AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, MARCH 17, 2014 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

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

COMMUNICATIONS MISCELLANEIOUS:

1. Communication from Don Cox regarding his appreciation for the hard work Wyandotte employees performed in front of his residence.

2. Communication from St. Vincent Pallotti Parish Parents Club regarding the use of the City-owned parking lot located at First and Chestnut streets for their fundraising event during the Wyandotte Street Art Fair.

3. Communication from Wm. Molnar Roofing Inc relative to permission to block off a certain area of Oak Street for roof replacement.

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

4. Communication from the Chief of Police submitting Traffic Control Order 2014-02.

5. Communication from the Superintendent of Recreation submitting various Yack Arena rental contracts.

6. Communication from the Director of Museums and Cultural Affairs and Special Event Coordinator regarding the 2013 Calendar Year Special Event Report.

7. Communication from the Special Event Coordinator regarding the Wyandotte Street Art Fair Website Contract.

8. Communication from the City Engineer regarding property acquisition of 140 Superior; and various other projects involving the St. Vincent Pallotti Parish Campus.

9. Communication from the City Engineer relative to File # 4631-Cleaning and Televising Existing Sanitary and Storm Sewers 2014-2017.

10. Communication from the City Engineer regarding the Bacon Memorial District Library's electronics collection day to take place on Wednesday, April 23rd from 7:30 a.m. to 10:30 a.m.

11. Communication from the City Engineer regarding a proposal to vacate and abolish a public alley.

12. Communication from the City Engineer regarding the dangerous structure located at 2927-2929 Biddle Avenue.

13. Communication from the City Engineer relative to the Neighborhood Stabilization Program 2 (NSP 2) Program Income Grant.

CITIZENS PARTICIPATION:

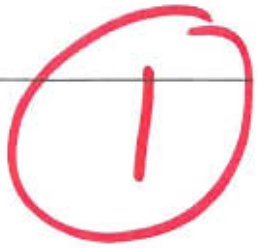
HEARING:

HEARING TO HEAR COMMENTS ON THE PROPOSED APPLICATION BY THE CITY OF WYANDOTTE TO THE MICHIGAN STATE HOUSING AUTHORITY (MSHDA) COMMUNITY DEVELOPMENT DIVISION (CDD) FOR NEIBHBORHOOD STABILIZATION PROGRAM (NSP2) PROGRAM INCOME (PI) ROUND ONE REQUEST FOR PROPOSALS (RFP)

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	March 10, 2014	$139,364.72
Fire Commission Meeting	February 25, 2014	
Police Commission Meeting	February 25, 2014	
Design Review Committee	March 4, 2014	

Maria Johnson



From: donald cox [dnldcox@yahoo.com]
Sent: Wednesday, March 12, 2014 7:40 PM
To: clerk@wyan.org
Subject: request to forward letter of appreciation

From: Donald C Cox
207 Perry Place
Wyandotte, Mi

Dear Mr. William Griggs, Wyandotte City Clerk,:

Would you be so kind to have this email acknowledged before our next Wyandotte Council Meeting.

On February 28, 2014: My wife and I were preparing to leave our residence for a short vacation. At approximately 11:30 pm prior to our departure, water line broke directly in front of my residence and I immediately contacted the Wyandotte Engineering/water department; their employees were on the scene in less than 30 minutes.

The responding Wyandotte Engineering/water employees worked the entire night until 6 am the following day and I might add the temperature was well below freezing and high winds.

We I was able to depart on our vacation knowing the problem had been corrected. But more important the responding Wyandotte employees should be recognized for their professional approach and customer service, under sever weather conditions.

We all have seen recent reports in other cities, where the residents complained of poor services , especially concerning water main breaks, obviously our Wyandotte employees are prepared and are dedicated professionals..

Sincerely

Wyandotte residence -- Don Cox

March 11, 2014

Honorable Mayor Joe Peterson and Wyandotte City Council
Wyandotte City Hall
3131 Biddle Ave.
Wyandotte, MI 48192

RE: Use of city parking lot

Dear Mayor Peterson:

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

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

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

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

***St. Vincent Pallotti Parish has been made aware of the parking issues that occurred last year under the control of the St Patrick's Parent Club and understand a parking referendum has been put through by the City of Wyandotte due to those issues. St. Vincent Pallotti Parish will abide by all parking requirements put forth by the City of Wyandotte.

Sincerely,

Mary Look

Mary Look
Co-Chairperson - Vincent Pallotti Parish Parent Club
Goodlooking657@aol.com
734-536-0864

3

Wm. Molnar Roofing Inc.

12455 Hale Street
Riverview, MI 48193
Phone 734-281-0591 Fax 734-281-7303

March 11, 2014

Dear Sir/Madam

We at Wm. Molnar Roofing Inc. have a contract with Mr. Leo Stevens to remove and replace the roof at R.P. McMurphy's on Biddle Ave. We are requesting your permission to block off approximately 120 feet of the sidewalk, parking area as well as the east bound side of Oak St (Please see the attached sketch for location.) We would need to block this area for two days to safely set up our boom truck and dump truck. We will not need to block the area off for the entire days work. Once we are done with the trucks for the day we will break down and reopen the area for traffic. Our only other option would be to block off the same size area on Biddle Ave. in front of R.P. McMurphys. We feel that this area would cause more of a traffic problem for the city.

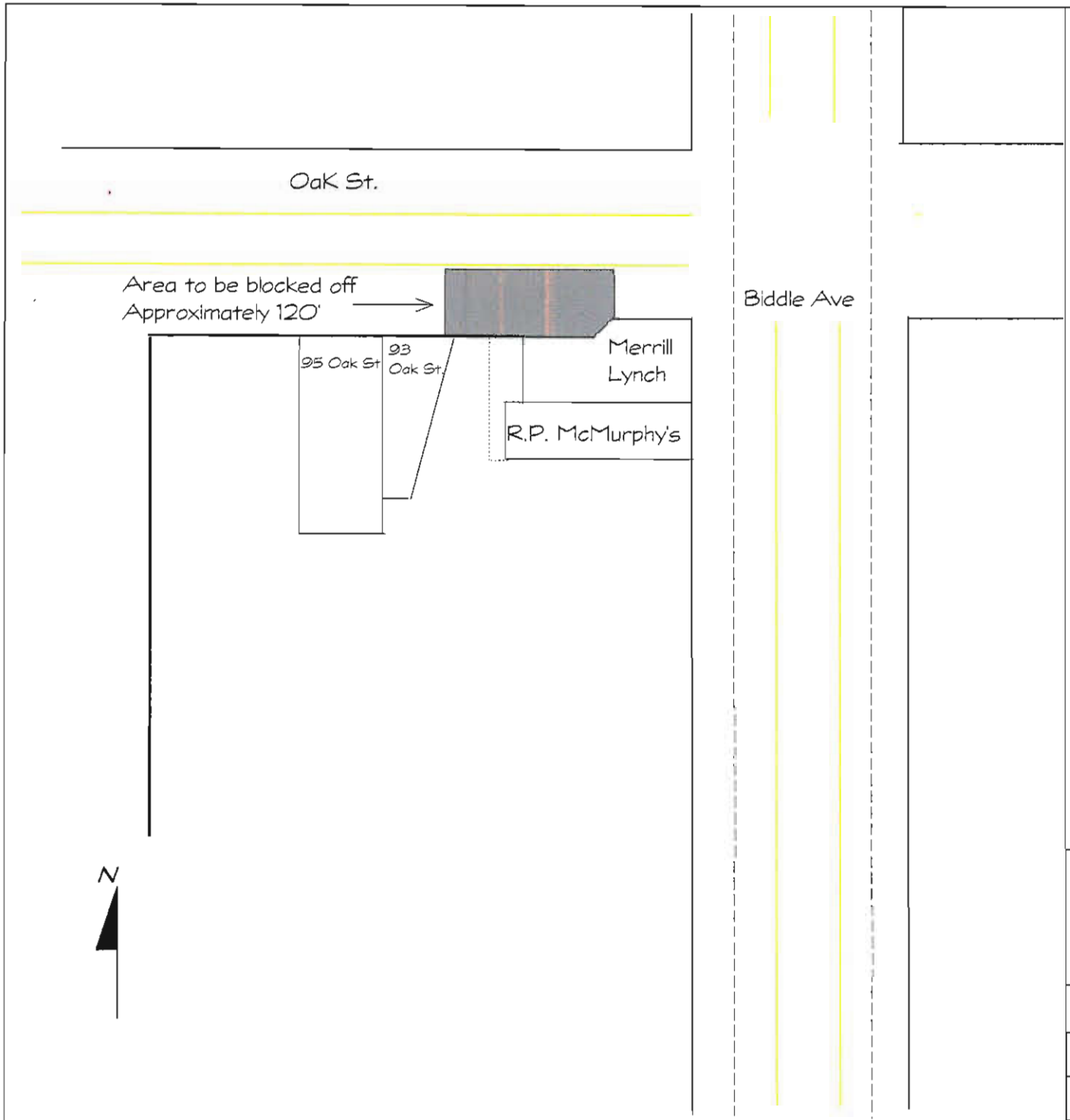
Thank you, for your consideration.

Raymond C Pottorff

Wm. Molnar Roofing Inc.

☐ The fore mentioned is acceptable.

☐ The fore mentioned is unacceptable.



William Molnar Roofing Co., Inc
12455 Hale Riverview, MI 48193
Phone 734-281-0591

Project R.P. McMurphy's

Customer SAME

DWG. By Ray Pottorff

Date 3/11/2014

Scale N.T.S

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff

DANIEL J. GRANT
CHIEF OF POLICE

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

March 11, 2014

Mayor and City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2014-02

After review, the Traffic Bureau and Inspector Pouliot recommend the installation of "Handicap Parking Signs" in front of 1532 Maple, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Inspector Pouliot, this letter serves as a recommendation for Council support of Traffic Control Order 2014-02 as specified on said order.

If there are any additional questions, please feel free to contact my office at extension 4424.

Sincerely,

Laura Gillen

for Daniel J. Grant
Chief of Police

City of Wyandotte
Traffic Control Order

TRAFFIC CONTROL ORDER # **2014-2**

Parking ☐
Speed ☐
Signs to be Installed ☒
Other ☐

Traffic Order

ORDER TO PLACE SIGNS REGULATING TRAFFIC

The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the City of Wyandotte, Michigan,:

The installation of:

- "Handicap Parking Signs" at 1532 Maple

This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN

_____ DATE: 3/11/14

FILED WITH CITY CLERK, BY CHIEF OF POLICE DANIEL GRANT, CITY OF WYANDOTTE, MICHIGAN

Laura Cullen FOR ↗ DATE: 3/13/14

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

_____ DATE: _____

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign_Removal» Reason: «Note»

Amendment Approved by the Police & Fire Commission

_____ Date: _____
Signature

Copy Forwarded To: Wyandotte City Clerk and Department of Public Works

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

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MEETING DATE: March 17th, 2014 **AGENDA ITEM # __**

ITEM: Three Yack Arena Rental Contracts – Woodhaven High School Graduation, Circus Pages, and Step It Up – Health and Wellness Expo
*CONTRACTS ON FILE IN THE CITY CLERK's OFFICE

PRESENTER: Justin N. Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE: Justin N. Lanagan

BACKGROUND: These three rentals are annual rentals of the Yack Arena during the Spring/Summer once the ice and hockey boards come down. Woodhaven High School plans to hold their graduation ceremony outside on their football field, however, if there is inclement weather they plan on using the Yack Arena as a backup site. In order to hold the building, they will submit a non-refundable $650 deposit. If they use the Yack Arena, they will be billed for the remainder of the building rental fee and any additional fees associated with their rental.

Circus Pages is a returning circus that has been renting the Yack Arena for years. Their act features live animals, clowns, magicians, daredevils, acrobats, and more.

Step It Up – Health and Wellness Expo is an event offering health screenings, healthy cooking and exercising demonstrations, and other information for leading a healthier lifestyle.

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

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the various upcoming events.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: **101-000-654-610-020.** Last year, these rentals generated nearly $4,000 in revenue in building, table/chair, and pipe and drape rental fees.

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

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal Affairs

MAYOR'S RECOMMENDATION: Concur with recommendation Joseph R Peterson

LIST OF ATTACHMENTS: 1) Copies of Three Arena Rental Contracts per event
2) Copies of Three Hold Harmless Agreements per event

RESOLUTION:

Wyandotte, Michigan
Date: March 17th, 2014

RESOLUTION by Councilman_____

RESOLVED by the City Council that Council **CONCURS** with the recommendation of the Superintendent of Recreation and hereby **APPROVES** the Benjamin F. Yack Arena rental contracts for the Woodhaven High School Graduation – June 10th, 2014, Circus Pages – June 14th, 2014, and Step It Up – Health and Wellness Expo July 26th, 2014 in the amount of $1,300.00 per day including all associated rental costs payable in full upon completion of the event as stipulated in the Contract. **AND BE IT FURTHER RESOLVED** that Council hereby authorizes the Mayor and City Clerk to sign said rental agreement.

I move the adoption of the foregoing resolution.
MOTION by
Councilmen_____

Supported by Councilman_____

YEAS	COUNCIL	NAYS
	Fricke	
	Galeski	
	Miciura Jr.	
	Sabuda	
	Schultz	
	Stec	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: March 17th 2014 **AGENDA ITEM #** ___

ITEM: Special Event Office– 2013 CALENDAR YEAR SPECIAL EVENT REPORT
*REPORT ON FILE IN THE CITY CLERK'S OFFICE

PRESENTER: Heather A. Thiede, Special Event Coordinator
Jody L. Egen, Director of Museums and Cultural Affairs

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Event Coordinator
Jody L. Egen, Director of Museums and Cultural Affairs

BACKGROUND: Herewith, please find annual reports on the 2013 calendar year events compiled by the staff of the Special Event and Museums Office. Contained therein is an overview of the City of Wyandotte's Special Events and the Wyandotte Museums Heritage Event Series, including all marketing initiatives, individual event summaries and analysis, staff recommendations, a detailed breakdown of the financial information.

We look forward to continuing the many events here in the city, and developing new public programs that enhance the quality of life for the citizens of our city and beyond. We submit these reports for your collective review. Should you have any questions, please do not hesitate to contact the Special Event or Museums' offices. **hard copy of each report is on file in the City Clerk's Office for viewing.*

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Receive and place on file.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: SDunsdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION Joseph R Peterson

LIST OF ATTACHMENTS: 2013 Calendar Year Special Event Report

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 17th 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the Special Event Coordinator and Director of Museums and Cultural Affairs in the following resolution.

A Resolution to receive and place on file the attached 2013 Calendar Year City of Wyandotte Special Event and Wyandotte Heritage Events annual reports.

I move the adoption of the foregoing resolution.
MOTION by Councilmen_____

Supported by Councilman_____

YEAS	COUNCIL	NAYS
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	Stec	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

7

MEETING DATE: March 17th 2014 **AGENDA ITEM #** __

ITEM: Wyandotte Street Art Fair Website Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The key role of a website is to generate business, while demonstrating creativity. This is vital to attracting potential artists, sponsors as well as visitors to the Wyandotte Street Art Fair. We seek to contract with Media Grump to provide support for our wyandottestreetartfair.org website for the 2014 year.

Please find attached a contract with Media Grump to provide website support for the 2014 Wyandotte Street Art Fair. This fee will be paid from the Street Art Fair Expense account and has been approved by the Wyandotte Street Art Fair Committee and our Department of Legal Affairs.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account – 285-225-925-730-860 $1,975.00 total

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation, approval on file.

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS

Media Grump Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 17th 2014

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Media Grump for Website support of the 2014 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS	COUNCIL	NAYS
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	Stec	

Date: March 7th 2014
Client: City of Wyandotte Special Events Office
Project: 2014 Wyandotte Street Art Fair Website

Project Description
This project will involve designing a new website for the Wyandotte Street Art Fair. The website will be designed with high standards, quality graphics and easy to manage navigation. We will use an open source Content Management System (CMS) which will allow basic content changes in a simple manner. We will work under the direction of Heather Thiede and the Special Events Office.

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

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

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

Maintenance
We typically work and are available 7 days / 24 hours. We will monitor the website "uptime" to ensure it remains live. We will provide maintenance as needed to the website for the duration of this project. We anticipate this would extend at least 30 days past the 2014 Street

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

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

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

The undersigned agrees to perform all the services listed on the attached project description dated March 7th, 2014 for the cost of.

Payments to be made as follows:

Project Stages
1) March 18th 2014 or that week: Start Payment $700 Create a website shell structure with concept and content. Prepare to install website.

2) April 1st 2014 or that week: Go Live Payment $700 Website is live and fully functional.

3) April 28th 2014 or that week: Finalization Payment $575. Adjustments and tweaks have been made. Graphics, images and content are in place.

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

Dan Cataldo
Project Director
MediaGrump LLC

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: March 17, 2014 **AGENDA ITEM #** 8

ITEM: Property Acquisition

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 3-10-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The attached Purchase Agreement for the property known as Doherty Hall (IHM Convent). 140 Superior, is $90,000. The property is 100' x 150' and is zoned Single Family (RA). The demolition/Phase I Environmental Survey including any removal of asbestos at the rectory located at 353 Elm Street and construction of a surfaced parking lot are Improvements (Paragraph 10) that the City would agree to complete as a Project.

The Archdiocese has agreed to reimburse the City up to $90,000 of the cost to complete the Project, provided that if the cost to complete the Project, determined prior to commencement of the Project, exceeds $90.000, either party may elect to terminate the Agreement.

The Archdiocese will also be purchasing the vacant lot at former 333 Maple for $1.00 for the construction of a single family dwelling. This home would consist of approximately 1,467 square feet, 3 bedrooms, exterior to be vinyl siding, full basement, and two (2) car detached garage.

The City has the right to terminate the Agreement after conducting a Phase I Environmental Survey of Doherty Hall, 140 Superior.

The public will have use of the parking lot owned by St. Vincent Pallotti (St. Joseph Campus) between Elm Street and Maple Street between 3rd Street and 4th Street except during church events for a twenty (20) year term for $1.00.

NOTE: The Engineering Department will apply to the Downriver Community Conference Brownfield Consortium USEPA Assessment Grant Program for the Phase I Environmental Assessment for 140 Superior and 353 Elm.

STRATEGIC PLAN/GOALS: The City is committed to a three-pronged economic development strategy: 1. Commercial expansion in the Downtown and Fort Street; 2. By being a "Good Neighbor" to BASF and other current and prospective industries; and 3. Expansion and "Good Neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital by; a. Seeking out industrial opportunities which build on the new leadership position of the State of Michigan, as well as the growing strengths of Wyandotte and the Detroit Metro region in clean technology (especially renewable energy manufacturing and servicing). This is an emerging industry that could benefit from Wyandotte's traditional industrial strengths and highly skilled workforce; b. Developing a plan for increasing professional, scientific and technical service jobs, which include occupations such as attorneys, accountants, software developers, architects, engineers and health care workers. These professions represent key opportunities for growth, especially along the Biddle corridor; c. Focusing economic development efforts on increasing commercial and industrial developments. This would result in an increase in the ratio of commercial/industrial assessed valuation to residential valuation, increase local employment and further develop a healthy business climate in the City and d. Creating an Economic Development Commission to serve as advisors to the City Council on opportunities for improving the business climate.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the Purchase Agreement for 140 Superior, direct the City Engineer to conduct a Phase I Environmental Assessment of 353 Elm Street and 140 Superior. Direct the City Engineer to obtain bids to construct a surfaced parking lot at 353 Elm Street and the demolition of 353 Elm Street and 140 Superior with a report back to City Council on the costs.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: TIFA 492-200-850-519 acquisition.

IMPLEMENTATION PLAN: Proceed with Purchase Agreement as presented to City Council i.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: [signature]

LEGAL COUNSEL'S RECOMMENDATION: [signature]

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Proposed Purchase Agreement.

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 140 Superior in the amount of $90,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that Council directs the City Engineer to conduct a Phase I Environmental Survey at 353 Elm Street and 140 Superior, to obtain bids for the demotion of both properties and a obtain a bid for the construction of a surfaced parking lot with a report back to City council on said costs; 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.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made this ___ day of January, 2014, by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Seller"), whose address is 1234 Washington Blvd, Detroit, Michigan 48226, and the City of Wyandotte, a Municipal corporation ("Purchaser"), whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192.

WITNESSETH:

WHEREAS, Seller is the owner of certain real property situated in the City of Wyandotte, County of Wayne and State of Michigan, commonly referred to as Doherty Hall, as more particularly described on the attached Exhibit A ("Property");

WHEREAS, Seller is also the owner of certain real property situated in the City of Wyandotte, County of Wayne and State of Michigan, commonly referred to as the St. Joseph Rectory, as more particularly described on the attached Exhibit B ("Rectory Property");

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all right, title and interest of Seller in and to the Property, in accordance with the terms set forth below;

WHEREAS, As additional consideration for the purchase of the Property, Purchaser agrees to demolish the existing rectory on the Rectory Property and construct a parking lot thereon, and Purchaser further agrees to sell the vacant lot at 333 Maple in accordance with Exhibit C, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Purchase and Sale**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all right, title and interest of Seller in and to the Property, subject to the terms of this Agreement. The purchase and sale of the Property shall be consummated by delivery of an executed recordable warranty deed subject to (a) all existing building and use restrictions and easements, (b) exceptions to title set forth in the Title Commitment (as defined below), (c) standard preprinted exceptions set forth in the binder to the Title Commitment, (d) matters which an accurate survey or inspection of the Property would disclose; (e) zoning ordinances; (f) rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; (g) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of Closing (as defined below); (h) the Restrictive Covenant (as defined below).

