



AGENDA

REGULAR SESSION

MONDAY, MAY 4, 2020 7:00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE ROBERT ALDERMAN

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL Mayor Peterson, Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

- Special Assessment District #944A - Sidewalk Repairs (Antoine Street to Ford Avenue from Electric Street to Biddle Avenue)
- Commercial Redevelopment District – 100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple Street

UNFINISHED BUSINESS

CALL TO THE PUBLIC

At this time, any persons having matters of immediate importance which they were unable to place in writing prior to the agenda deadline may approach the podium to address Mayor and Council.

CONSENT AGENDA All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council member so requests, in which event the items will be removed from the Consent Agenda and added to the regular agenda in New Business.

1. Approval of City Council Meeting Minutes - 04.20.2020
2. Rezoning Request 141 Goodell, 136 Goodell and Vacant 1203 2nd Street
3. 2020-21 City Hall Cleaning Contract Extension
4. 2020-21 Police and Court Cleaning Contract Extension
5. Purchase Additional 96 Gallon Toters (Carts)

NEW BUSINESS

6. Special Assessment District #944A
7. Commercial Redevelopment District – 100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple Street
8. Fort Street Sign Maintenance Contract
9. Summer Event Cancellations
10. Sanitary Sewer Investigation
11. 2nd Amendment to the Purchase Agreement for the properties at 1851-1857 McKinley and 1865-1869 McKinley, Wyandotte for the construction of two (2) new single family homes.
12. Sale of former 3367 12th Street (30' x 100')
13. Sale of former 316 Clark (50' x 102')

14. Sale of former 1331 Walnut (7.5' x 120')
15. Sale of former Vacant Property on Sycamore (10' x 35')
16. Final Reading #1486: Ordinance Amendment to Chapter 14 - Garbage, Trash and Weeds

BILLS & ACCOUNTS

REPORTS & MINUTES

Beautification Commission 04/15/2020

Downtown Development Authority 02/11/2020

Fire Commission 3/10/2020

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: May 18, 2020

ADJOURNMENT

PUBLIC HEARINGS

**Now is the time and place to hear objections,
if any, regarding the following item(s):**

Special Assessment District #944A -
Sidewalk Repairs
(Antoine Street to Ford Avenue from Electric Street to Biddle Avenue)

Commercial Redevelopment District – 100 Maple (also known as
3040-56-58 - 1st Street), 130- 134 Maple, and 140-142 Maple Street

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held via Virtual Telecommunication methods, due to COVID-19 in accordance with Executive Order 2020-48 using the Zoom Audio platform, on Monday, April 20, 2020, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

Present: Councilpersons Robert Alderman, Christopher Calvin, Robert DeSana, Megan Maiani, Leonard Sabuda, and Donald Schultz

ABSENT: None

Also, Present: City Treasurer, Todd Browning; Theodore Galeski, City Assessor; William Look, City Attorney; Greg Mayhew, City Engineer; and Lawrence Stec, City Clerk

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2020-74 MINUTES

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that the minutes of the meeting held under the date of March 2, 2020, be approved as recorded, without objection.

Motion unanimously carried.

2020-75 QUARTERLY INVESTMENT REPORTS – 3Q & 4Q 2019

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council hereby receives and places on file the 2019 3rd and 4th Quarter Quarterly Investment Report submitted on April 20, 2020 by the Deputy Treasurer/Assistant Finance Director.

Motion unanimously carried.

2020-76 2020 BISHOP PARK CONCESSION LEASE

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Superintendent of Recreation and the Recreation Commission to award a one year extension to operate the Bishop Park Concession Stand for the 2020 season to Mohammed Motahhar, in the amount of \$2,000 provided the proper insurance is placed on file in the City Clerk's Office and all stipulations are adhered to as outlined in said lease; AND

BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to sign said lease agreement on behalf of the City of Wyandotte.

Motion unanimously carried.

2020-77 2020/2021 BLOUNT CRUISE SHIP DOCKINGS

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED by the City Council that Council CONCURS with the recommendation of the Superintendent of Recreation and hereby APPROVES the Bishop Park Docking Agreement with Blount Small Ship Adventures for 2020-2021. Ships will dock on June 29, July 11, August 18, August 23, August 30, and September 4 of 2020 and 2021, at a rate of \$200 per day plus \$25 per docking for garbage removal; AND

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and City Clerk to sign the docking contract.

Motion unanimously carried.

2020-78 2020 WASF GUIDE BOOK

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Community Publishing in the amount of \$5,000 for the 2020 WASF Guide Book to be inserted in their June publication of the Wyandotte Today Magazine with funds to be paid from the WASF Expense Account #285-225-925-860.

BE IT FURTHER RESOLVED that Mayor and City Clerk are authorized to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

2020-79 MIMI'S MISSION NON-PROFIT STATUS REQUEST

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that Council approves the request from Mimi's Mission to be recognized as a non-profit organization operating in the community for the purpose of obtaining a Charitable Gaming License.

Motion unanimously carried.

NEW BUSINESS**2020-80 STATE OF EMERGENCY – CITY OF WYANDOTTE**

By Councilperson Schultz, supported by Councilperson Maiani

WHEREAS, the City of WYANDOTTE (the "City") is taking proactive steps to prevent and prepare for the spread of the outbreak of the novel coronavirus (COVID-19);

WHEREAS, any widespread local outbreak of COVID-19 could hinder and/or cease operations of the City and overwhelm governmental services; including, Emergency Medical Services, Hospitals, Urgent Cares, utilities, Fire and Police services;

WHEREAS, the spread of COVID-19 falls within definitions of the Emergency Management Act of 1976, Act 390 of 1976, represents an occurrence or threat of widespread or severe damage, injury or loss of life;

WHEREAS, as a result of this ongoing situation and the uncertainty of the impact to WYANDOTTE's residents and City employees, the City believes it is necessary to authorize the Mayor or his designee to take steps to protect the health and safety of City residents and employees and to create reasonable flexibility to react and take action to COVID-19 threat;

WHEREAS, the City shall require heightened and strict protocols for WYANDOTTE's Fire, Police, and Public Works Departments, when required to enter residences and for any interaction with the general public and shall work to limit face-to-face interactions between the City employees and potentially infected general public during daily business;

WHEREAS, it has become necessary based upon the above stated conditions for the City Council to declare by this Resolution a "State of Emergency" as authorized under Section 10 of Act 390, P.A. 1976 and grant the Mayor or his designee the emergency powers and authority provided therein; including, but not limited to: authority to direct and coordinate the development of emergency operations plans and programs in accordance with the policies and plans established by the appropriate federal, state and local agencies; authority to appropriate and expend funds, make contracts, and obtain and distribute

equipment, materials, and supplies for disaster purposes and to maintain the operations and services of the City; authority to suspend or not enforce any or all City Ordinances, regulations, policies, or practices adverse to the health and safety of residents; authority to order closure of any governmental building, program, activity, meeting, or service; authority to suspend any activity, program or service with or without notice; authority to approve or add any service, function or activity deemed necessary to protect the health and safety of residents and employees; authority to provide for the health and safety of persons and property including providing emergency assistance and coordination of the local response to emergencies within the municipality; authority to appoint, employ, remove, or provide fire, police and other personnel as needed; authority to schedule, reschedule, restrict and/or cancel, with or without notice, any meeting of any City Board; Commission, or Sub-Committee, including any or all Planning Commission, Zoning Board of Appeals or other City meeting and to otherwise restrict or impose reasonable safeguards for all approved meetings; authority to terminate or suspend any and all permits, licenses, or permissions granted by the City which are adverse to the health and safety of residents, including the termination or suspension of any application or existing solicitation permit, temporary retail permit or any other permit, license or permission reasonably expected to increase personal interaction or spread of the virus without appropriate safeguards;

WHEREAS, all City Departments, employees, consultants and independent contractors are hereby directed to keep records of all expenditures, costs and expenses incurred as a result of the City's response to this emergency situation;

NOW THEREFORE BE IT RESOLVED, by passage of this Resolution the WYANDOTE City Council, in accordance with Section 10 of Act 390, P.A. 1976, as amended, hereby declares that a "State of Emergency" exists within our jurisdiction as of March 23rd, 2020, and that the City Mayor and his designee are hereby granted the above temporary authority and as otherwise provided by statute through May 4, 2020, unless extended;

BE IT FURTHER RESOLVED, a certified copy of this resolution will be by LEIN or facsimile to the Commanding Officer of the Emergency Management Division, Department of State Police (LEIN code: ELES), MSP Special Operations Division (LEIN code: ELOP), and the appropriate EMO District Coordinator, pursuant to Section 10 of Act 390, P.A. 1976, as amended.

Motion unanimously carried.

2020-81 EMERGENCY PAID SICK LEAVE ACT

By Councilperson Schultz, supported by Councilperson Maiani

CITY OF WYANDOTTE

RESOLUTION OF CITY OF WYANDOTTE EMERGENCY RESPONDERS EMERGENCY PAID SICK LEAVE ACT REGARDING COVID-19

Whereas, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death that can easily spread from person to person; and

Whereas, in response to the outbreak on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a Public health emergency; and

Whereas, on March 10, 2020, Governor Gretchen Whitmer declared a state of emergency across the State of Michigan pursuant to Executive Order No. 2020-4; and

Whereas, on March 13, 2020, President Donald Trump declared a national state of emergency due to the outbreak; and

Whereas, in response to the present public health crisis, the House of Representatives adopted House Resolution 6201 establishing the Emergency Family Medical Leave Expansion Act; and

Whereas, pursuant to the language in the statute which goes into effect on April 2, 2020, Section 3105, special rule for health care providers and emergency responders provides that employer of an employee who is a health care provider or an emergency responder may elect to exclude such employees from the application of this provision and the amendments made under Section 3102 of this Act; and

Whereas, additional protections have also been afforded to first responders because of the important and critical nature of their continued working and responding to duty during this emergency; and

Whereas, the public safety of the residents of City of Wyandotte remains the critical concern at present and the necessity of acting in accordance with this special rule is in the best interests of the residents of the City.

NOW THEREFORE BE IT RESOLVED:

1. That the City Council of the City of Wyandotte has as determined effective, Monday, March 30, 2020 exempt all emergency responders from the provisions of Emergency Paid Sick Leave Act.
Motion unanimously carried.

2020-82 EMERGENCY FAMILY MEDICAL LEAVE EXPANSION ACT

By Councilperson Schultz, supported by Councilperson Maiani

CITY OF WYANDOTTE

RESOLUTION OF CITY EMERGENCY RESPONDERS EMERGENCY FAMILY MEDICAL LEAVE EXPANSION ACT REGARDING COVID-19

Whereas, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death that can easily spread from person to person; and

Whereas, in response to the outbreak on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a Public health emergency; and

Whereas, on March 10, 2020, Governor Gretchen Whitmer declared a state of emergency across the State of Michigan pursuant to Executive Order No. 2020-4; and

Whereas, on March 13, 2020, President Donald Trump declared a national state of emergency due to the outbreak; and

Whereas, in response to the present public health crisis, the House of Representatives adopted House Resolution 6201 establishing the Emergency Family Medical Leave Expansion Act; and

Whereas, pursuant to the language in the statute which goes into effect on April 2, 2020, Section 3105, special rule for health care providers and emergency responders provides that employer of an employee who is a health care provider or an emergency responder may elect to exclude such employees from the application of this provision and the amendments made under Section 3102 of this Act; and

Whereas, additional protections have also been afforded to first responders because of the important and critical nature of their continued working and responding to duty during this emergency; and

Whereas, the public safety of the residents of the City remains the critical concern at present and the necessity of acting in accordance with this special rule is in the best interests of the residents of the City.

NOW THEREFORE BE IT RESOLVED:

1. That the City Council of the City of Wyandotte has as determined effective, Monday, March 30, 2020 exempt all emergency responders from the provisions of Emergency Medical and Family Leave Expansion Act.
Motion unanimously carried.

2020-83 REAPPOINTMENT – DEPARTMENT OF LEGAL AFFAIRS

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED by the City Council hereby re-appoints the firm of Look Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte for a two-year term effective April 20, 2020 to April 19, 2022 with a salary of \$80,000 per year to come from Account Number 101-200-825-330.

Motion unanimously carried.

2020-84 APPOINTMENT TO PLANNING COMMISSION – K. STEC

By Councilperson Schultz, supported by Councilperson Maiani

WHEREAS, a vacancy has occurred on the Planning Commission due to the death of Commissioner Bob Benson; and

WHEREAS, City Council extends their deepest condolences to the family of Bob Benson as well as thanks and appreciation for the service Bob has given to the City of Wyandotte;

BE IT RESOLVED that City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Kelly Stec of 2414 15th St., Wyandotte, MI to the Planning Commission. Term to expire April 2023.

Motion unanimously carried.

2020-85 DEFICIT ELIMINATION PLAN – EQUIPMENT & REPLACEMENT FUND

By Councilperson Schultz, supported by Councilperson Maiani

WHEREAS, the financial statements of the City of Wyandotte show a deficit in the Equipment and Replacement Fund; and

WHEREAS, The City of Wyandotte is required to adopt A Deficit Elimination Plan that addresses said deficit in the Equipment and Replacement Fund; and

WHEREAS, Staff has prepared the Deficit Elimination Plan to address the requirement; now therefore

BE IT RESOLVED BY CITY COUNCIL, That Council adopts the Deficit Elimination Plan; and

BE IT FURTHER RESOLVED BY CITY COUNCIL, That the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

2020-86 DEFICIT ELIMINATION PLAN – CONSTRUCTION FUND

By Councilperson Schultz, supported by Councilperson Maiani

WHEREAS, the financial statements of the City of Wyandotte show a deficit in the Construction Fund; and WHEREAS, The City of Wyandotte is required to adopt a Deficit Elimination Plan that addresses said deficit in the Construction Fund; and

WHEREAS, Staff has prepared the attached proposed Deficit Elimination Plan along with budget amendments to address the requirement; now therefore

BE IT RESOLVED BY CITY COUNCIL, That Council adopts the Deficit Elimination Plan; and

BE IT FURTHER RESOLVED BY CITY COUNCIL, That the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

2020-87 DEFICIT ELIMINATION PLAN – BROWNFIELD REDEV. AUTH. FUND

By Councilperson Schultz, supported by Councilperson Maiani

WHEREAS, the financial statements of the City of Wyandotte show a deficit in the Brownfield Redevelopment Authority Fund; and

WHEREAS, The City of Wyandotte is required to adopt A Deficit Elimination Plan that addresses said deficit in the Brownfield Redevelopment Authority Fund; and

WHEREAS, Staff has prepared the attached proposed Deficit Elimination Plan to address the requirement; now therefore

BE IT RESOLVED BY CITY COUNCIL, That Council adopts the Deficit Elimination Plan for the Brownfield Redevelopment Authority Fund; and

BE IT FURTHER RESOLVED BY CITY COUNCIL, That the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

2020-88 WPD PURCHASE OF BODY WORN CAMERAS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the approval to purchase Body Worn Cameras from Axon (Bid File #4777) in the amount of \$63,917.00, enter in to a Total Assurance Plan agreement for (5) years in the amount of \$31,730.00. each year, with total cost after 6 years in the amount of \$190,837.00; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL authorizes the police department to proceed with this purchase.

Motion unanimously carried.

2020-89 1ST AMEND. TO MAINTENANCE AGREEMENT – WAYNE METRO CAA

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the 1st Amendment to the Maintenance Agreement between the City of Wyandotte and Wayne Metropolitan Community Action Agency is hereby approved; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute said 1st Amendment as presented to Council.

Motion unanimously carried.

2020-90 BID FILE #4719: WASTE MANAGEMENT CONTRACT AMENDMENT

By Councilperson Schultz, supported by Councilperson Maiani

Resolved by City Council that Council concurs with the recommendation of the City Engineer and approves the contract amendment to Waste Management's Contract for File #4719 Solid Waste Collection Program, and further, authorizes the Mayor and City Clerk to sign said contract amendment.

Motion unanimously carried.

2020-91 BID FILE #4707: CONTRACT EXTENSION – ASPHALT RESURFACING

By Councilperson Schultz, supported by Councilperson Maiani

Resolved by City Council that Council agrees with the recommendation of the City Engineer and approves the contract extension of Bid File #4707 for Al's Asphalt Paving Co. in the amount of \$2,200,000 paid from the following accounts: \$542,000 from account #202-440-825-460, \$842,000 paid from account #203-440-825460, \$816,000 paid from account #492-200-825-460.

Motion unanimously carried.

2020-92 BID FILE #4757: CONTRACT EXT. – BITUMINOUS STREET JOINT & CRACK SEALING

By Councilperson Schultz, supported by Councilperson Maiani

Resolved by City Council that Council agrees with the recommendation of the City Engineer and approves the contract extension of Bid File #4757 for Michigan Joint Sealing in the amount of \$530,000 which shall be paid from the following accounts: \$261,000 from account #202-440-825-460 and \$269,000 paid from account #492-200-825-460.

Motion unanimously carried.

2020-93 BID FILE #4726: CONTRACT EXTENSION – GRASS CUTTING SERVICES

By Councilperson Schultz, supported by Councilperson Maiani

Resolved by City Council that Council agrees with the recommendation of the City Engineer and APPROVES the contract extension of Bid File #4726 for U.S. Lawns of Livonia in the amount of \$70,944 paid from the following accounts: \$60,192 from account #492-200-850-520 and \$10,752 paid from account #101-448-825480.

Motion unanimously carried.

2020-94 BID FILE #4778: DEMOLITION OF VARIOUS STRUCTURES

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED that Council concurs with the recommendation of the City Engineer and approves the award for Bid File #4778 to Pro Excavation of Wyandotte, MI, for the Demolition of Various Structures in the amount of \$264,000, and authorizes the Mayor and City Clerk to proceed with the execution of this contract, and,

FURTHER RESOLVED the project will be funded from account 492-200-850-519 in the amount of \$264,000 for the demolition of structures at:

351 HUDSON STREET

321 SYCAMORE STREET

2303 3RD STREET

425-429 ST. JOHNS STREET

569 ORANGE STREET

2557 BIDDLE AVENUE

616 ORANGE STREET

2533 BIDDLE AVENUE

405 CHERRY STREET

863 8TH STREET

Motion unanimously carried.

2020-95 COMPOSTING AGREEMENT

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED by the City Council that Council approves the Composting Agreement with Regulated Resource Recovery, Inc. to provide processing of compost materials for the City at the unit rate of \$8.75 per cubic yard, and

FURTHER RESOLVED that the Mayor is authorized to execute said Composting Agreement.

Motion unanimously carried.

2020-96 FINAL READING #1485: RETIREMENT ALLOWANCE ORDINANCE

By Councilperson Schultz, supported by Councilperson Maiani

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND SECTIONS 2-206(1), 2-206(2) DEFINITION OF "FINAL AVERAGE COMPENSATION" 2-206 DEFINITION OF "POLICEMAN OR FIREMAN MEMBER", 2-206 DEFINITION OF "VOLUNTARY RETIREMENT AGE", 2-207(c),(1),(4) "MEMBERSHIP", 2-214 "POLICEMAN AND FIREMAN MEMBER RETIREMENT ALLOWANCE", 2-221(b) "RETIREMENT ALLOWANCE OPTIONS", AND 2-245(b) "SPECIAL SUPPLEMENTAL RETIREMENT BENEFIT ALLOWANCE" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE.

The City of Wyandotte Ordains:

Section 1. Amendment of Sec. 2-206. "Definitions" by amending the definition of "Final Average Compensation"

Sec. 2-206. Definitions

Final Average Compensation means:

1. For general members, the average of any three (3) consecutive years of a member's credited service producing the highest total amount of said member's base wage plus the average longevity payments made to the member during the last three (3) years of his employment, effective October 6, 1980. If a member has less than three (3) years of credited service, his final average compensation received by him during his total period of credited service. Notwithstanding anything herein to the contrary, effective October 5, 1987, for members of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, and for members of the Police Officers Association of Michigan (P.O.A.M.), final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than ten (10) per cent. Notwithstanding anything herein to the contrary, effective February 1, 1990, for nonunion general members, for members of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, and members of the F.O.P. police/fire dispatcher/clerical, final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued

vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective February 1, 2000, for nonunion general members and for members of the American Federation of State, County, and Municipal Employees

(A.F.S.C.M.E.) Local 894, final average compensation means the average of the highest three (3) consecutive years of compensation, and includes all base wages, overtime, and longevity. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective February 1, 2013, for nonunion general members, and June 30, 2013, for members of the American Federation of State, County, and Municipal Employees (A.F.S.C.M.E.) Local 894, final average compensation means the average of the highest three (3) consecutive years of compensation, and includes all base wages, and longevity. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent. Notwithstanding anything to the contrary, effective January 1, 1999, for members of the American Federation of State, County, and Municipal Employees (A.F.S.C.M.E.) Local 894, final average compensation means the average of the highest three (3) consecutive years of compensation, and includes all base wages, overtime, and longevity. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent.

