Zoning Ordinance.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

**REMARKS:**

DTE Energy Gas Company has no involvement, nor objection to the Appeal #3215 as mentioned above. See enclosed strip print and attached notice of public hearing, for your use and information.

Please abide by Public Act 174, three (3) working days before you dig, dial toll free MISS DIG at: 1 - 800 - 482 - 7171.

DTE Energy Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

*/s/ Russell E Thornton*  
Drafter  
Data Integrity and Technology

RET/  
Enclosure

7 of 9

I CARL HOLLOWAY, AM WITH DRAWING

4-6-16

MY APPEAL SCH. FOR 4-6-16, DUE TO **ZB**  
OWNER LEASING BUILDING. APP. # 3216

 3-29-16.

1217 FORT STREET,

734-512-6754

CARL HOLLOWAY

# 3216

**Engineering1**

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8 of 9  
4-6-16

**From:** Engineering1 [engineering1@wyan.org]  
**Sent:** Wednesday, March 23, 2016 3:56 PM  
**To:** 'Megan Michael'  
**Subject:** RE: Appeal #3217

RECEIVED  
3-23-16  
ZB

Communication has been received and will be presented to the Zoning Board.  
Thank you.

#3217

**From:** Megan Michael [mailto:1heavengazer@gmail.com]  
**Sent:** Wednesday, March 23, 2016 2:50 PM  
**To:** [engineering1@wyan.org](mailto:engineering1@wyan.org)  
**Subject:** Appeal #3217

To whom it may concern,

My name is Megan Michael. I am the property owner of 1760 10th Street in the Ford Estates sub. I cannot make it in person to the meeting regarding the request to add a carport at 1728 Electric. As a neighbor, I have no issue with this addition as long as it is done tastefully and passes building codes for safety. If you have any questions please feel free to contact me at my address or by phone at (734) 363-4358. Thank you.

Megan Michael  
1760 10th St.  
Wyandotte, MI 48192



DTE Energy Gas Co.  
Data Integrity and Technology  
One Energy Plaza, GO-838  
City of Detroit, MI 48226

9 OF 9  
3217 4-6-16  
28  
✓  
RECEIVED  
4-5-16

April 5, 2016

Peggy Green, Zoning Board Secretary  
Zoning Board of Appeals and Adjustment  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192

**RE: Appeal #3217: For a Variance to obtain a building permit for a carport at 1728 Electric (N 15' of Lot 141 also Lot 142, Ford Estates Sub.) in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.**

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

**REMARKS:**

DTE Energy Gas Company has no involvement, nor objection to the Appeal #3217 as mentioned above. See enclosed strip print and attached notice of public hearing, for your use and information.

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DTE Energy Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

*/s/ Russell E Thornton*  
Drafter  
Data Integrity and Technology

RET/  
Enclosure

**FYI: An Existing Gas Service (1-1/4"-STL 1951) is located at 2' WEBW on the South Side of 1728 Electric that crosses the Driveway.**