2. **Purchase Price**. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Ninety Thousand Dollars ($90,000), as adjusted for the Closing prorations and other adjustments described in this Agreement. Payments at Closing will be made by wire transfer of immediately available funds or delivery of a cashier's or certified check. Within three (3) business days after the Effective Date (as defined below), Purchaser shall pay One Thousand Dollars ($1,000) (the "Deposit") to the Title Source, Inc. ("Title Company"), as escrow agent. The Deposit, together with any accrued interest thereon, if any, shall be held by the Title

Company until refunded, forfeited or applied against the Purchase Price in accordance with this Agreement.

3. **Restrictive Covenant**. Purchaser hereby acknowledges and agrees that the conveyance of the Property by Seller to Purchaser shall be subject to the following express covenants (the "Restrictive Covenants"), which shall run with the land:

(a) Purchaser, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Joseph and/or Doherty Hall. Purchaser, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

(b) Purchaser, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for Adult Uses or for any Sexually Oriented Business, all as defined in the Detroit City Ordinance as of the date of this Agreement, or (iii) any other use that is contrary to the teachings of the Roman Catholic Church.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Purchaser and its successors and assigns in perpetuity. It shall be lawful for Seller, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property shall include the Restrictive Covenants and be subject to the terms, condition, covenants, restrictions and agreements set forth herein. In the event Seller, its successors and/or assigns institutes legal proceedings against the Purchaser, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

4. **Survey**. Purchaser, at its sole cost and expense, may, but shall be under no obligation to, obtain a survey of the Property ("Survey").

5. **Title**. Seller shall procure, at its sole cost and expense, and deliver to Purchaser within fourteen (14) days after the Effective Date, a commitment (the "Title Commitment") for an Owner's title insurance policy from Title Company with standard exceptions. If the Title Commitment discloses any defects which render title unmarketable, Purchaser shall notify Seller thereof (the "Defect Notice") within ten (10) days after Purchaser's receipt of the Title Commitment, otherwise, Purchaser shall be deemed satisfied with the Title Commitment and the condition of title without any further action by the parties. Seller shall have thirty (30) days from receipt of any Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such defect, although Seller shall have no obligation to cure or obtain insurance over such defects. If Seller does not cure or obtain insurance over any defect within said thirty (30) day period or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the

option upon notice to Seller not later than ten (10) days after the expiration of said thirty (30) day period or such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, Seller shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (b) accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said ten (10) day period, Purchaser shall be deemed to have elected option (b).

6. **Inspection Period.** Purchaser shall have the right within ninety (90) days after the Effective Date (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, studies and examinations of the Property as Purchaser deems advisable, to investigate applicable laws, ordinances and codes, and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Property is suitable for Purchaser's intended use, including a Phase I environmental inspection to include asbestos testing, to which Seller consents; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Property without the prior written consent of Seller (collectively, the "Inspections"). Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Property to conduct the Inspections, all at Purchaser's sole cost, risk and expense. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the termination of this Agreement. If Purchaser is not satisfied with the results of its Inspections, Purchaser shall have the right to terminate this Agreement upon notice to Seller thereof within the Inspection Period, whereupon this Agreement shall terminate, the Deposit shall be returned to the Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, otherwise Purchaser shall be deemed satisfied with the results of its Inspections and the condition of the Property without any further action by the parties.

7. **Termination.** If Purchaser terminates this Agreement for any reason, then Purchaser shall, provided that Seller is not in default of this Agreement, furnish to Seller copies of all inspection reports, environmental audits and reports, and other documents or reports obtained by Purchaser in connection with its Inspections and/or any other matter relating to the Property.

8. **Closing.** Subject to the conditions of this Agreement, the closing of the purchase and sale (the "Closing") shall take place fourteen (14) days after the expiration of the Inspection Period or fourteen (14) days after opening of the bids for the construction of the parking lot, whoever occurs last, at 1:00 p.m. at the offices of Seller's counsel or at such other date, time and place as the parties may agree in writing. All closing documents (except the warranty deed which shall be prepared by Seller's Counsel) shall be prepared by the Title Company, and shall be consistent with this Agreement and otherwise mutually satisfactory to Purchaser and Seller. At Closing, Purchaser shall furnish Seller with copies of appropriate documents demonstrating that Purchaser is duly authorized, validly existing and in good standing in the State of Michigan and has the requisite authority to consummate the transactions contemplated hereby, together with such other documents as the Title Company may require. Seller shall deliver to Purchaser exclusive possession of the Property at Closing.

9. **Prorations, Adjustments, Expenses**. Seller shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the date of Closing. Current real property taxes and assessments shall be prorated on a due date basis as of the date of Closing as if paid in advance. Seller shall also be responsible for state and county transfer taxes, the title premium for the Owner's Policy, one-half of the cost of the Title Company to prepare the closing documents, and its own attorneys' fees. Purchaser shall be responsible for all other fees, taxes, costs and expenses arising from the purchase and sale under this Agreement, including without limitation, recording fees, fees for any endorsements to the Title Policy, fees, costs and expenses for Purchaser's Inspections, including survey costs, appraisal fees and environmental audit fees, fees of any lender of Purchaser, all fees in connection with Purchaser obtaining a mortgage, if any, one-half of the costs of the Title Company to prepare the closing documents and Purchaser's attorneys' fees.

10. **Improvements**. As additional consideration for the purchase of the Property, Purchaser hereby covenants and agrees, at Purchaser's sole cost and expense (except as set forth below), within eight (8) months after Closing to demolish the existing rectory on the Rectory Property and construct a parking lot, the layout of which to be substantially similar to the attached Exhibit D ("Parking Lot") on the Rectory Property (the "Project") in accordance with the plans and specifications which shall be prepared and sealed by a registered architect or engineer ("Plans") and approved by Seller, in its reasonable discretion; provided, however, in no event shall Seller's approval of the Plans create any responsibility or liability on the part of Seller for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. Purchaser agrees to (i) complete the Project in accordance with all applicable laws, regulations and building codes, and in a good and workmanlike manner and in quality satisfactory to the Seller; (iii) pay all invoices related to the construction of the Project and/or the Rectory Property in a timely manner and to cause any and all mechanics' liens recorded against or encumbering the Rectory Property to be discharged within five (5) days after receipt of notice of the same; (iv) obtain all necessary permits required by law to commence and complete the Project and to provide the Seller a copy of the same; and (v) complete any and all modifications, improvements and/or repairs required by any inspection of the Project.

Anything in this Agreement to the contrary notwithstanding, no person shall be entitled to any lien on the Rectory Property because of any labor or material furnished to Purchaser in connection with the Project, and nothing in this Agreement shall be construed to constitute as consent by the Seller to the creation of any lien. In addition, Purchaser further agrees to indemnify and defend and hold the Seller harmless from and against any and all claims, expenses, costs, damages, losses and liabilities suffered by the Seller, after the date of this Agreement, as a result of, on account of or arising from any obligation, claim, suit, liability, contract, agreement, debt or encumbrance created, arising or accruing subsequent to the date of this Agreement and related to the Project and the Rectory Property. Purchaser represents and warrants that it shall comply with Michigan's Construction Lien Act and shall name the Seller as designee on any notice of commencement.

Subject to the terms of this Agreement, the Seller hereby grants to Purchaser a revocable license ("License") to access the Rectory Property to construct the Project on the following terms and conditions:

(a) Prior to construction, Purchaser shall deliver to Seller a certificate of insurance naming Seller, the Archdiocese of Detroit, the Archbishop of Detroit, St. Vincent Pallotti Parish and the Pastor of St. Vincent Pallotti Parish as an additional insured on a comprehensive general liability insurance policy insuring Seller, the Archdiocese of Detroit, the Archdiocese of Detroit, St. Vincent

Pallotti Parish, the Pastor of St. Vincent Pallotti Parish, and Purchaser against claims for personal injury, death and property damage occurring on The Rectory during construction of the Project in an amount of not less than Two Million Dollars ($2,000,000) per occurrence, with a Two Million Dollar ($2,000,000) annual general aggregate;

(b) Purchaser shall comply at all times, at its sole cost and expense, with all applicable laws, ordinances, regulations and building and use restrictions;

(c) Purchaser agrees to indemnify, defend (using counsel of Purchaser's choice, subject to Seller's approval in the reasonable exercise of its discretion) and hold harmless Seller, the Archdiocese of Detroit, the Archbishop of Detroit, St. Vincent Pallotti Parish and the Pastor of St. Vincent Pallotti Parish (collectively, "Indemnified Party") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses including, without limitation, reasonable attorneys' fees and expenses, imposed upon or incurred by or asserted against any Indemnified Party by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about The Rectory or any part thereof arising from the demolition of the Rectory and construction of a parking lot; or (ii) any failure on the part of Purchaser to perform or comply with any of the terms of the License and/or this Agreement, provided that such indemnification obligation shall not apply to any liabilities or claims arising out of the intentional acts or negligence of any Indemnified Party. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, Purchaser will, at Purchaser's expense, contest or defend such action, suit or proceeding, and/or cause the same to be contested and defended, in either case, by counsel selected by Purchaser, subject to Seller's approval in the reasonable exercise of its discretion.

Anything in this paragraph to the contrary notwithstanding, Seller agrees to reimburse Purchaser for the first Ninety Thousand Dollars ($90,000) of the cost to complete the Project, and to apply the Purchase Price provided for in Paragraph 2 above for that purpose. If the cost to complete the Project, determined prior to commencement of the Project, exceeds $90,000, either party may elect to terminate this Agreement, in which event neither party shall have any further obligation to the other except as expressly set forth herein. Seller shall reimburse Purchaser for Seller's share of the costs of the Project within twenty (20) days of receipt of Purchaser's invoice.

11. **Use of Parking Lot**. In consideration of the Purchaser constructing the Parking Lot on the existing Rectory property, Seller shall permit the public to use the Parking Lot except for those dates and times that St. Vincent Pallotti Parish needs exclusive use of the Parking Lot, in its sole discretion, for Masses, funerals, weddings, and special Parish events at the St. Joseph Campus of the Parish. The Parish may charge for use of the Parking Lot by the public. Purchaser's rights to enable use of the Parking Lot by the public shall be pursuant to a use agreement substantially in the form of the attached Exhibit E, and the Parking Lot shall be constructed as shown on Exhibit D.

12. **Default**. If Purchaser defaults hereunder, then in addition to any other remedies available at law or in equity, Seller may elect in its sole discretion to (a) terminate this Agreement as its sole and exclusive remedy, whereupon the Deposit shall be retained by Seller as liquidated damages and neither party shall have any further liability or obligation under this Agreement, (b) terminate this Agreement and Seller may seek judgment against Purchaser for damages, or (c) seek judgment against Purchaser for specific performance of this Agreement. If Seller defaults hereunder and such default is not cured within thirty (30) days after receipt of notice from Purchaser of such default, then Purchaser may either terminate this Agreement or seek specific performance or a writ of

mandamus or any other appropriate remedy under the law. In the event of termination, the Deposit shall be promptly returned to Purchaser and neither party shall have any obligation to the other except the parties obligations which would otherwise survive Closing. The City will be entitled to recover its reasonable attorney fees from the Seller if legal proceedings are necessary to enforce the provisions of this Agreement and the Purchaser is the prevailing party in such proceedings.

13. **"AS IS" ACQUISITION**. **SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, AS THE CASE MAY BE, REPRESENTATIONS OR WARRANTIES AS TO TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS FAMILIARITY WITH THE PROPERTY ON THE EXPERTISE OF PURCHASER'S INSPECTORS AND CONSULTANTS, AND THE PURCHASER'S AND SUCH INSPECTOR'S AND CONSULTANT'S INSPECTIONS OF THE PROPERTY. UPON CLOSING, PURCHASER AGREES TO ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE INSPECTIONS. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS," AND "WHERE IS," WITH ALL FAULTS, AND WITH NO ADJUSTMENTS FOR PHYSICAL, FUNCTIONAL, ECONOMIC CONDITIONS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES RELATED OR COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT UPON EXPIRATION OF THE INSPECTION PERIOD, PURCHASER WILL HAVE HAD AMPLE OPPORTUNITY TO MAKE A PROPER INSPECTION, EXAMINATION AND INVESTIGATION OF THE PROPERTY TO FAMILIARIZE ITSELF WITH ITS CONDITION AND THAT PURCHASER WILL DO SO TO ITS SATISFACTION. UPON CLOSING, PURCHASER SHALL HAVE NO CLAIM, IN LAW OR IN EQUITY, AND HEREBY RELEASES AND FOREVER DISCHARGES SELLER (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, BROKERS, EMPLOYEES, REPRESENTATIVES, AFFILIATED OR RELATED ENTITIES, SUCCESSOR AND ASSIGNS) FROM ANY CLAIMS, ACTIONS, LIABILITIES OR OBLIGATIONS, BASED UPON THE CONDITION OF THE PROPERTY OR THE FAILURE OF THE PROPERTY TO MEET ANY STANDARDS, INCLUDING WITHOUT LIMIT, THE PRESENCE OF ANY HAZARDOUS MATERIALS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR ANY HAZARDOUS USE ON OR ABOUT THE PROPERTY, OR ANY VIOLATION OF ANY ENVIRONMENTAL LAWS. FURTHER, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, INTERFERENCE WITH BUSINESS OPERATIONS, LOSS OF TENANTS, LENDERS, INVESTORS, BUYERS, DIMINUTION IN VALUE OF THE PROPERTY, OR INABILITY TO USE THE PROPERTY, DUE TO THE CONDITION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY.**

14. **Brownfield Indemnity.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries and successors and assigns, from any and all liability, claim, cost, loss, damage or expense (including actual attorneys' fees) which any of them may incur or suffer as a result of, arising out of or in connection with any action taken by the State of Michigan (including its agencies and authorities) or by a local unit of government pursuant to Michigan's Brownfield Redevelopment Financing Act, M.C.L. 125.2651 et seq. to recover tax increment revenues expended at or with respect to the Property at the request of or arising out of the acts of the Purchaser.

15. **Condemnation.** If, after the execution of this Agreement, the Property shall be subjected to a taking, either total or partial, by eminent domain, inverse condemnation, or otherwise, for any public or quasi-public use, or if any notice of intent of taking is received by Seller or Purchaser, the parties shall nevertheless proceed to Closing and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to promptly forward to the other any notice of intent received pertaining to a taking of all or any portion of the Property.

16. **Casualty.** In the event of any casualty to the Property, Purchaser shall take the Property subject to the effect and consequences of that casualty, and Seller shall, in its sole and absolute discretion, either (i) pay over any insurance proceeds actually collected or received by Seller accruing to Seller's benefit with respect to that casualty, or (ii) reduce the Purchase Price by the reasonable cost to repair the damage to the improvements on the Property caused by the casualty as determined by Seller (in which event Seller shall retain the right to collect any insurance proceeds).

17. **Broker.** Seller and Purchaser each represent and warrant to the other that they have not used the services of any broker in connection with this transaction. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. Purchaser shall indemnify and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

18. **Foreign Seller Affidavit.** Seller represents and warrants to Purchaser that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of such Section. Seller shall deliver to Purchaser at Closing the exemption certificate described in Section 1445.

19. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

(b) **Successors and Assigns.** 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. Purchaser shall not assign this Agreement without Seller's prior written consent.

(c) **Waiver; Modifications**. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

(d) **TIME IS OF THE ESSENCE**. Time is of the essence with respect to the performance of the parties' obligations hereunder.

(e) **Drafting**. 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.

(f) **Governing Law**. This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

(g) **Notices**. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if it is in writing and is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); or (b) by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

(a)	If to Purchaser:	City of Wyandotte 3200 Biddle Avenue Wyandotte, Michigan 48192 Attn.: City Clerk and City Administrator
(b)	If to Seller:	Director of Properties Archdiocese of Detroit 1234 Washington Blvd. Detroit, Michigan 48226
	With a required copy to:	Erik S. Prater, Esq. Bodman PLC 6th Floor at Ford Field 1901 St. Antoine Street Detroit, Michigan 48226

(h) **Performance**. Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. eastern standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

(i) **Counterparts**. It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an

original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

(j) **Use of Headings**. The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

(k) **Attorney Fees**. If a dispute arises out of this Agreement, then the prevailing party will be entitled to recover its actual attorney fees and costs from the other party.

(l) **No Offer**. This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

(m) **Effective Date**. As used in this Agreement, the "Effective Date" shall mean the later of the Seller Execution Date or the Purchaser Execution Date set forth on the signature page hereof.

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

SELLER

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit

Seller Execution Date: November 6, 2014

PURCHASER:

City of Wyandotte

By:_____

Its:_____

Purchaser Execution Date: _____, 2014

EXHIBIT A

Doherty Hall Property (140 Superior, Wyandotte, Michigan):

Lots 11 and 12, Block 67, Plat of Part of Wyandotte as recorded in Liber 57, Page 5 Wayne County Records.

EXHIBIT B

Rectory Property (353 Elm Street, Wyandotte, Michigan):

Lots 1 and 2, Block 104, Plat of Wyandotte as recorded in Liber 1, Page 56 Wayne County Records.

EXHIBIT C

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

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

OFFER TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the { City / ~~Township~~ / ~~Village~~ } of **Wyandotte**, **Wayne** County, Michigan, described as follows: Lot 4 , Block 105 Plat of Part of Wyandotte as recorded in Liber 1 of Plats, Page 56 & 57 Wayne County Records being known as 333 Maple Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One ($1.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A Subject to Paragraph 12 and 13
(Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	~~B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be~~ made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of $ _____, and pay $ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above ser forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper ~~assignment of same.~~
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default	
Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance bereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: **None** If the Seller occupies the property, it shall be vacated on or before **closing**. From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of $ **NA**, per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of $ **NA**, as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with **No Prorations of Taxes** (Insert one: *"Fiscal Year" "Due Date."* If left blank, *Fiscal Year* applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. **Due dates are August 1 and December 1.**
	8. It is understood that this offer is irrevocable for three (3) days after the agreement is submitted to the City Council for consideration, and if not accepted by the Purchaser within that time, this offer submitted by the Seller may be considered null and void at Seller's option. If the offer is accepted by the Purchaser, the Seller agrees to complete the purchase of the property within the time indicated in Paragrapb 3.
Broker's Authorization	9. The seller is hereby authorized to make this accept and the deposit of 0 Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purpose of not less than $ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

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

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

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

The closing of this sale shall take place at the office of _____ _____. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: See Addendum for additional Paragraphs and Signatures

City of Wyandotte:

IN PRESENCE OF:

_____ L. S.
Purchaser

_____ _____ L. S
Purchaser

Address _____

Dated _____ *Phone:* _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ _____
Broker

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

_____ L S.
Seller

IN PRESENCE OF:

_____ _____ L S.
Seller

_____ *Address* _____

Dated: _____ *Phone* _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ _____ L. S
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

This Agreement is contingent upon the following:

12. This Agreement is contingent upon the City of Wyandotte purchasing and closing on the property known as 140 Superior, Doherty Hall Property, Wyandotte, Michigan 48192,

13. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a single family home consisting of the following features:

    - Approximately 1,467 square feet as indicated on Attachment A
    - Full Basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump. See Attachment B
    - Exterior to be vinyl siding as indicated on Attachment A
    - Two (2) car detached garage.
    - Home must meet all current zoning requirements.

14. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the commencement of the building construction. Failure to undertake development or complete construction will results in Seller's right to repurchase property including any improvements FOR $1.00. Purchaser shall be responsible to convey the property back by Warranty Deed. A Deed Restriction will be placed on the property which will include this contingency.

15. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.

16. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of $200.00 and Wayne County Mapping Fee which will be added to the mortgage at time of closing. These charges will be including into the mortgage.