2. For police members, the best twelve (12) months of compensation plus holiday pay for the three hundred sixty-five-day period preceding the effective date of retirement plus longevity contained in the last year of credited service, effective October 6, 1980. Notwithstanding anything herein to the contrary, effective February 1, 1987, for members of the patrol officers bargaining unit only, final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick amounts shall in no event increase a member's final average compensation more than ten (10) per cent. Notwithstanding anything herein to the contrary, for police members and police department command officers, final average compensation means the best twelve (12) consecutive months of compensation, plus longevity contained in the last year of credited service, and shall also include holiday pay for the three hundred sixtyfive-day period preceding the effective date of retirement, effective October 5, 1981. Notwithstanding anything herein to the contrary, effective February 1, 1990, for police members and police department command officers, final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective February 1, 1999, for police patrol members and February 1, 2000, for police command members, final average compensation means the average of the highest three (3) out of the last ten (10) years of compensation, and includes all base wages, shift differential, eligible overtime as defined in the collective bargaining agreement, annual payments of accrued compensatory time, longevity pay, and holiday pay. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective January 1, 2020, for police patrol and command officers hired after February 1, 1999, final average compensation means the average of the highest sixty (60) consecutive months of base wages out

of the last ten (10) consecutive years. For fire members "final average compensation" means the best twelve (12) months of compensation plus longevity contained in the last year of credited service, effective October 4, 1976, and "final average compensation" shall also include holiday pay for the three hundred sixty-five-day period preceding the effective date of retirement, effective October 5, 1981. Notwithstanding anything herein to the contrary, effective February 1, 1987, for fire members, final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation by more than ten (10) per cent. Notwithstanding anything herein to the contrary, effective February 1, 1990, for fire members, final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective February 1, 2000, for fire members, final average compensation means the average of the highest three (3) out of the last ten (10) consecutive years of compensation, and includes all base wages, ALS premium pay, overtime, longevity, food allowance and holiday pay. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective February 1, 2012, for fire members final average compensation means the average of the highest three (3) consecutive years out of the last ten (10) years of compensation, and includes all base wages, ALS premium pay, food allowance and holiday pay for this time period. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent. Notwithstanding anything herein to the contrary, effective January 1, 2016, for fire members, final average compensation means the average of the highest three (3) out of the last ten (10) consecutive years of compensation, and includes all base wages, ALS premium pay, eligible overtime as defined in the collective bargaining agreement, longevity, food allowance and holiday pay. Final average compensation (except in the case of a deferred retirement, a member's resignation or a member's discharge) will also include accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's final average compensation by more than twenty-five (25) per cent.

Section 2. Amendment of Sec. 2-206. "Definitions" by amending the definition of "Policeman or Fireman Member" in Subparagraph (1)

Sec. 2-206. Definitions

Member means any person who is included in the membership of the retirement system as set forth below:

1. Policeman or fireman member means any member who is employed in the police or fire departments of the city holding the rank of patrolman or pipeman, including probationary patrolman or pipeman, or higher rank. The term "policeman or fireman member" shall not include (i) any person who is privately employed as a policeman or a fireman, (ii) any person who is temporarily employed as a policeman or fireman for any emergency, (iii) any civilian employee in the police or fire departments, , (iii) any civilian employee in the police or fire departments, (iv) any police patrol member hired between after February 1, 1999, and December 31, 2019, who did not elect to join the system as of January 1, 2020, and (v) any police command member hired between after February 1, 1999 and December 31, 2019, who did not elect to join the system as of January 1, 2020, and (vi) any fireman member hired after October 1, 2000.
2. Hospital member means any member who is employed in the Wyandotte General Hospital.
3. Municipal service member means any member who is employed in the municipal service department of the city.

4. General member means any member, including nonunion administrative, technical, and clerical employees and members of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, and members of the Police Officers Association of Michigan (P.O.A.M.), except (i) a policeman or fireman member, (ii) a hospital member, (iii) a municipal service member, (iv) nonunion administrative, technical, or clerical employees of the city hired after October 1, 1999, (v) members of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, hired after March 31, 2000, (vi) nonunion administrative, technical, or clerical employees of the city hired before October 1, 1999, who voluntarily elected to leave membership of the retirement system on March 31, 2001, pursuant to the rules in effect at that time, (vii) members of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, hired before March 31, 2000, who voluntarily elected to leave membership of the retirement system on March 31, 2001, pursuant to the rules in effect at that time, (viii) members of the Police Officers Association of Michigan (P.O.A.M.)—Dispatchers/clerical bargaining unit hired after July 1, 2001, (ix) members of the Police Officers Association of Michigan (P.O.A.M.)—Dispatchers/clerical bargaining unit hired before July 1, 2001, who voluntarily elected to leave membership of the retirement system on June 30, 2002, pursuant to the rules in effect at that time, and (x) members of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, hired before March 31, 2000, who voluntarily elected to leave membership of the retirement system on March 31, 2013, pursuant to the rules in effect at that time. Section 3. Amendment of Sec. 2-206. “Definitions” by amending the definition of “Voluntary Retirement Age”

Sec. 2-206. Definitions

Voluntary Retirement Age means the applicable age set forth below:

1. For a police member hired prior to February 1, 1999, the first to occur, (i) fifty-five (55) years of age, or (ii) twenty-five (25) years of credited service and at least age fifty (50), effective October 4, 1976. For a police member hired after February 1, 1999, the first to occur, (i) fifty-five (55) years of age and twenty-five (25) years of credited service or (ii) sixty (60) years of age with ten (10) years of credited service.
 2. For a fire member, the first to occur of (i) fifty-five (55) years of age, or (ii) fifty (50) years of age and thirty (30) years of credited service, effective October 3, 1977. Notwithstanding anything herein to the contrary, effective February 1, 1990, for a fire member, twenty-five (25) years of credited service without regard to age, or age fifty-five (55) with ten (10) or more years of credited service.
 3. Age sixty (60) years for a hospital member.
 4. For an hourly municipal service member, age sixty (60) years, or (ii) the age at which he acquires thirty (30) years of credited service. Effective January 1, 1988, for an exempt or nonexempt salaried municipal service member only, the first to occur of (i) age sixty (60) years, or (ii) the age at which he acquires twenty-five (25) years of credited service.
 5. For a general member, the first to occur of (i) age fifty-five (55) years, or (ii) the age at which he acquires twenty-five (25) years of credited service, effective October 4, 1976. Notwithstanding anything herein to the contrary, effective February 1, 1990, for a general member, twenty-five (25) years of credited service without regard to age, or age fifty-five (55) with ten (10) or more years of credited service
- Section 4. Amendment of Subparagraphs (c)(1) and (4) of Sec. 2-207. “Membership” Sec. 2-207. Membership (a) The membership of the retirement system shall include all persons who are, and who become, officers or employees of the city, except as provided in subsection (b) of this section. (b) The membership of the retirement system, effective April 1992, shall not include:
- 1) Elective and appointive officials who are not in full time employment with the city;
 - 2) Any person whose services are compensated on a fee or contractual basis;
 - 3) Any person in a position normally working less than eighty (80) hours per month;
 - 4) Any person hired on a temporary part-time seasonal, co-op, internship or emergency or volunteer basis, including crossing guards and park rangers;
 - 5) The medical director and actuary;

6) Any person who cannot complete the minimum credited service requirements, other than those eligible under section 2-262 dealing with the Reciprocal Retirement Act;

7) Any person in receipt of retirement allowance from the City of Wyandotte Employee's Retirement System.

(c) In addition to the exclusions identified in (b) above, membership of the retirement system shall not include:

1) Any police patrol member hired between after February 1, 1999, and December 31, 2019, who did not elect to join the system effective January 1, 2020. 2) Any nonunion administrative technical or clerical employees of the city hired after October 1, 1999;

3) Any member of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, hired after March 31, 2000;

4) Any police command member hired between after February 1, 1999, and December 31, 2019, who did not elect to join the system effective January 1, 2020

5) Any fireman member hired after October 1, 2000;

6) Any nonunion administrative, technical, or clerical employee of the city hired before October 1, 1999, who voluntarily elected to leave membership of the retirement system on March 31, 2001, pursuant to the rules in effect at that time;

7) Any member of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, hired before March 31, 2000, who voluntarily elected to leave membership of the retirement system on March 31, 2001, pursuant to the rules in effect at that time;

8) Any member of the dispatch/clerical bargaining unit hired after July 2, 2001;

9) Any member of the dispatch/clerical bargaining unit hired before July 1, 2002, who voluntarily elected to leave membership of the retirement system on June 30, 2002, pursuant to the rules in effect at that time;

10) Any municipal service employee hired after September 30, 2006;

11) Any municipal service employee hired before October 1, 2006, who voluntarily elected to leave membership of the retirement system.

12) Any member of the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Local 894, hired before March 31, 2000, who voluntarily elected to leave membership of the retirement system on March 31, 2013, pursuant to the rules in effect at that time.

(d) In all cases of doubt, the commission shall decide who is a member of the system within the meaning of this article. Section 5. Amendment of Sec. 2-214. "Policeman and Fireman Member Retirement Allowance" by adding a provision guaranteeing a minimum straight life pension taking effect January 1, 2020 for police members

Sec. 2-214. Policeman and Fireman Member Retirement Allowance

Effective February 1, 1999 for patrol police members and February 1, 2000 for command police members, hired after October 1, 1982, retroactive to date of hire, shall receive a straight life retirement allowance and shall have the right to elect a retirement allowance under an option provided in section 2-221 in lieu of a straight life retirement allowance. The straight life retirement allowance shall equal the sum of:

(1) An annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement; and

(2) A pension which when added to his annuity will provide a retirement allowance equal to the number of years and months of credited service, not to exceed twenty-five (25) years, multiplied by two and one-half (2½) per cent, times the final average compensation plus the number of years and months of credited service in excess of twenty-five (25) years, if any, multiplied by one (1) per cent times the final average compensation.

Maximum benefit is seventy-five (75) per cent of final average compensation. Members will make pretax contributions of five (5) per cent from all income included in the final average compensation.

Effective February 1, 2000, a fireman member, retroactive to date of hire, shall be guaranteed a minimum straight life pension equal to:

- (1) An amount equal to the sum of (i) the number of years, and fraction of a year, of his credited service not to exceed twenty-five (25) years, multiplied by two and one-half (2½) per cent of his final average compensation, plus (ii) the number of years, and fraction of a year, of his credited service in excess of twenty-five (25) years, if any, multiplied by one (1) per cent of his final average compensation, but not to exceed seventy-five (75) per cent of final average compensation; less
- (2) An amount equal to the actuarial equivalent of his hypothetical accumulated contributions standing to his credit at the time of his retirement, such actuarial equivalent amount to be computed on the basis of the 1971 group annuity mortality table, with a five-year setback for females, and interest at the rate of six (6) per cent per year, compounded annually. Effective February 1, 2000, interest will be applied at five (5) per cent per year, compounded annually.

Effective September 16, 2005, a fireman member who is an active member on October 1, 1982 who retires within sixty (60) days after the attainment of twenty-five (25) years of credited service as a fire member (provided said retirement occurs subsequent to September 16, 2005), or who retires subsequent to September 16, 2005 and no later than November 15, 2005, shall be eligible for a minimum straight life pension equal to:

- (1) An amount equal to the sum of (i) the number of years, and fraction of a year, of his credited service not to exceed twenty-five (25) years, multiplied by two and four-fifths (2.80) per cent of his final average compensation, plus (ii) the number of years, and fraction of a year, of his credited service in excess of twenty-five (25) years, if any, multiplied by one (1) per cent of his final average compensation, but not to exceed seventy-five (75) per cent of final average compensation; less
- (2) An amount equal to the actuarial equivalent of his hypothetical accumulated contributions standing to his credit at the time of his retirement, such actuarial equivalent amount to be computed on the basis of the 1971 group annuity mortality table, with a five-year setback for females, and interest at the rate of six (6) per cent per year, compounded annually.

A command police member who is an active member on October 1982 shall be guaranteed a minimum straight life pension equal to:

- (1) An amount equal to the sum of (i) the number of years, and fraction of a year, of his credited service not to exceed twenty-five (25) years, multiplied by two and one-half (2½) per cent of his final average compensation, plus (ii) the number of years, and fraction of a year, of his credited service in excess of twenty-five (25) years, if any, multiplied by one (1) per cent of his final average compensation, but not to exceed seventy-five (75) per cent of final average compensation; less
- (2) An amount equal to the actuarial equivalent of his hypothetical accumulated contributions standing to his credit at the time of retirement, such actuarial equivalent amount to be computed on the basis of the 1971 group annuity mortality table, with a five-year setback for females, and interest at the rate of six (6) per cent per year, compounded annually.

Effective October 16, 2001, a command police member who is an active member on October 1, 1982 who retires within thirty (30) days after the attainment of twenty-five (25) years of credited service as a police member provided said retirement occurs subsequent to October 16, 2001 (but in no case have cumulative credited service in excess of thirty (30) years) will be eligible for a minimum straight life pension equal to:

- (1) An amount equal to the sum of (i) the number of years, and fraction of a year, of his credited service not to exceed twenty-five (25) years, multiplied by two and four-fifths (2.80) per cent of his final average compensation, plus (ii) the number of years, and fraction of a year, of his credited service in excess of twenty-five (25) years, if any, multiplied by one (1) per cent of his final average compensation, but not to exceed seventy-five (75) per cent of final average compensation; less
- (2) An amount equal to the actuarial equivalent of his hypothetical accumulated contributions standing to his credit at the time of his retirement, such actuarial equivalent amount to be computed on the basis of the 1971 group annuity mortality table, with a five-year setback for females, and interest at the rate of six (6) per cent per year, compounded annually.

Effective January 1, 2020, for police members hired after February 1, 1999, shall be guaranteed a minimum straight life pension equal to: (1) An amount equal to the sum of (i) the number of years, and

fraction of a year, of his credited service, multiplied by two (2) per cent of his final average compensation, but not to exceed seventy (70) per cent of final average compensation.

Notwithstanding anything elsewhere in this section to the contrary, effective February 1, 1990, as it relates to police or fire members and police department command officers, the city expressly reserves the right to waive, maintain or alter the provisions of this section, provided however, in no event shall any pension benefits set forth in this article be lessened or reduced as a result of waiving, maintaining, or altering any provisions thereof.

Section 6. Amendment of Subparagraph (b) of Sec. 2-221. "Retirement Allowance Options"

Sec. 2-221. Retirement Allowance Options

(a) Subject to the provisions of subsection (b) hereinafter set forth, prior to the effective date of his retirement, but not thereafter, a member may elect to receive his retirement allowance as a straight life retirement allowance payable throughout his life, or he may elect to receive the actuarial equivalent, computed as of the effective date of his retirement, of his straight life retirement allowance in a reduced retirement allowance payable throughout his life, and nominate a beneficiary in accordance with the provisions of option 1, 2 or 3 set forth below. If a member does not elect an option prior to the effective date of his retirement, his retirement allowance shall be paid him as a straight life retirement allowance.

(1) Option 1—Cash refund annuity. Under option 1 a retirant shall receive a reduced retirement allowance payable throughout his life with the provisions that if he dies before he has received in payment of the annuity portion of his reduced retirement allowance an aggregate amount equal to his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement, the difference between his said accumulated contributions and the said aggregate amount of annuity payments received by him shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the commission. If there be no such designated person surviving the retirant, such difference, if any, shall be paid to the retirant's legal representative.

(2) Option 2—Joint and survivor allowance. Under option 2 a retirant shall receive a reduced retirement allowance payable throughout his life with the provisions that upon his death his reduced retirement allowance shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the commission prior to the effective date of his retirement.

(3) Option 3—Modified joint and survivor allowance. Under option 3 a retirant shall receive a reduced retirement allowance payable throughout his life with the provision that upon his death one-half his reduced retirement allowance shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the commission prior to the effective date of his retirement. (b) Notwithstanding anything elsewhere in this section to the contrary, effective February 1, 1990, as it relates to police members hired before February 1, 1999, police department command officers hired before February 1, 1999, members of the F.O.P. police/fire dispatcher/clerical bargaining unit, fire members and general members, and effective October 1, 1995 for hourly municipal members, and effective June 6, 1990 for salaried municipal service members, if said member has elected either an option 2 or option 3 prior to the effective date of his retirement and the retirant and the nominated beneficiary become legally divorced or the beneficiary nominated in accordance with either option dies prior to said retirant, then in either case the retirant's retirement allowance shall be paid to him as a straight life retirement allowance as of the date of the entry of the judgment of divorce or the date of death of said nominated beneficiary, as the case may be.

(c) Effective September 16, 1996, all general city, police and fire employees who retired on or before January 31, 1990 and received a monthly pension payroll paycheck on September 15, 1996 with said retiree selecting either an option 2 or option 3 survivorship retirement benefit prior to the effective date of his retirement and the beneficiary nominated in accordance with either option having died prior to said retirement, then the retirant's retirement allowance shall be paid as a straight life retirement allowance to the retirant as of the date of the beneficiaries death or September 18, 1996 whichever date occurs later.

Effective September 16, 2004, all municipal service salary and hourly employees who retired on or before and received a monthly pension payroll paycheck on September 15, 2004 with said retiree selecting either an option 2 or option 3 survivorship retirement benefit prior to the effective date of his retirement and the beneficiary nominated in accordance with either option having died prior to September 16, 2004, then the retirant's retirement allowance shall be paid as a straight life retirement allowance to the retirant as of the beneficiary's death or September 16, 2004 whichever date occurs later. (d) A retroactive benefit shall be paid to all general city, police and fire retirees who have met all of the requirements of subsection (c) above from September 16, 1996 to date of the resolution passage by the city council. This benefit shall be paid in the month following city council passage of this Ordinance No. 1028, passed Jan. 6, 1997. In no instance shall any retroactive straight life benefit be paid for any retirement time prior to September 16, 1996 or to a deceased retiree's estate if the retiree died prior to September 16, 1996.

A retroactive benefit shall be paid to all municipal service salary and hourly retirees who have met all of the requirements of subsection (c) above that pertains to municipal service as of September 16, 2004. This benefit shall be paid in the month following city council passage of Ordinance No. 1204. In no instance shall any retroactive straight life benefit be paid for any retirement time prior to September 16, 2004 or to a deceased retiree's estate if the retiree died prior to September 16, 2004.

Section 7. Amendment of Subparagraph (b) of Sec. 2-245. "Special Supplemental Retirement Benefit Allowance"

Sec. 2-245. Special Supplemental Retirement Benefit Allowance

(a) The provisions of this section shall be effective December 15, 1980, and shall be operative during a fiscal year if the (i) retirement commission adopts a resolution as of September thirtieth of each fiscal year to allocate monies to the special retirement reserve fund for the fiscal year under section 2-238, and (ii) the city council adopts a resolution declaring the provisions of this section in effect for the fiscal year.

(b) Subject to the preceding restrictions, to be eligible for a special supplemental retirement benefit allowance, the retirant or beneficiary must have been in receipt of a retirement allowance for one (1) full calendar year as of the September thirtieth prior to receiving a retirement allowance. Police members hired after February 1, 1999, are ineligible for any improvement or supplemental payments of retirement allowances payable to retirants of the retirement system.

(c) The amount of the special supplemental retirement allowance to be paid each eligible retirant or beneficiary shall be equal to one-half of the total monies credited to the special retirement reserve fund as of September thirtieth of each fiscal year under section 2-238 divided by the total number of years of credited service for all eligible retirants and beneficiaries of the system multiplied by each retirant's or beneficiary's respective years of credited service in the system.

(d) Payment of the special supplemental retirement benefit allowance set forth herein shall be paid to each eligible retirant or beneficiary on December fifteenth of each year.

(e) A request form shall be submitted to each eligible retirant or beneficiary, and shall be returned within thirty (30) days of mailing. Failure to return the form will eliminate the benefit payment to the retirant or beneficiary for that fiscal period.

(f) In the case of a beneficiary, the effective date of the special supplemental retirement benefit allowance shall be the date of death of the member of the system or the date of retirement of the member of the system, as the case may be.

(g) The commission shall evaluate the requirements of this section and the possibility of increasing benefits under this section each fiscal year.

(h) Notwithstanding anything in this section to the contrary, no special supplemental retirement benefit allowance shall be made to any retirant or beneficiary in any fiscal year unless sufficient monies are available in the special retirement reserve fund to make the benefit payments provided in subsection (c).

Section 8. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 9. Effective Date. This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

Motion unanimously carried.

2020-97 FIRST READING #1486: CHAPTER 14 – GARBAGE, TRASH, WEEDS

By Councilperson Schultz, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the proposed amendments to Chapter 14 Garbage, Trash and Weeds, and further, that the first reading of the Ordinance Amendment #1486 regarding the aforementioned section of the Code of Ordinances was held on April 20, 2020.

Motion unanimously carried.

2020-98 FIRST & FINAL READING #1487: LEGAL AFFAIRS SALARY

By Councilperson Schultz, supported by Councilperson Maiani

AN ORDINANCE ENTITLED AN ORDINANCE SETTING THE SALARY FOR THE DEPARTMENT OF LEGAL AFFAIRS

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Salary for Department of Legal Affairs

The salary for the law firm of William R. Look, P.C. as the Department of Legal Affairs for the City of Wyandotte shall be at a yearly salary of Eighty Thousand and 00/100 (\$80,000.00) Dollars to cover the period from April 20, 2020 to April 19, 2022. In addition, the law firm shall be reimbursed for miscellaneous costs and expenses incurred when acting as legal counsel for the City of Wyandotte.

Section 2. Severability.

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

Section 3. Effective Date.

This ordinance shall take immediate effect. This ordinance is deemed necessary for the immediate preservation of the public peace, property, health, safety and for providing for the usual daily operation of the City. This ordinance shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. The ordinance shall designate the location in the City where a true copy of the ordinance can be inspected or obtained.

Motion unanimously carried.

REPORTS & MINUTES

Beautification Commission	03/11/2020
Cultural & Historical Commission	02/13/2020
Fire Commission	02/25/2020
Police Commission	02/25/2020 & 03/10/2020
WMS Commission	02/26/2020

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

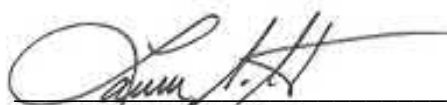
ADJOURNMENT

2020-99 ADJOURNMENT

By Councilperson Schultz, supported by Councilperson Maiani

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:23 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

Item Number: #1
Date: May 4, 2020

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of April 20, 2020, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 2

ITEM: Rezoning Request 141 Goodell, 136 Goodell and Vacant 1203 2nd Street

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: At the January 13, 2020, City Council Meeting, Council referred the rezoning of the property at 141 Goodell, 136 Goodell and Vacant 1203 2nd Street (Lots 10 to 12 Incl I. Witkowski Sub also Lots 1 to 6 Incl Noah Leblancs Biddle Ave Sub; The E 112.48 Ft of W 222.48 Ft of Lots 3 and 4 Exc s 50 Ft of lot 3, the Estate of Joseph Goodell deceased Sub; Lot 150 Assessor's Wyandotte Plat No. 8) back to the Planning Commission for consideration to rezone the property PD (Plan Development District).

On February 13, 2020, the Planning Commission held the public hearing. The Commission recommends that said property be approved for rezoning to PD (Plan Development District). See attached Minutes and Resolution.

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

ACTION REQUESTED: Concur with recommendation from the Planning Commission to approve the rezoning of the referenced property to PD (Plan Development District).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform Owner of decision by City Council. Refer the rezoning to the Department of Legal Affairs to prepare the proper ordinance.

LIST OF ATTACHMENTS:

1. Rezoning 141-136 Goodell and 1203 2nd

RESOLUTION

Item Number: #2
Date: May 4, 2020

RESOLUTION by Councilperson _____

RESOLVED that the communication from the Planning Commission regarding the rezoning of the properties known as 141 Goodell, 136 Goodell and Vacant 1203 2nd Street, Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the rezoning of properties known as 141 Goodell, 136 Goodell and Vacant 1203 2nd Street (Lots 10 to 12 Incl I. Witkowski Sub also Lots 1 to 6 Incl Noah Leblancs Biddle Ave Sub; The E 112.48 Ft of W 222.48 Ft of Lots 3 and 4 Exc s 50 Ft of lot 3, the Estate of Joseph Goodell deceased Sub; Lot 150 Assessor's Wyandotte Plat No. 8) to Plan Development District (PD).

NOW THEREFORE BE IT RESOLVED that this request be referred to the Department of Legal Affairs to prepare the proper Ordinance.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

RESOLUTION
PLANNING COMMISSION
FEBRUARY 13, 2020

PUBLIC HEARING PC #01132020 - Request from City of Wyandotte and Mooney Real Estate Holdings, Owners, requesting to rezone the property known as 141 Goodell, 136 Goodell and Vacant 1203 2nd Street, Wyandotte, Michigan. (Lots 10 to 12 Incl I. Witkowski Sub also Lots 1 to 6 Incl Noah Leblancs Biddle Ave Sub; The E 112.48 Ft of W 222.48 Ft of Lots 3 and 4 Exc S 50 Ft of lot 3, the Estate of Joseph Goodell deceased Sub; Lot 150 Assessor's Wyandotte Plat No. 8).

It is proposed that said land be rezoned from RT (Two Family Residential District) to PD (Plan Development District).

RESOLUTION

MOTION BY COMMISSIONER KOWALEWSKI, Supported by Commissioner Sarnacki to recommend to the Mayor and City Council that the property known as 141 Goodell, 136 Goodell and vacant 1203 2nd Street, Wyandotte . (Lots 10 to 12 Incl I. Witkowski Sub also Lots 1 to 6 Incl Noah Leblancs Biddle Ave Sub; The E 112.48 Ft of W 222.48 Ft of Lots 3 and 4 Exc S 50 Ft of lot 3, the Estate of Joseph Goodell deceased Sub; Lot 150 Assessor's Wyandotte Plat No. 8) be approved for rezoning to PD (Plan Development District).

REASON: The request to rezone this property to PD is consistent with the rezoning of other vacant churches in Wyandotte.

YEAS: DURAN, KOWALEWSKI, LUPO, PARKER, RUTKOWSKI, SARNACKI

NAYS: NONE

ABSENT: ADAMCZYK, BENSON, PASKO

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER PARKER, supported by Commissioner Duran to adjourn the meeting at 8:20 p.m.

PUBLIC HEARING 01132020 - Request by the Wyandotte City Council to consider rezoning the property known as 141 Goodell, 136 Goodell and Vacant 1203 2nd Street, Wyandotte. It is proposed that said land be rezoned from RT (Two Family Residential District) to PD (Plan Development District).

Vice-Chairperson Lupo asked if there was anyone present who wished to speak regarding this hearing.

Michael McInerney, Director of Properties for the Archdioceses of Detroit, representing the owner of the property, present.

Mr. McInerney indicated that St. Elizabeth Church has been closed for seven (7) years and has been listed for sale for seven (7) years. Mr. McInerney indicated that the property has been shown at least 10 times a year with lots of inquires but no offers. Mr. McInerney indicated that they had accepted an offer on the property for \$205,000 but it was contingent upon City approval and the offer was withdrawn on Monday. Mr. McInerney indicated that the purchasers found another site outside of the City.

Mr. McInerney indicated that they would like to request the property be rezoned to PD to allow the Archdioceses to market the property for different uses. Mr. McInerney indicated that in his opinion a residential use is not economical. Mr. McInerney stated further that rezoning to a PD would allow for a mixed use.

Mr. McInerney indicated that the Church wants to sell the property; that they are currently paying around \$30,000 yearly in caring costs which includes taxes. Mr. McInerney further indicated that the property is being vandalized and the police are being called there more often.

Vice-Chairperson Lupo asked if the property were to be rezoned this might cause more interest in the property.

Mr. McInerney indicated that is the goal.

Vice-Chairperson Lupo asked if K & S Management, the Purchaser, has moved on.

Mr. McInerney stated yes.

Mr. Tallerico reviewed the requirements if the property were to be rezoned to PD and indicated that a site plan including entrance to the property, floor plans, uses etc. would all need to be approved by both the Planning Commission and the City Council.

Mr. Tallerico further indicated that rezoning the property to PD would allow for residential uses.

Commissioner Kowalewski asked if the information submitted by S & K is no longer applicable to the request for rezoning.

Mr. McInerney indicated that is correct.

A letter from Mr. and Mrs. Mosczynski was read into the minutes and is attached hereto.

Dan, property owner on 1st Street. Dan reminded the Commission that at the last hearing for rezoning to business the vote was unanimously no. Dan further reminded the Commission that the old school on Biddle/Goddard was removed and demolished and condos were constructed on the site. Dan indicated that the City has made offers to purchase the property and demolish it.

John Apkarian, 1146 2nd Street. Mr. Apkarian indicated that he feels the property should stay residential and asked what the tax implications would be if rezoned to business. Mr. Apkarian further indicated that there are plenty of places for businesses on Eureka and Goddard. Mr. Apkarian indicated that he would like to see condos or homes or apartments.

Mr. Thomas Wasztyl, 1155 1st Street. Mr. Wasztyl indicated that the general consensus of the neighborhood is no as indicated from the previous hearing and he would like to protect the park area and the residential area.

Beverly Jager, 2505 12th Street, Wyandotte. Mrs. Jager indicated that she is representing St. Vincent Pallotti Church who is in charge of the maintenance of St. Elizabeth's Church. Mrs. Jager indicated that if the property is rezoned to PD any use would need to come to the City for approval and if they received an offer for residential it would still be allowed. Mrs. Jager further indicated the neighborhood should be concerned that the property is vacant and being vandalized. But with the rezoning to PD this might allow the Archdiocese a larger purchasing pool. Mrs. Jager stated that they need to do something with the property for the safety of the residents. Mrs. Jager further indicated that she is very in favor of the rezoning.

Gary Miller, 1750 3rd Street. Mr. Miller indicated that he is the maintenance person for the Church and he has all the police records for the building. Mr. Miller further indicated that there was a recent break-in in January 2020 and the entire police force with there.

Mr. McInerney indicated that the City has never made an offer to purchase the property. Mr. McInerney further indicated that the property has been placed on the tax rolls and there will be ample opportunity for comments by the residents and City once an offer has been received if the property is rezoned to PD.

Vice-Chairperson Lupo asked when the property is vandalized or repairs need to be done to the property who has to pay for these costs.

Mr. McInerney indicated that St. Vincent Pallotti Parish.

Mr. Tallerico indicated that rezoning the property to PD would allow for flexibility for residential/commercial/mixed uses to whoever wants to purchase the property. A site plan would need to be submitted to City for review and approved by both the City Council and Planning Commission and a public hearing would need to be held for opportunity for comments by the neighborhood.

Vice-Chairperson Lupo asked if there was anyone else present who wished to speak regarding this hearing. There being none the hearing was closed.

One (1) communication was received regarding this request.
Police Reports are also attached

PUBLIC HEARING 01242020 - Request by Sheryl Maroon, Owner and Appellant, for a Certificate of Occupancy for holistic and alternative therapy studio and a 25 square foot sign to be placed on the front window at 3708 3rd Street, Wyandotte, County of Wayne and State of Michigan. The property is located in a PD (Plan Development District) does not comply with the following Sections 2004.d AND 2408.F.3.A of the Zoning Ordinance.

Vice-Chairperson Lupo asked if there was anyone present who wished to speak regarding this hearing.

Sheryl Maroon, 3708 3rd Street, Wyandotte. Ms. Maroon indicated that she would like to run her wellness studio out of the building at 3708 3rd Street and is looking for approval to place a sign in the window.

Mr. Tallerico asked how large the sign is and added that it should not exceed 30% of the window.

Ms. Maroon indicated that she could make it any size the Commission would approve.

Vice-Chairperson Lupo asked what was the prior business in the building.

Ms. Maroon indicated that it was going to be an office but that did not work out.

Commissioner Kowalewski asked if there would only be one sign.

Ms. Maroon stated yes.

Commissioner Kowalewski asked if the sign would be 5' x 5'.

Ms. Maroon stated the lettering is 25 square feet.

Vice-Chairperson Lupo asked what the hours would be.

Ms. Maroon stated 6 p.m. to 8 p.m. weekdays and by appointment only.

Vice-Chairperson Lupo asked if there would be any massages.

Ms. Maroon stated no.

Vice-Chairperson Lupo asked if there was anyone else present who wished to speak regarding this hearing. There being none the hearing was closed.

No communications were received regarding this request.

To the planning committee:

Rec 2/13/2020

It has come to our attention that the K&S property management owner is once again asking for a rezoning of the property known as St. Elizabeth. I'm disappointed that we can't be here tonight, but hope this letter conveys our feelings adequately. Our neighbors share our concerns, as the signatures on the issue were gathered for the last meeting.

We have heard that K&S owner talked to a local priest about the situation. The church doesn't want to pay taxes on the building. Being neither the priest nor owner of K&S lives in the area, I think the benefit to each of them is financial. To us, it's more than that. This zoning change would affect us where we live. This is our literal back yard. I'm certain a million dollars would in some ways improve the look of the property, it doesn't negate the fact that it's still a business in a neighborhood. Trucks, equipment and such would be stored in a beautifully wrought iron fenced area. It's still what it is – even with a nice fence! At the open house on September 19, 2017, the planning board asked what we'd like to see in our North End neighborhoods. I can assure you, this is not what we had in mind. Even if the building looks better than it does now, it's still a business in the middle of a residential area.

I looked at the city website and read the master plan. In part it reads that part of the plan is to "ensure that Wyandotte remains a highly desirable place to live, work and visit." Also, to "preserve and enhance the qualities of the city that residents and business owners consider important. It goes on to say that master plan assists city leaders in making substantive, thoughtful decisions for the city while considering long-term implications.

It goes on to say "intrinsic to the success of Wyandotte neighborhoods, are the creation, preservation and rehabilitation of housing stock. People moving in focus on character of neighborhoods and home value appreciation. It states, "rehabilitate and maintain existing housing stock and continue to enforce codes to ensure they remain strong and vital."

It is our strong opinion that in order for our neighborhood to be strong and vital, that we keep it a neighborhood of homes, not businesses. As far as long-term implications, we feel the repair and beautifying of the old church would be like a band-aid in the neighborhood. It may be for short-term improvement, but as far as a real improvement? I think not.

We are still envisioning the church being razed and homes being built. After talking to several builders in the area, we've found the cost of razing isn't as astronomical as first thought. The cost of the property has come way down. The city at one time proposed to the church that the city buy the property and raze it, but the church wouldn't budge on the price. Now the church doesn't want to pay taxes and is trying to unload it. I understand the mayor and the city would rather have a tax base than a decaying building, but – it's our desire that the city get the word out to investors to take advantage of the low cost of the property and put in a beautiful row of homes. (I see room for 8-10 homes.) The city will re-coup taxes in that way eventually. The city is going to be here many, many years to come. Homes and neighborhoods are what draw families in, as stated in the master plan. It would be much more appealing to our eyes and those of our neighbors to have improvements in the area, not just cosmetic improvements to an old building.

Please hear our concerns. Although we can't present physically, hear our plea through this letter. We hope K&S owner finds a suitable place. We hold nothing against him personally. We just want real improvement to our North End neighborhood!

Respectfully,

Gregory and Jeanne Moczynski

1164 1st Street

Wyandotte, MI 48192

INCIDENT DATA

Location of Incident	1123 2nd, Wyandotte MI 48192-
----------------------	-------------------------------

# 1	Crime Incident(s) <i>Burglary - Entry W/o Force</i> <i>22002</i>
-----	--

#2	Crime Incident
----	----------------

#3	Crime Incident
----	----------------

Premise Type	Church/synagogue/temple
--------------	-------------------------

(Corn)	Weapon / Tools <i>Personal Weapons</i>	
	Entry	Exit

()	Weapon / Tools	
	Entry	Exit

()	Weapon / Tools	
	Entry	Exit

/Beat WY03	Case#	20-00280
	Date / Time Reported	01/28/2020 09:47 Tue
	Last Known Secure	01/28/2020 09:47 Tue
	At Found	01/28/2020 09:47 Tue

Weapons (hands, Etc.)		Activity P
	Security	

	Activity
Security	

	Activity
Security	

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# of Victims	1	Type: INDIVIDUAL (NOT A LE OFFICER)	Injury:					
V1	Victim/Business Name (Last, First, Middle) MCCARRICK, BRENDAN JOSEPH	Victim of Crime # 1,	DOB Age	Race	Sex	Relationship To Offender	Resident Status Resident	Military Branch/Status

Home Address	Home Phone
--------------	------------

Employer Name/Address	Business Phone	Mobile Phone
-----------------------	----------------	--------------

VYR	Make	Model	Style	Color	Lic/Lis	VIN
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OTHERS

INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)	
Type: INDIVIDUAL (NOT A LE OFFICER)	Injury:

Code <i>RP</i>	Name (Last, First, Middle) <i>MILLER, GARY LEE</i>	Victim of Crime #	DOB [REDACTED]	Race [REDACTED]	Sex [REDACTED]	Relationship To Offender	Resident Status <i>Resident</i>	Military Branch/Status
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Home Address	Home Phone
--------------	------------

Employer Name/Address	Business Phone	Mobile Phone

Type: BUSINESS		Injury:						
Code	Name (Last, First, Middle)	Victim of	DOB	Race	Sex	Relationship	Resident Status	Military

IO	ST ELIZABETH CATHOLIC CHURCH	Crime #	Age	To Offender	Resident	Branch/Status
----	------------------------------	---------	-----	-------------	----------	---------------

Home Address 1123 2nd Wyandotte, MI 48192	Home Phone
--	------------

Employer Name/Address	Business Phone	Mobile Phone

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown
("OJ" = Recovered for Other Jurisdiction)

PROPERTY

[illegible]

Officer/ID#	SASU, A.		
Invest ID#	SABO, S.		Supervisor HUNTER, N. [REDACTED]

Complainant Signature	Case Status <i>Active - Open Case</i>	01/28/2020	Case Disposition:	Page 1
-----------------------	--	------------	-------------------	--------

INCIDENT/INVESTIGATION REPORT

Wyandotte Police Department

Case # 20-00280

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	

Assisting Officers

COLE, D. [REDACTED] SADOWSKI, M. [REDACTED] SINZ, C. [REDACTED] OBORNE, S. [REDACTED]

Suspect Hate / Bias Motivated: None

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 20-00280

Wyandotte Police Department

NARRATIVE

REPORTING OFFICER NARRATIVE

Wyandotte Police Department

OCA

20-00280

Victim

MCCARRICK, BRENDAN JOSEPH

Offense

BURGLARY - ENTRY W/O FORCE

Date / Time Reported

Tue 01/28/2020 09:47

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

INCIDENT: Breaking and Entering

LOCATION: 1123 2nd Street

REPORTING PARTY: Gary Lee Miller

VICTIM: Brendan Joseph McCarrick

DETAILS:

On 01-28-20, Officer Sadowski and I were dispatched to 1123 2nd St in regards to a breaking and entering report. The caller, Gary Miller, indicated he observed the lock missing on the rear doors of the building.

Upon arrival, I spoke with Miller, who stated he is the Maintenance Director for the Archdiocese and routinely checks on all the buildings. Miller stated he saw that the rear door lock was missing and contacted the police. Miller indicated that most of the building is empty.

Officer Sadowski arrived on scene.

Officer Sadowski and I began to clear the building.

Sgt. Osborne and Officer Cole arrived on scene and helped clear the building.

The building mostly empty. I observed several lights on and multiple closets and cabinet doors open. I observed multiple undisturbed tools inside first floor hallway of the school. Inside the church on the west side of the building I observed a broken glass panel located on the confession booth.

Once the building was secure, I spoke with Miller who stated he completed a building check yesterday around 1615hours. Miller indicated he locked the rear doors with a padlock which is now missing.

Officer Sadowski and I completed a walkthrough of the building with Miller. Inside one of the rooms on the first floor of the school, Miller indicated someone touched a beer he had placed inside the mini refrigerator. I observed a opened beer bottle containing a alcoholic liquid on the table next to the white mini refrigerator. Inside the church I showed Miller the broken glass which he stated that it was not broken yesterday. Miller stated no items are missing.

Miller informed me that the Archdiocese owns the building and to contact Brendan McCarrick regarding any building questions.

I provided Miller with a report number.

Det. Geiger and Det. Sabo arrived and began to process the scene.

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/05/2020 09:43

Wyandotte Police Department

OCA: 2000280

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *ACTIVE - OPEN CASE*

Case Mng Status: *ASSIGNED*

Occurred: *01/28/2020*

Offense: *BURGLARY - ENTRY W/O FORCE*

Investigator: *SABO, S.* [REDACTED]

Date / Time: *01/28/2020 12:44:43, Tuesday*

Supervisor: *SABO, S.* [REDACTED]

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Detectives Journal*

DETECTIVES JOURNAL:

On this date, 01-28-20 at approximately 1100 hours, I was notified of a delayed breaking and entering and that Officer Sasu requested a detective respond to process the possible crime scene.