17. Dirt shall be removed from the site at the Purchaser's expense.

18. The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.

19. This Agreement is subject to the approval of the Wyandotte City Council.

_____ _____
Purchaser

_____ _____
Purchaser

Dated: _____

CITY OF WYANDOTTE, Seller

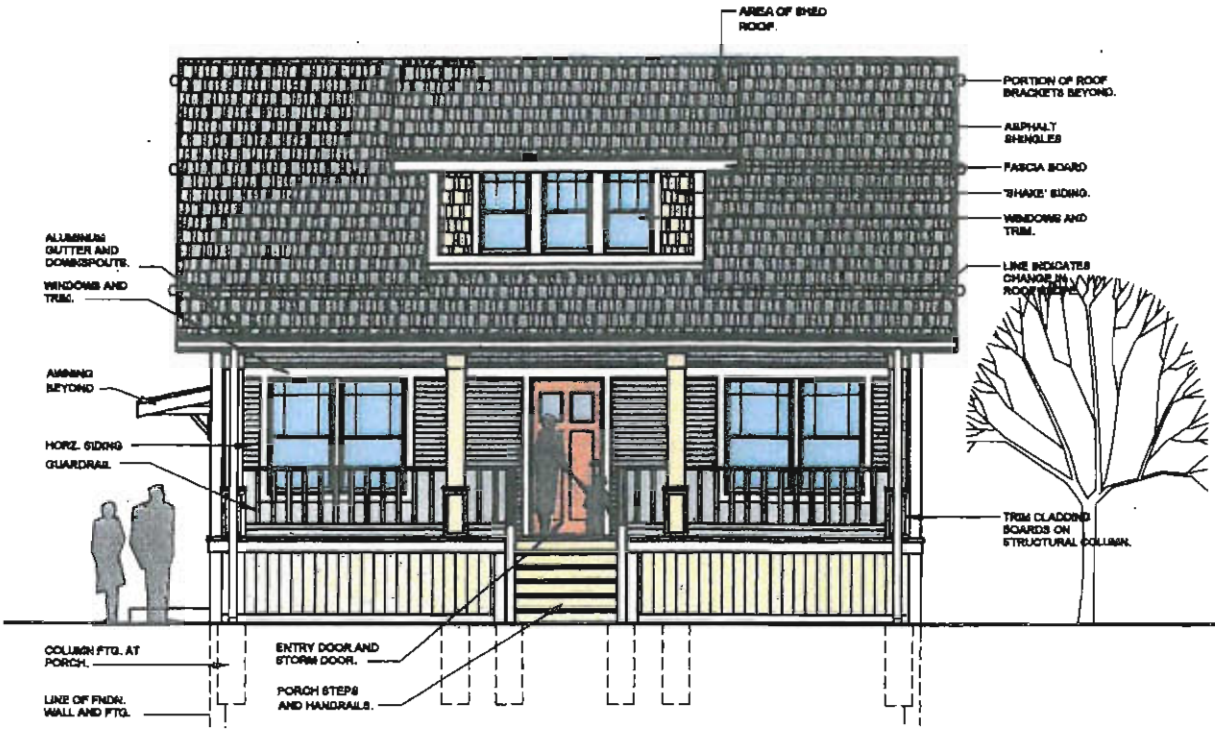
_____ _____
Joseph R. Peterson, Mayor

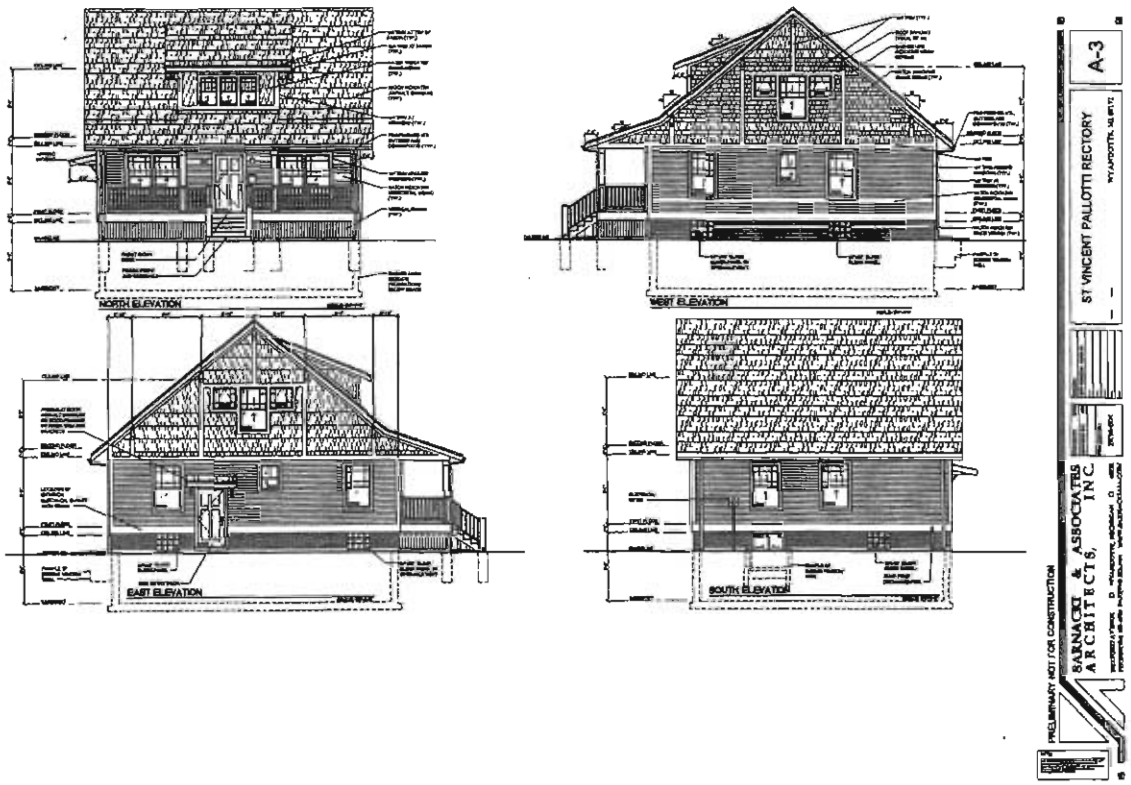
_____ _____
William R. Griggs, City Clerk
3200 Biddle Avenue
Wyandotte, Michigan 48192

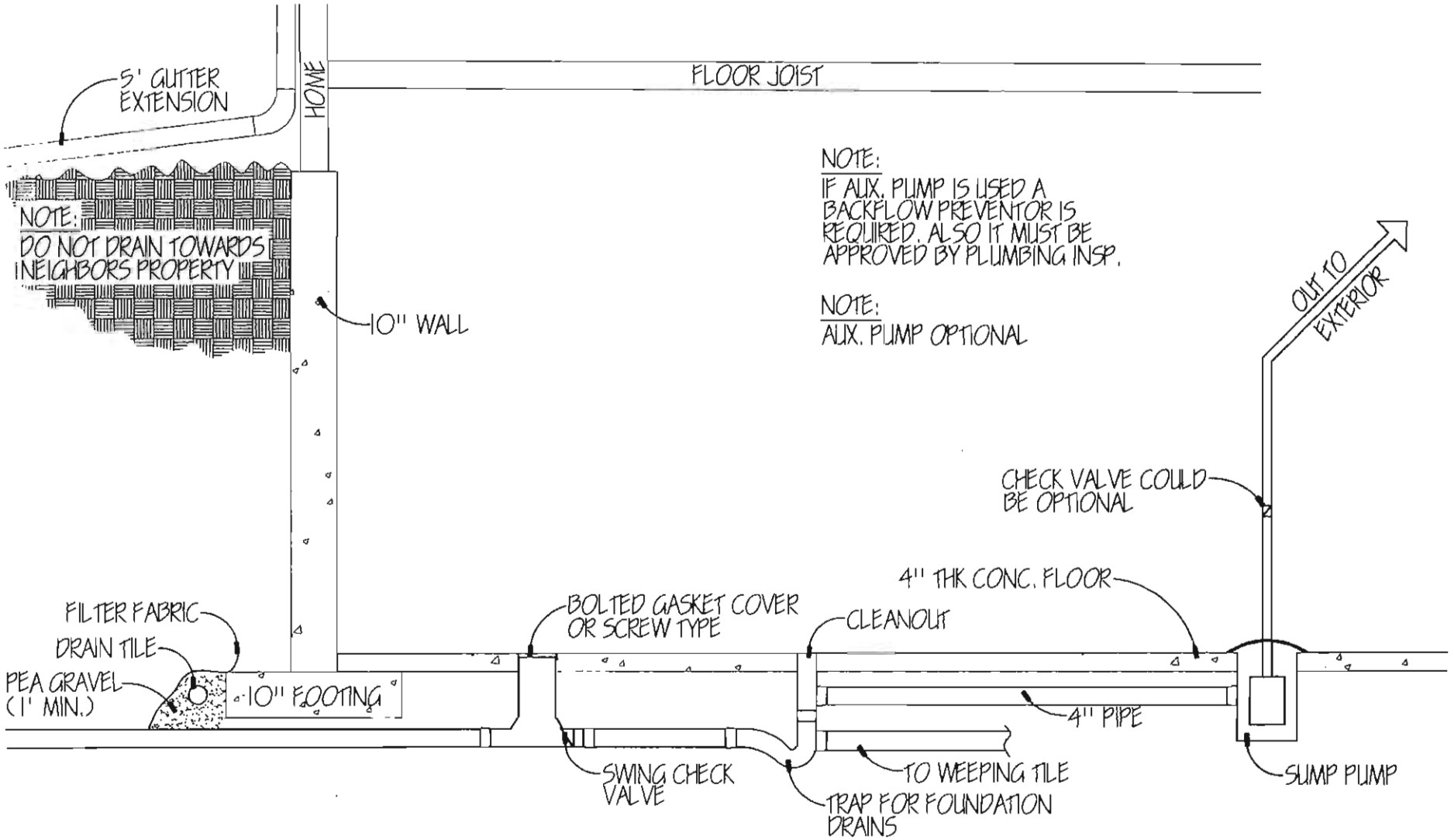
Dated: _____

Legal Department Approval _____

Attachment A





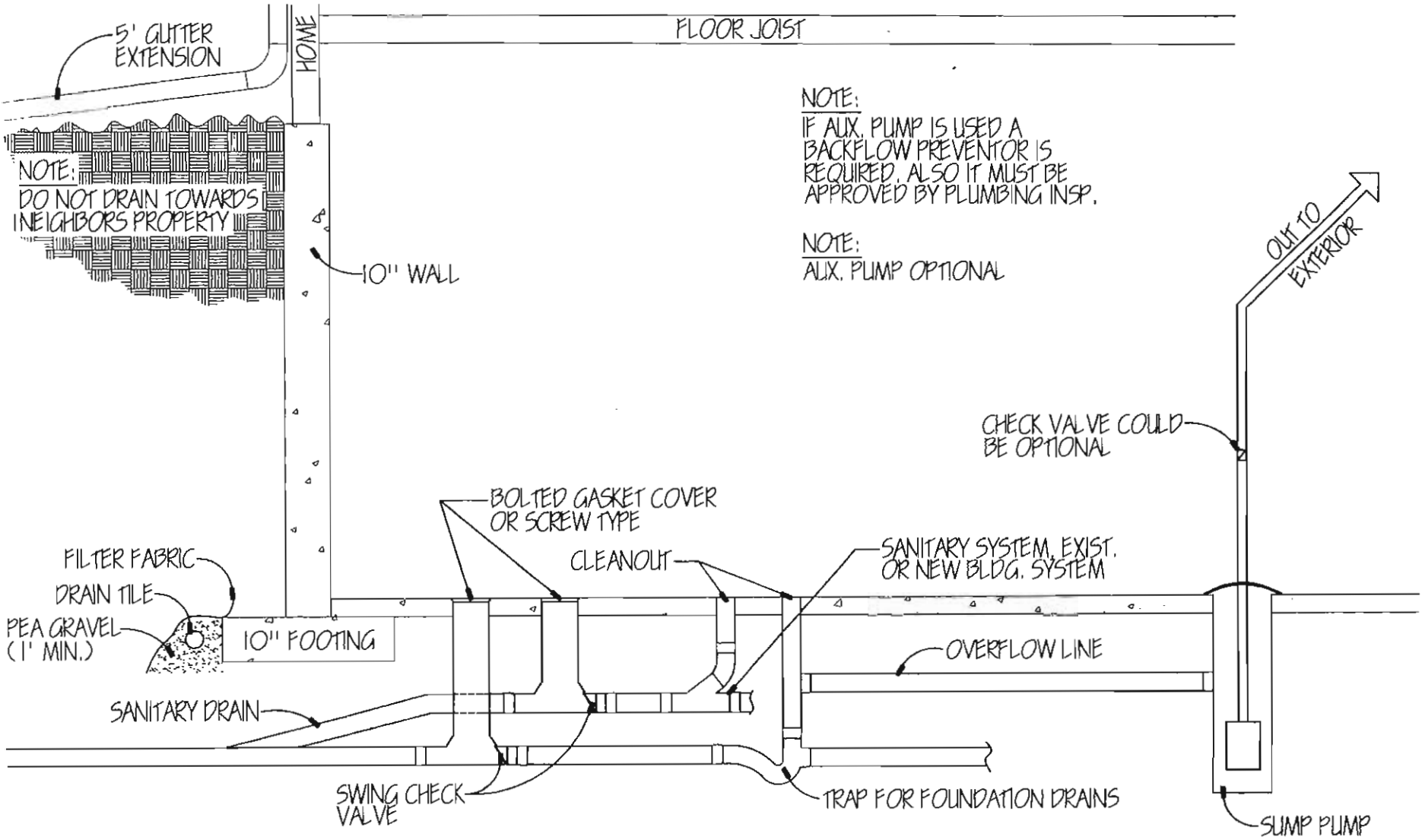


BACK WATER FLOW PREVENTER (EXAMPLE: A)

SCALE: N.T.S. FOR REFERENCE ONLY

DRAWN BY: DPL

Attachment B



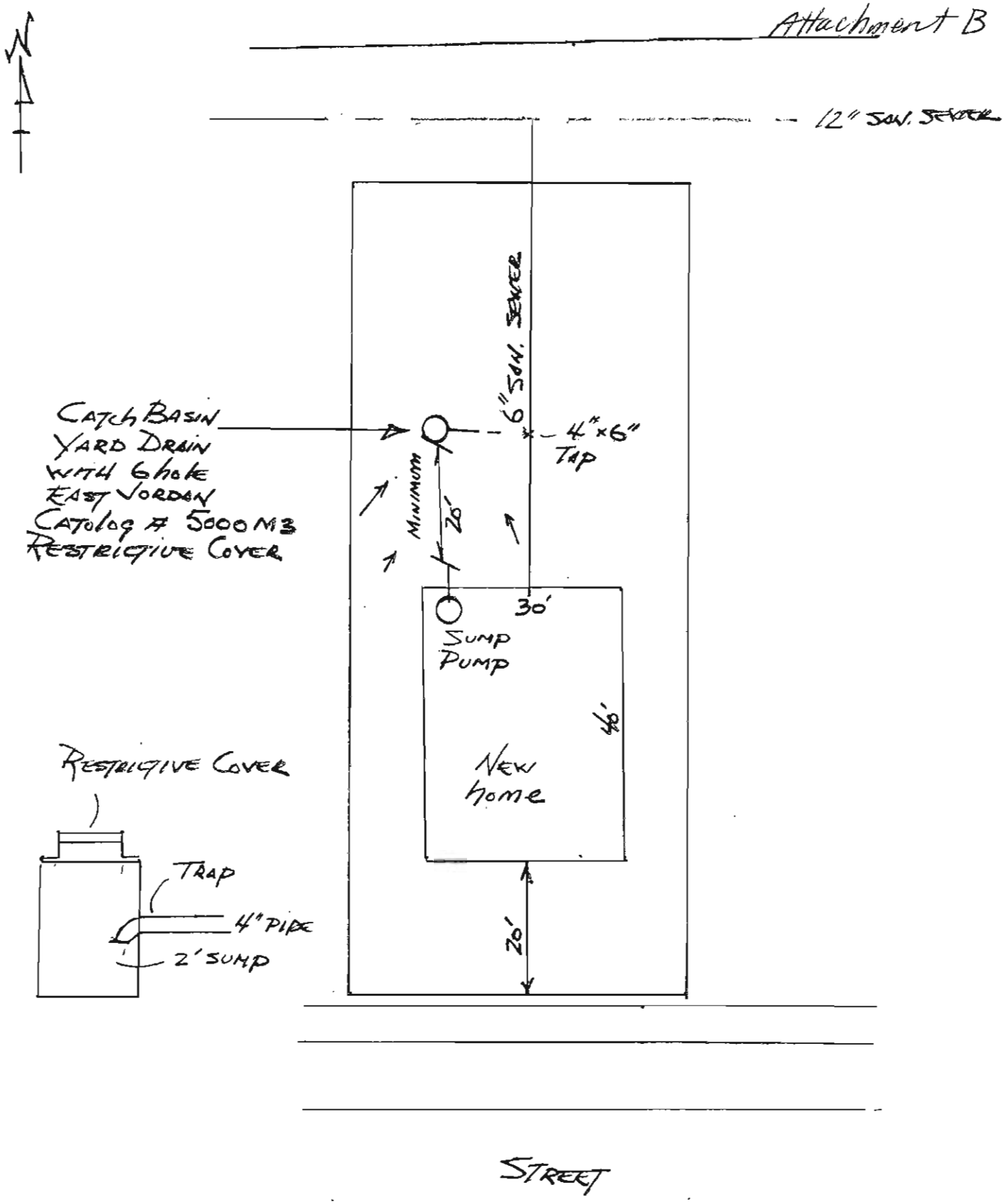
BACK WATER FLOW PREVENTER (EXAMPLE: B)

SCALE: N.T.S.-FOR REFERENCE ONLY

DRAWN BY: DPL

ATTACHMENT 13

Attachment B



NOTE: IF FIELD CONDITION WARRANT THE INSTALLATION OF A YARD DRAIN DUE TO POOR PERCOLATION OF SOIL OR A DRAINAGE PROBLEM WITH ADJACENT NEIGHBOR MAY BE ADDRESSED BY THE ENGINEER / BUILDER

3/20/07

Exhibit D

No. 5505
Engineer's Computation Pad

EXHIBIT E

USE AGREEMENT

This Use Agreement ("Agreement"), entered into as of the _____ day of _____, 2014, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT,** whose address is **1234 Washington Boulevard, Detroit, Michigan 48226,** ("Archdiocese") the City of Wyandotte, a Municipal corporation ("City"), whose address is 3200 Biddle Avenue, Wyandotte, Michigan 48192.

1. **The Property**. In consideration of the rents to be paid and other covenants and agreements to be performed hereunder, the Archdiocese permits occupancy and use by the City, for its own benefit and for the benefit of the general public, of the parking lot on the property situated in the City of Wyandotte, County of Wayne and State of Michigan, owned by St.Vincent Pallotti (St. Joseph Campus) between Elm Street and Maple Street between 3rd Street and 4th Street shown on the attached Attachment 1 ("Property"). The Property shall be used as a parking lot and for no other purpose. The Property shall be available for use by the public at all times except for those dates and times that St. Vincent Pallotti Parish (the "Parish") needs exclusive use of the Property, in its sole discretion, for Masses, funerals, weddings, and special Parish events at the St. Joseph Campus of the Parish. The Pastor of St. Vincent Pallotti Parish (the "Parish") and representatives of the City will cooperate in good faith to determine the shared use of the Property.

2. **Term**. The term of this Agreement shall be twenty (20) years, and shall automatically renew annually thereafter unless terminated by either party upon written notice delivered not less than ninety (90) days prior to the end of the then-current term.

3. **Rent**. The City agrees to pay to the Archdiocese, without demand, offset or deduction, as rental for the Property One Dollar ($1) for the term of this Agreement.

4. **Utilities**. The Parish shall pay all charges for all utilities used by the City or charged to the Property during the term of this Agreement.

5. **Compliance With Laws**. The Parish agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Property and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. The City shall not do or permit anything to be done in or about the Property that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall the City cause, maintain or permit any nuisance in, on or about the Property.

6. **Maintenance**. During the entire term of the Agreement, the Parish agrees, at its sole cost and expense, to maintain the entire Property and in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Property or fixture cannot be repaired). The Parish shall keep the Property in a clean, sanitary and safe condition at all times. In addition, the Parish shall be responsible for contracting for maintenance of the lawn and landscaping of the Property and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Property.

7. **Insurance**. The Archdiocese will procure and keep in effect during the term hereof commercial general liability insurance pursuant to its self-insurance program.

8. **Indemnity**. The City shall indemnify, defend (using counsel satisfactory to the Archdiocese in its reasonable discretion) and hold harmless the Archdiocese, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the pastor of the Parish, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the City's occupancy, condition, operation or use of the Property, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring in connection with the City's use of the Property, (iii) use or misuse of any portions of the Property by a the City or any of the City's respective agents, contractors, employees, visitors, and invitees, or (iv) the City's failure to perform its obligations under this Agreement. The obligations of the City under this Paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

9. **Assignment and Subletting**. The City covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the Property or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of the Archdiocese, which consent may be withheld by the Archdiocese in its sole and absolute discretion.

10. **Default**. The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Agreement by the City:

a. if the City shall fail to pay rent or any other sum when and as the same becomes due and payable;

b. if the City shall fail to perform or observe any other term hereof to be performed or observed by the City under this Agreement; or

c. if the City shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of the City or any material part of its properties.

11. **Remedies**. Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to the Archdiocese, the Archdiocese may, at his option, after providing to the City any notice required under Michigan Law, do one or more of the following:

a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon the Archdiocese's termination; or

b. Either with or without terminating this Agreement, the Archdiocese may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the Property or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Property and remove any and all of the City's property and effects from the Property; or

c. Perform for the account of the City any default of the City under this Agreement and

immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by the City under this Agreement.

12. **Controlling Law; No Other Agreement or Representatives; Time of Essence**. This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property hereunder. Time is of the essence in this Agreement.

13. **Non-Waiver; Modifications**. No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of all or part of a rent installment(s) due the Archdiocese hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

14. **Notices.** Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of the Archdiocese or the City, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Archdiocese at:

Pastor, St. Vincent Pallotti Parisb
334 Elm Street
Wyandotte, Michigan 48192

and

Director of Properties
Archdiocese of Detroit
1234 Washington Boulevard
Detroit, Michigan 48226

To the City at:

City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn: City Manager, City Clerk, City Administrator

15. **Successors and Assigns**. This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted

successors, representatives and assigns..

16. **Headings**. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

17. **Hazardous Materials**. The City will not use Hazardous Materials as hereinafter defined, on or at the Property. For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.),; (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq .; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

18. **Transfer of Property by the Archdiocese**. The Archdiocese reserves the right to sell, assign or otherwise transfer its interest in the Property without the City's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of the Archdiocese accruing from and after the date of such transfer and the City covenants and agrees to recognize such transferee as the Archdiocese under this Agreement.

19. **Severability; Authority**. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

IN THE PRESENCE OF:

_____

THE ARCHDIOCESE:

_____
Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit

IN THE PRESENCE OF:

_____

THE CITY:

City of Wyandotte, a Municipal corporation

By_____

Its:_____

ATTACHMENT #1

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 17, 2014 **AGENDA ITEM # 9**

ITEM: File #4631 – Cleaning and Televising Existing Sanitary and Storm Sewers 2014-2017

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 3-10-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: In accordance with the EPA Consent Decree for the Sewage Treatment Plant in Wyandotte the City's Operation & Maintenance (O & M) Work Plan was approved January 18, 2006. The O & M Work Plan requires the cleaning, televising and repair of all sewers in the City. The Engineering Department has solicited bids for the Cleaning and Televising of existing Sanitary and Storm Sewers for 2014-2017. The bid tabulation is attached. Based on past contracts, 1,000 to 2,000 hours of additional work for heavy cleaning and root cutting is expected for this project. Therefore, it is recommended that acceptance of the proposal from United Resources, LLC of Livonia, Michigan be accepted as the best proposal. The bid quantities reflect work as if the City received the SAW Grant that the City has applied for from MDEQ. Since the SAW Grant has not been awarded, to date, then the current budget permits an award of $110,000. If the SAW Grant is received a revised contract will be presented to City Council

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

ACTION REQUESTED: Approval of the contract with United Resources, LLC of Livonia, Michigan in the amount of in the amount of $110,000.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account No.590-200-926-310. The remaining work depends on the receiving the SAW Grant or additional budgeting in the 2015, 2016 and 2017 budget years.

IMPLEMENTATION PLAN: Once approved, United Resources, LLC will perform work.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: sDrydal

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Bid Tabulation

C

CLEANING AND TELEVISING EXISTING SANITARY AND STORM SEWERS YEARS 2014-2017

1. Terra Contractlng Services,LLC 5787 Stadium Drive Kalamazoo, MI 49009	Base bid amount $318,871.35	Extra work for Heavy Cleaning @ $ 374.55/ hr @ 500 hours = $187,275.00 Extra work for Heavy Cleaning @ $ 374.55/ hr @ 1000 hours = $374,550.00	Extra work for Root Cutting $ 395.66/hr @ 500 hours = $197,830.00 Extra work for Root Cutting $ 395.66/hr @ 1000 hours = $395,660.00	TOTAL INCLUDES BASE BID & EXTRA WORK $703,976.35 $1,089,081.35
2. United Resource, LLC 32940 Capitol Street Livonia, MI 48184	Base bid amount $383,235.15	Extra work for Heavy Cleaning @ $ 223.00/ hr @ 500 hours = $111,500.00 Extra work for Heavy Cleaning @ $ 223.00/ hr @ 1000 hours = $223,000.00	Extra work for Root Cutting $ 223.00/hr @ 500 hours = $111,500.00 Extra work for Root Cutting $ 223.00/hr @ 1000 hours = $223,000	TOTAL INCLUDES BASE BID & EXTRA WORK $606,235.15 $829,235.15
3. The Enviromental Quality Company 36255 Michlgan Avenue Wayne, MI 48184	Base bid amount $555,447.95	Extra work for Heavy Cleaning @ $ 165.00/ hr @ 500 hours = $82,500.00 Extra work for Heavy Cleaning @ $ 165.00/ hr @ 1000 hours = $165,000.00	Extra work for Root Cutting $ 165.00/hr @ 500 hours = $82,500.00 Extra work for Root Cutting $ 165.00/hr @ 1000 hours = $165,000.00	TOTAL INCLUDES BASE BID & EXTRA WORK $720,447.95 $885,447.95
4. AAA Flexible Pipe Cleaning Corporation 7277 Bessemer Avenue Cleveland,OH 44127	Base bid amount $627,745.66	Extra work for Heavy Cleanlng @ $ 350.00/ hr @ 500 hours = $175,000.00 Extra work for Heavy Cleaning @ $ 350.00/ hr @ 1000 hours = $350,000.00	Extra work for Root Cutting $ 350.00/hr @ 500 hours = $175,000.00 Extra work for Root Cutting $ 350.00/hr @ 1000 hours = $350,000.00	TOTAL INCLUDES BASE BID & EXTRA WORK $977,745.66 $1,327,745.66
5. Advanced Underground Inspection 38657 Webb Drive Westland, MI 48185	Base bid amount $849,694.53	Extra work for Heavy Cleaning @ $ 255.00/ hr @ 500 hours = $127,500.00 Extra work for Heavy Cleaning @ $ 255.00/ hr @ 1000 hours $255,000.00	Extra work for Root Cutting $ 255.00/hr @ 500 hours = $127,500.00 Extra work for Root Cutting $ 255.00/hr @ 1000 hours = $255,000.00	TOTAL INCLUDES BASE BID & EXTRA WORK $1,104,694.53 $1,359,694.53

NOTE; LOWEST BID RECEIVED IS UNITED RESOURCES,LLC INCLUDING THE BASE BID AND 500 HOURS OF HEAVY CLEANING AND ROOT CUTTING EACH AT $ 606,335.15 DOLLARS AND INCLUDING THE BASE BID AND 1000 HOURS HEAVY CLEANING AND ROOT CUTTING EACH AT $ 829,235.15 DOLLARS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 17, 2014

RESOLUTION by Councilperson_____

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the City Engineer regarding File #4631 – Cleaning and Televising Existing Sanitary and Storm Sewers 2014-2017 and accepts the proposal from United Resources, LLC of Livonia, Michigan in the amount of $110,000 to be paid from account no. 590-200-926-310 as a initial budget of $110,000, the remaining work depends on the receiving the SAW Grant or additional budgeting in the 2015, 2016 and 2017 budget years;

FURTHER as conditions of acceptance: 1. A water truck is required to be utilized during additional work for heavy cleaning and root cutting; and 2. A 120 gallon/minute vactor truck to be utilized during execution of contract; AND

BE IT FURTHER RESOLVED that the bid bonds be returned to the unsuccessful bidder by the City Clerk and all bid checks be returned to the unsuccessful bidder by the City Treasurer.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
____	Fricke	____
____	Galeski	____
____	Miciura	____
____	Sabuda	____
____	Schultz	____
____	Stec	____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 17, 2014 **AGENDA ITEM # 10**

ITEM: Electronic Collection Center

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 3-12-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Bacon Memorial District Library is offering electronics collection at the Bacon Library for area residents, schools and businesses on Wednesday, April 23, from 7:30 a.m. to 10:30 a.m.

Please refer to the attached flyer for more information on acceptable materials. This information will be placed on the City's website.

STRATEGIC PLAN/GOALS: The City is committed to protect and manage our natural resources vigorously by managing our natural resources, river and creeks, wildlife, and parks wisely. They are precious to us and by careful stewardship they may be enjoyed by future generations

ACTION REQUESTED: No actions required

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Post notice on City's website

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: JDingdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Flyer with information regarding event

BACON MEMORIAL DISTRICT LIBRARY

Your key to the past, present, and future

Electronics Recycling Collection Event

Wednesday, April 23rd, 2014 – 7:30AM to 10:30AM

Materials Accepted

- Computers & Laptops
- Monitors & Televisions
- Networking (Hubs/Switches/Routers)
- Phones (Home/Office/Cellular)
- Printers/Fax/Copiers/Scanners
- Appliances (Cannot Contain Freon)
- Household Electronics (Alarm clocks, Stereos, Blenders, etc.)
- Wires & Cabling
- Metals & Metal Fixtures
- Gaming Systems
- Servers
- Circuit Boards
- Hard Drives & PC Components
- Power Tools & Landscape Equipment
- Cameras
- Car Batteries

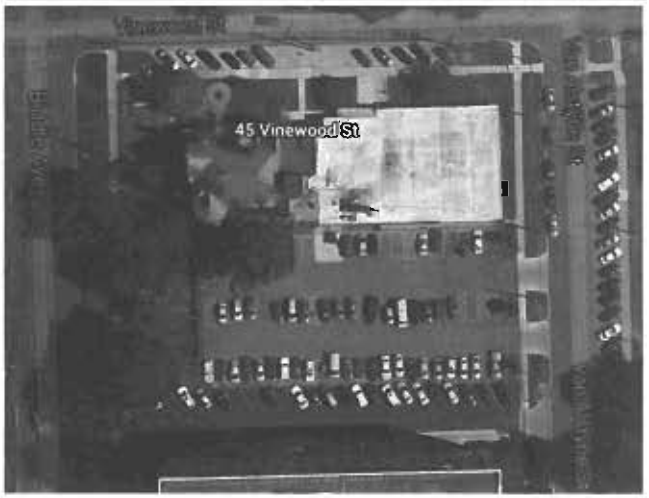
Why Recycle Your Electronics?

Your everyday gadgets have circuit boards, cathode ray tubes, or other electronic components that contain hazardous materials such as lead, mercury, and cadmium. Recycling your unwanted electronic items keeps these hazardous materials out of landfills and developing countries.

GreenTech Recyclers

Bacon Memorial District Library

45 Vinewood Street – Wyandotte, MI. 48192



ALL SENSITIVE DATA YOUR EQUIPMENT MAY CONTAIN WILL BE COMPLETELY DESTROYED. ALL EQUIPMENT IS RECYCLED ACCORDING TO EPA, STATE, AND FEDERAL GUIDELINES AND REGULATIONS. A CERTIFICATE OF RECYCLING WILL BE PROVIDED TO YOU.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 17, 2014

RESOLUTION by Councilperson_____

BE IT RESOLVED by the City Council that the communication from the City Engineer regarding the Bacon Memorial Library Electronics Collection is hereby received and placed on file;

AND BE IT FURTHER RESOLVED that said be placed on the City's website.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
____	Fricke	____
____	Galeski	____
____	Miciura	____
____	Sabuda	____
____	Schultz	____
____	Stec	____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 17, 2014 **AGENDA ITEM # 11**

ITEM: Department of Engineering – Proposal to Vacate and Abolish a Public Alley

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 3-10-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The fifteen (15) foot wide public alley south of Goodell Street from Biddle Avenue to the public alley west of Biddle Avenue, abuts the south property line of the commercial property known as 1158 Biddle Avenue. Property owners at 1158 Biddle Avenue through the years have used this public alley as part of the business operations. This public alley is without sewer, water, electrical, or any other utility passing over or under said alley right-of-way. Since there are no utilities in this public alley, and it has been historically used a part of the abutting property at 1158 Biddle Avenue, it is recommended that the public alley be vacated and abolished. The alley is within the same subdivision as 1158 Biddle Avenue and therefore would become part of that property. The current property owner of 1158 Biddle Avenue, Walter Fronzak, is in favor of this alley vacation.

The Department of Legal Affairs has prepared the necessary resolution setting a hearing of objections to proceed with vacating and abolishing the public alley.

STRATEGIC PLAN/GOALS: This proposed improvement is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that new developments will have a positive impact on the abutting neighborhood, and promotes infrastructure improvements associated with new developments.

ACTION REQUESTED: Determine that vacating and abolishing the public alley is a necessary and beneficial public improvement and adopt the prepared resolution setting the time and date for a public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The alley vacation and abolishment will have no budget implications.

IMPLEMENTATION PLAN: If approved by Council, authorize the City Clerk to give notice of the hearing of objections in accordance with the City Charter and set the time and date for the public hearing.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: [illegible]

LEGAL COUNSEL'S RECOMMENDATION: W Sook

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Proposed Resolution for setting the Hearing of Objections and Notice of Hearing of Objections

RESOLUTION

Wyandotte, Michigan
March 17, 2014

RESOLUTION BY COUNCILPERSON _____

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE.

That it is a necessary public improvement for the health, welfare, comfort and safety of the People of the City of Wyandotte, and is deemed advisable to vacate and abolish the following land as a public alley in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The fifteen (15) foot wide east-west public alley south of Goodell Street between Biddle Avenue and the public alley west of Biddle Avenue abutting Lot 19 "Noah LeBlanc's Biddle Ave. Sub." of Part of Fractional Sects. 20 and 21, T. 3 s, R., 11 E., City of Wyandotte, Wayne Co. Michigan as recorded in Liber 56 of Plats, Page 87, Wayne County Records.

RESOLVED FURTHER, that this Council will meet on Monday, _____, 2014, at 7:00 p.m., in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, in said City, to hear objections to the proposed vacation and abolishing of said described land as a public alley.

RESOLVED FURTHER, that the City Clerk shall give notice of such meeting, with a copy of this Resolution, in a newspaper published and circulating in said City, in accordance with the provisions of the City Charter.

I move the adoption of the foregoing Resolution.

Councilperson _____

Supported by Councilperson _____

YEAS	COUNCILPERSON	NAYS
____	Fricke	____
____	Galeski	____
____	Miciura	____
____	Sabuda	____
____	Schultz	____
____	Stec	____
	Absent _____	

NOTICE OF HEARING OF OBJECTIONS TO THE
PROPOSED VACATING AND ABOLISHING OF AN ALLEY
IN THE CITY OF WYANDOTTE

March ____, 2014

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte has heretofore determined that it is advisable and necessary to vacate and abolish the public alley known as the east-west public alley south of Goodell Street between Biddle Avenue and the public alley west of Biddle Avenue in the City of Wyandotte, Wayne County, Michigan.

That said Council will meet on Monday, _____, 2014, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to the proposed vacation and abolishment of said described land as a public alley, in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

> The fifteen (15) foot wide east-west public alley south of Goodell Street between Biddle Avenue and the public alley west of Biddle Avenue abutting Lot 19 "Noah LeBlanc's Biddle Ave. Sub." of Part of Fractional Sects. 20 and 21, T. 3 s, R., 11 E., City of Wyandotte, Wayne Co. Michigan as recorded in Liber 56 of Plats, Page 87, Wayne County Records.

Dated at Wyandotte, Michigan, this _____ day of _____, 2014.

WILLIAM R. GRIGGS
City Clerk
City of Wyandotte

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 17, 2014 **AGENDA ITEM # 12**

ITEM: Dangerous Structure at 2927-2929 Biddle Avenue, Wyandotte

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 3-12-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Engineering Department has been seeking compliance from the property owners since June 5, 2013, to complete the demolition of the structure at 2927-2929 Biddle Avenue (See Attachments). On July 8, 2013, February 5, 2014, and March 10, 2014, Show Cause Hearings were held in the Engineering and Building Department regarding the removal of the remaining portion of this building. Attached is the letter of violation and minutes of the Hearings.

At the last two (2) hearings it was determined that the structure and premises are in a state of dilapidation and deterioration from the fire and incomplete demolition making the structure unsafe. The structure and premises were ordered to be demolished on or before March 7, 2014. As of today's date, the order has not been complied with.

Therefore in accordance with Section PM-107.6 Filings of findings, the undersigned requests that your Honorable Body set a hearing to show cause why the structure should not be demolished in accordance with Section PM-107.7 Council Action, of the Wyandotte Property Maintenance Code.

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

ACTION REQUESTED: Schedule Show Cause Hearing to determine if property should be demolished.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Schedule Show Cause Hearing and proceed as resolved.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: Sluydale

LEGAL COUNSEL'S RECOMMENDATION: W Sook

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Violation Letter, Show Cause Hearing Minutes of July 8, 2013, February 5, 2014 and March 10, 2014.

Show Cause Hearing Minutes **Page 1 of 1**
2927-2929 Biddle
March 10, 2014

PRESENT: Mark Kowalewski, City Engineer
Claude Marcoux, Building Inspector
Kelly Roberts, Secretary

The Hearing was called to order at 10:15 a.m. by Mark A. Kowalewski, City Engineer.

Mr. Kowalewski indicated that Mr. Cade called and could not appear at this hearing. Mr. Kowalewski indicated that notices were also sent to Mr. Everett Sollars and Mr. Brian Sollars, interested parties, and neither of them have appeared.

Mr. Marcoux indicated that there is no change in the building since the last hearing of February 5, 2014.

Mr. Kowalewski indicated that Mr. Cade stated, on the phone, that he is in the process of securing additional bid prices for demolition. Mr. Kowalewski indicated that any company hired should secure a Demolition Permit from the Engineering Department. Mr. Cade indicated that he would have a permit secured within a week.

Mr. Kowalewski stated that since the Order to Demolish the building at 2927-2929 Biddle has not be complied with, this matter will be referred to the City Council for a Show Cause Hearing.

cc: King Cade, LLC, 2935 Biddle Avenue, Wyandotte, MI 48192
Everett Sollars, 2930 Van Alstyne, Wyandotte, MI 48192
Brian Sollars, 26993 Reaume Rd., Woodhaven, MI 48138
Lawrence Mangindin, LM Engineering, LLC, 25315 Dequinder Rd., Masion Hts., MI 48071
Kurt Kobijak, 2915 Biddle Avenue, Wyandotte, MI 48192

OFFICIALS

William R. Griggs
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
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

February 26, 2014

Certified Mail
First Class Mail

King Cade, LLC
2935 Biddle Avenue
Wyandotte, MI 48192

Everett Sollars
2930 Van Alstyne
Wyandotte, MI 48192

Brian Sollars
26993 Reaume Road
Woodhaven, MI 48138

RE: 2929 Biddle Avenue
Wyandotte, Michigan

Dear Property Owner:

On February 5, 2014, it was ordered that the structure and premises at 2929 Biddle Avenue must be demolished by March 7, 2014. In September, 2012, a demolition permit was secured for this demolition, but has not been completed. The incomplete demolition has created a public nuisance. This has left the structure and premises in a state of dilapidation and deterioration from the fire and incomplete demolition. Be advised of the following sections of the City of Wyandotte Property Maintenance Code:

PM-108.1.1 Unsafe structure: An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is likely.

PM-110.1 Demolition General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

King Cade, LLC
2935 Biddle Avenue
Wyandotte, Michigan 48192

Everett Sollars
2930 Van Alstyne
Wyandotte, MI 48192

Brian Sollars
26993 Reaume Road
Woodhaven, MI 48138

RE: 2929 Biddle Avenue
Wyandotte, Michigan 48192

Due to the above described conditions at 2929 Biddle Avenue, the undersigned deems the structure and premises to be unsafe per Section PM-108.1.1. You have been ordered to demolish the structure and premise at 2929 Biddle Avenue in accordance with Section PM-110.1. Failure to do so by 12:00 noon, Friday, March 7, 2014, will result in this Department proceeding with Section PM-107.3 wherein the cost of demolition shall be completed by the City and charged against the property as a lien.

> Section PM-107.3 Disregard of Notice: Upon refusal or neglect of the persons (s) served with the notice to comply with the requirements of the order a show cause hearing shall be held.

Therefore, if demolition is not completed by March 7, 2014, a Show Cause Hearing is scheduled for Monday, March 10, 2014, at 10:00 a.m. at 3200 Biddle Avenue, Suite 200, Wyandotte, to determine why the order of demolition was disregarded and demolition is not completed.

Thank you for your prompt cooperation in this matter. If you have any questions, kindly contact the undersigned at 734-324-4554, or by email at mkowalewski@wyan.org.

Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr

cc: Lawrence Mangindin, LM Engineering, LLC, 25315 Dequindre Road, Madison Heights, MI 48071
Kurt Kobiljak, 2915 Biddle Avenue, Wyandotte, MI 48192
Jeff Carly, Fire Chief

PRESENT: Mark A. Kowalewski, City Engineer
Claude Marcoux, Building Inspector
Josh Cade, King Cade LLC (owner)
Kurt Kobiljak, owner of adjacent building
Peggy Green, Secretary

The Hearing was called to order at 8:45 a.m. by Claude Marcoux, Building Inspector.