[01/28/2020 12:47, SSABO [REDACTED]]

DETECTIVES JOURNAL CONT. DETECTIVE S. SABO:

After being briefed by Officer Sasu I photographed the exterior entry point of the abandoned St. Elizabeth Catholic Church. Miller, (Maintenance Director) indicated that came to the building yesterday at approximately 1615 hours and conducted a walk-thru check of the property. Miller stated that he used his key to the Master pad-lock that was on the south door and made entry and all was well.

Miller added that he locked up at approximately 1630 hours.

Miller said that he was sure he re-locked the pad lock on the exterior door latch on his way out, but now the Master pad-lock is completely missing.

I made entry after photographing the door and latch which were undamaged. I observed a blue and silver Master pad-lock on a book shelf about ten feet inside the door against the west hallway wall. The pad-lock was intact and hinged open. When I pointed out the pad-lock, Miller uttered, "That's the lack that goes on the door." Miller added that he's really the only one that has keys for the church building and showed me his key to that pad-lock.

About ten yards inside the main hallway, there is an office / room to the right, (east side). There were a few other room on either side of the hallway and as we walked thru, Miller kept telling me that everything was in it's place and untouched except for the small white college dorm-type refrigerator that sat on top of a small table inside the "office" room. The refrigerator was plugged in and to the right of the refrigerator was an opened glass bottle of Miller Lite beer that was 95% full. A few feet to the west of the table / bottle was the metal Miller Lite beer bottle cap on the carpet / floor. All of these items were photographed.

I devolved four, (4) latent fingerprints using black Sirchie latent fingerprint powder with a brand new Sirchie brush. Photographs were taken and than lifted using Sirchie hinge lifters. Top right, middle right, bottom right and center of the refrigerator. The hinge lifters were marked with date, location, case number and my initials S.M.S. These lifters were packaged for latent fingerprints which will be submitted to the MSP Crime Lab.

The glass beer bottle was emptied and packaged for latent fingerprints and DNA which will be submitted to the MSP Crime Lab.

The metal beer bottle cap was also photographed, collected and packaged for latent fingerprints and DNA which

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/05/2020 09:43

Wyandotte Police Department

OCA: 2000280

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *ACTIVE - OPEN CASE*

Case Mng Status: *ASSIGNED*

Occurred: *01/28/2020*

Offense: *BURGLARY - ENTRY W/O FORCE*

Investigator: *SABO, S.* [REDACTED]

Date / Time: *01/28/2020 12:44:43, Tuesday*

Supervisor: *SABO, S.* [REDACTED]

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Detectives Journal*

will be submitted to the MSP Crime Lab.

Above listed items were collected from the school portion of the building.

In the church sanctuary:

A metal hammer with black rubber handle that was used to break a double pane window in a confessional room. The hammer was photographed, collected and packaged for latent fingerprints and DNA which will be submitted to the MSP Crime Lab.

Two, (2) different types of shoe / footwear partial prints were observed on the wooden base of the church sanctuary organ. Footwear impressions were left in fire extinguisher dust. These were photographed with and without measurement scale tape. Nearby was a red fire extinguisher that had been maliciously discharged within the sanctuary. The extinguisher was also photographed, but didn't appear to have any latent information on it.

Just outside of the church sanctuary was a restroom in a hallway on the west side of the building. Inside the restroom, a wall mirror was broken and the restroom exterior window was also broken. This was photographed as well.

[01/28/2020 14:42, SSABO, [REDACTED]]

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/05/2020 09:43

Wyandotte Police Department

OCA: 2000280

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *ACTIVE - OPEN CASE*

Case Mng Status: *ASSIGNED*

Occurred: *01/28/2020*

Offense: *BURGLARY - ENTRY W/O FORCE*

Investigator: *SABO, S.* [REDACTED]

Date / Time: *01/28/2020 15:04:32, Tuesday*

Supervisor: *SABO, S.* [REDACTED]

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Detectives Journal*

DETECTIVES JOURNAL CONT. DETECTIVE S. SABO:

Fifty-eight, (58) crime scene photographs were attached to this complaint. [01/28/2020 15:05, SSABO, [REDACTED]]

DETECTIVES JOURNAL CONT. DETECTIVE S. SABO:

FSD-007 MSP Lab Exam Request attached to this complaint. [01/28/2020 15:57, SSABO, [REDACTED]]

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/05/2020 09:43

Wyandotte Police Department

OCA: 2000280

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *ACTIVE - OPEN CASE*

Case Mng Status: *ASSIGNED*

Occurred: *01/28/2020*

Offense: *BURGLARY - ENTRY W/O FORCE*

Investigator: *SABO, S.* [REDACTED]

Date / Time: *01/30/2020 14:24:08, Thursday*

Supervisor: *SABO, S.* [REDACTED]

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Detectives Journal*

DETECTIVES JOURNAL CONT. DETECTIVE S. SABO:

This date, 01-30-20, I transported and dropped off the listed evidence to the MSP Crime Lab for analysis and was issued evidence submittal form.

The MSP submittal for was uploaded / attached to this complaint.

[01/30/2020 14:27, SSABO, 89, WYPD] [01/30/2020 14:28, SSABO, [REDACTED]]

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/05/2020 09:43

Wyandotte Police Department

OCA: 2000280

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *ACTIVE - OPEN CASE*

Case Mng Status: *ASSIGNED*

Occurred: *01/28/2020*

Offense: *BURGLARY - ENTRY W/O FORCE*

Investigator: *SABO, S.* [REDACTED]

Date / Time: *02/03/2020 09:30:02, Monday*

Supervisor: *SABO, S.* [REDACTED]

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Detectives Journal*

ATTEMPT TO CONTACT:

Father/Priest MCCARRICK to no avail.

Message left. MSP Crime Lab requests elimination fingerprints from him. [02/03/2020 09:30, SSABO, [REDACTED]]

DETECTIVES JOURNAL CONT. - DETECTIVE S. SABO:

On this date, (02-03-20) I also was able to make contact with Miller, (maint. director) who agreed to come in to the station at 1000 hours for elimination fingerprints.

[02/03/2020 09:33, SSABO, [REDACTED]]

DETECTIVES JOURNAL CONT. - DETECTIVE S. SABO:

I met with Miller and he willingly submitted to elimination fingerprints for MSP review.

Fingerprint card is located in the case jacket.

Still awaiting elimination prints from victim Father McCarrick, who called back to advise be that he just landed in Ireland for a month. [02/03/2020 10:22, SSABO, [REDACTED]]

Investigator Signature

Supervisor Signature

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 3

ITEM: 2020-21 City Hall Cleaning Contract Extension

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Department of Engineering has met with Veteran's Cleaning regarding extension of their contract for the cleaning service of Wyandotte City Hall. Mr. Greg Meyring, owner, has indicated Veteran's Cleaning can continue providing cleaning services at the same unit rates set forth in the original contract for File # 4687 for the period of July 1, 2020 thru June 30, 2021. The conditions of the contract extension would be set forth in the attached Amendment to the Contract.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the daily maintenance of Wyandotte City Hall.

ACTION REQUESTED: Approve contract extension as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The contract extension would be funded from account 530-444-825-215 in the amount of \$56,762.00.

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

LIST OF ATTACHMENTS:

1. City Hall Cleaning Contract Extension 2020
2. Veterans Request for Extension 2020-21

RESOLUTION

Item Number: #3
Date: May 4, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby concurs with the recommendation of the City Engineer to enter into contractual agreement with Veteran's Cleaning for the cleaning of City Hall from July 1, 2020 thru June 30, 2021, and further authorizes the Mayor and City Clerk to sign said amendment; AND

BE IT FURTHER RESOLVED that the work will be funded from account #530-444-825-215 in the amount of \$56,762.00.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS



VETERAN'S CLEANING, LLC

A Veteran Owned & Operated Company

Efficiently Serving the Downriver Communities and Beyond!

Phone 734 671 6976 Email greg@veterans-cleaning.com

Visit our home on the Web! www.veterans-cleaning.com

March 17, 2020

City of Wyandotte
City Administrator
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn: Mr. Todd Drysdale, CPA

Greetings, Mr. Drysdale,

The purpose of this correspondence is to request an extension on the current contract between the City of Wyandotte and Veteran's Cleaning LLC, to wit:

- Janitorial Services provided for Wyandotte Police Department (effective December 2012).
- Janitorial Services provided for Wyandotte City Hall (effective July 2016).

As you are aware, we have not raised our prices for either account since we first came on board almost 8 years ago.

In keeping with our Mission Statement, we look forward to continuing our harmonious working relationship with the City of Wyandotte by offering our services at an unparalleled price. Accordingly, if granted this extension, we will not be seeking any increase in payment for services rendered.

If any additional information is desired or required, please do not hesitate to contact me directly. Thank you, in advance, for your consideration in this matter. I look forward to your reply.

Respectfully Yours,

Greg Meyring
Owner, Veteran's Cleaning
PHONE 734-671-6976

EMAIL greg@veterans-cleaning.com

WEBSITE www.veterans-cleaning.com

AMENDMENT TO CONTRACT
2020 Office Cleaning Services for Wyandotte City Hall
File #4687

ARTICLES OF AGREEMENT AMENDING the Contract made and entered into on **June 13, 2016** by and between the CITY OF WYANDOTTE, party of the first part, and **Veteran's Cleaning at 7958 Coventry, Grosse Ile, Michigan 48138**, County of Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added the period from July 1, 2020 through June 30, 2021:
 - Daily cleaning of City Hall and Chase Bank.
 - Biannual window and carpet cleaning of City Hall and Chase Bank.
 - Round the clock cleaning of the first floor public restrooms during the Wyandotte Street Fair.
 - Paper products, trash can liners, and hand soaps.
2. The unit prices and contract conditions will remain the same as in the original contract.
3. The contract amount shall not exceed \$56,762 and is subject to the conditions in paragraph 6 below.
4. Insurance policies and certificates will be submitted by the party of the second to cover the extended period of time.
5. Except as otherwise stated above, all of the terms of the original contract remain in full force and effect.
6. The cleaning services for the Chase Bank will be suspended until a new tenant occupies the space and during that time no payments will be required. If the new tenant has a substantial change in floor plan, the Party of the First Part may initiate the renegotiation of the cleaning services of the new tenant space. Otherwise, the unit prices will remain the same as in the original contract.

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

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

PARTY OF THE SECOND PART

DATE: _____

WITNESS

Veteran's Cleaning

Gregory J. Meyring

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 4

ITEM: 2020-21 Police and Court Cleaning Contract Extension

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Department of Engineering has met with Veteran's Cleaning regarding extension of their contract for the cleaning service of Wyandotte Police Department and Court. Mr. Greg Meyring, owner, has indicated Veteran's Cleaning can continue providing cleaning services at the same unit rates set forth in the contract for File # 4646 from July 1, 2020 thru June 30, 2021. The conditions of the contract extension would be set forth in the attached Amendment to the Contract. If additional cleaning services are requested, these services will be provided at a price as approved by the Police Chief.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the daily maintenance of Wyandotte Police and Court Building.

ACTION REQUESTED: Approve contract extension as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The contract extension would be funded from from account 101-301-825-420 in the amount of \$44,930.00.

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

LIST OF ATTACHMENTS:

1. Veterans Request for Extension 2020-21
2. Police Court Cleaning Contract Extension 2020-21

RESOLUTION

Item Number: #4
Date: May 4, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby concurs with the recommendation of the City Engineer to enter into contractual agreement with Veteran's Cleaning for the Cleaning of the Police and Court Building from July 1, 2020 thru June 30, 2021, and further authorizes the Mayor and City Clerk to sign said amendment; AND

BE IT FURTHER RESOLVED that the work will be funded from account #101-301-825-420 in the amount of \$44,930.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS



VETERAN'S CLEANING, LLC

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Phone 734 671 6976 Email greg@veterans-cleaning.com

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March 17, 2020

City of Wyandotte
City Administrator
3200 Biddle Avenue
Wyandotte, Michigan 48192
Attn: Mr. Todd Drysdale, CPA

Greetings, Mr. Drysdale,

The purpose of this correspondence is to request an extension on the current contract between the City of Wyandotte and Veteran's Cleaning LLC, to wit:

- Janitorial Services provided for Wyandotte Police Department (effective December 2012).
- Janitorial Services provided for Wyandotte City Hall (effective July 2016).

As you are aware, we have not raised our prices for either account since we first came on board almost 8 years ago.

In keeping with our Mission Statement, we look forward to continuing our harmonious working relationship with the City of Wyandotte by offering our services at an unparalleled price. Accordingly, if granted this extension, we will not be seeking any increase in payment for services rendered.

If any additional information is desired or required, please do not hesitate to contact me directly. Thank you, in advance, for your consideration in this matter. I look forward to your reply.

Respectfully Yours,

Greg Meyring
Owner, Veteran's Cleaning
PHONE 734-671-6976

EMAIL greg@veterans-cleaning.com

WEBSITE www.veterans-cleaning.com

AMENDMENT TO CONTRACT
2020 Office Cleaning Services for Wyandotte Police Department and Court
File #4646

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

1. To this contract shall be added the period from July 1, 2020 through June 30, 2021:
 - Daily cleaning of Police Department and Court.
 - Paper products, trash can liners, and hand soaps.
2. The unit prices and contract conditions will remain the same as in the original contract.
3. This contract shall be in the amount of **\$44,930.00**.
4. Insurance policies and certificates will be submitted by the party of the second to cover the extended period of time.
5. Except as otherwise stated above, all of the terms of the original contract remain in full force and effect.
6. Any extra services will be paid at a price agreed to by the Party of the First Part in writing.

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

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

PARTY OF THE SECOND PART

DATE: _____

WITNESS

Veteran's Cleaning

Gregory J. Meyring

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 5

ITEM: Purchase Additional 96 Gallon Toters (Carts)

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The City offers residents to rent 96 gallon toters (carts) for \$60 for a two (2) year term. The Department of Public Service (DPS) desires to purchase an additional 144 carts from Cascade Engineering of Grand Rapids, Michigan, to meet this demand. Cascade Engineering has supplied the previous carts to the City. The selection of Cascade Engineering to supply carts to the City of Wyandotte was approved by City Council on November 22, 2010, based on extending a bid received by the City of Dearborn. Cascade is still the only manufacturer of waste carts in Michigan. The cost of \$6,730.56 (144 x \$46.74) to purchase these carts will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo and a serial number stamped on the container and include a ten (10) year warranty.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in creating fiscal stability, streamlining government operations, make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstone of our City government.

ACTION REQUESTED: Approve the DPS to purchase 144 ninety-six gallon carts at a cost of \$6,730.56 from Cascade Engineering

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Purchase from Account No. 290-448-850-540

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

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #5
Date: May 4, 2020

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 144 – Ninety-Six (96) Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$6,730.56 from Account No. 290-448-850-540. Each cart to be black with the City of Wyandotte’s logo and serial number to be on the cart and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 6

ITEM: Special Assessment District #944A

PRESENTER: Todd Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: n/a

BACKGROUND: In accordance with Chapter XIV – Subdivision No. 2, Paragraph 222, Section 14 of the City Charter, sidewalk repairs have been made to public walks within the City and the cost of said repairs should be charged against the abutting properties. The area of this work was Antoine Street to Ford Avenue from Electric Street to Biddle Avenue.

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

ACTION REQUESTED: Approve said charges to be placed as a special assessment against properties.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Cost of the work shall be paid by the property owners within 5 years beginning June 1, 2020.

LIST OF ATTACHMENTS:

1. Special Assessment Roll District #944A

RESOLUTION

Item Number: #6
Date: May 4, 2020

RESOLUTION by Councilperson _____

RESOLVED by City Council that Council hereby concurs in the recommendation of the City Administrator regarding his communication to levy the cost of Special Assessment District #944A; AND

BE IT FURTHER RESOLVED that Council directs the City Treasurer to collect said charges accordingly, and that the installments of each Special Assessment Roll shall bear interest at the rate of six percent (6%) per annum commencing July 1, 2020 said interest to be paid annually on the due dates of the principal installments of said Special Assessment Roll.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Special Assessment Roll for City of Wyandotte
Roll for Year 2020
Population: Special Assessment District (944A)
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
944A 2018 Sidewalk Add	57 005 07 0145 000 WESTIN, LINDSAY	0.00 0.00	0.00		0.00	188.76 0.00	188.76
944A 2018 Sidewalk Add	57 005 07 0221 000 SALESKI, JOYCE	0.00 0.00	0.00		0.00	397.18 0.00	397.18
944A 2018 Sidewalk Add	57 005 07 0223 000 PROUTY, JOHN	0.00 0.00	0.00		0.00	340.31 0.00	340.31
944A 2018 Sidewalk Add	57 005 07 0317 000 CASTLEMAN, LISA	0.00 0.00	0.00		0.00	299.06 0.00	299.06
944A 2018 Sidewalk Add	57 006 01 0020 002 FORNEY, ROGER - REVOCABLE LIVING TR	0.00 0.00	0.00		0.00	347.19 0.00	347.19
944A 2018 Sidewalk Add	57 006 01 0095 300 RIDDLE, ELIZABETH	0.00 0.00	0.00		0.00	360.94 0.00	360.94
944A 2018 Sidewalk Add	57 006 01 0098 301 POLASKI, CARY	0.00 0.00	0.00		0.00	1,051.13 0.00	1,051.13
944A 2018 Sidewalk Add	57 006 01 0108 000 HARTMANN, WILLIAM C.	0.00 0.00	0.00		0.00	694.38 0.00	694.38
944A 2018 Sidewalk Add	57 006 01 0141 000 MARTIN, WILLIAM E/DAVID LEE	0.00 0.00	0.00		0.00	271.56 0.00	271.56
944A 2018 Sidewalk Add	57 006 02 0003 000 WILLIAMS, EDWARD T	0.00 0.00	0.00		0.00	269.93 0.00	269.93
944A 2018 Sidewalk Add	57 006 02 0012 000 BAKER, MARY	0.00 0.00	0.00		0.00	195.53 0.00	195.53
944A 2018 Sidewalk Add	57 006 02 0013 002 SPROSEK, GORDON	0.00 0.00	0.00		0.00	175.31 0.00	175.31
944A 2018 Sidewalk Add	57 006 02 0020 000 DAVIDSON, RAYMOND	0.00 0.00	0.00		0.00	130.63 0.00	130.63
944A 2018 Sidewalk Add	57 006 02 0024 000 HUGHES, LISA	0.00 0.00	0.00		0.00	182.19 0.00	182.19
944A 2018 Sidewalk Add	57 006 02 0028 302 DAVIES, JAMES	0.00 0.00	0.00		0.00	171.88 0.00	171.88
944A 2018 Sidewalk Add	57 006 02 0039 000 GARDNER, AMY/PAUL	0.00 0.00	0.00		0.00	715.06 0.00	715.06
944A 2018 Sidewalk Add	57 006 02 0041 000 SKEANS, CHAD E.	0.00 0.00	0.00		0.00	1,925.00 0.00	1,925.00
944A 2018 Sidewalk Add	57 006 02 0046 002 MICIURA, STAN/EVA	0.00 0.00	0.00		0.00	199.38 0.00	199.38
944A 2018 Sidewalk Add	57 006 02 0048 000 YELLEY, NOAH	0.00 0.00	0.00		0.00	182.19 0.00	182.19

Special Assessment Roll for City of Wyandotte
Roll for Year 2020
Population: Special Assessment District (944A)
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
944A 2018 Sidewalk Add	57 006 02 0049 002 BONYAI, CHRISTOPHER	0.00 0.00	0.00		0.00	750.34 0.00	750.34
944A 2018 Sidewalk Add	57 006 02 0085 002 FLAISAHNS, WILLIAM	0.00 0.00	0.00		0.00	350.63 0.00	350.63
944A 2018 Sidewalk Add	57 006 02 0099 002 NOWICKI, DOUGLAS	0.00 0.00	0.00		0.00	178.75 0.00	178.75
944A 2018 Sidewalk Add	57 006 02 0101 000 GOZDZIK, KEVIN	0.00 0.00	0.00		0.00	107.25 0.00	107.25
944A 2018 Sidewalk Add	57 006 02 0105 002 COMER, JEFFREY	0.00 0.00	0.00		0.00	525.94 0.00	525.94
944A 2018 Sidewalk Add	57 006 02 0111 000 FISH, DONALD R	0.00 0.00	0.00		0.00	168.44 0.00	168.44
944A 2018 Sidewalk Add	57 006 02 0115 002 KELLER KIM S	0.00 0.00	0.00		0.00	354.06 0.00	354.06
944A 2018 Sidewalk Add	57 006 02 0117 000 NEASZ, DAVID	0.00 0.00	0.00		0.00	1,010.63 0.00	1,010.63
944A 2018 Sidewalk Add	57 006 02 0139 002 YOST, JOHN	0.00 0.00	0.00		0.00	175.31 0.00	175.31
944A 2018 Sidewalk Add	57 006 02 0144 000 CLAUD, MICHELLE	0.00 0.00	0.00		0.00	182.33 0.00	182.33
944A 2018 Sidewalk Add	57 006 02 0158 000 MANIACI, MARIAN	0.00 0.00	0.00		0.00	196.35 0.00	196.35
944A 2018 Sidewalk Add	57 006 02 0159 000 WILLIAMS, EDWARD T	0.00 0.00	0.00		0.00	217.39 0.00	217.39
944A 2018 Sidewalk Add	57 006 02 0161 002 ARSENAULT, PATRICK	0.00 0.00	0.00		0.00	1,227.60 0.00	1,227.60
944A 2018 Sidewalk Add	57 006 02 0169 000 RIDDLE, ANNETTE K.	0.00 0.00	0.00		0.00	720.46 0.00	720.46
944A 2018 Sidewalk Add	57 006 02 0172 300 STRAUSS, DANYEL	0.00 0.00	0.00		0.00	575.17 0.00	575.17
944A 2018 Sidewalk Add	57 006 02 0179 000 KOROWIN, SCOTT M	0.00 0.00	0.00		0.00	178.75 0.00	178.75
944A 2018 Sidewalk Add	57 006 02 0185 000 JACKSON, DONNIE C/RONNIE L/KENNETH	0.00 0.00	0.00		0.00	213.88 0.00	213.88
944A 2018 Sidewalk Add	57 006 06 0043 000 PENMAN, KIM	0.00 0.00	0.00		0.00	124.16 0.00	124.16
944A 2018 Sidewalk Add	57 006 06 0051 000 PRZYTULA, BRENDA	0.00 0.00	0.00		0.00	385.69 0.00	385.69

Special Assessment Roll for City of Wyandotte
Roll for Year 2020
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Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
944A 2018 Sidewalk Add	57 006 07 0023 303 WERY, ROBERT ARTHUR	0.00 0.00	0.00		0.00	385.07 0.00	385.07
944A 2018 Sidewalk Add	57 006 07 0033 000 DORRIS, FLOYD	0.00 0.00	0.00		0.00	325.33 0.00	325.33
944A 2018 Sidewalk Add	57 006 07 0038 002 MOSS, FREDERICK C III	0.00 0.00	0.00		0.00	375.38 0.00	375.38
944A 2018 Sidewalk Add	57 006 07 0045 002 HUMPHREY, RENE M	0.00 0.00	0.00		0.00	529.10 0.00	529.10
944A 2018 Sidewalk Add	57 006 07 0055 002 JOHNSON, KURT	0.00 0.00	0.00		0.00	182.33 0.00	182.33
944A 2018 Sidewalk Add	57 006 07 0065 000 PEREZ, ADRIANA	0.00 0.00	0.00		0.00	140.25 0.00	140.25
944A 2018 Sidewalk Add	57 006 07 0066 002 PROPERTY PROFESSIONALS LLC	0.00 0.00	0.00		0.00	204.57 0.00	204.57
944A 2018 Sidewalk Add	57 006 07 0073 302 RAUPP, JAMES/GERMAINE	0.00 0.00	0.00		0.00	210.38 0.00	210.38
944A 2018 Sidewalk Add	57 006 07 0075 000 KIRK, RUSH/MILDRED	0.00 0.00	0.00		0.00	196.35 0.00	196.35
944A 2018 Sidewalk Add	57 006 07 0081 000 BARCZAK, PATRICIA	0.00 0.00	0.00		0.00	396.21 0.00	396.21
944A 2018 Sidewalk Add	57 006 07 0085 002 RUDZIK, BENARD	0.00 0.00	0.00		0.00	185.90 0.00	185.90
944A 2018 Sidewalk Add	57 006 07 0090 300 MOSCZYNSKI, HELEN	0.00 0.00	0.00		0.00	175.18 0.00	175.18
944A 2018 Sidewalk Add	57 006 07 0106 000 NEWMAN, JAMES	0.00 0.00	0.00		0.00	189.48 0.00	189.48
944A 2018 Sidewalk Add	57 006 07 0114 300 COACHLIGHT PROPERTIES LLC	0.00 0.00	0.00		0.00	406.73 0.00	406.73
944A 2018 Sidewalk Add	57 006 07 0124 002 GERBEN, DIANA L	0.00 0.00	0.00		0.00	1,742.09 0.00	1,742.09
944A 2018 Sidewalk Add	57 006 08 0002 000 HADDAD, ASEM KHALIL	0.00 0.00	0.00		0.00	617.10 0.00	617.10
944A 2018 Sidewalk Add	57 006 08 0022 000 JON, JON	0.00 0.00	0.00		0.00	508.75 0.00	508.75
944A 2018 Sidewalk Add	57 006 08 0034 301 PATRICK, JASON	0.00 0.00	0.00		0.00	1,282.79 0.00	1,282.79
944A 2018 Sidewalk Add	57 006 08 0040 000 CASSIDY, HARRY	0.00 0.00	0.00		0.00	382.59 0.00	382.59

Special Assessment Roll for City of Wyandotte
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944A 2018 Sidewalk Add	57 006 08 0044 302 MILEWSKI, KENNETH/TINA	0.00 0.00	0.00		0.00	2,906.57 0.00	2,906.57
944A 2018 Sidewalk Add	57 006 08 0058 000 KULCSAR, SANDOR	0.00 0.00	0.00		0.00	536.25 0.00	536.25
944A 2018 Sidewalk Add	57 006 08 0068 002 CZARNIK, WALTER/NORMA	0.00 0.00	0.00		0.00	947.72 0.00	947.72
944A 2018 Sidewalk Add	57 006 08 0070 000 SHURYAN, RUDOLPH	0.00 0.00	0.00		0.00	364.65 0.00	364.65
944A 2018 Sidewalk Add	57 006 08 0073 000 ZAVALNEY, GARY	0.00 0.00	0.00		0.00	314.60 0.00	314.60
944A 2018 Sidewalk Add	57 006 08 0080 002 THERRIAN, HELEN	0.00 0.00	0.00		0.00	421.25 0.00	421.25
944A 2018 Sidewalk Add	57 006 08 0088 002 ROY, SEAN M.	0.00 0.00	0.00		0.00	185.90 0.00	185.90
944A 2018 Sidewalk Add	57 006 08 0093 000 MOODY, BRIAN/LAURA	0.00 0.00	0.00		0.00	529.10 0.00	529.10
944A 2018 Sidewalk Add	57 006 08 0100 000 JEZAK, CAROL	0.00 0.00	0.00		0.00	200.20 0.00	200.20
944A 2018 Sidewalk Add	57 006 08 0101 002 HILL, JAMES/CYNTHIA	0.00 0.00	0.00		0.00	554.13 0.00	554.13
944A 2018 Sidewalk Add	57 006 08 0114 300 HRABNICKY, ANGELA/LAWRENCE	0.00 0.00	0.00		0.00	1,114.99 0.00	1,114.99
944A 2018 Sidewalk Add	57 006 08 0120 000 PIZZO, SANTO	0.00 0.00	0.00		0.00	185.83 0.00	185.83
944A 2018 Sidewalk Add	57 006 08 0131 302 HAVLICSEK, JANICE	0.00 0.00	0.00		0.00	340.31 0.00	340.31
944A 2018 Sidewalk Add	57 006 08 0133 000 COUSINO, LYNN	0.00 0.00	0.00		0.00	178.82 0.00	178.82
944A 2018 Sidewalk Add	57 006 08 0137 000 KING, CHRIS D II	0.00 0.00	0.00		0.00	178.82 0.00	178.82
944A 2018 Sidewalk Add	57 006 08 0143 302 CHENE, DORAN	0.00 0.00	0.00		0.00	360.32 0.00	360.32
944A 2018 Sidewalk Add	57 006 08 0160 000 BRASFIELD, JOYCE D	0.00 0.00	0.00		0.00	189.06 0.00	189.06
944A 2018 Sidewalk Add	57 006 08 0165 000 GRILL, LYNN M	0.00 0.00	0.00		0.00	378.13 0.00	378.13
944A 2018 Sidewalk Add	57 006 08 0167 000 FLOURNOY, DAVID/STEPHANIE	0.00 0.00	0.00		0.00	350.63 0.00	350.63

Special Assessment Roll for City of Wyandotte
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Special Population All Active Parcels

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944A 2018 Sidewalk Add	57 006 08 0173 000 STACHOWICZ, JOHN	0.00 0.00	0.00		0.00	519.06 0.00	519.06
944A 2018 Sidewalk Add	57 006 08 0181 000 MALLIA, PETER	0.00 0.00	0.00		0.00	532.81 0.00	532.81
944A 2018 Sidewalk Add	57 006 08 0200 000 SKOTNICK, ROBERT/MARILYN	0.00 0.00	0.00		0.00	1,220.31 0.00	1,220.31
944A 2018 Sidewalk Add	57 006 08 0209 000 HALL, DAVID	0.00 0.00	0.00		0.00	371.25 0.00	371.25
944A 2018 Sidewalk Add	57 006 08 0213 000 MULLINS, VI	0.00 0.00	0.00		0.00	484.69 0.00	484.69
944A 2018 Sidewalk Add	57 006 08 0216 002 JACKSON KERR LINDBERGH LP	0.00 0.00	0.00		0.00	237.21 0.00	237.21
944A 2018 Sidewalk Add	57 006 08 0218 000 VELDHUIZEN, JENNIFER S.	0.00 0.00	0.00		0.00	168.03 0.00	168.03
944A 2018 Sidewalk Add	57 006 08 0227 000 HOWE, JAMES F	0.00 0.00	0.00		0.00	357.50 0.00	357.50
944A 2018 Sidewalk Add	57 006 08 0228 301 BYRUM, MICHAEL/NANCY	0.00 0.00	0.00		0.00	325.33 0.00	325.33
944A 2018 Sidewalk Add	57 006 08 0230 300 GIBBONS, DOUGLAS/MARIE	0.00 0.00	0.00		0.00	350.35 0.00	350.35
944A 2018 Sidewalk Add	57 006 08 0235 301 MMC HOMES LLC	0.00 0.00	0.00		0.00	561.28 0.00	561.28
944A 2018 Sidewalk Add	57 006 08 0236 302 SANBORN, DOUGLAS C/LINDSEY	0.00 0.00	0.00		0.00	175.18 0.00	175.18
944A 2018 Sidewalk Add	57 006 08 0244 002 CORDER, THOMAS	0.00 0.00	0.00		0.00	518.38 0.00	518.38
944A 2018 Sidewalk Add	57 006 08 0250 000 PARSONS, DIANE	0.00 0.00	0.00		0.00	393.25 0.00	393.25
944A 2018 Sidewalk Add	57 006 08 0255 003 MALINOWSKI, LAWRENCE	0.00 0.00	0.00		0.00	656.15 0.00	656.15
944A 2018 Sidewalk Add	57 006 08 0264 002 LYBRAND, SUE	0.00 0.00	0.00		0.00	193.05 0.00	193.05
944A 2018 Sidewalk Add	57 006 08 0280 000 BAKHAUS, CHARLES	0.00 0.00	0.00		0.00	359.98 0.00	359.98
944A 2018 Sidewalk Add	57 006 08 0282 000 COMPTON, CHRISTOPHER SR.	0.00 0.00	0.00		0.00	182.33 0.00	182.33
944A 2018 Sidewalk Add	57 006 08 0293 000 FWD PROPERTIES INVESTMENTS LLC	0.00 0.00	0.00		0.00	580.94 0.00	580.94

Roll for Year 2020
Population: Special Assessment District (944A)
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
944A	57 006 09 0002 000	0.00	0.00		0.00	168.44	168.44
2018 Sidewalk Add	GREENWELL, ASHLEY	0.00				0.00	
944A	57 006 09 0004 000	0.00	0.00		0.00	188.76	188.76
2018 Sidewalk Add	VASQUEZ, JOHNNY/TENIA	0.00				0.00	
944A	57 006 09 0005 000	0.00	0.00		0.00	381.56	381.56
2018 Sidewalk Add	PERRY, ERIN	0.00				0.00	
944A	57 006 09 0007 000	0.00	0.00		0.00	192.69	192.69
2018 Sidewalk Add	VOS, MARK	0.00				0.00	
944A	57 006 09 0008 000	0.00	0.00		0.00	371.94	371.94
2018 Sidewalk Add	MILEWSKI, JOHN	0.00				0.00	
944A	57 006 09 0012 000	0.00	0.00		0.00	1,255.24	1,255.24
2018 Sidewalk Add	MOFFAT, SILVIA/WILLIAM	0.00				0.00	
944A	57 006 09 0018 000	0.00	0.00		0.00	525.94	525.94
2018 Sidewalk Add	FEKETE, ERIC	0.00				0.00	
944A	57 006 09 0029 000	0.00	0.00		0.00	178.75	178.75
2018 Sidewalk Add	TRIGGER, ANDREW/BAFFI, ROBIN	0.00				0.00	
944A	57 006 09 0032 000	0.00	0.00		0.00	500.66	500.66
2018 Sidewalk Add	VILLANUEVA, CARMEN	0.00				0.00	
944A	57 006 09 0033 000	0.00	0.00		0.00	146.58	146.58
2018 Sidewalk Add	MAY, JUANEZ - TRUST	0.00				0.00	
944A	57 006 09 0035 000	0.00	0.00		0.00	193.05	193.05
2018 Sidewalk Add	VITALE, SALVATORE	0.00				0.00	
944A	57 006 09 0037 000	0.00	0.00		0.00	207.35	207.35
2018 Sidewalk Add	THOMAS, HOWARD W	0.00				0.00	
944A	57 006 09 0040 000	0.00	0.00		0.00	387.30	387.30
2018 Sidewalk Add	GAGGIN, KEVIN	0.00				0.00	
944A	57 006 09 0044 000	0.00	0.00		0.00	364.65	364.65
2018 Sidewalk Add	LUKAWSKI, GEORGE/JANET	0.00				0.00	
944A	57 006 09 0049 000	0.00	0.00		0.00	543.13	543.13
2018 Sidewalk Add	WOLF, MATTHEW	0.00				0.00	
944A	57 006 09 0051 000	0.00	0.00		0.00	505.31	505.31
2018 Sidewalk Add	MAYVILLE, JOHN	0.00				0.00	
944A	57 006 09 0060 000	0.00	0.00		0.00	178.75	178.75
2018 Sidewalk Add	MARRON, MELVYN/SARAH	0.00				0.00	
944A	57 007 01 0021 001	0.00	0.00		0.00	676.50	676.50
2018 Sidewalk Add	NORTHLINE BIDDLE LLC	0.00				0.00	
944A	57 007 03 0001 000	0.00	0.00		0.00	768.35	768.35
2018 Sidewalk Add	PHILIPS, NICK/CAROL	0.00				0.00	

Special Assessment Roll for City of Wyandotte
Roll for Year 2020
Population: Special Assessment District (944A)
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
944A	57 007 03 0005 000	0.00	0.00		0.00	7,064.41	7,064.41
2018 Sidewalk Add	MOONEY REAL ESTATE HOLDINGS	0.00				0.00	
944A	57 007 04 0017 000	0.00	0.00		0.00	776.12	776.12
2018 Sidewalk Add	ARSENEAU, MATTHEW D	0.00				0.00	
944A	57 007 04 0020 000	0.00	0.00		0.00	182.19	182.19
2018 Sidewalk Add	OLIVA, PEDRO	0.00				0.00	
944A	57 007 04 0023 000	0.00	0.00		0.00	521.06	521.06
2018 Sidewalk Add	JOSEPH, MELISSA	0.00				0.00	
944A	57 007 04 0024 002	0.00	0.00		0.00	364.38	364.38
2018 Sidewalk Add	STEINKE, CARMEN	0.00				0.00	
944A	57 007 04 0027 000	0.00	0.00		0.00	389.88	389.88
2018 Sidewalk Add	ROSATI, GARY	0.00				0.00	
944A	57 007 04 0031 002	0.00	0.00		0.00	171.26	171.26
2018 Sidewalk Add	JOY, MICHAEL	0.00				0.00	
944A	57 007 04 0039 303	0.00	0.00		0.00	193.05	193.05
2018 Sidewalk Add	TWO SINGAL, LLC	0.00				0.00	
944A	57 007 04 0055 000	0.00	0.00		0.00	236.84	236.84
2018 Sidewalk Add	OAKLEY, DEBORAH	0.00				0.00	
944A	57 007 04 0057 000	0.00	0.00		0.00	357.09	357.09
2018 Sidewalk Add	MCGOWAN, JAMES A	0.00				0.00	
944A	57 007 04 0060 000	0.00	0.00		0.00	346.16	346.16
2018 Sidewalk Add	LYNCH, PATRICK	0.00				0.00	
944A	57 007 04 0062 000	0.00	0.00		0.00	167.61	167.61
2018 Sidewalk Add	WOYTOWICZ, JOSEPH/VERONICA	0.00				0.00	
944A	57 007 04 0065 303	0.00	0.00		0.00	196.76	196.76
2018 Sidewalk Add	JELSOMENO, JOSEPH/MARY	0.00				0.00	
944A	57 007 04 0067 302	0.00	0.00		0.00	1,182.16	1,182.16
2018 Sidewalk Add	JOHNSON, WILLIAM W/ESTELLA J	0.00				0.00	
944A	57 007 04 0069 000	0.00	0.00		0.00	535.63	535.63
2018 Sidewalk Add	MICHIGAN PROPERTY RESIDENTIAL LLC	0.00				0.00	
944A	57 007 04 0072 000	0.00	0.00		0.00	29.73	29.73
2018 Sidewalk Add	MIERKA, DONALD/LINDA	0.00				0.00	
944A	57 007 04 0073 000	0.00	0.00		0.00	185.83	185.83
2018 Sidewalk Add	EQUITY TRUST CO CUST FBO	0.00				0.00	
944A	57 007 04 0075 000	0.00	0.00		0.00	1,690.70	1,690.70
2018 Sidewalk Add	KULCSAR, PAULINE	0.00				0.00	
944A	57 007 04 0080 301	0.00	0.00		0.00	185.83	185.83
2018 Sidewalk Add	A VITALE PROPERTIES LLC	0.00				0.00	

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944A	57 007 04 0090 000	0.00	0.00		0.00	357.09	357.09
2018 Sidewalk Add	CITY OF WYANDOTTE	0.00				0.00	
944A	57 007 04 0093 000	0.00	0.00		0.00	368.02	368.02
2018 Sidewalk Add	BURY, JASON P/ANGELA M	0.00				0.00	
944A	57 007 04 0099 300	0.00	0.00		0.00	1,872.89	1,872.89
2018 Sidewalk Add	LEWIS, JAMES D/CRYSTAL	0.00				0.00	
944A	57 007 04 0101 301	0.00	0.00		0.00	182.19	182.19
2018 Sidewalk Add	GOOD MORNING INVESTMETNS LLC	0.00				0.00	
944A	57 007 04 0102 303	0.00	0.00		0.00	702.72	702.72
2018 Sidewalk Add	BETTS, RUTH/JAMES W	0.00				0.00	
944A	57 007 04 0104 302	0.00	0.00		0.00	189.48	189.48
2018 Sidewalk Add	BORA, STELIAN/GETA	0.00				0.00	
944A	57 007 04 0107 000	0.00	0.00		0.00	189.48	189.48
2018 Sidewalk Add	BIENENSTEIN, PATRICIA	0.00				0.00	
944A	57 007 04 0109 001	0.00	0.00		0.00	182.19	182.19
2018 Sidewalk Add	DEMBOWSKI, RONALD	0.00				0.00	
944A	57 007 04 0109 002	0.00	0.00		0.00	189.48	189.48
2018 Sidewalk Add	LOMBARD, MICHAEL	0.00				0.00	
944A	57 007 05 0005 000	0.00	0.00		0.00	7,609.66	7,609.66
2018 Sidewalk Add	BASF CORPORATION	0.00				0.00	
944A	57 007 05 0023 302	0.00	0.00		0.00	1,175.50	1,175.50
2018 Sidewalk Add	A VITALE PROPERTIES LLC	0.00				0.00	
944A	57 007 05 0035 301	0.00	0.00		0.00	171.88	171.88
2018 Sidewalk Add	K & L PROPERTY LLC	0.00				0.00	
944A	57 007 06 0001 302	0.00	0.00		0.00	1,725.49	1,725.49
2018 Sidewalk Add	EPC IRA LLC	0.00				0.00	
944A	57 007 06 0016 301	0.00	0.00		0.00	1,611.78	1,611.78
2018 Sidewalk Add	MUCHA, ROMAN	0.00				0.00	
944A	57 007 06 0025 303	0.00	0.00		0.00	171.88	171.88
2018 Sidewalk Add	SCHILK PROPERTIES LLC	0.00				0.00	
944A	57 007 06 0030 001	0.00	0.00		0.00	1,010.63	1,010.63
2018 Sidewalk Add	MORELLO FAMILY PROPERTIES, LLC	0.00				0.00	
944A	57 007 06 0043 303	0.00	0.00		0.00	539.69	539.69
2018 Sidewalk Add	TOMASZEWSKI, SUSAN	0.00				0.00	
944A	57 007 06 0046 301	0.00	0.00		0.00	2,684.33	2,684.33
2018 Sidewalk Add	RITE AID CORPORATION	0.00				0.00	
944A	57 007 07 0003 000	0.00	0.00		0.00	178.75	178.75
2018 Sidewalk Add	BLUM, JARED/ROCHELLE	0.00				0.00	