Mr. Kowalewski asked Mr. Cade if there were any other owners of the property besides himself. Mr. Cade replied no.

Mr. Kowalewski asked the status of the insurance claim. Mr. Cade replied that it still is not settled.

Mr. Kowalewski stated that at the last meeting held on July 8, 2013, the City was informed that plans would be submitted. Mr. Cade stated that he has a conceptual drawing, but not a construction drawing.

Mr. Cade explained that the architect was supposed to be at this hearing, but he was running late.

Mr. Kowalewski stated that this has been going on for 1-1/2 years and it needs to be torn down. Mr. Cade stated that he felt that what is there now is better looking than an empty lot.

Mr. Kobiljak stated that he needs to clean up the south wall of his building at an estimated cost of $35,000. There is still a smoke smell that percolates throughout the building and it especially impacts the bridal salon's basement, especially in the warm weather.

Mr. Cade and Mr. Kobiljak discussed the fire wall and how it is holding up the façade.

Mr. Kowalewski stated that he can't give any more time, it is going to start getting warm and Mr. Kobiljak will have the smell, and citizens continue to ask when something is going to be done. Mr. Kowalewski added that it is not fair to Mr. Kobiljak.

Mr. Cade stated that the wall is coming down.

Mr. Marcoux and Mr. Kobiljak discussed cleaning the wall (Mr. Kobiljak's) and other issues. Mr. Kobiljak stated again that it will cost around $35,000, and this is the last part of their insurance.

Mr. Kowalewski said that the building needs to be torn down, or the City will have to do it. Mr. Kowalewski continued that the demolition needs to be completed within 30 days.

Mr. Cade and Mr. Kobiljak discussed access to the basement wall. Mr. Kobiljak stated that would be helpful.

Mr. Cade discussed insurance issues with Mr. Marcoux.

Mr. Marcoux asked what was going to be done when the building was down. Mr. Kowalewski stated that it has to be graded, top soil and seeded.

Mr. Cade discussed the northeast corner of Biddle and Eureka. Mr. Marcoux stated that work should begin there in late spring.

Mr. Kowalewski stated that either a ticket can be issued or it can be torn down. Mr. Cade stated that he will tear it down, he is just in a bad spot.

Mr. Kowalewski ordered the building demolished within 30 days (March 7, 2014), if not, it will be referred to City Council for a public hearing for demolition. Mr. Marcoux added that if it goes to City Council, it will be put out for bid, and a lien will be placed against the property.

Mr. Kowalewski informed Mr. Cade that the City has used ProExcavation, Homrich, and 21st Century for demolition contractors. Mr. Marcoux reminded Mr. Cade to inform the demolition contractor that the property owner next door wants to get access to his basement.

Cc:
King Cade, LLC
2935 Biddle
Wyandotte, MI 48192

Lawrence Mangindin
LM Engineering, LLC
25315 Dequindre Road
Madison Heights, MI 48071

Kurt Kobiljak
2915 Biddle
Wyandotte, MI 48192

Jeff Carley, Fire Chief

PRESENT: Mark A. Kowalewski, City Engineer
Claude Marcoux, Building Inspector
Josh Cade, King Cade LLC (owner)
Lawrence Mangindin, P.E., LM Engineering, LLC
Jeff Carley, Fire Chief
Peggy Green, Secretary

The Hearing was called to order at 9:00 a.m. by Claude Marcoux, Building Inspector.

Mr. Kowalewski asked Mr. Cade if he was the owner. Mr. Cade replied that he owns the lot.

Mr. Marcoux stated that there was a fire at the building last year. Mr. Cade stated that was correct, June 10, 2012.

Mr. Marcoux stated that a fire demolition permit was secured in September 2012. There is a City Ordinance regarding demolition permits, it is only good for 30 days, the lot must be restored and the foundation removed, lot graded and seeded. Almost a year has passed and this has not been done. Mr. Marcoux added that no permits have been applied for, except they had inquired about a permit for floor joist repair in the adjoining building, and they needed a code review before issuing this permit. Mr. Marcoux indicated that Mr. Cade requested this show cause hearing.

Mr. Cade stated that he has hired Lawrence Mangindin to build the new building. They did not want to gravel the lot and have to dig it up. Mr. Cade continued that the walls are secure, and they want to leave them up.

Mr. Marcoux stated that he understood that they wanted to leave the walls up, but the Department of Engineering and Building has to make sure the walls are structurally sound, the front wall is the main concern.

Mr. Mangindin stated that he personally did a site survey yesterday, and he has no concerns with the front or rear wall falling. There are some gaps in the rear wall that need to be braced to make sure that it is more solid. Mr. Marcoux added that the rear walls needs to be boarded. Mr. Marcoux stated that the Department of Engineering and Building will need something in writing by Wednesday, July 9, 2013, stating that the front and rear walls are safe. Mr. Mangindin indicated that the walls are laterally still connected and are still strong.

Mr. Kowalewski stated that the Department of Engineering and Building will need a letter stating that the walls are structurally sound and the letter needs to be sealed.

Mr. Kowalewski asked if they had a time frame for the site plan, elevations, floor plan, etc.

Mr. Mangindin stated that they will submit a site plan package, and will submit whatever the City wants, and will come to the Department of Engineering and Building every step of the way.

Mr. Cade stated that the holdup has been insurance issues. He wants to build a bar mall, two story commercial structure, he is trying for tax credits, and he projects the drawings being ready in approximately 4 months.

Mr. Mangindin added that they are already in progress before the insurance has been settled, they are moving forward so when everything is approved, they will have a design to go with.

Mr. Marcoux discussed having residential upper and zoning variances would be required, and also, would require approval of the Planning Commission. Mr. Cade stated that he is not sure they would do that, there is not a big demand and it is costly.

There was discussion regarding requirements for a new building, and about building a balcony over the alley.

Mr. Cade asked about beautifying the parking lot and moving the dumpster. Mr. Kowalewski stated that he would have to address the DDA Board about that, they meet on the second Tuesday of every month at 5:30 p.m., in the City Council Chambers. Mr. Cade would need to send them a letter to get on the agenda.

Mr. Marcoux asked if they would be starting construction Spring 2014. Mr. Cade replied he would probably agree with that.

Mr. Kowalewski stated that the attorneys next door had concerns, but they did not show up at the meeting or call.

Mr. Cade asked about a different dumpster pickup. Mr. Kowalewski stated that all the businesses would have to agree to that.

Mr. Kowalewski stated that a building permit application should be submitted by January 15, 2014, or it will be recommended to the City Council for demolition.

Mr. Kowalewski reminded Mr. Mangindin and Mr. Cade that the letter stating that the walls are structurally sound, needs to be submitted tomorrow, and the letter needs to be sealed.

Mr. Marcoux asked the Fire Chief if he had any concerns. Mr. Carley replied not until he sees the plans.

Mr. Kowalewski asked Mr. Cade since the attorney did not show up or call, could he give him his (Mr. Cade's) phone number. Mr. Cade replied that would be no problem.

Meeting adjourned at 9:30 a.m.

July 9, 2013 10:05 a.m.

Curt Kobiljak, 2915 Biddle, came to see Mr. Kowalewski. He owns the building to the north. His concern is that he still smells smoke between the two walls. He wants to remove LTB's wall to make repairs to his wall. Mr. Kowalewski gave Mr. Kobiljak Mr. Cade's phone number to work out the details.

Attached letter was received July 9, 2013.

Cc:
King Cade, LLC
2935 Biddle
Wyandotte, MI 48192

Lawrence Mangindin
LM Engineering, LLC
25315 Dequindre Road
Madison Heights, MI 48071

Curt Kobiljak
2915 Biddle
Wyandotte, MI 48192

LM Engineering, LLC
2357 Topaz Drive, Troy, MI 48085
(248) 672-1895

July 9, 2013
LME Project No. 1307

Re: Structural assessment of existing walls
Lions Tigers and Beers
2929 Biddle Ave.
Wyandotte, MI 48192

Mr. Cade

Per your request, I have conducted a visual inspection of the front (Biddle St) and rear walls at the above address on July 6, 2013.

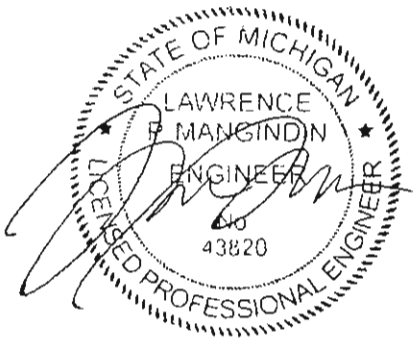
ITEM 1:
The existing wall at the Biddle Street side is the original front facade of the LTB building. It spans horizontally from the 2915 (Bella Donna) building to the 2937 structure. All loose attachments that were exposed on the Biddle Street side have been removed. At this point, it has been up for over one year after the fire damage.

In my professional opinion, this wall has sufficient strength to withstand normal horizontal loads and no additional bracing is required at this time.

ITEM 2:
The temporary wall at the rear consists of 2x4 wall studs and plywood. This is was intended to prevent public access to the interior of the burned building for safety reasons. Due to the horizontal length of this wall (approximately 50ft), it may become unstable due to high wind gust or sudden impact.

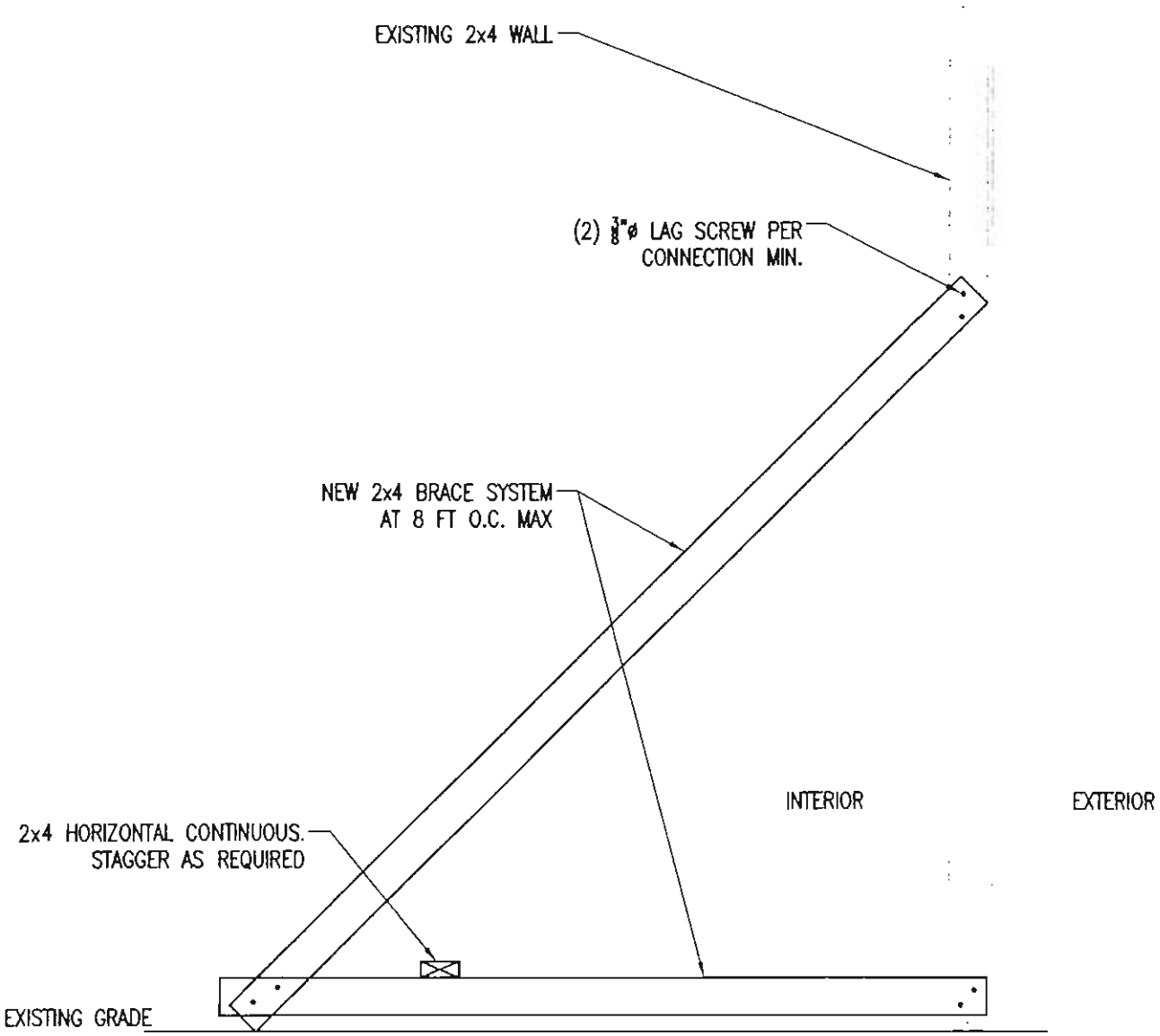
I recommend reinforcing this wall with additional 2x4 brace kickers located from the interior side. The additional bracing shall be placed at 8 ft o.c. max. Refer to sketch S-1 for more information.

Sincerely,
Lawrence Mangindin, P.E.



7-9-13
expires: 10/31/14

Attachment: Sketch S-1



A

TYPICAL WALL BRACING

SCALE: 3/4" = 1'-0"

LM Engineering
Structural Engineering
25315 DEQUINDRE RD
MADISON HEIGHTS, MI 48071
(248) 672-1895
LM-Engineering.net

Project:

LTB TEMP WALL BRACE
2929 BIDDLE ST
WYANDOTTE, MI 48192

Issue:	CONSTRUCTION
Approved:	LPM
Date:	7-9-13
Project no:	1307

S-1

OFFICIALS

William R. Griggs
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
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

June 19, 2013

King Cade, LLC
2935 Biddle
Wyandotte, MI 48192

RE: 2929 Biddle
Wyandotte, Michigan

This letter is to inform you, that at your request, a **Show Cause Hearing** has been scheduled for Wednesday, July 3, 2013 at 8:00 a.m. regarding the demolition of the above described property. The hearing will be held in the Department of Engineering and Building.

If you cannot attend this Hearing at the time and date specified above, please contact the undersigned at 734-324-4569 or cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux
Building Inspector
CM/pg

Enclosure: Letter dated June 5, 2013

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR

MAYOR
Joseph R. Peterson

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Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

June 5, 2013

FIRST CLASS MAIL
CERTIFIED MAIL

King Cade, LLC
2935 Biddle.
Wyandotte, MI 48192

RE: 2929 Biddle – demolition permit

Dear Owner:

The condition of the property at 2929 Biddle is in violation of the City of Wyandotte Code of Ordinances Section 7-22, as you being the property holder of this project that was demolished, you are responsible to comply with the following.

Section 110.3 Lot regulation: Whenever a structure is demolished or removed, in accordance with Section 3310.0, the premises and adjoining public way shall be maintained free from all unsafe or hazardous conditions by the proper regulation of the lot and restoration of established grades and abutting right-of-way to the approval of the code official.

Section 110.4 Time restriction: Upon commencing the demolition of a structure, the work shall be continuous during regular working hours, and the structures, including the basement and foundation, shall be completely removed and the site filled, cleared of debris, and graded within thirty (30) days of the issuance of a demolition permit, except that for reasonable cause, the code official may grant one or more extensions of time for additional periods not exceeding thirty (30) days each, the amount of additional time to be endorsed in writing upon said demolition permit.

Section 3310.3 Backfill: Site backfilling shall be completed within five (5) working days of the removal of demolished building material and debris. Failure, for any reason, to backfill the site as specified will require that the person causing the demolition or excavation install protective fencing around the site to the satisfaction of the code official. The person causing said demolition or excavation shall maintain the fencing to insure the purpose is being accomplished. As soon as practical, or at the direction of the code official, the fencing shall be removed and the site properly backfilled the same day.

Backfill shall be clean fill dirt, free from broken concrete, stones, wood and other miscellaneous debris. Documentation shall be submitted by the person causing the demolition or backfilling certifying that the fill dirt is non-contaminated and non-hazardous and stating the source of the fill dirt. This must be approved by the code official before backfilling operations may being.

All backfill shall be compacted by a dozer in approximately 12" lifts.

Section 3310.4 Final grading: All debris and building materials shall be completely removed from the premises. The property shall be smoothly graded and left in a neat condition with no low spots in which water might stand. Any damage to adjacent property or abutting public right-of-way, including sidewalks, occurring during the demolition or excavation shall be repaired by the person causing said demolition or excavation at his or her own expense.

Therefore since one (1) year has passed since the demolition of the building the City of Wyandotte is requiring compliance of the above sections of the code of ordinances by July10, 2013. If a building permit is issued and work begins on the project prior to July 10, 2013, the above order may be rescinded. You may also have a modification or withdrawal of this order by requesting a Show Cause Hearing to be held. If you have any questions feel free to contact the undersigned at 734-324-4569 or cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux
Building Inspector

w/claude/2929 Biddle demolition

NOTE: This search must be paid in full upon time of delivery

Minnesota Title Agency

Main Office-Title Dept.
32500 Schoolcraft Road
Livonia, MI 48150
(734) 421-4000
Fax (734) 421-0047

Allen Park Office-Escrow Dept.
7326 Allen Road
Allen Park, MI 48101
(313) 381-6313
Fax (313) 381-7901

TITLE SEARCH CERTIFICATE

File No: **341875**

Statement furnished to: William R. Look, Atty.
Certified to: January 20, 2014 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI 48192

Lot 3, Block 31, Corrected Plat Of Blocks 19, 20, 30 And 31 , as recorded in Liber 1, Page 297 of Plats, Wayne County Records.

2929 Biddle Ave

We have examined the records of the Register of Deeds Office for Wayne County, Michigan, and find there are no conveyances, liens or encumbrances affecting the above described property recorded from January 31, 2006 at 8:00 A.M. to January 20, 2014 at 8:00 A.M. except the following:

Last Deed Holder of record: LTB Holdings LLC, a Michigan Limited Liability Company

TAXES: Item No(s). 57-011-03-0003-000
2013 City paid $2,545.94 (includes $49.48 Snow removal, $51.83 Street scape and $575.71 Street scape)
2013 County due $688.11 plus interest and penalty, if any

ASSESSMENTS: None.

Subject to taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.

In consideration of the reduced rate at which this Certifieate is furnished it is understood that the information contained herein is only such as may be obtaincd in the office of the Register of Deed in Wayne County and the liability is limited to the amount of premium paid for said search.

MINNESOTA TITLE AGENCY

Michael A. Cuschieri

Michael A. Cuschieri or John C. Cuschieri

017088 JAN 31 2006

Li-44169 Pa-128
206090022 1/31/2006 09:00AM
Bernard J. Youngblood
Wayne Co. Register of Deeds

GR-CO

STATE OF MICHIGAN
WAYNE COUNTY
MARCH 8, 2005
RECEIPT #62433

REAL ESTATE TRANSFER TAX
$ 429.00-CO
$ 2925.00-ST
STAMP #102568382

WARRANTY DEED
STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That PETE ZOUZANEAS, AKA, PETER ZIOUZANEAS, A SINGLE MAN

the address of which is P.O. BOX 411, WYANDOTTE, MI 48192

Convey(s) and Warrant(s) to LTB HOLDINGS LLC, A MICHIGAN LIMITED LIABILITY COMPANY

whose address is 26993 REAUME ROAD, WOODHAVEN, MI 48183

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

Lot 3, Block 31, Corrected Plat of Blocks 19, 20, 30 and 31, according to the plat thereof as recorded in liber 1, page(s) 297 of Plats, Wayne County Records.

Parcel Identification No. 57-011-03-0003-000
Commonly known as: 2929-2931 BIDDLE, WYANDOTTE, MI, 48192
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining for the sum of THREE HUNDRED NINETY THOUSAND & 00/100, ($390,000.00), DOLLARS.

Subject to: the existing building and use restrictions, easements, and zoning ordinances, if any, and taxes and assessments which constitute a lien, but are not yet due and payable.

Dated this 27th day of December 2005

Signed in the presence of:

Signed by:

PETE ZOUZANEAS AKA, PETER ZIOUZANEAS

STATE OF MICHIGAN
COUNTY OF WAYNE } SS.
The foregoing instrument was acknowledged before me this 27th day of December 2005, by: PETE ZOUZANEAS, AKA, PETER ZIOUZANEAS, A SINGLE MAN.

Jocelyn M. Shelton
Notary Public, Wayne County, MI
Acting in the County of Wayne
My Commission Expires 5-6-2011

Notary Public
County, Michigan
My Commission Expires _____ Acting in _____ County

This is to certify that there are no tax liens or titles on the property and that taxes are paid for five years previous to date of this instrument EXCEPT 2005 not examined
No. 230 Date JAN 11 2006
WAYNE COUNTY TREASURER Clerk

City Treasurer's Certificate

When Recorded Return To: GRANTEE

Send Subsequent Tax Bills To: GRANTEE

Drafted by: PETER F. EWASEK, 243 W. CONGRESS, SUITE 480, DETROIT, MI 48226

Escrow Number NC2224/82551801 Recording Fee $19.00 01-11-2006 11:12:37 Revenue Stamps DEED $3,354.00 4.00

WD 9 Lot 1 Pg 5 ✓ REV. $3,354.00

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 17, 2014

RESOLUTION by Councilperson_____

RESOLVED by the City Council that whereas a hearing has been held in the Office of the City Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on March 10, 2014, wherein the property owners or other interested parties, have been given opportunity to show cause, if any they had, why the structure and premises at 2927-2929 Biddle Avenue have not been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the City Engineer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on April 14th at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure and premises have not been demolished or why the City should not have the structure and premises demolished at 2927 and 2929 Biddle Avenue.