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944A	57 007 08 0001 000	0.00	0.00		0.00	182.33	182.33
2018 Sidewalk Add	POWELL, JOSEPH/STEPHANIE	0.00				0.00	
944A	57 007 08 0005 301	0.00	0.00		0.00	1,217.70	1,217.70
2018 Sidewalk Add	AA & D PROPERTIES LLC	0.00				0.00	
944A	57 007 08 0008 000	0.00	0.00		0.00	293.08	293.08
2018 Sidewalk Add	BAKHAUS, CHARLES	0.00				0.00	
944A	57 007 08 0010 002	0.00	0.00		0.00	508.20	508.20
2018 Sidewalk Add	BOURASSA, ROBERT/KAREN REV LIVING T	0.00				0.00	
944A	57 007 08 0014 000	0.00	0.00		0.00	151.25	151.25
2018 Sidewalk Add	OSEMLAK, JULIANA	0.00				0.00	
944A	57 007 08 0015 305	0.00	0.00		0.00	673.20	673.20
2018 Sidewalk Add	WILSON, WILLIAM J.	0.00				0.00	
944A	57 007 08 0026 000	0.00	0.00		0.00	391.88	391.88
2018 Sidewalk Add	CYBULSKI, JAMES/CYNTHIA	0.00				0.00	
944A	57 007 08 0041 302	0.00	0.00		0.00	576.13	576.13
2018 Sidewalk Add	LOWE, PRISCILLA	0.00				0.00	
944A	57 007 08 0047 000	0.00	0.00		0.00	1,041.56	1,041.56
2018 Sidewalk Add	STEINKE, WILLIAM/CARMEN	0.00				0.00	
944A	57 007 08 0049 301	0.00	0.00		0.00	725.31	725.31
2018 Sidewalk Add	SHELDRAKE, TERRY	0.00				0.00	
944A	57 007 08 0057 002	0.00	0.00		0.00	1,693.08	1,693.08
2018 Sidewalk Add	VICK APARTMENTS LLC	0.00				0.00	
944A	57 007 08 0059 000	0.00	0.00		0.00	168.44	168.44
2018 Sidewalk Add	ADKISSON, CHRISTOPHER	0.00				0.00	
944A	57 007 08 0073 000	0.00	0.00		0.00	333.51	333.51
2018 Sidewalk Add	EARLES, GREGORY HOWARD	0.00				0.00	
944A	57 007 08 0077 301	0.00	0.00		0.00	704.07	704.07
2018 Sidewalk Add	HAMILTON, VICTOR	0.00				0.00	
944A	57 007 08 0081 000	0.00	0.00		0.00	700.70	700.70
2018 Sidewalk Add	TYRA, RONNIE	0.00				0.00	
944A	57 007 08 0089 300	0.00	0.00		0.00	387.41	387.41
2018 Sidewalk Add	NORMAND, MARY	0.00				0.00	
944A	57 007 08 0095 303	0.00	0.00		0.00	171.81	171.81
2018 Sidewalk Add	MANVILLE, JAMES/KATHERINE	0.00				0.00	
944A	57 007 08 0101 303	0.00	0.00		0.00	1,203.13	1,203.13
2018 Sidewalk Add	TEETS, BRIAN	0.00				0.00	
944A	57 007 08 0123 300	0.00	0.00		0.00	404.25	404.25
2018 Sidewalk Add	WILLIAM, MITCHELL/BONNIE	0.00				0.00	

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944A 2018 Sidewalk	57 007 08 0148 000 Add GAGGIN, KEVIN	0.00 0.00	0.00		0.00	178.82 0.00	178.82
944A 2018 Sidewalk	57 007 08 0149 000 Add DEAN, MICHAEL	0.00 0.00	0.00		0.00	208.58 0.00	208.58
944A 2018 Sidewalk	57 007 08 0154 002 Add HARRISON JAMES/LORI	0.00 0.00	0.00		0.00	422.81 0.00	422.81
944A 2018 Sidewalk	57 007 09 0002 002 Add AUSSICKER, RICHARD DAVID	0.00 0.00	0.00		0.00	508.20 0.00	508.20
944A 2018 Sidewalk	57 007 09 0030 301 Add ENGLE, SANDRA	0.00 0.00	0.00		0.00	715.28 0.00	715.28
944A 2018 Sidewalk	57 007 10 0006 302 Add SMDM VENTURES LLC	0.00 0.00	0.00		0.00	2,947.45 0.00	2,947.45
944A 2018 Sidewalk	57 007 10 0009 301 Add PLAV POST #7	0.00 0.00	0.00		0.00	3,508.31 0.00	3,508.31
944A 2018 Sidewalk	57 007 10 0025 000 Add SPAULDING, PAUL/JEAN	0.00 0.00	0.00		0.00	189.06 0.00	189.06
944A 2018 Sidewalk	57 007 10 0026 303 Add LAMOUREUX, ROBERT	0.00 0.00	0.00		0.00	360.94 0.00	360.94
944A 2018 Sidewalk	57 007 10 0027 302 Add KELLER, FERD	0.00 0.00	0.00		0.00	330.00 0.00	330.00
944A 2018 Sidewalk	57 007 10 0031 000 Add KIGER, DARYL	0.00 0.00	0.00		0.00	364.57 0.00	364.57
944A 2018 Sidewalk	57 007 10 0033 300 Add ROSE, JESSE	0.00 0.00	0.00		0.00	168.44 0.00	168.44
944A 2018 Sidewalk	57 007 10 0043 301 Add WHITAKER, ALFONSO	0.00 0.00	0.00		0.00	2,100.73 0.00	2,100.73
944A 2018 Sidewalk	57 007 10 0045 301 Add HERRING, CHRISTOPHER	0.00 0.00	0.00		0.00	776.88 0.00	776.88
944A 2018 Sidewalk	57 007 10 0049 300 Add MACEK, KAREN A	0.00 0.00	0.00		0.00	594.69 0.00	594.69
944A 2018 Sidewalk	57 007 10 0051 301 Add MARCHAND, RYAN	0.00 0.00	0.00		0.00	687.50 0.00	687.50
944A 2018 Sidewalk	57 007 10 0067 302 Add VITALE, PIETRO	0.00 0.00	0.00		0.00	574.06 0.00	574.06
944A 2018 Sidewalk	57 007 10 0072 000 Add CITY OF WYANDOTTE	0.00 0.00	0.00		0.00	580.94 0.00	580.94
944A 2018 Sidewalk	57 007 10 0081 000 Add HELFRICH, DENNIS	0.00 0.00	0.00		0.00	717.54 0.00	717.54

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944A	57 007 10 0088 000	0.00	0.00		0.00	171.88	171.88
2018 Sidewalk Add	LEMPICKI, JAN/MARIA DEL-PILAR	0.00				0.00	
944A	57 007 10 0089 000	0.00	0.00		0.00	165.00	165.00
2018 Sidewalk Add	PAHL, FRANK	0.00				0.00	
944A	57 007 10 0090 301	0.00	0.00		0.00	171.88	171.88
2018 Sidewalk Add	LOBB, EDWARD/JANICE	0.00				0.00	
944A	57 007 10 0112 000	0.00	0.00		0.00	154.69	154.69
2018 Sidewalk Add	SEARLES, ROBIN L	0.00				0.00	
944A	57 007 10 0114 300	0.00	0.00		0.00	522.50	522.50
2018 Sidewalk Add	KWIATKOWSKI, JOSEPH	0.00				0.00	
944A	57 007 10 0121 000	0.00	0.00		0.00	281.88	281.88
2018 Sidewalk Add	MY UNIVERSE INVESTMENTS LLC	0.00				0.00	
944A	57 007 11 0443 000	0.00	0.00		0.00	165.00	165.00
2018 Sidewalk Add	PORCALLA, ANTHONY J	0.00				0.00	
944A	57 007 11 0452 303	0.00	0.00		0.00	292.30	292.30
2018 Sidewalk Add	KNECHTEL, ARNOLD E/ROSEMARY D	0.00				0.00	
944A	57 007 11 0455 000	0.00	0.00		0.00	900.63	900.63
2018 Sidewalk Add	CAMPBELL, THURMAN/DEREK	0.00				0.00	
944A	57 008 99 0005 000	0.00	0.00		0.00	17,804.19	17,804.19
2018 Sidewalk Add	BASF CORPORATION	0.00				0.00	
944A	57 006 08 0147 000	0.00	0.00		0.00	357.64	357.64
2018 Sidewalk Add	MILLER, JENNIFER	0.00				0.00	
Total Parcels: 201		0.00	0.00		0.00	134,674.88	134,674.88
		0.00				0.00	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 7

ITEM: Commercial Redevelopment District – 100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple Street

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978, as amended, and a City Council resolution adopted on **February 24, 2020**, a public hearing to establish a Commercial Redevelopment District was just held this **May 4th, 2020**. Establishing the District is the first step in the process of awarding a Commercial Facilities Exemption Certificate (CFEC). The attached Memo outlines how and why the properties (100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple) meet the eligibility criteria for establishing the District.

The next step involves the prospective developer filing a separate application for a Commercial Facilities Exemption Certificate (CFEC) for each project, which is subject to approval by the Mayor and City Council. The application will include detailed information on the proposed uses, construction activities, estimated costs, a construction time schedule, and economic advantages expected from each project and will be presented to the Mayor and City Council at a later date.

STRATEGIC PLAN/GOALS:

This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to: (1) downtown revitalization and an economic development strategy that emphasizes commercial expansion in the area; and (2) fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.

Further, as stated in the DDA's Mission Statement, "The Wyandotte Downtown Development Authority shall initiate and coordinate downtown development through design, business recruitment, promotion and the effective use of private and public space for an attractive, festive downtown atmosphere."

ACTION REQUESTED: The DDA Director is requesting the Mayor and City Council to approve the attached resolution to establish a Commercial Redevelopment District.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Establishing a Commercial Redevelopment District allows a property owner to apply for a

Commercial Facilities Exemption Certificate for up to a 12-year period after the completion of construction (and allows a construction period of up to two years).

IMPLEMENTATION PLAN:

DDA Director, City Administrator, and City Assessor to administer the Commercial Redevelopment Act, Public Act 255 of 1978 Act, as amended, for any applications submitted for a Commercial Facilities Exemption Certificate (CFEC) in the proposed Commercial Redevelopment District (CRD).

LIST OF ATTACHMENTS:

1. 100 Maple_CRD-CFEC Eligibility Determination_2020.Feb.20

RESOLUTION

Item Number: #7
Date: May 4, 2020

RESOLUTION by Councilperson _____

WHEREAS, pursuant to the Commercial Redevelopment Act, Act 255 of 1978, as amended (Act 255), the City of Wyandotte has the authority to establish “Commercial Redevelopment Districts” within the City of Wyandotte on its own initiative or upon a request filed by the owners of 75% of the state equalized value of the commercial property located within a proposed district; and

WHEREAS, **Ron Thomas, Rise Above Ventures**, the property owner of **140-142 Maple** and the prospective property owner of **100 Maple**, has filed a written request with the clerk of the City of Wyandotte requesting the City to initiate action to establish a Commercial Redevelopment District on its own initiative for property at **100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple**, located in the City of Wyandotte hereinafter described; and

WHEREAS, the City Council adopted a resolution on February 24, 2020, authorizing the initiation of the actions necessary to consider establishing a Commercial Redevelopment District pursuant to Act 255; and

WHEREAS, the City Council finds that property within the District is obsolete commercial property or cleared or vacant land which is part of an existing, developed commercial zone which has been zoned commercial for 3 years before June 21, 1978, and the area is or was characterized by obsolete commercial property and a decline in commercial activity, and hereby determines that the District meets the requirements set forth in Section 5(1)(a) of Act 255; and

WHEREAS, the City Council has provided for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the District, as required in Section 4(2)(b)(iii)(B) of Act 255; and

WHEREAS, written notice has been given by **certified mail** to all owners of real property located within the proposed District as required by Section 5(3) of Act 255; and

WHEREAS, on **May 4th, 2020**, a public hearing was held and all residents and taxpayers of the City of Wyandotte were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Wyandotte to establish the Commercial Redevelopment District as requested, to foster revitalization, economic development, and the preservation of older areas in the downtown area;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wyandotte that pursuant to the provisions of Act 255, **Commercial Redevelopment District No. 17** is hereby established for the property at **100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple**, said property more fully described as:

The following described parcel(s) of land situated in the City of Wyandotte, Wayne County, and State of Michigan, to wit:

3040 - 1st Street

LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Parcel Number: 82 57 011 09 0009 000

3056 - 1st Street

N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Parcel Number: 82 57 011 09 0010 001

3058 - 1st Street

S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Parcel Number: 82 57 011 09 0010 002

130-134 Maple

LOT 11 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Parcel Number: 82 57 011 09 0011 000

140-142 Maple

LOT 12 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Parcel Number: 82 57 011 09 0012 000

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson


YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

To: Joe Gruber, Director, Wyandotte Downtown Development Authority

From: Joseph M. Voszatka, SMOOTH Development, LLC 
3166 Van Alstyne Street, Wyandotte MI 48192
734-301-1282; jmvoszatka@wyandotte.org

Subject: Review of Eligibility Criteria to Establish a Commercial Redevelopment District (CRD) for the following properties: **100 Maple (also known as 3040-56-58 - 1st Street), 130-134 Maple, and 140-142 Maple Street, Wyandotte, MI**

Date: February 20, 2020

Findings and Conclusions

Based upon the information and analysis presented below, the aforementioned properties are eligible to be included in a CRD.

Background Information and Analysis

To determine if the proposed properties are eligible to be included in a Commercial Redevelopment District (CRD) under the Commercial Redevelopment Act, Act 255 of 1978, as amended ("Act 255"), the following questions must be answered:

- I. Do the properties comply with the eligibility requirements to be included in a CRD?
- II. If a CRD is established, are there any additional eligibility requirements to then apply for a Commercial Facilities Exemption Certificate (CFEC)?

I. DO THE PROPERTIES COMPLY WITH THE ELIGIBILITY REQUIREMENTS TO BE INCLUDED IN A CRD?

To be included in a CRD, the property must comply with any one of the requirements specified below from Act 255, Section 5(1)(a)-(d). **Generally, the property complies with Section 5(1)(a) below**, but does not comply with Section 5(1)(b), (c) or (d).

Excerpt from Act 255

207.655 Commercial redevelopment district; establishment; resolution; notice; hearing; finding and determination; applicability of district established by township; exemption of restored facility; commercial property included as part of commercial redevelopment district also part of tax increment district.

Sec. 5. (1) A local governmental unit, by resolution of its legislative body, may establish a commercial redevelopment district, which may consist of 1 or more parcels or tracts of land or a portion thereof, if at the time of adoption of the resolution the property within the district is any of the following:

(a) Obsolete commercial property or cleared or vacant land which is part of an existing, developed commercial or industrial zone which has been zoned commercial or industrial for 3 years before June 21, 1978, and the area is or was characterized by obsolete commercial property and a decline in commercial activity.

(b) Land which has been cleared or is to be cleared as a result of major fire damage, or cleared or to be cleared as a blighted area under Act No. 344 of the Public Acts of 1945, as amended, being sections 125.71 to 125.84 of the Michigan Compiled Laws.

(c) Cleared or vacant land included within a redevelopment plan adopted by a downtown development authority pursuant to Act No. 197 of the Public Acts of 1975, as amended, being sections 125.1651 to 125.1680 of the Michigan Compiled Laws, or adopted by an urban redevelopment corporation pursuant to Act No. 250 of the Public Acts of 1941, as amended, being sections 125.901 to 125.922 of the Michigan Compiled Laws, or Act No. 120 of the Public Acts of 1961, being sections 125.981 to 125.986 of the Michigan Compiled Laws.

(d) Property which was owned by a local governmental unit on June 21, 1978, and subsequently conveyed to a private owner and zoned commercial.

More specifically, Section 5(1)(a) specifies three (3) requirements, as follows:

1. REQUIREMENT NUMBER 1: The existing commercial properties must comply with the definition of “obsolete commercial property,” as provided below.

Excerpt from Act 255

207.654 Definitions

(3) "Obsolete commercial property" means commercial property the condition of which is impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect.

Act 255 does not specify the percentage of a building that must be “obsolete” for the property to be classified as “obsolete,” or require an affidavit signed by a level 3 or level 4 assessor, that states that it is the assessor's expert opinion that the property is functionally obsolete and the underlying basis for that opinion, as required by the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, as amended (see Section 2 (f) of Act 146, and Section 2(u) and 13(h) of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, respectively).

Consequently, it is a judgment to be made by the City Council when adopting a resolution to establish a CRD. Generally, the reasoning to determine that the property is “obsolete” is as follows:

- A. The condition of the properties at 100 Maple are impaired due to changes in design, construction, and technology for office, retail and/or mixed-use buildings (office and residential, etc.).
- B. The condition of the property at 140-142 Maple are impaired due to changes in design, construction, and technology for office, retail and/or mixed-use buildings (office and residential, etc.), and due to general neglect.

2. REQUIREMENT NUMBER 2: The obsolete commercial properties must be “part of an existing, developed commercial...zone which has been zoned commercial ...for 3 years before June 21, 1978 (for an effective date of June 21, 1975).”

All properties proposed for inclusion in the CRD have been part of an existing, commercial zone which has been zoned commercial for many decades prior to June 21, 1975, so this requirement is met.

3. REQUIREMENT NUMBER 3: The area is or was characterized by obsolete commercial property and a decline in commercial activity.

Generally, the area complies with this requirement, as follows:

- A. The properties at 100 Maple have been completely vacant since at least 2018, and the property at 140-142 Maple has been completely vacant since at least 2017, resulting in a decline in commercial activity.
- B. The decline in commercial activity at 100 Maple and 140-142 Maple has also resulted in a decline in potential commercial activity to the restaurant uses at 130-134 Maple, due to decreased pedestrian and vehicular traffic.

II. IF A CRD IS ESTABLISHED, ARE THERE ANY ADDITIONAL ELIGIBILITY REQUIREMENTS TO THEN APPLY FOR A COMMERCIAL FACILITIES EXEMPTION CERTIFICATE?

The property must comply with four (4) requirements specified below from Act 255, Section 4(2)(b). **Generally, the property complies with all requirements, as detailed below.**

Excerpt from Act 255

(b) Beginning July 1, 2008, new commercial property other than a replacement facility to be built in a redevelopment district that meets all of the following:

- (i) Is located on property that is zoned to allow for mixed use that includes high-density residential use.
- (ii) Is located in a qualified downtown revitalization district as defined in section 2 of the neighborhood enterprise zone act, 1992 PA 147, MCL 207.772.
- (iii) The local governmental unit in which the new facility is to be located does all of the following:
 - (A) Establishes and implements an expedited local permitting and inspection process in the commercial redevelopment district.
 - (B) By resolution provides for walkable nonmotorized interconnections, including sidewalks and streetscapes throughout the commercial redevelopment district.

1. REQUIREMENT NUMBER 1: Per (b)(i) above, the property is located on property zoned "CBD – Central Business District," which allows for a mixed use that includes high-density residential use.

2. REQUIREMENT NUMBER 2: Per (b)(ii) above, the property must be in an area that complies with the Neighborhood Enterprise Zone Act (NEZ), which states the following, per MCL 207.772:

- (k) "Qualified downtown revitalization district" means an area located within 1 or more of the following:
 - (i) The boundaries of a downtown district as defined in section 1 of 1975 PA 197, MCL 125.1651.
 - (ii) The boundaries of a principal shopping district or a business improvement district as defined in section 1 of 1961 PA 120, MCL 125.981.
 - (iii) The boundaries of the local governmental unit in an area that is zoned and primarily used for business as determined by the local governmental unit.

The property, per (k)(i) above, is within the boundaries of a downtown district (the Wyandotte Downtown Development Authority). Further, per (k)(iii) above, the property is in an area that is zoned and primarily used for business (because it's zoned "CBD – Central Business District"). Consequently, the property complies with the requirement of being located within a "qualified downtown revitalization district."

3. **REQUIREMENT NUMBER 3:** Finally, per (b)(iii) above, the local governmental unit must (A) establish and implement an expedited permitting and inspection process for property within the District, and (B) adopt a resolution regarding "non-motorized interconnections, including sidewalks and streetscapes throughout the commercial redevelopment district." Generally, the local government unit complies with these requirements by adopting a resolution when the CRD is established that includes language providing for the requirements of A and B above. The City Council has established eight (8) CRD's since 2010 using standard language regarding "expedited processes" in its resolution establishing a CRD. Further, the City Council has already provided for the "non-motorized interconnections..." and the appropriate language will be included in a future resolution to be presented to the Mayor and Council for establishing the CRD.

Please contact me if you have any questions regarding any of the above or would like any additional information.

c: Ron Thomas, Rise Above Ventures

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 8

ITEM: Fort Street Sign Maintenance Contract

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Wyandotte's Fort Eureka sign will be landscaped through the annual spring maintenance program sponsored by the DDA. In accordance with Wyandotte's approved procurement procedures, the DDA Director collected 4 verbal quotes and is recommending the hiring of P&P Landscaping, our low bidder and the company who has provided landscaping and maintenance services for the City and DDA at this site and others throughout the City for several years.

STRATEGIC PLAN/GOALS: As stated in the DDA's Mission Statement, "The Wyandotte Downtown Development Authority shall initiate and coordinate downtown development through design, business recruitment, promotion and the effective use of private and public space for an attractive, festive downtown atmosphere."

ACTION REQUESTED: The DDA Director is requesting Mayor and Council to approve the contract and to authorize Mayor and Clerk to sign the Fort Eureka sign landscaping and maintenance contract with P&P Landscaping in the amount of \$4,742.09.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Total seasonal contract amount is the same as it was in 2019 = \$4,742.09 from DDA's Fort Street Sign Maintenance Account #499-200-850-542

IMPLEMENTATION PLAN: DDA Director will manage and oversee Maintenance and Landscaping of Fort Street Sign.

LIST OF ATTACHMENTS:

1. Fort Street Sign Contract 2020

RESOLUTION

Item Number: #8
Date: May 4, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council concurs with the recommendation of the DDA Director and approves the Fort Eureka Sign Maintenance Contract with P&P Landscaping in the amount of \$4,742.09 to be paid from the DDA's Fort Street Sign Maintenance Account #499-200-850-542; AND

BE IT FURTHER RESOLVED that Council authorizes Mayor and Clerk to sign the contract.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

**Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz**

NAYS



Eureka & Fort sign Maintenance

CITY OF WYANDOTTE
32000 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

Sales: Phillip Petriw
fort and eureka sign maintenance
Biddle Avenue Wyandotte, Michigan 48192

Est ID: EST1295291

Date: Dec-13-2019

landscape bed maintenance early spring

\$1,789.62

general cleanup/weeding

installation of approx 20 yards brown dyed mulch (supplied by DPW)

edging of beds and removal of excess soil

trimming of shrub and cutting back of plants

application of pre emergent weed control

late spring early summer maintenance

\$756.05

general cleanup /weeding

shrub trimming

aplication of pre emergent

mid summer maintenance

\$1,229.16

general cleanup /weeding

edging of beds

top coating of brown dyed mulch approx. 12-16 yard

application of pre emergent

fall cleanup

\$967.26

general cleanup/weeding

final shrub trimming

cutting back of plants

Subtotal	\$4,742.09
Taxes	\$0.00
Total	\$4,742.09

Payment Terms and Conditions

Invoice will be submitted after work is complete

- Should the Client fail to make payments as they become due under the terms of the Contract, interest at twelve percent (12%) per annum on such unpaid amounts shall also become due and payable until payment.
- Client has a thirty (30) day review period upon receipt of an invoice to review and pay any invoice. In the event Client has an objection to any portion of an invoice within the thirty (30) day review period, Client shall notify Contractor Inc. in writing and the parties agree to meet to discuss and attempt to resolve the dispute. During said period, there will be no interest accruing of any lien on any property. If the parties cannot resolve the dispute within sixty (60) days of Client's receipt of the invoice, Client shall place the disputed amount in escrow and the parties agree to have mediation on the disputed amount. Any invoice not disputed shall be paid within thirty (30) days of receipt by Client.
- Upon acceptance of the contract, 1/3 payment shall be made. A second installment of \$1,580.00 will be due halfway through the maintenance season in Mid-Summer and the final installment will be due upon full completion of the contract.
- Notwithstanding anything contained herein to the contrary, the completion date of the work shall be deemed to be extended by that number of days equal to any unwarranted delay in payment to the Contractor Inc.

Extra Work and Changes

No extra work or changes to the contract are permitted unless approved in writing by Client and Contractor.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Damaged Utilities: Should damage occur to utilities, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.

Dated: May _____, 2020

P&P LANDSCAPING LLC, CONTRACTOR

By: Phillip Petriw, Member

CITY OF WYANDOTTE, CLIENT

By: _____

By: _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 9

ITEM: Summer Event Cancellations

PRESENTER:

Joseph R. Peterson, Mayor
Todd A. Drysdale, City Administrator
Justin Lanagan, Recreation Superintendent
Heather A. Thiede, Special Event Coordinator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND:

The Skip Clack Fishing Derby, The Independence Day Parade and the 59th Annual Wyandotte Street Art Fair are just weeks away and it is very clear to us it will not be possible for the events to take place. Public and employee health must come first and many factors have been considered in making this extremely difficult decision:

1. Social distancing guidelines would make such events difficult to host and it is uncertain whether these guidelines will be relaxed or removed by the dates of the events.
2. It is uncertain whether people (guests, artists, vendors) be willing to attend the events considering the fear of Covid-19.
3. Some artists have already expressed a desire to attend the fair but currently have no means of paying the fees associated with the fair. Many people have been without work for some time.
4. Expendable income is a huge driver of art, food, and drink purchases at the fair. Without work, people are trying to catch up on the basic necessities (shelter, food, utilities, etc.) and are likely to lack the expendable income to make this a financially successful Street Art Fair.
5. Each event takes month of planning, securing artists, bands, food vendors, volunteers, purchasing supplies, advertising, etc. These groups (for all events) deserve to have adequate advance notice on the status of the events in order to allow them to make decisions in a timely manner that will save all parties involved a lot of time and money.
6. Other local and major events have already been canceled including: Grosse Ile Island Fest, Southgate Heritage Days, Livonia Spree, Detroit Grand Prix, Traverse City Cherry Festival, and many others throughout the state, country, and world.

The parade and Art Fair Committees have been contacted regarding the potential cancellation of the events and are in support of the decision. The Special Events Office will coordinate the

production of a section in the August Welcome to Wyandotte Magazine that will feature artists, businesses and vendors who would have been participants in the fair as well as create an online event that will encourage visiting these vendor's online shops. We will also utilize our social media outlets to create activities that our community's families can do at home to celebrate the 4th of July, the Street Art Fair and summertime in general.

We realize this is enormously disappointing news for the many people who participate and the hundreds of thousands of attendees to these annual city events, but sadly, these are unique times and this is the responsible thing to do.

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

ACTION REQUESTED:

We request the approval to cancel the following city summer events: Skip Clacks Fishing Derby, June 6th 2020, Independence Day Parade, July 4th 2020 and the Wyandotte Street Art Fair July 8-11th 2020.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The Special Events Coordinator will forward the resolutions and all necessary documents to the necessary departments and inform all vendors and participants of these events.

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #9
Date: May 4, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the request of the Mayor, City Administrator, Superintendent of Recreation and Special Events Coordinator to cancel the following city summer events:

Skip Clacks Fishing Derby, June 6th 2020
Independence Day Parade, July 4th 2020
Wyandotte Street Art Fair, July 8-11th 2020

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 10

ITEM: Sanitary Sewer Investigation

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The sanitary sewer main lying east of the dwellings on the east side of Van Alstyne, from Elm to Eureka, was constructed over sixty years ago. The sewer main is now full of water which is adversely affecting the performance and efficiency of the system. In order to determine the cause of the water infiltration and develop a repair/restoration plan, the main needs to be systematically sectioned off, drained and a CCTV investigation performed. Granite Inliner, formerly LiquiForce, has consulted with the Engineering Department, providing engineering expertise, and assisted in developing a plan to perform this investigation. Attached is Granite's proposal to perform this work in the amount of \$12,000.00.

Granite (LiquiForce) is a highly regarded contractor specializing in sewer investigations, and repair and rehabilitation projects and has performed sewer main cleaning, inspection and lining work for the City for several years, including the 2019 sanitary sewer lining project.

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: Approve contracting with Granite Inliner in the amount of \$12,000.00 to perform an investigation of the sanitary sewer main east of Van Alstyne from Elm to Eureka.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The sanitary sewer main investigation work will be funded from 590-200-926-310 in the amount of \$12,000.00.

IMPLEMENTATION PLAN: If approved by City Council, authorize the City Engineer to sign the proposal and give Notice to Proceed to Granite Inliner.

LIST OF ATTACHMENTS:

1. Wyandotte - Van Alstyne - Proposal

RESOLUTION

Item Number: #10

Date: May 4, 2020

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the City Engineer and approves the Contract with Granite Inliner, Romulus MI, to perform the sanitary sewer main investigation work in the amount of \$12,000.00, which shall be funded from account 590-200-926-310; AND

BE IT RESOLVED that the City Engineer is authorized to sign said proposal with Granite Inliner.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS



March 19, 2020

City of Wyandotte
3200 Biddle Ave.
Wyandotte, MI 48192

Attn: Mr. Scott Poling
Re: Sanitary Sewer Investigation

As requested, we submit the following proposal to complete the investigation of the sanitary sewers located on Van Alstyne between Elm and Eureka. We propose to utilize bypass / dewatering pumps to assist with the CCTV inspection / investigation. Inspections will be completed per PACP standards by trained operators. Copies of the inspections will be provided to you upon the completion of the project.

Price

Item	Description	Unit	Est. Qty	Unit Price	Item Total
1	Bypass / Dewatering	DAY	2	\$2,000.00	\$4,000.00
2	Pipe Cleaning	DAY	2	\$2,000.00	\$4,000.00
3	CCTV Inspection	DAY	2	\$2,000.00	\$4,000.00
	Total				\$12,000.00

Prices include all labor, materials and equipment to mobilize, perform the bypass/dewatering pumping and pipeline investigation and are based on (8hrs on site). We have not made allowances for fees associated with obtaining traffic permits, the use of a water source (hydrant) or disposal of materials removed from the sewer during our operations. Billing will be applied in ½ day increments.

If you have any questions or wish to proceed please feel free to contact me directly. We look forward to working with you in the near future.

Sincerely,

John Thompson

Technical Representative

Notice of Authorization

This shall represent the Official Notice to Proceed authorizing Granite Inliner to complete the work scope described within this proposal per the price schedule and conditions detailed above.

Name & Title

Date

Signature

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 11

ITEM: 2nd Amendment to the Purchase Agreement for the properties at 1851-1857 McKinley and 1865-1869 McKinley, Wyandotte for the construction of two (2) new single family homes.

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: These properties were sold to Pizzo Development Group, LLC on September 17, 2018, for the construction of two (2) single family homes. The Purchase Agreement required Mr. Pizzo to complete both homes by December 31, 2019.

Since this deadline was not met, Mr. Pizzo has agreed to pay an additional \$3,000 per property. This increase will cover the 2019 taxes had the homes been completed by December 31, 2019.

Therefore, it is recommended that the Second Amendment be approved.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing efforts to enhancing the community's quality of life.

ACTION REQUESTED: Adopt a Resolution concurring with recommendation.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$6,000 in the Misc-Fee Sale of Property Fund (492-000-650-040)

IMPLEMENTATION PLAN: Execute Second Amendment to the Purchase Agreements.

LIST OF ATTACHMENTS:

1. 1853 McKinley 2nd Amendment
2. 1867 McKinley 2nd Amendment

RESOLUTION

Item Number: #11

Date: May 4, 2020

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineering regarding the City owned property located at Former 1851-1857 McKinley and 1865-1869 McKinley, Wyandotte is hereby received and placed on file;
AND

BE IT FURTHER RESOLVED that Council concurs with the recommendation and hereby authorizes the Mayor and City Clerk to execute the Second Amendment to the Purchase Agreements between the City and Pizzo Development Group, LLC for the former 1851-1857 McKinley and Former 1865-1869 McKinley.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

SECOND AMENDMENT TO PURCHASE AGREEMENT BETWEEN
THE CITY OF WYANDOTTE
AND
PIZZO DEVELOPMENT GROUP, LLC

This Amendment to the Purchase Agreement between the CITY OF WYANDOTTE, "SELLER" and PIZZO DEVELOPMENT GROUP, LLC, "PURCHASER" dated May 17, 2018, and 1st amendment dated April 29, 2019, for the property at Former 1851-1857 MCKINLEY NOW KNOWN AS 1853 MCKINLEY, Wyandotte, Michigan to amend the Purchase price to:

Thirteen Thousand (\$13,000.00) Dollars and 00/100

1. Paragraph 13 is amended to read as follows:

13. This Agreement is further contingent upon the Purchaser(s) undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) on or before June 30, 2020. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home will all of the requirements described in paragraph 12.

All work to be done pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.

If Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for Eight Thousand Dollar and 00/100 (\$8,000.00) (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceedings to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.

All other terms and conditions of the original Purchase Agreement shall remain in full force and effect.

Dated this 01 day of March 2020.

PURCHASER(S): Pizzo Development Group, LLC


Antonio Pizzo, Resident Agent

SELLER(S), City of Wyandotte:

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

FIRST AMENDMENT TO PURCHASE AGREEMENT BETWEEN
THE CITY OF WYANDOTTE
AND
PIZZO DEVELOPMENT GROUP, LLC

FORMER 1851-1857 MCKINLEY NOW KNOWN AS 1853 MCKINLEY

1. Paragraph 13 is amended to read as follows:

13. This Agreement is further contingent upon the Purchaser(s) undertaking development within the following timeframe:

- Sewer to be completed by June 30, 2019
- Basement to be completed by July 31, 2019
- Certificate of Occupancy issued on or before December 31, 2019

All work to be done pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.

If Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for Eight Thousand Dollar and 00/100 (\$8,000.00) (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceedings to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.

2. Paragraph 20 is added to the Agreement:

20. Purchaser will be responsible to protect adjoining public and private property from damage during construction. Protection shall be made to control water runoff and erosion during construction activities and before establishment of turf after construction. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings shall be protected by the builder. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation. Further, Purchaser will be required to provide turf establishment before Final Certificate of Occupancy will be issued. (NOTE: Sod, seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.)

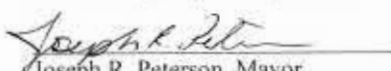
All other terms and conditions of the original Purchase Agreement shall remain in full force and effect.

Dated this 29 day of April, 2019.

PURCHASER(S): Pizzo Development Group, LLC


Antonio Pizzo, Resident Agent

SELLER(S), City of Wyandotte:


Joseph R. Peterson, Mayor


Lawrence S. Stec, City Clerk

OFFER TO PURCHASE REAL ESTATE

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
Township of
Village

Wyandotte County, Michigan, described as follows:
Lot 132 except the south 26.5 and all of Lots 133 and 134 Fordney's Subdivision as recorded in Liber 21 Page 26 of plats, WCR
 being known as Former 1851-1857 McKinley know now as 1853 McKinley 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 Ten Thousand (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements,
 and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

(Fill out one of the four following paragraphs, and strike the remainder)

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

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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 City Engineer, 3200 Biddle Avenue, Wyandotte

_____. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: **See Addendum for additional Paragraphs 12 through 19 and Signatures**

IN PRESENCE OF:

_____, L. S.
Purchaser

_____, L. S.
Purchaser

_____, Address _____
Dated _____, Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

_____,
Address _____, _____
_____,
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. This commission will deducted from the amount to the Seller at time of closing.

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

IN PRESENCE OF:

_____, L. S.
Seller

_____, L. S.
Seller

_____, Address _____
Dated _____, Phone _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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


Dated _____, _____, L. S.
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

12. The closing for this Agreement is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit, used by the Engineering and Building Department, within 120 days from the date of Seller's acceptance of this Agreement for the construction of an owner occupied single family home, consisting the following features:
- Approximately 1,995 square feet with 3 bedrooms, and 2.5 baths as indicated on Attachment A.
 - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
 - Exterior: Brick to the brick ledge (3 feet above ground) around entire structure and reminded of exterior to be vinyl sided.
 - Attached garage. NOTE: Garage cannot extend more than 3 feet in front of the living quarters of the home.
13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.
- Failure to undertake development and complete construction within 365 days as defined in Paragraph 12 will results in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.
14. 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.
15. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
16. Dirt shall be removed from the site at the Purchaser's expense.
17. 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.
18. A condition of this Agreement is that the single family home must be sold by Purchaser(s) as an owner occupied home for a minimum of five (5) years consecutive years from the date of this Agreement and a Deed Restriction enforcing this condition will be placed on the Warranty Deed issued by Seller(s) to Purchaser(s).
19. This Agreement is subject to the approval of the Wyandotte City Council.

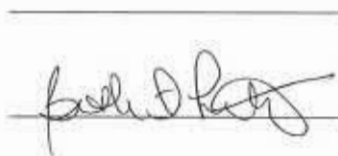
PIZZO DEVELOPMENT GROUP LLC, Purchaser(s):




Antonino Pizzo Purchaser
349 Antoine, Wyandotte, MI 48192


Dated: 5/9/18

CITY OF WYANDOTTE, Seller




Joseph R. Peterson, Mayor

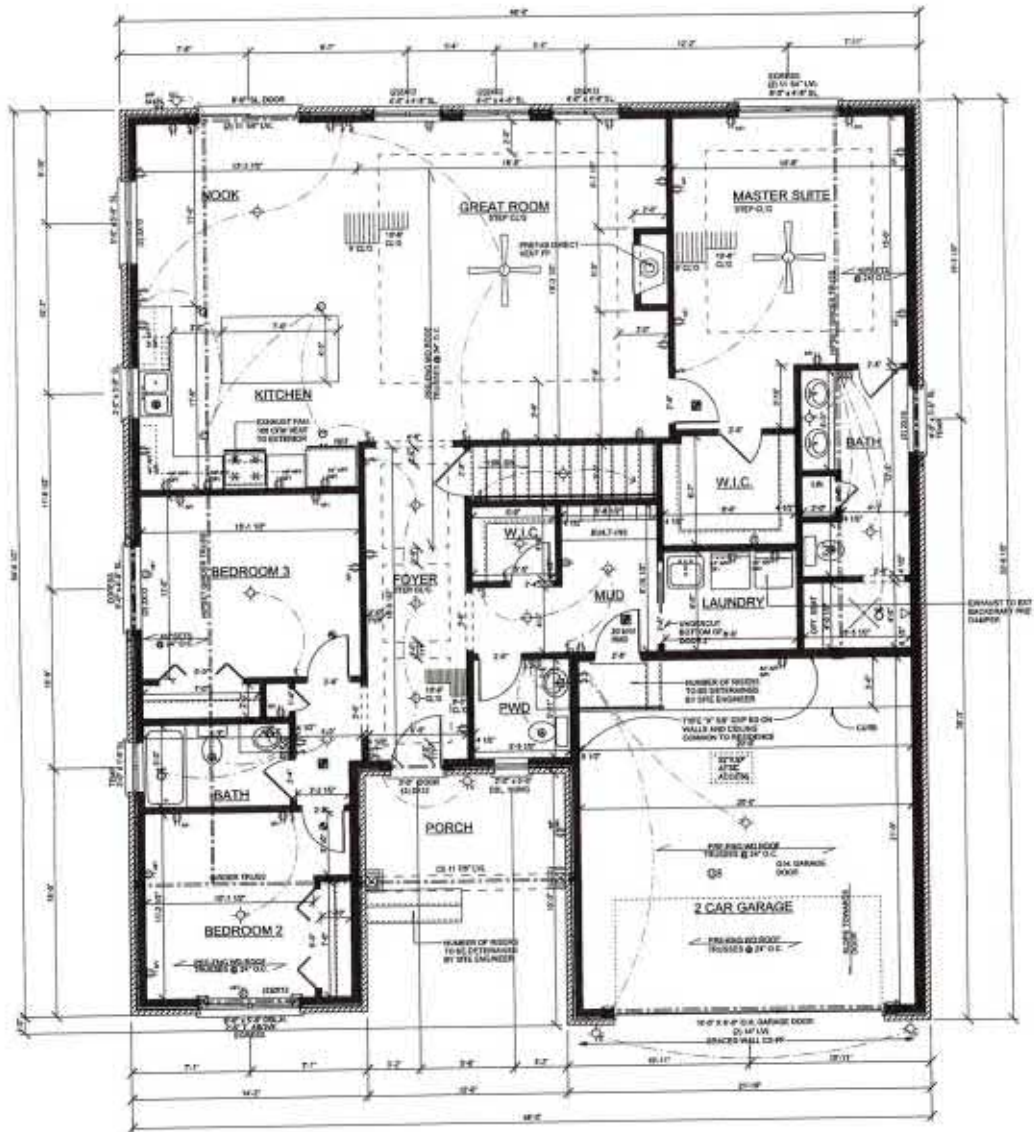
Dated: 5/17/18


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

Legal Department Approval May 7, 2018



FRONT ELEVATION
SCALE 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

AREA
OF FLOOR = 1901 S.F.
GARAGE = 400
BATHROOM = 50
KITCHEN = 100 S.F.