AND BE IT FURTHER RESOLVED that the City Clerk shall give notice of said hearing ten (10) days before the hearing by certified mail, return receipt requested, and first class mail, in accordance with the provisions of Section PM-107.4 of the Property Maintenance Ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson_____

YEAS	COUNCIL	NAYS
____	Fricke	____
____	Galeski	____
____	Miciura	____
____	Sabuda	____
____	Schultz	____
____	Stec	____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

13

MEETING DATE: March 17, 2014 **AGENDA ITEM #** 13

ITEM: Neighborhood Stabilization Program 2 (NSP 2) Program Income Grant

PRESENTER: Mark A. Kowalewski, City Engineer Mark Kowalewski 3-12-14

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City has an opportunity to apply to Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program 2 (NSP2) Program Income Grant Round One for additional funds to continue construction of homes in the NSP2 Area. The City, though NSP2, has constructed 42 homes; closed on 39 of the homes, two (2) homes have executed Purchase Agreements and one (1) home is still available for purchase. The average sales price of the 39 homes was $106,756.41. The enclosed application would continue this program by applying for funds in the amount of $2,907,034. The homes would have the same features of the NSP2 homes: 1,500 square feet, exterior to have stone veneer with brick veneer and/or vinyl siding, 3 bedrooms, 2 full baths, full basement with egress window well and 1 car garage. However, these homes will not have geothermal.

The location of homes would be on vacant City Owned Lots in the original area for NSP2 but also include the expanded eligible Census Track 5801 (Northline to St. Johns between Biddle to Railroad).

Further, a requirement of this Application is to hold a Public Hearing to hear comments, which has been scheduled on the March 17, 2014, Agenda.

STRATEGIC PLAN/GOALS: By fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution approving the Engineering Department to proceed with the application to MSHDA for NSP2 Program Income Funds to construction single family homes in the NSP2 Area Census Track 5806, 5807 and 5801 on City owned vacant lots.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Apply for grant from MSHDA, inform Council if grant is awarded by submitting Grant Agreement to Council for approval.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: [signature]

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: Joseph R Peterson

LIST OF ATTACHMENTS: Application for Round One Funding of MSHDA, NSP2 Program Income Grant

CITY OF WYANDOTTE
APPLICATION FOR ROUND ONE FUNDING
OF
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)
NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2)
PROGRAM INCOME GRANT

Section A. Overview of Program

I. Eligibility:

Wyandotte Census Tracts 5806, 5807 and 5801 have been approved as eligible project areas. All projects will be within these eligible areas. Census Tract 5801 was approved by Housing and Urban Development (HUD) but Wyandotte did not have adequate time to complete any projects in this area during NSP2 (See Attachment #7).

II. Eligible Applicant:

The City of Wyandotte is an original member of the 2010 MSHDA, NSP2 Consortium.

III. Eligible Activities:

Wyandotte intends to build and sell new single family homes to eligible households. We currently own 24 vacant lots that are immediately available for development. We have demonstrated a demand and pipeline of interested buyers based on the 42 homes completed during NSP2.

IV. Threshold Criteria:

1. Attachment #1 is a City Council Resolution supporting Wyandotte's request for NSP2 Program Income that was duly adopted after a public hearing.
2. The City will only do projects within Wyandotte's eligible census tracks 5806, 5807 and 5801. The City of Wyandotte commits to selling only to eligible buyers at or below 120% Area Median Income (AMI) with 50% Low Income Set Aside (LISA). The City of Wyandotte demonstrated the ability to meet LISA requirements during the original NSP2 period.
3. The City has demonstrated a demand for NSP2 single family homes. There is a pipeline of pre-qualified buyers based on the demand during NSP2. Wyandotte held lotteries to provide a fair opportunity to all qualified applicants to obtain a home. Buyers were turned away because adequate number of houses were not available. See Attachment #2 for additional pipeline information.
4. Attachment #3 provides certification that the proposed project will be developed in compliance with NSP2 requirements.
5. The City of Wyandotte has demonstrated the ability to administer many different grant programs including: Urban Development Action Grant (UDAG) from HUD; Federal Highway Administration (FHWA) Grants via Michigan Department of Transportation (MDOT); American Recovery and Reinvestment Act (ARRA); EPA Revolving Loan Fund, and is current on all financial obligations. There are no pending sanctions or debarment proceedings with Federal or State Governments. The City has participated in NSP1 (Wayne County), NPS2 (MSHDA), NSP3 (Wayne County) and CDBG (Wayne County) and has had no negative audit or monitoring findings. The City is audited annually by Plante Moran and there are no findings related to these programs. Annual audit reports are available upon request. Wyandotte constructed 27 units and rehabilitated 15 units during NSP2. Wyandotte has returned all unused Program Income from NSP2.

6. The City of Wyandotte will manage and administer the NSP2 Program Income Grant. Projects will be grouped in bid packages. Any professional staff, consultants or contractors hired during the grant process will be checked to assure that they are not on any Debarred Vendor List.
7. There is no rental component planned for Wyandotte's projects. The units are to be single family owner occupied. All houses (units) will receive a Certificate of Occupancy before being sold to a qualified buyer.
8. Wyandotte has provided all required information for close out of NSP2 including a final FSR.
9. Wyandotte has submitted all information required to formally close out NSP2 on the OPAL System.
10. Wyandotte has audited the NSP2 grant utilizing Plante Moran (see Attachment #4). All requested supporting financial documentation has been submitted to MSHDA. There are no outstanding requests for information or documentation.
11. Wyandotte has no outstanding audit related issues.
12. Wyandotte will utilize the same personnel that were in place for NSP2 to staff the NSP2 Program Income Grant (See Attachment #3). This staff has demonstrated the ability to carry out the proposed activities. Wyandotte has the financial capacity to pay contractors in a timely manner and subsequently request reimbursement from MSHDA thru OPAL via FSR's.

V. Place – Based Criteria

1. Wyandotte's single family homes will enhance and promote community accessibility. All homes will strategically enhance the existing neighborhoods. Our proposal includes the ability to construct three (3) 100% handicap accessible homes. During NSP2 the one (1) 100% handicap accessible house that was built had the most interest during the lottery. This is a special needs sector of the population where there is a **very high demand** for affordable housing.
2. Wyandotte' Strategic Plan 2010-2015 Section VI Goals and Objectives includes the following:
    a. We are committed to enhancing the community's quality of life by:
        1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas
        2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods
        3. Promoting the finest in design, amenities and associated infra-structure improvements in all new developments
        4. Establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region
        5. Fostering the maintenance and development of stable and vibrant neighborhoods
    b. We are committed to maintaining and developing excellent neighborhoods by:
        1. Enabling and empowering neighborhood organizations and associations
        2. Matching tools and efforts to the conditions in city neighborhoods
        3. Tracking infrastructure conditions in all neighborhoods. The City will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement
        4. Continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.
        5. Utilizing vacant school properties and other open space to add age-appropriate, public amenities to residential area.

3. Wyandotte's single family home designs take into account the neighborhood including mass, density, height, setback and scale of surrounding homes. The previous homes built via NSP2 were subject to public hearings and the final designs incorporated citizen comments.

4. Wyandotte will include green technology within the design of the homes. (See Attachment #5)

5. Wyandotte's project complements HUD's initiative for neighborhood redevelopment as seen in our NSP1, NSP2, NSP3 and CDBG completed projects. The NSP2 Program Income Grant is a continuation of these projects. The City is providing 24 lots as a part of this proposal. The City expended money to acquire properties and demolished the deteriorated structures. The lots are ready for development. This cost is considered a contribution by the City to the Project.

SECTION B. FUNDING ROUND AND CATEGORY SECTIONS

I. Funding Categories:
This is a Residential Redevelopment Project. The City commits that 50% of the grant will be spent on Low Income Set Aside (LISA).

II. General Information:
1. Total amount of NSP2 Program Income requested is $2,907,034.00 or any available funding based on the number of houses constructed. (Attachment #6 is a complete budget).
2. The program Income Reuse Plan for NSP2 was submitted to MSHDA on May 9, 2011, which states "The City of Wyandotte will utilize program income (PI) from the net proceeds from Neighborhood Stabilization Program 2 (NSP2) homes sales towards eligible NSP2 projects by building new construction homes and rehabilitate homes under Use E. PI will have 10% deducted for Administrative fees. The remaining PI will be utilized for construction projects with 15% utilized for Activity Delivery."
3. The City of Wyandotte has demonstrated the ability to repay at least a portion of the project funds. Based on previous average sales of NSP2 homes, the City would be returning approximately $56,382.00 of the grant funds after the sale of each home. If the entire request is awarded then approximately $732,966 of grant funds would be returned.
4. The City has produced NSP2 Program Income. Some Program Income was reused by the City and $1,127,940.42 has been returned to MSHDA.

SECTION C. PROJECT INFORMATION

I. This application is from the City of Wyandotte, a Municipality.
II. The City of Wyandotte's address:
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192
Wayne County
Mark A. Kowalewski, City Engineer
734-324-4554 mkowalewski@wyan.org

III. See Attachment #8 for map and list of addresses to be included in the Project.
IV. Project Description:
1. Census Tracks/Eligible Activities
The City has purchased the properties and demolished the structures at 24 locations within the eligible census tracks 5806, 5807 and 5801 (See Attachment #7) with funds from the City's TIFA Program. In some cases more than one property was purchased and cleared to assemble buildable lots. The NSP eligible activity applied for is, "The redevelopment of demolished or vacant properties to create housing to sell in areas where there is a demonstrated demand and a pipeline of interested buyers". All buildable sites are vacant land that is owned by the City of Wyandotte.

Single family homes will be constructed on each vacant lot and each home will be approximately 1,500 square feet, exterior to have stone veneer with brick veneer and/or vinyl siding (low maintenance), 3 bedrooms, 2 full baths, and full basement with egress window well and plumbing ready for future bathroom. This design will meet the visitability requirements.

Further, each of these homes will have a one (1) car garage, 30 year warranty roof shingles, open plan kitchen dining and family room with wood-grain vinyl flooring, hardwood cabinets and vanities.

During NSP2 and NSP3, Wyandotte has focused on constructing energy efficient homes having utilized closed cell spray foam insulation which provides a significant reduction in air infiltration. This lowers the heating and cooling costs significantly. By lowering utility costs this helps buyers maintain their budget on principal, interest, taxes and other living expenses (See Attachment #5).

Wyandotte has procured the services for architecture, surveying, appraisal services, Title Company, realtor, Home Energy Rater (HERS), housing counseling and marketing firm for the NSP2 Project. These contracts will be reviewed with the appropriate MSHDA personnel to determine their continued use for the NSP2 Program Income Grant. If new services need to be procured, the specifications are ready to go for bidding and this step can be promptly completed.

The Wyandotte Engineering and Building Department will manage the NSP2 Program Income Grant. Environmental audits have been completed. SHPO clearance will not be necessary with vacant lots. The lots will be surveyed, soil boring tests completed and the sewer inspected by camera. Proposed plans will be presented at a public hearing for community input. Plans and specifications will be prepared by an architect and bid thru the City's public bidding requirements which include incentives for Section 3 Contractors and required Title VI compliance. The HERS rater will confirm the energy efficiency of homes during construction. The completed home will be appraised and listed for sale by the realtor. The City will provide additional marketing and direct housing counseling services for eligible buyers. The Title Company will assist with closings.

2. Economic Impact

The City of Wyandotte shares a vision for foreclosure recovery and neighborhood stabilization in Housing and Urban Development (HUD) identified areas. Wyandotte seeks to improve the quality of life for all residents and to create a vibrant community by providing safe, affordable housing thru home ownership that will revitalize neighborhoods.

On similar NSP1, NSP2 and NSP3 Projects, Wyandotte has received broad local public and government support. It is expected that NSP2 Program Income Project will receive the same support.

The City will conduct a public hearing to receive comments on the house designs and locations. These hearings have established involvement directly with the neighborhood and had a positive impact. The surrounding neighbors have been encouraged by the investment on these vacant lots and are then inspirered to improve their own properties.

The Projects will create an estimated 25 jobs for each house built. (See Attachment 9).

3. Capacity

The City of Wyandotte has demonstrated experience with local, state and federally funded programs. The city has successfully implemented and achieved measurable results with NSP Funds.

Wyandotte received $560,000 as a Sub-Grantee to Wayne County for NSP1. The City purchased 11 homes, demolished 19 houses and rehabilitated two (2) houses that were purchased from HUD for $1.00. The City partnered with the Downriver Area Brownfield Consortium of the Downriver Community Conference to have the asbestos assessments completed via a grant.

As a consortium member with Michigan State Housing Development Authority (MSHDA) and eleven (11) other Michigan Cities, Wyandotte received $6 million of NSP2 Funding. The City rehabilitated 15 properties and built 27 new homes. All units except one (1) have been sold with two (2) properties proceeding to closing. MSHDA permitted retainage of Program Income and additional grant money was reallocated to Wyandotte. Wyandotte's final expenditures were $10,271,557. Wyandotte was a lead agency for the consortium by expending our allocated funds before the contract deadline.

Wyandotte has experience with millions of dollars of other Federal Grants including Urban Development Action Grant (UDAG) from Housing and Urban Development (HUD); Federal Highway Administration (FHWA), Federal Aid Committee (FAC) thru Michigan Department of Transportation (MDOT), American Recovery and Reinvestment Act (ARRA) Grant, and EPA Revolving Loan Fund.

The Engineering and Building Department has administered Wyandotte's Community Development Block Grant (CBDG) Program with current employees on staff for the last 29 years. This includes a very active Housing Rehabilitation Program and utilization of Program Income to perform additional rehabilitation projects.

The Engineering and Building Department has recent experience with The HOME Program by assisting the property owners at 3033-3035 Biddle, Wyandotte and 3005 1st Street, Wyandotte with converting downtown second floor spaces to a one (1) unit apartment and a five (5) unit apartment respectively.

The Engineering Staff that will be working on the NSP2 Program Income Grant are as follows:

Mark A. Kowalewski P.E., City Engineer
Gregory J. Mayhew P.E., Assistant City Engineer
Claude Marcoux, Building Inspector/Plan Reviewer
Gregory Meyring, Building Inspector/Plan Reviewer
Kelly Roberts, Development Coordinator/Office Manager
Ralph Hope AIA, Staff Architect, Building Inspector, Plan Reviewer

Wyandotte has the staff, capacity and experience to manage large amounts of investment capital and has demonstrated the ability to coordinate the implementation, funds management, reporting and monitoring of NSP2 Program Income.

4. Readiness for Commitment:

   a. All vacant lots are under ownership and control of the City of Wyandotte and are ready for construction. The City of Wyandotte has provided a copy of the deeds for all lots that are available for funding. (See Attachment #10)

b. Environmental review has been completed as part of a system wide approach via MSHDA with NSP2.

c. Wyandotte will set up accounts payable and receivable for the NSP2 Program Income Grant. We will provide documentation in OPAL via FSR's for reimbursement. Wyandotte has the capacity to provide carrying costs for these expenses until reimbursement from MSHDA.

We have utilized actual bids from NSP2 for the basis of cost estimates. (See Attachment #6) Three (3) of the homes to be constructed at 1701-5th Street, 1745-2nd Street and 897 Vinewood were bid as part of NSP2 Bid Pack #6 but were not funded because Program Income was not available to assure completion by the NSP2 grant deadline.

d. Renderings of 1701-5th Street, 1745-2nd Street and 897 Vinewood are provided as Attachment #11.

e. Wyandotte utilized Project Manuals for all bid packages which are approximately one (1) inch thick bound books. By being very precise with our specifications this avoided any possible concerns from Contractors. The specifications are detailed similar to the information provided for construction of a commercial building. Since this would obviously exceed five (5) typed pages the Project Manual has not been submitted.

f. Timeline for obligation of funds and completion of the project are described Attachment #12.

Of the 24 vacant lots in Wyandotte, the following seven (7) home sites have specific conditions that should rank these sites near the top of any schedule. Wyandotte had designed and bid for the construction of three (3) houses on these vacant lots during NSP2. These three (3) homes are ready to move forward with construction (1701-5th Street, 1745-2nd Street and 897 Vinewood). One (1) vacant lot, 434 Elm, was purchased and demolished during NSP1 and is restricted to be developed and sold to income qualified buyers. Further, we have three (3) lots that are large enough to accommodate larger ranch style homes to be built as 100% handicap accessible homes. There is a huge demand for 100% handicap accessible homes in Wyandotte. Wyandotte is ready to construct from 1 to 13 homes depending on the grant amount.

V. Project Budget:

1. Vacant land will be provided by the City of Wyandotte at no cost to the grant program. Homes will be constructed on as many vacant lots as funding is provided for. Therefore, one house is estimated to cost $223,618 to construct. (See Attachment #13).
    a. 1701-5th Street, 1745-2nd Street and 897 Vinewood are actual bids received during NSP2. These houses were not awarded because of lack of funds to assure completion of home by deadline.
    b. Homebuyer affordability analysis that demonstrates that the property will be marketable to a reasonable range of eligible homebuyers.

VI. Other Required Attachments

1. The MSHDA Proformas for the three (3) home sites already bid are included in Attachment #13.
2. Certification from the local unit of government is Attachment #1 and Attachment #3.
3. Market and Pipeline information Attachment #2.
4. The City's commitment via leveraged funding is the utilization of currently owned City vacant lots as a contribution to the Project (Attachment #10).
5. Documentation of threshold criteria is described in Paragraph IV above.

THESE ATTACHMENTS ARE ON FILE IN THE ENGINEERING DEPARTMENT FOR VIEWING

LIST OF ATTACHMENTS

ATTACHMENT #1	Council Resolution dated March 17, 2014
ATTACHMENT #2	Market and Pipeline Information
ATTACHMENT #3	Certification that project will be developed in compliance with NSP2 Requirements
ATTACHMENT #4	Letter from Plante Moran regarding audit of NSP2 Program
ATTACHMENT #5	Green Technology/Energy Efficiency
ATTACHMENT #6	Budget
ATTACHMENT #7	Authority to Use Grant Funds from HUD for expanded NSP2 Area
ATTACHMENT #8	Map with location of projects
ATTACHMENT #9	Job Creations for NSP2
ATTACHMENT #10	Deeds for properties for the NSP2 Program Income Grant Projects
ATTACHMENT #11	Renderings
ATTACHMENT #12	Project Time Line
ATTACHMENT #13	MSHDA Proforma for 1701-5th Street, 1745-2nd and 897 Vinewood

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 17, 2014

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council received an application for round one (1) funding of Michigan State Housing Development Authority (MSHDA) Neighborhood Stabilization Program 2 (NSP2) Program Income Grant in an amount up to of $2,907,034.00 from the City Engineer. The application was available for review by the public and the City Council conducted a public hearing to receive input on the application. All comments were positive with support for continuation of the previous NSP2 Projects in Wyandotte. There was further support for the building of houses in expanded census area track no. 5801 which area did not have any projects in the original NSP2 Grant;

NOW, THEREFORE BE IT RESOLVED, that City Council supports the proposed projects descried in the City of Wyandotte's application and requests MSHDA provide the City of Wyandotte up to $2,907,304 or any available funding as identified in the application based on the number of houses that funding is available for to develop and support affordable housing in Wyandotte; AND

BE IT FURTHER RESOLVED, the City Engineer is authorized to submit said application to MSHDA.

HEARING

WHEREAS, on March 17, 2014, the Wyandotte City Council held a hearing to hear comments on the proposed application by the City of Wyandotte to the Michigan State Housing Authority (MSHDA) Community Development Division (CDD) for Neighborhood Stabilization Program (NSP2) Program Income (PI) Round One Request for Proposals (RFP); AND

WHEREAS, the Program Income Grant funding would be utilized in eligible Wyandotte Census Tracts 5806, 5807 and 5801 or the area from Detroit River to 15th Street between Eureka to Northline (Ford Avenue) and the area from Detroit River to Railroad Tracks between Northline (Ford Avenue) and St. Johns Street. Wyandotte's grant request would be to build new single family homes on City vacant lots for purchase by eligible buyers at or below 120% Area Median Income (AMI).

NOW, THEREFORE, BE IT RESOLVED that all comments be referred to the City Engineer for consideration in the application; AND

BE IT RESOLVED that Council supports said application.

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

Reports
+
minutes

3200 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4560 • Fax 734-324-4568 • email: clerk@wyan.org • www.wyandotte.net

Wyandotte, Michigan March 10, 2014

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

Absent: None

PERSONS IN THE AUDIENCE

Tom Woodruff, regarding veteran issue, no information on veterans' benefits were shared to anyone. Asked to resign his position by Todd Drysdale and Mayor Peterson. Thirty two veterans in Wyandotte qualified for benefits. Assessor's secretary provided copies of veteran information to Todd Drysdale per his e-mail request. Mayor stated the Assessor requested to work less time.

Richard Miller, 1202 – 2nd, ethics ordinance will be processed to its max on the above issue. Ordinance has been weakened. Will see that it is placed in the Charter.

Richard Custer, 505 Pine, regarding pet coke hearing, doesn't trust people at MDEQ, need more studies.

Ted Roszkowski, 3510-14th, objects to pet coke, need for all to oppose this issue, must be stopped.

WYANDOTTE CITY CLERK
2014 MAR 11 P 4:53

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 10, 2014 AGENDA ITEM #1

ITEM: Special Event Applications – Belicoso Cafe

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Applications from Belicoso Café for their special events that are scheduled to take place on April 10th and August 15th 2014. These events have been reviewed and approved by the Police Chief, Fire Chief, Department of Public Serviee and Recreation Superintendent provided a live safety inspection will take place prior to the events beginning to review event and tent set up by the Fire Chief as well as, Belieoso follows the rules set forth by City Council in 2013, see below details. We require the business add the City of Wyandotte as additional insured to their insuranee policy and have a signed hold harmless on file. Belicoso Café is required to pay for any fees assoeiated with the use of city material and man power for both events.

- Any event (other than the Wyandotte Street Art Fair) that takes place on a Friday on First Street will be set up no earlier than 3 pm and torn down Friday night.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Saturday on First Street will be set up and torn down that Saturday.
- Any event (other than the Wyandotte Street Art Fair) that takes plaee on a Sunday on First Street will be set up and torn down that Sunday.
- There will be a minimum of 20 foot of space going south left between the end of Dolores Boutique Shop/Treasure Alley Mini Mall building and the start of any fencing.

- The remaining parking spaces in front of Treasure Alley Mini Mall, The Quilted Heart and Madelyn's will remain open for the public to park in.

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 recommendation of the Special Event Coordinator and support the use of city streets, sidewalks and property for their events held April 10th and August 15th 2014.

BUDGET IMPLICATIONS & ACCOUNT NUMif3ER: 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 RECOMMENDATIQN: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS

Special Event Applications - Belicoso Café

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 10, 2014 AGENDA ITEM #2

ITEM: Landscaping Request from Rick Malechuk

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Attached is a request from Rick Malechuk, 155 North Drive, to provide a berm and plant evergreens on the west side of Park Lane between North Drive and Emmons. The City owns eight (8) feet of right-of-way at this location. There are overhead lines in this space. The planting of Arborvitaes and sustainable grass (Maiden Grass) and hardy wild flowers (Daylilies, Coral Bells and Hostas) would be preferred rather than taller trees. Constructing a substantial raised berm would be difficult in the narrow space of land, but some additional dirt could be placed here. The City settled with DuPont regarding destruction of trees on City property by the utilization of Imprelis. There is a balance in this settlement for planting of landscaping. This provides an opportunity to provide the plantings. I have contacted Mr. Malechuk and his neighbors and he will assist with watering and maintaining the landscaping if approved.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by creating visually attractive gateways into the downtown and City on major roads and avenues.

ACTION REQUESTED: Approve the use of $6,000 from the DuPont Settlement towards landscaping of the area at the west side of Park Lane between North Drive and Emmons. If this budget is approved, then a final landscaping plan will be reviewed with the neighbors.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account No. 101-000-257-098 in the amount of $6,000

IMPLEMENTATION PLAN: Meeting with neighbors and finalize landscape plan with their input. Report back to City Council with final landscape plan and recommendation for approval of a contractor.

COMMISSION RECOMMENDATION: N/A
CITY ADMINISTRATOR'S RECOMMENDATION: .TDrysdale
LEGAL COUNSEL'S RECOMMENDATION: n/a
MAYOR'S RECOMMENDATION: ok jrp
LIST OF ATTACHMENTS: Communication from Mr. Malechuk and Council Resolution of February 10, 2014

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 10, 2014 AGENDA ITEM #3

ITEM: Department of Engineering – 2014 Bituminous Street Joint and Crack Sealing Program

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND:

The Department of Engineering has met with Carr's Outdoor Services Inc., regarding extension of their contract for preparing and sealing joints and cracks in bituminous streets in the City of Wyandotte. Mr. Tim Carr, CEO of Carr's Outdoor Services Inc., has indicated that Carr's can perform the 2014 Bituminous Street Joint and Crack Sealing Program at the unit rates set forth in the contract with the City for the 2012 Bituminous Street Joint and Crack Sealing Program, File #4575. 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 to enhance the quality of life for residents and the maintenance of infrastructure.

ACTION REQUESTED:

Approve contract extension.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The work will be funded from the TIFA Street Fund Account 492-200.825.460 ($62,200), Local Street Fund Account 203-440-825.460 ($25,000), and Major Street Fund Account 202-440-825.460 ($72,800).

IMPLEMENTATION PLAN:

If approved by Council, authorize Mayor and Clerk to sign said Amendment to Contract.

COMMISSION RECOMMENDATION:
CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale
LEGAL COUNSEL'S RECOMMENDATION: WLook
MAYOR'S RECOMMENDATION jrp

LIST OF ATTACHMENTS:
Proposed Resolution
Amendment to Contract for the 2012 Bituminous Street Joint and Crack Sealing Program, File #4575 (with Project Streets attachment) Letter from Mr. Tim Carr, CEO, Carr's Outdoor Services Inc. Council Resolution dated March 20, 2012, accepting Carr's Proposal Carr's Outdoor Services Inc. contract with the City of Wyandotte

Application for Rezoning as submitted by the Department of Engineering and Building for property located at 1234 Ford Avenue between 12th and 13th on the NW side of the street.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 10, 2014 AGENDA ITEM #5

ITEM: Budget Amendment for Act 51 Fund (Roads)

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: All Cities receive funding thru Public Act 51 via The Michigan Department of Transportation (MDOT). Attached is Wyandotte's balance sheet for Act 51 Fiscal Year 2013. The current condition of the roads necessitates providing as many repairs as possible this Spring. I recommend we transfer money from fund balance to this year's budget for repairs.

STRATEGIC PLAN/GOALS: This proposed improvement is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in providing infrastructure improvements for the stability and expansion of neighborhoods.

ACTION REQUESTED: Authorize the Finance Department to transfer funds from the Act 51 fund balance to Major and Local Street Fund Account. Transfer $437,324.00 of Major Street Fund balance to this year's budget Transfer $462,035.00 of Local Street Fund balance to this year's budget.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:
Increase account no. 202-440-825-460 Major Street Resurfacing by $437,324.00 Increase account no 203-440-825-460 Local Street Resurfacing by $462,035.00

IMPLEMENTATION PLAN: Include increased funding in 2014 Street Repair Program.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: OK JRP

LIST OF ATTACHMENTS: Fiscal Year 2013 Act 51 Balance Sheet

REPORTS AND MINUTES:

City Council Minutes from the last meeting dated March 3, 2014

CITIZENS PARTICIPATION

Rich Malechuck, 155 North Drive, pot hole on Ecorse Bridge.

Richard Custer, 505 Pine, viaducts are in terrible condition - need immediate attention.

Ted Roszkowski, 3510 – 14th, why can we not buy the toters? Engineer: there is a one dollar fee attached for Waste Management to pick up toters. Wyandotte Cable too expensive for residents. Customers going to Comcast.

Richard Miller, 1202 -2nd, Waste Management employees are dragging toters. Holes will be created. Engineer: there is a ten year warranty on toters.

Ted Roszkowski, 3510 – 14th, city making money on toters' rental?

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

Absent: None

HEARING

A HEARING RELATIVE TO THE APPROVAL OF THE PROJECTS FOR THE 2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) IN THE CITY OF WYANDOTTE

No objections or communications

RESOLUTIONS

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
ROLL ATTACHED

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the Special Events Coordinator relative to the events hosted by Belicoso Café to take place on April 10 and August 15, 2014 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council APPROVES said events including the road closure requests and all other guidelines as outlined in said communication ; provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs and the proper insurance naming the City of Wyandotte as additionally insured is placed on file in the City Clerk's office . AND BE IT FURTHER RESOLVED that said resolution is hereby referred to the Police Chief, Fire Chief, and Superintendent of Public Service for coordination of said event as outlined in the communication.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec
NAYS: None

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding the request of Rick Malechuk, 155 North Drive, is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City Engineer schedule a meeting with the neighbors to determine a final landscaping plan with the cost not to exceed $6,000 with a report back to City Council with a recommendation of a contractor to perform the work.

I move the adoption of thc foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec
NAYS: None

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Engineer to amend the 2012 Bituminous Street Joint and Crack Sealing Program File # 4575 contract witb Carr's Outdoor Services Inc. to include the 2014 Bituminous Street Joint and Crack Sealing Program 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 thc Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure. FURTHER that the work will be funded from the TIFA Street Fund Account 492-200.825.460 ($62,200) Local Street Fund Account 203-440-825.460 ($25,000) and Major Street Fund Account 202-440-825.460 ($72,800).

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec
NAYS: Nonc

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the rezoning application submitted by the City Engineer on behalf of Ronald Janiszewski, 1234 Ford Avenue requesting to rezone the property located at 1234 Ford Avenue from B-1 to B-2 is hereby referred to the Planning Commission for the proper public hearing.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec
NAYS: None

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the City Engineer's recommendation to transfer fund balance from Act 51 Road Funds as follows:

Increase account # 202-440-825-460 Major Street Resurfacing by $437,324.00
Increase account # 203-440-825-460 Local Street Resurfacing by $462,035.00

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec
NAYS: None

Wyandotte, Michigan March 10, 2014

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby APPROVES the projects for the 2014-2015 Community Development Block Grant Program (CDBG) as recommended by the City Engineer; AND BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Subrecipient agreement Community Development Block Grant between the Charter County of Wayne and the City of Wyandotte; AND FURTHER that the Final Statement from Wayne County be published in the Heritage Newspaper.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec
NAYS: None

ADJOURNMENT

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Ted Miciura Jr.
That we adjourn.
Carried unanimously
Adjourned at 8:30 PM
Mareh 10, 2014

William R. Griggs

William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 3-10-14

BEGINNING DATE 3-10-14 AND ENDING DATE 3-10-14

SALES RECEIPT # 453304 THRU 453311

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE- MANUAL	101-000-041-011	XI	10,800.00
ANN ARBOR CREDIT BUR.-RESCUE	101-000-041-021	XT	821.79
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	12.75
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	76,177.38
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	28,088.80
WORK FORCE WYANDOTTE	101-000-650-011	M2	6,310.00
WORK FORCE RIVERVIEW	101-000-650-017	M6	3,670.00
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	4,035.00
COURT DRUG TESTING FEES	101-000-650-020	M9	2,150.00
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	3,585.00
CHEMICAL AWARENESS	101-000-650-024	AW	2,160.00
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
JAJL PROPERTIES PROMISSORY NOTE	284-000-041-015	AR	
PARKING LOT LOANS	284-000-060-030	AR	
AT&T WIRELESS CELLSITE RENT	492-000-655-020	BB	600.00
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
QUARTERLY HEALTH M.S. RETIREE	732-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	
HEALTH INSURANCE REIMBURSEMENT	101-000-231-020	MZ	
DCVAC - SHELTER REVENUE	101-303-925-998	SH	894.00
RESERVE- ANIMAL CARE	101-000-257-078	AC	60.00

TOTAL MONIES RECEIVED 139,364.72

TODD A. DRYSDALE
DIRECTOR OF FINANCIAL SERVICES

CITY OF WYANDOTTE
FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, February 25, 2014. Commissioner Harris called the meeting to order at 6:34 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Izzo Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Izzo to approve the minutes as recorded for the meeting held on February 11, 2014. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported no one is off.

2. *SEMCOG Update*
   Chief Carley gave commissioners letter that went out to Union Presidents, per Todd Drysdale's request, which gives Unions until March 10th to respond as to progress regarding consolidation. Commissioner Melzer motioned to receive letter and place on file, supported by Commissioner Izzo. Motion carried.

COMMUNICATIONS

DEPARTMENTAL

1. *Department bills submitted February 11, 2014 in the amount of $9,643.65*
   Commissioner Melzer motioned to pay bills and accounts submitted as stated above, supported by Commissioner Izzo. Roll call; motioned carried.

DEPARTMENTAL (continued)

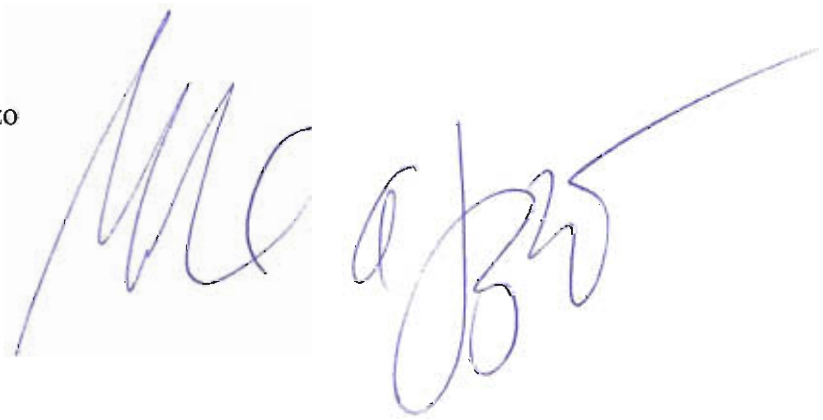
2. *Daily Reports*
   Commissioner Melzer asked if radios are installed. Chief Carley stated MDT's are up and running. Commissioner Melzer motioned to receive and place on file reports, supported by Commissioner Izzo. Motion carried.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:45 p.m.

Respectfully submitted,

Michael Izzo
Secretary
MI/lm



City of Wyandotte
Police Commission Meeting

Regular Commission Meeting
February 25, 2014

ROLL CALL

Present:	Chief Daniel Grant Commissioner John Harris Commissioner Doug Melzer Commissioner Dr. Michael Izzo
Absent:	None
Others Present:	None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:03 p.m.

The Minutes from the regular Police Commission meeting on February 11, 2014, were presented.

Melzer moved, Izzo seconded,
CARRIED, to approve the regular minutes of February 11, 2014, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. **Outside Employment Application** – Det. Richard Weise

   Det. Weise would like to coach varsity softball at Woodhaven High School. He works days at the Police Department but would adjust his schedule slightly in order to coach. This does not present any problems for the Department.

Melzer moved, Izzo seconded,
CARRIED, to allow Det. Weise to coach softball at Woodhaven High School as outside employment.

2. **Purchase of Patrol Vehicles**

   Chief Grant shared a handout showing different pricing he obtained on new police vehicles. Generally, the bid that is available through Michigan and Oakland County is very difficult to beat. Therefore, the Chief would like to purchase vehicles from Berger Chevrolet which is the dealership that holds contracts for both Michigan and Oakland County.

The Crown Vic has been discontinued, and the preferable vehicle for the Department is the Tahoe. Although they are approximately $3,000 more, they have proven to be a very dependable and durable vehicle for police use. The pricing on the Tahoes includes the complete police package.

Chief Grant would like to order at least 3 new vehicles, budget permitting. We have roughly $59,000 in this year's budget and will speak with City Administrator, Todd Drysdale, to discuss funding. The fleet is definitely getting old.

Melzer moved, Izzo seconded,
CARRIED, to direct Chief Grant to move forward with the purchase of as many new police vehicles through the State of Michigan bid as the budget will allow.

3. **Officer Assignment to DEA Task Force**

The Drug Enforcement Administration (DEA) has an opening in their Team 6 and they have conducted interviews of 3 Wyandotte Police Officers who expressed interest in the assignment. The DEA staff selected Officer Neil Hunter after interviews of the applicants and Chief Grant would like approval to make the assignment of Officer Hunter to the unit.

Although there are no guarantees, this effort could bring in between $200,000 - $800,000 to the Department per year, which would really supplement our budget.

This program gives our Officer an opportunity to do different things. This particular DEA unit will focus on pharmacy/prescription fraud.

Officer Hunter's reassignment will cause some very short term issues in regards to manpower, but we will have some of our officers on medical leave returning very soon.

Melzer moved, Izzo seconded,
CARRIED, to move forward with the assignment of Officer Hunter to the DEA drug unit.

4. **Bills and Accounts** –February 25, 2014, $8,043.23

Melzer moved, Izzo seconded,
CARRIED, to approve payment of the bills for February 25, 2014, $8,043.23

NEW BUSINESS

1. **SWAT Callout**

Chief Grant and Sgt. Chuck Seeley responded to a SWAT callout in Ecorse this morning. The incident occurred in a trailer park on Southfield where the suspect fired several shots. He was ultimately shot by one of the SWAT snipers as the victim had aimed his gun directly at the sniper moments after firing at Officers in the armored transport vehicle.

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 6:34 p.m.

Melzer moved, Izzo seconded,
CARRIED, to adjourn meeting at 6:30 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 02/01/2014 00:00:00 - 02/28/2014 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	1	1	0%	0:02:01	0:01:28	0:07:45	0:11:14	0:11:14
	ABANDONED AUTO	0	87	13	100	7%	0:40:45	0:10:37	0:12:20	75:00:40	0:45:00
	ACCIDENT/PERSONAL INJURY	0	1	1	2	0%	0:00:34	0:03:42	1:02:06	2:09:02	1:04:31
	ACCIDENT/PROPERTY DAMAGE	0	9	37	46	3%	0:03:20	0:04:59	0:34:31	33:20:20	0:43:29
	ACCIDENTAL DAMAGE	0	1	1	2	0%	0:00:59	0:00:02	0:08:31	0:19:03	0:09:32
	ALARM	0	0	35	35	2%	0:04:01	0:03:09	0:11:38	10:57:51	0:18:48
	ANIMAL COMPLAINT	0	1	6	7	0%	0:04:11	0:05:49	0:11:11	3:00:41	0:25:49
	ASSAULT & BATTERY	0	2	2	4	0%	0:01:12	0:07:18	0:44:06	3:14:37	0:48:39
	ASSIST OTHER AGENCY	0	5	7	12	1%	0:02:30	0:01:44	0:22:00	4:28:35	0:22:23
	BREAKING & ENTERING	0	0	10	10	1%	0:03:47	0:03:29	0:44:29	8:37:41	0:51:46
	BREAKING & ENTERING IN PROGRES	0	0	1	1	0%	0:02:25	0:01:39	0:06:45	0:10:50	0:10:50
	BUILDING CHECK	0	15	0	15	1%	0:00:01	0:00:00	0:12:19	3:05:06	0:12:20
	BUSINESS STOP	0	54	0	54	4%	0:00:01	0:00:00	0:07:46	7:00:46	0:07:48
	CHECK WELL BEING	0	0	34	34	2%	0:05:44	0:04:12	0:21:08	17:12:34	0:30:22
	CHILD ABUSE/NEGLECT	0	0	1	1	0%	0:01:14	0:04:22	2:13:30	2:19:06	2:19:06
	CITIZEN ASSIST	0	13	20	33	2%	0:05:32	0:07:36	0:07:41	9:09:58	0:16:40
	CIVIL DISPUTES	0	2	6	8	1%	0:10:06	0:03:51	0:26:39	5:17:05	0:39:38
	CRIMINAL SEXUAL CONDUCT	0	2	0	2	0%	0:00:02	0:00:00	1:09:34	2:19:11	1:09:36
	DEATH INVESTIGATION	0	0	3	3	0%	0:02:54	0:06:16	1:32:36	5:58:47	1:59:36
	DETAIL	0	3	0	3	0%	0:00:02	0:00:00	1:00:58	3:02:57	1:00:59
	DISORDERLY	0	3	20	23	2%	0:03:40	0:03:45	1:06:58	30:24:10	1:19:19
	DOMESTIC	0	0	33	33	2%	0:05:57	0:05:58	0:28:10	22:04:08	0:40:08
	FIGHT	0	0	7	7	0%	0:01:42	0:01:59	1:25:32	9:05:04	1:17:52
	FIRE	0	0	4	4	0%	0:00:09	0:03:00	0:36:41	2:06:01	0:31:30

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FOLLOW-UP	0	95	1	96	7%	0:00:01	0:03:21	0:07:45	12:33:17	0:07:51
	FOUND PROPERTY	0	1	2	3	0%	0:10:28	0:13:28	0:14:55	1:32:39	0:30:53
	FRAUD	0	1	4	5	0%	0:08:45	0:18:58	0:30:03	4:29:52	0:53:58
	FUEL	0	18	0	18	1%	0:00:01	0:00:00	0:04:38	1:23:46	0:04:39
	GAS PUMP	0	16	0	16	1%	0:00:01	0:00:00	0:03:52	1:02:26	0:03:54
	HARASSMENT	0	2	8	10	1%	0:08:32	0:06:08	0:22:44	5:07:56	0:30:48
	HIT & RUN ACCIDENT	0	3	17	20	1%	0:02:29	0:09:18	0:46:45	17:57:32	0:53:53
	HOUSE STOP	0	7	0	7	0%	0:00:01	0:00:00	0:32:17	3:46:10	0:32:19
	IDENTITY THEFT	0	0	3	3	0%	0:03:43	0:08:09	0:29:43	1:30:02	0:30:01
	INDECENT EXPOSURE	0	0	1	1	0%	0:04:28	0:05:24	1:23:44	1:33:37	1:33:37
	JUVENILE COMPLAINT	0	1	2	3	0%	0:24:26	0:02:30	0:14:29	3:07:02	1:02:21
	LARCENY	1	2	18	21	1%	0:03:34	0:04:57	0:47:55	19:13:50	0:57:42
	MALICIOUS DESTRUCTION	0	0	8	8	1%	0:10:50	0:08:48	0:21:10	7:13:16	0:54:10
	MENTAL	0	0	1	1	0%	0:05:07	0:04:15	0:08:17	0:17:40	0:17:40
	MISCELLANEOUS	0	30	19	49	3%	0:04:16	0:08:57	0:29:56	27:34:56	0:33:46
	MISSING PERSON	0	0	3	3	0%	0:04:51	0:02:32	0:19:32	2:16:26	0:45:29
	MISSING PERSON - RECOVERED	0	0	2	2	0%	0:03:33	0:05:48	0:17:50	0:54:22	0:27:11
	NARCOTICS INVESTIGATION	0	2	0	2	0%	0:00:02	0:00:00	1:09:21	2:18:47	1:09:24
	NEIGHBORHOOD DISPUTE	0	0	2	2	0%	0:07:05	0:09:15	0:24:07	1:20:56	0:40:28
	NOISE COMPLAINT	0	0	6	6	0%	0:22:34	0:04:01	0:21:45	4:50:07	0:48:21
	OFF ROAD VEHICLE	0	1	1	2	0%	0:05:40	0:08:13	0:14:37	0:48:48	0:24:24
	OPERATING UNDER THE INFLUENCE	0	4	1	5	0%	0:00:38	0:03:50	1:20:04	6:47:24	1:21:29
	ORDINANCE VIOLATION	0	51	4	55	4%	0:01:38	0:11:02	0:14:03	15:49:04	0:17:15
	OVERDOSE	0	0	1	1	0%	0:01:03	0:03:12	0:19:15	0:23:30	0:23:30
	PARKING COMPLAINTS	0	28	25	53	4%	0:42:09	0:08:49	0:10:45	49:01:49	0:55:30
	PATROL CHECK	0	91	0	91	6%	0:00:01	0:00:00	0:31:49	48:16:02	0:31:49
	PRISONER TRANSPORT	0	1	1	2	0%	0:03:55	0:00:00	2:11:55	4:40:53	2:20:27

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	RADAR ENFORCEMENT	0	53	0	53	4%	0:00:01	0:00:00	0:11:32	10:12:21	0:11:33
	RECKLESS DRIVING	0	0	2	2	0%	0:01:17	0:00:29	0:07:04	0:17:42	0:08:51
	RECOVERED STOLEN VEH / PROP	0	1	1	2	0%	0:00:19	0:18:20	1:26:13	3:11:24	1:35:42
	RESCUE EMERGENCY	0	0	9	9	1%	0:01:59	0:03:21	0:31:21	5:52:18	0:39:09
	RESIDENTIAL CHECK	0	0	3	3	0%	0:13:45	0:05:18	0:20:33	1:58:50	0:39:37
	RETAIL FRAUD	0	0	4	4	0%	0:12:26	0:04:37	1:04:10	6:09:21	1:32:20
	ROBBERY ALARM	0	0	1	1	0%	0:00:58	0:03:40	0:08:37	0:13:15	0:13:15
	RUNAWAY JUVENILE	0	0	2	2	0%	0:15:39	0:14:48	0:37:15	2:15:24	1:07:42
	SHOTS FIRED	0	0	1	1	0%	0:02:49	0:01:54	0:06:14	0:10:57	0:10:57
	SOLICITOR	0	0	2	2	0%	0:08:47	0:09:17	0:13:28	1:03:03	0:31:32
	STALKING COMPLAINTS	0	0	1	1	0%	0:04:05	0:04:09	0:19:16	0:27:30	0:27:30
	STOLEN VEHICLE	0	0	2	2	0%	0:11:14	0:03:23	0:11:49	1:02:27	0:31:14
	SUBPOENA	0	2	0	2	0%	0:00:02	0:00:00	0:09:54	0:19:52	0:09:56
	SUICIDE	0	0	6	6	0%	0:04:19	0:04:06	0:46:49	4:45:53	0:47:39
	SURVEILLANCE	0	4	0	4	0%	0:00:01	0:00:00	0:12:30	0:50:04	0:12:31
	SUSPICIOUS INCIDENT	1	3	19	23	2%	0:05:56	0:05:35	0:31:40	15:10:21	0:41:23
	SUSPICIOUS PERSON	0	16	13	29	2%	0:04:44	0:03:13	0:19:13	11:33:17	0:23:54
	SUSPICIOUS VEHICLE	0	6	10	16	1%	0:07:43	0:03:42	0:09:11	4:43:29	0:17:43
	THREATS	0	1	13	14	1%	0:10:15	0:06:50	0:35:30	10:05:50	0:43:16
	TRAFFIC HAZARD	0	3	17	20	1%	0:10:08	0:04:01	0:11:02	8:35:41	0:25:47
	TRAFFIC STOP	0	298	3	301	21%	0:00:02	0:04:03	0:11:35	58:31:01	0:11:40
	VIOLATION OF PUBLIC HEALTH COE	0	2	1	3	0%	0:02:30	0:02:53	0:45:24	2:26:35	0:48:52
	VIOLATION ROAD LAWS	0	15	0	15	1%	0:00:01	0:00:00	0:50:00	12:30:19	0:50:01
	WARRANT	0	10	9	19	1%	0:01:01	0:30:17	0:43:59	16:38:39	0:52:34
	WEAPONS	0	0	2	2	0%	0:02:37	0:01:36	2:36:51	5:22:07	2:41:04

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
Subtotals for No Summary Code		2	966	493	1461	100%	0:05:20	0:05:59	0:33:48	690:55:16	0:42:58
Subtotals for WYPD		2	966	493	1461	100%	0:05:20	0:05:59	0:33:48	690:55:16	0:42:58

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2014 00:00:00 - 02/28/2014 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	4	4	0%	0:02:04	0:02:46	0:07:10	0:50:34	0:12:39
	ABANDONED AUTO	0	246	34	280	9%	0:52:37	0:10:08	0:14:14	261:58:52	0:56:08
	ACCIDENT/PERSONAL INJURY	0	1	7	8	0%	0:01:12	0:05:09	0:44:15	5:54:25	0:44:18
	ACCIDENT/PROPERTY DAMAGE	0	12	92	104	3%	0:04:56	0:05:50	0:33:59	75:30:56	0:43:34
	ACCIDENTAL DAMAGE	0	1	8	9	0%	0:02:45	0:03:25	0:27:35	4:29:34	0:29:57
	ALARM	0	0	81	81	3%	0:04:35	0:03:19	0:12:14	26:20:31	0:19:31
	ANIMAL COMPLAINT	0	2	14	16	1%	0:10:46	0:09:41	0:09:34	8:12:55	0:30:48
	ASSAULT & BATTERY	1	3	7	11	0%	0:01:54	0:05:08	1:02:05	10:07:16	1:00:44
	ASSAULT & BATTERY IN PROGRESS	0	0	2	2	0%	0:03:19	0:04:13	0:13:16	0:37:07	0:18:34
	ASSIST OTHER AGENCY	0	6	12	18	1%	0:02:45	0:02:12	0:21:28	6:21:58	0:22:28
	BE ON THE LOOKOUT	0	0	1	1	0%	0:02:08	0:01:05	0:27:13	0:30:26	0:30:26
	BREAKING & ENTERING	0	0	27	27	1%	0:03:51	0:04:35	0:31:04	20:29:08	0:45:31
	BREAKING & ENTERING IN PROGRES	0	0	4	4	0%	0:04:41	0:04:16	0:14:39	1:15:34	0:18:54
	BUILDING CHECK	0	25	2	27	1%	0:00:21	0:07:25	0:12:13	5:52:14	0:13:03
	BUSINESS STOP	0	105	0	105	3%	0:00:01	0:00:00	0:09:22	16:26:24	0:09:24
	CHECK WELL BEING	0	0	62	62	2%	0:05:30	0:04:05	0:21:29	30:27:49	0:29:29
	CHILD ABUSE/NEGLECT	0	0	3	3	0%	0:04:15	0:05:14	1:21:45	4:33:45	1:31:15
	CITIZEN ASSIST	0	37	45	82	3%	0:04:20	0:07:17	0:08:58	23:06:18	0:16:54
	CIVIL DISPUTES	1	3	25	29	1%	0:07:32	0:04:41	0:28:04	28:03:22	1:00:07
	CRIMINAL SEXUAL CONDUCT	0	3	0	3	0%	0:00:02	0:00:00	1:17:46	3:53:22	1:17:47
	DEATH INVESTIGATION	0	0	9	9	0%	0:04:45	0:06:08	1:51:36	13:51:56	1:32:26
	DETAIL	0	14	0	14	0%	0:00:01	0:00:00	1:13:05	17:03:25	1:13:06
	DISORDERLY	0	6	44	50	2%	0:02:50	0:04:47	0:52:05	49:23:33	0:59:16

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DOMESTIC	0	3	79	82	3%	0:04:38	0:05:22	0:32:48	57:16:02	0:41:54
	FELONIOUS ASSAULT	0	0	2	2	0%	0:01:28	0:02:11	0:18:26	0:44:11	0:22:06
	FIGHT	0	0	14	14	0%	0:01:31	0:02:21	0:59:53	13:54:57	0:59:38
	FIRE	0	0	10	10	0%	0:00:39	0:02:48	0:33:27	5:35:24	0:33:32
	FLEEING & ELUDING	0	1	1	2	0%	0:00:22	0:03:36	2:01:44	4:11:03	2:05:32
	FOLLOW-UP	0	200	4	204	7%	0:00:03	0:03:33	0:09:28	35:41:48	0:10:30
	FOUND PROPERTY	0	1	5	6	0%	0:06:58	0:15:49	0:15:53	3:50:50	0:38:28
	FRAUD	0	1	8	9	0%	0:08:00	0:18:22	0:27:50	6:17:38	0:41:58
	FUEL	0	39	0	39	1%	0:00:01	0:00:00	0:05:46	3:46:07	0:05:48
	GAS PUMP	0	25	0	25	1%	0:00:01	0:00:00	0:04:13	1:46:11	0:04:15
	HARASSMENT	0	4	14	18	1%	0:10:04	0:05:17	0:31:59	12:30:06	0:41:40
	HIT & RUN ACCIDENT	0	4	38	42	1%	0:04:32	0:07:47	0:35:12	35:46:35	0:51:07
	HOUSE STOP	0	12	0	12	0%	0:00:01	0:00:00	0:32:37	6:31:36	0:32:38
	IDENTITY THEFT	0	0	6	6	0%	0:02:09	0:08:09	0:29:43	2:24:41	0:24:07
	INDECENT EXPOSURE	0	0	1	1	0%	0:04:28	0:05:24	1:23:44	1:33:37	1:33:37
	INJURED INMATE	0	1	0	1	0%	0:00:02	0:00:00	4:36:19	4:36:21	4:36:21
	JUVENILE COMPLAINT	2	1	6	9	0%	0:12:46	0:02:57	0:59:31	9:03:34	1:17:39
	LARCENY	2	5	37	44	1%	0:04:05	0:05:08	0:37:00	31:59:30	0:45:42
	MALICIOUS DESTRUCTION	0	0	21	21	1%	0:07:41	0:08:26	0:22:38	15:35:33	0:44:33
	MENTAL	0	1	7	8	0%	0:04:32	0:02:33	0:34:50	5:30:11	0:41:16
	MISCELLANEOUS	1	60	46	107	4%	0:05:46	0:06:02	0:30:28	63:04:49	0:35:42
	MISSING PERSON	0	0	4	4	0%	0:04:11	0:03:24	0:20:44	2:46:52	0:41:43
	MISSING PERSON - RECOVERED	0	0	3	3	0%	0:02:34	0:06:15	0:18:33	1:22:08	0:27:23
	NARCOTICS INVESTIGATION	0	3	3	6	0%	0:07:17	0:02:49	1:24:10	9:17:13	1:32:52
	NEIGHBORHOOD DISPUTE	0	0	10	10	0%	0:06:43	0:07:12	0:12:55	5:56:30	0:35:39
	NOISE COMPLAINT	0	0	22	22	1%	0:13:42	0:06:11	0:14:55	12:46:12	0:34:50
	OFF ROAD VEHICLE	0	1	1	2	0%	0:05:40	0:08:13	0:14:37	0:48:48	0:24:24

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	OPERATING UNDER THE INFLUENCE	0	9	1	10	0%	0:00:24	0:03:50	1:17:12	12:59:13	1:17:55
	ORDINANCE VIOLATION	0	98	7	105	3%	0:01:11	0:06:54	0:13:43	28:11:59	0:16:07
	OVERDOSE	0	0	2	2	0%	0:01:18	0:02:54	0:16:51	0:42:04	0:21:02
	PARKING COMPLAINTS	0	83	54	137	4%	1:06:15	0:13:04	0:16:27	178:59:17	1:18:23
	PATROL CHECK	0	182	0	182	6%	0:00:01	0:01:17	0:32:25	98:23:17	0:32:26
	PRISONER CHECK	0	1	0	1	0%	0:00:01	0:00:00	0:41:45	0:41:46	0:41:46
	PRISONER TRANSPORT	0	1	1	2	0%	0:03:55	0:00:00	2:11:55	4:40:53	2:20:27
	RADAR ENFORCEMENT	0	87	0	87	3%	0:00:01	0:00:00	0:13:38	19:48:56	0:13:40
	RECKLESS DRIVING	0	0	5	5	0%	0:02:45	0:02:27	0:17:50	1:44:08	0:20:50
	RECOVERED STOLEN VEH / PROP	0	1	3	4	0%	0:04:55	0:07:22	1:05:14	5:02:43	1:15:41
	RESCUE EMERGENCY	0	0	15	15	0%	0:02:17	0:02:57	0:28:34	8:49:05	0:35:16
	RESIDENTIAL CHECK	0	0	3	3	0%	0:13:45	0:05:18	0:20:33	1:58:50	0:39:37
	RETAIL FRAUD	0	0	4	4	0%	0:12:26	0:04:37	1:04:10	6:09:21	1:32:20
	ROBBERY ALARM	0	0	1	1	0%	0:00:58	0:03:40	0:08:37	0:13:15	0:13:15
	RUNAWAY JUVENILE	1	0	3	4	0%	0:12:20	0:11:25	0:49:12	3:38:51	1:12:57
	SHOTS FIRED	0	0	3	3	0%	0:03:22	0:02:59	0:31:36	1:53:51	0:37:57
	SOLICITOR	0	0	2	2	0%	0:08:47	0:09:17	0:13:28	1:03:03	0:31:32
	STALKING COMPLAINTS	0	0	2	2	0%	0:05:13	0:03:52	0:21:54	1:01:58	0:30:59
	STOLEN VEHICLE	0	1	6	7	0%	0:15:29	0:07:15	0:17:20	8:35:03	1:13:35
	SUBPOENA	0	2	0	2	0%	0:00:02	0:00:00	0:09:54	0:19:52	0:09:56
	SUICIDE	0	0	9	9	0%	0:04:53	0:03:27	0:43:27	7:04:39	0:47:11
	SURVEILLANCE	0	20	0	20	1%	0:00:01	0:00:00	0:27:25	9:08:47	0:27:26
	SUSPICIOUS INCIDENT	1	5	32	38	1%	0:07:12	0:05:22	0:29:57	24:25:43	0:39:37
	SUSPICIOUS PERSON	0	20	26	46	2%	0:04:08	0:03:00	0:18:12	17:36:03	0:22:57
	SUSPICIOUS VEHICLE	0	10	18	28	1%	0:10:10	0:04:03	0:12:46	11:22:36	0:24:23
	THREATS	0	2	21	23	1%	0:11:32	0:07:00	0:28:46	15:26:23	0:40:17
	TRAFFIC HAZARD	0	19	29	48	2%	0:05:08	0:04:29	0:11:30	15:37:51	0:19:32

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRAFFIC STOP	0	497	11	508	17%	0:00:02	0:03:12	0:11:19	96:43:20	0:11:25
	VIOLATION OF PUBLIC HEALTH COE	0	3	1	4	0%	0:01:53	0:02:53	0:41:12	2:55:15	0:43:49
	VIOLATION ROAD LAWS	0	53	1	54	2%	0:00:39	0:04:13	0:36:44	33:36:05	0:37:20
	WARRANT	0	15	18	33	1%	0:01:57	0:35:38	0:50:56	35:28:16	1:04:30
	WEAPONS	0	0	2	2	0%	0:02:37	0:01:36	2:36:51	5:22:07	2:41:04
Subtotals for No Summary Code		**9**	**1935**	**1105**	**3049**	**100%**	**0:05:31**	**0:05:47**	**0:38:07**	**1629:44:21**	**0:47:02**
Subtotals for WYPD		**9**	**1935**	**1105**	**3049**	**100%**	**0:05:31**	**0:05:47**	**0:38:07**	**1629:44:21**	**0:47:02**

City of Wyandotte
DESIGN REVIEW COMMITTEE
Minutes of the Tuesday, March 4, 2014, Meeting

Member Kowalewski called the meeting to order at 11:30 a.m.

MEMBERS PRESENT:	Mark Kowalewski, Robert Benson, Sue Pilon, Norm Walker and Natalie Rankine
MEMBERS ABSENT:	None
ALSO PRESENT:	Sheila Johnson, Recording Secretary Mikey Nasser, Yogurtown Anthony Loduca, MJC Construction Management Joe Voszatka, Smooth Development, LLC Brian Neeper, Alexander, Bogaerts & Associates PC

APPROVAL OF FEBRUARY 4, 2014 MINUTES:
Member Kowalewski approved. Member Benson seconded.

REVIEW OF PROPOSED LOGO TO EXISTING AWNING AT 2913 BIDDLE AVENUE:
The application as submitted by Sign Co. (Applicant) and Mikey Nassar, Yogurtown, (Business Owner) for the property at 2913 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved with the stipulation that the letters not be over twelve (12") inches high.

REVIEW OF PROPOSED BUILDING DESIGN AT 3131-3149 BIDDLE AVENUE:
The application as submitted by MJC Construction Management (Applicant) and City of Wyandotte, (Owner) for the property at 3131-3149 Biddle Avenue, Wyandotte, Michigan has been reviewed and approved with the stipulations: 1. North and South elevation changed to brick including East elevation #408 to brick (parking lot). 2. Change three (3) front arches to limestone or granite. 3. Frontage from ground level to approximate four (4) feet high changed to limestone or granite. 4. Building name and date to be added. 5. Final design and color board to be submitted to the Design Review Committee for consideration before issuance of building permit.

OTHER BUSINESS:
None at this time.

MOTION TO ADJOURN:
MOTION BY MEMBER Benson to adjourn the meeting at 12:45 a.m.
Member Kowalewski seconded motion.

RESOLUTION

Wyandotte, Michigan March 4, 2014

RESOLUTION BY MEMBER BENSON

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The proposed logo to existing awning as submitted by Sign Co. (Applicant) and Mikey Nasser (Owner) for the property at 2913 Biddle, Wyandotte, Michigan has been reviewed and approved with the stipulation that the letters not be over twelve (12") inches high as submitted to the Design Review Committee.

I move the adoption of the foregoing resolution.

Member: Benson
Supported by Member: Walker

Yeas	Members	Nays
x	Benson	
x	Kowalewski	
x	Pilon	
x	Rankine	
x	Walker	

RESOLUTION

Wyandotte, Michigan March 4, 2014

RESOLUTION BY MEMBER BENSON

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF WYANDOTTE,

The proposed building design as submitted by MJC Construction Management (Applicant) and City of Wyandotte (Owner) for the property at 3131-3149 Biddle, Wyandotte, Michigan has been reviewed and approved with the stipulations: 1. North and South elevation changed to brick including East elevation #408 to brick (facing parking lot). 2. Change three (3) front arches to limestone or granite. 3. Frontage from ground level to approximate four (4) feet high changed to limestone or granite. 4. Building name and year built to be added. 5. Final design and color board to be submitted to the Design Review Committee for consideration before issuance of building permit.

I move the adoption of the foregoing resolution.

Member: Benson
Supported by Member: Kowalewski

Yeas	Members	Nays
x	Benson	
x	Kowalewski	
x	Pilon	
x	Rankine	
x	Walker	