SECOND AMENDMENT TO PURCHASE AGREEMENT BETWEEN
THE CITY OF WYANDOTTE
AND
PIZZO DEVELOPMENT GROUP, LLC

This Amendment to the Purchase Agreement between the CITY OF WYANDOTTE, "SELLER" and PIZZO DEVELOPMENT GROUP, LLC, "PURCHASER" dated May 17, 2018, and 1st amendment dated April 29, 2019, for the property at Former 1865-1869 MCKINLEY NOW KNOWN AS 1867 MCKINLEY, Wyandotte, Michigan to amend the Purchase price to:

Thirteen Thousand (\$13,000.00) Dollars and 00/100

1. Paragraph 13 is amended to read as follows:

13. This Agreement is further contingent upon the Purchaser(s) undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) on or before June 30, 2020. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home will all of the requirements described in paragraph 12.

All work to be done pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.

If Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for Eight Thousand Dollar and 00/100 (\$8,000.00) (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceedings to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.

All other terms and conditions of the original Purchase Agreement shall remain in full force and effect.

Dated this 01 day of March, 2020.

PURCHASER(S): Pizzo Development Group, LLC


Antonio Pizzo, Resident Agent

SELLER(S), City of Wyandotte:

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

OFFER TO PURCHASE REAL ESTATE

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

City
Township of
Village

Wyandotte

Wayne

County, Michigan, described as follows:

North 7 feet of Lot 130, all of Lot 131 and the south 26.5 feet of Lot 132 Fordney's Subdivision as recorded in Liber 21 Page 26 of plats, WCR being known as Former 1865-1869 McKinley know now as 1867 McKinley 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 Ten Thousand (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

(Fill out one of the four following paragraphs, and strike the remainder)

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

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

Dated _____ I, S _____
Purchaser

ADDENDUM TO
OFFER TO PURCHASE REAL ESTATE

13. The closing for this Agreement is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit, used by the Engineering and Building Department, within 120 days from the date of Seller's acceptance of this Agreement for the construction of an owner occupied single family home, consisting the following features:

- Approximately 1,995 square feet with 3 bedrooms, and 2.5 baths as indicated on Attachment A.
- Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
- Exterior: Brick to the brick ledge (3 feet above ground) around entire structure and reminded of exterior to be vinyl sided.
- Attached garage. NOTE: Garage cannot extend more than 3 feet in front of the living quarters of the home.

13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement with poured floor and walls and inspection of foundations after backfill by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.

Failure to undertake development and complete construction within 365 days as defined in Paragraph 12 will results in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.

14. 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.
15. The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
16. Dirt shall be removed from the site at the Purchaser's expense.
17. 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.
18. A condition of this Agreement is that the single family home must be sold by Purchaser(s) as an owner occupied home for a minimum of five (5) consecutive years from the date of this Agreement and a Deed Restriction enforcing this condition will be placed on the Warranty Deed issued by Seller(s) to Purchaser(s).
19. This Agreement is subject to the approval of the Wyandotte City Council.

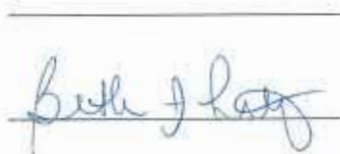
PIZZO DEVELOPMENT GROUP LLC, Purchaser(s):




Antonino Pizzo Purchaser
349 Antoine, Wyandotte, MI 48192

Dated: 5/9/18

CITY OF WYANDOTTE, Seller




Joseph R. Peterson, Mayor




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

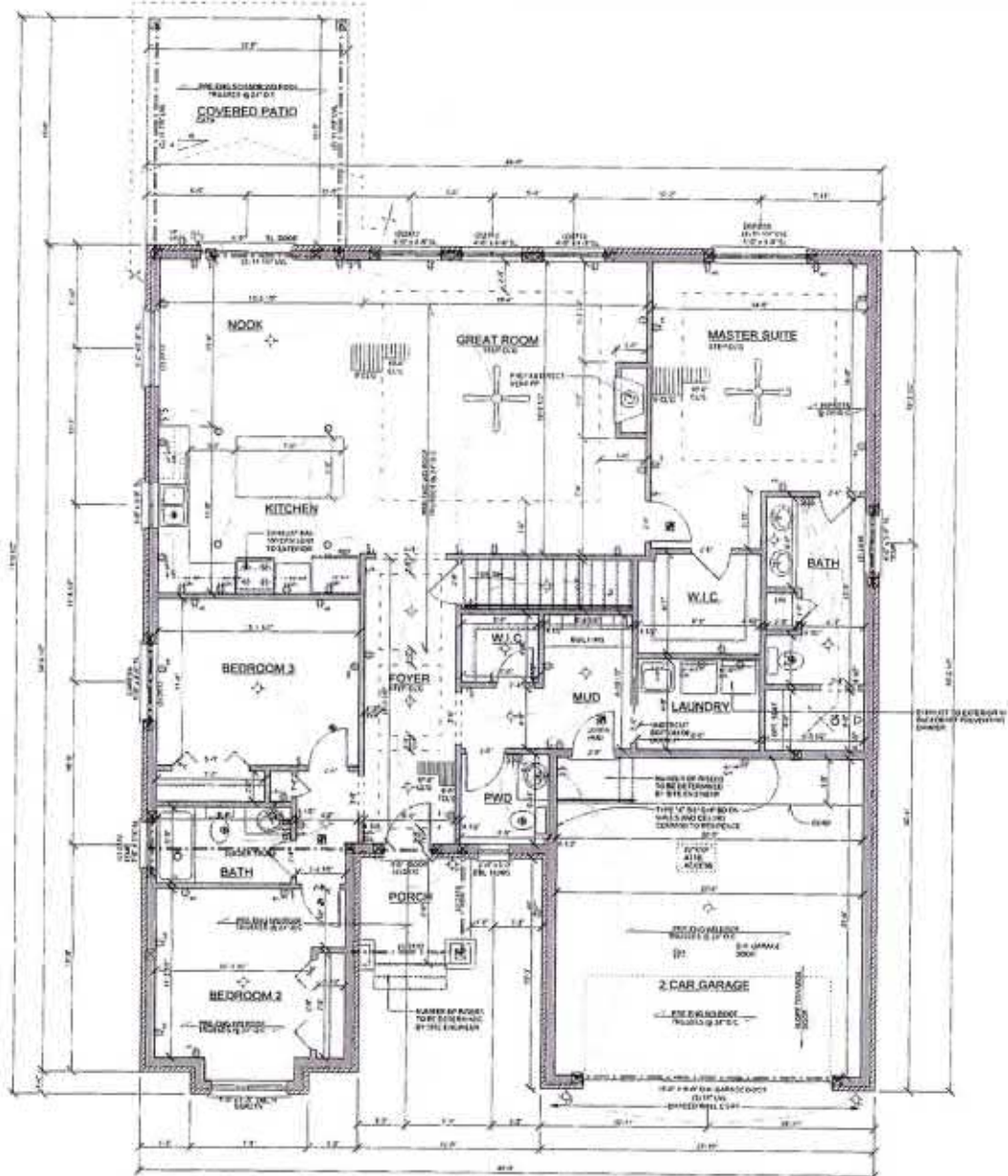
Dated: 5/17/18

Legal Department Approval May 17/2018

ATTACHMENT A



FRONT ELEVATION
SCALE 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 12

ITEM: Sale of former 3367 12th Street (30' x 100')

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The City owns the vacant property at the former 3367 12th Street. Attached for your approval is a Purchase Agreement to sell 7.5 feet of the property to the adjacent property owner at 3373 12th Street, Paul S. Puste, for the amount of \$375.00. The combination of the two (2) lots will result in one (1) lot measuring 52.5' x 123'. The remaining 22.5 feet has been offered to the adjacent property owner at 3361 12th Street.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Purchase Agreement to sell 7.5 feet of the former 3367 12th Street to the adjacent property owner at 3373 12th Street in the amount of \$375.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$375.00 in the TIFA Consolidated Fund (492-000-650-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreement and Map Former 3367 12th Street

RESOLUTION

Item Number: #12

Date: May 4, 2020

RESOLUTION by Councilperson _____

Council concurs with the recommendation of the City Engineer regarding the sale of a portion of the former 3367 12th Street, Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Paul S. Puste, 3373 12th Street, to acquire 7.5 feet of the former 3367 12th Street for the amount of \$375.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

OFFER TO PURCHASE REAL ESTATE

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
XXXXXXX of
XXXXXX

Wyandotte Wayne County, Michigan, described as follows:
THE S 7.5 feet of Lot 67, Whitcomb Subdivision as recorded in L30 P 27 of Plat Wayne County Records being known as Part of the former 3367 12th Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of Three Hundred Seventy-Five Dollars and 00/100 (\$375.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY: Paragraph A
(If all out one of the four following paragraphs, and strike the remainder)

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

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 3373 12th Street; 3. Purchaser is responsible for all closing fees including title premium, mapping fee, and recording fees. Closing fees will be due at time of closing; 4. All Property Taxes on property at 3373 12th Street must be current at time of closing.

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

IN PRESENCE OF:

Paul S. Puste L.S.
Purchaser

Address: 1505 Harbour Ct, Apt 62, Trenton, MI 48192

Phone: 734-642-6644

Dated: 3/21/2020

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address: _____
_____ **Seller**

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 un consummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

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

IN PRESENCE OF:

CITY OF WYANDOTTE: L.S.
Joseph R. Peterson, Mayor

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

Phone: 734-324-4555

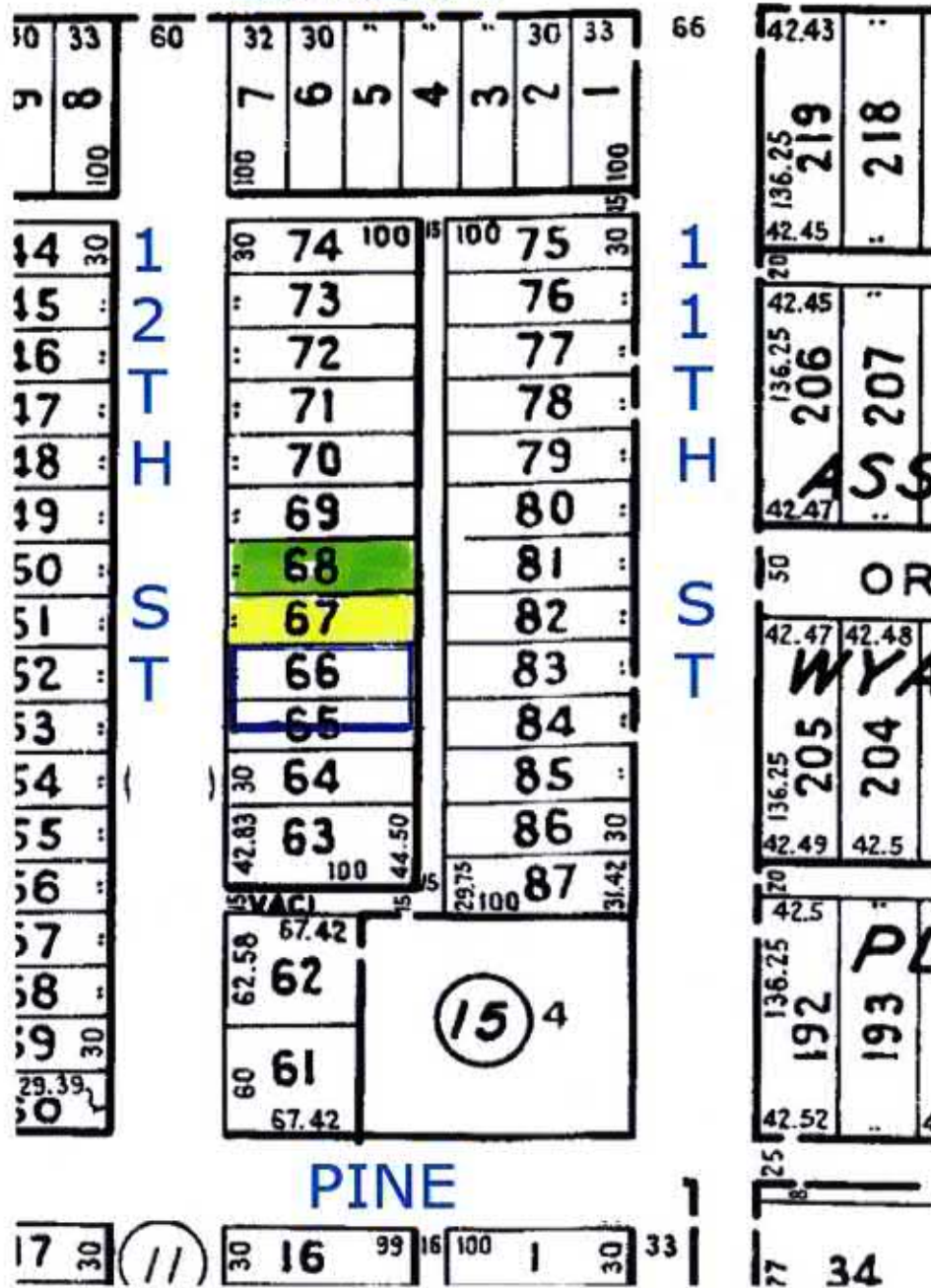
Dated: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated: _____ L.S.
_____ **Purchaser**

EUREKA



3361 12TH - LOT 68 WHITCOMB SUB L30 P27 LOT SIZE: 30' X 100'

3367 12TH - LOT 67 WHITCOMB SUB L30 P27 LOT SIZE: 30' X 100' *City owned*

3373 12TH - N 15FT OF LOT 65 ALSO LOT 66 WHITCOMB SUB LOT SIZE: 45' X 100'

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 13

ITEM: Sale of former 316 Clark (50' x 102')

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City owns the former 316 Clark, fifty (50) feet wide, located on Lots 33 and 34, The Alkali Subdivision. Attached for your approval are two (2) Purchase Agreements:

1. Sell Lot 33 the east twenty five (25) feet, to adjacent property owner at 210 Clark, Antonino Vitale, for the amount of \$2,500.
2. Sell Lot 34, the west twenty five (25) feet, to the adjacent property owner at 334 Clark, K & L Properties, for the amount of \$2,500.

The sales price of \$100 per front foot is consistent with the Council Resolution dated 3/8/2011 regarding sale of City property to adjacent commercial and/or industrial uses.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Purchase Agreements to sell the former 316 Clark to the adjacent property owners for \$100 per front foot.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$5,000.00 in the TIFA Consolidated Fund (492-000-650-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreements Former 316 Clark

RESOLUTION

Item Number: #13

Date: May 4, 2020

RESOLUTION by Councilperson _____

Council concurs with the recommendation of the City Engineer regarding the sale of former 316 Clark, Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Antonino Vitale, 210 Clark, to acquire Lot 33, the east twenty five (25) feet, of the former 316 Clark for the amount of \$2,500.00; AND

BE IT RESOLVED that Council accepts the offer from K & L Property, LLC, 334 Clark, to acquire Lot 34, the west twenty five (25) feet, of the former 316 Clark for the amount of \$2,500.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

OFFER TO PURCHASE REAL ESTATE

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City
XXXXXXX of
XXXXXXX

Wyandotte Wayne County, Michigan, described as follows:
Lot 33 The Alhambra Subdivision as recorded in L 22 P 22 of Plat Wayne County Records being known as Part of the former 316
Clark 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 Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) Dollars, subject to the
 existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

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

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

Dated _____ 1. _____

OFFER TO PURCHASE REAL ESTATE

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

{ City
XXXXXXX of
XXXXXX

Wyandotte Wayne County, Michigan, described as follows:
Lot 34 The Alkali Subdivision as recorded in L22 P 22 of Plat Wayne County Records being known as Part of the former 316 Clark 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 Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: Paragraph A

(Fill out one of the four following paragraphs, and strike the remainder)

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

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

Taxes and Prorated Items	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Authorization	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 334 Clark; 3. Purchaser is responsible for all closing fees including title premium, mapping fee, and recording fees. Closing fees will be due at time of closing; 4. All Property Taxes on property at 334 Clark must be current at time of closing.

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

IN PRESENCE OF:

K & L Property, LLC

Larry Waddle L. S.
Purchaser

Address 334 Clark, Wyandotte, MI 48192

Phone: 313-215-0220

Dated 3-17-20

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ Seller

Phone _____ By: _____

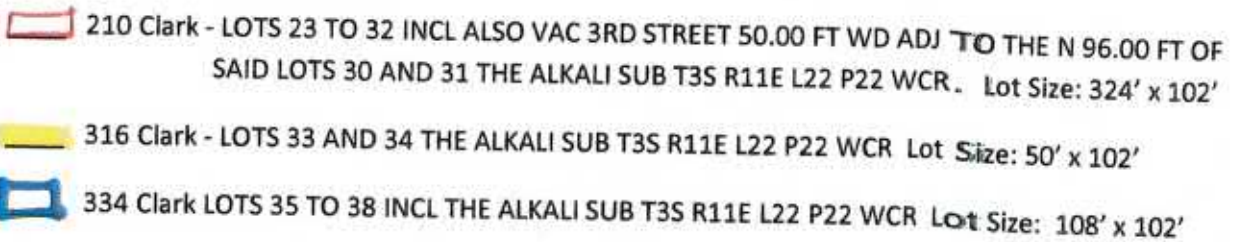
This is a co-operative sale on a _____ basis with _____.

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.



Zoned I-1

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 14

ITEM: Sale of former 1331 Walnut (7.5' x 120')

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City owns a portion of the former 1331 Walnut. Attached for your approval is a Purchase Agreement to sell 7.5 feet of the property to the adjacent property owner(s) at 1337 Walnut, Carol Orlando, for the amount of \$375.00. The combination of the two (2) lots will result in one (1) lot measuring 37.5' x 120'. The remaining 22.5 feet was sold the adjacent property owner(s) at 1327 Walnut.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Purchase Agreement to sell the West 7.5 feet of the former 1331 Walnut to the adjacent property owner(s) at 1337 Walnut in the amount of \$375.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$375.00 in the TIFA Consolidated Fund (492-000-650-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreement Former 1331 Walnut

RESOLUTION

Item Number: #14

Date: May 4, 2020

RESOLUTION by Councilperson _____

Council concurs with the recommendation of the City Engineer regarding the sale of a portion of the former 1331 Walnut, Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Carol Orlando, 1337 Walnut, to acquire the west 7.5 feet of the former 1331 Walnut from for the amount of \$375.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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

William R. Look
Steven R. Makowski

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

Richard W. Look
(1912-1993)

PURCHASE AGREEMENT

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

Wyandotte Wayne County, Michigan, described as follows:
West 7.5 feet of Lot 31 Lynch and Steffes Subdivision of Lot No 6, as recorded in L21, P60 WCR being known as Part of the
Former 1331 Walnut Street, and to pay therefore the sum of Three Hundred Seventy-Five Dollars & 00/100 (\$375.00); subject
to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY

PROMISSORY NOTE/MORTGAGE SALE

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of <u>\$375.00 plus closing costs to be determined at closing</u> shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>1337 Walnut, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall be returned to the Seller.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
Purchaser's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Seller's Default	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Title Objections	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: _____ If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY she sum of \$ _____ per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
Broker's Authorization	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

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

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

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 1337 Walnut. Purchaser will be responsible for closing fees including, but not limited, to engineering costs, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 1337 Walnut is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte.

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

IN PRESENCE OF:

Carol Orlando Purchaser I.S.

Purchaser I.S.

Address 1337 Walnut, Wyandotte, MI 48192

Dated _____ Phone: _____

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address _____ Broker

Phone _____ By: _____

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

Joseph R. Peterson, Mayor Seller I.S.

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

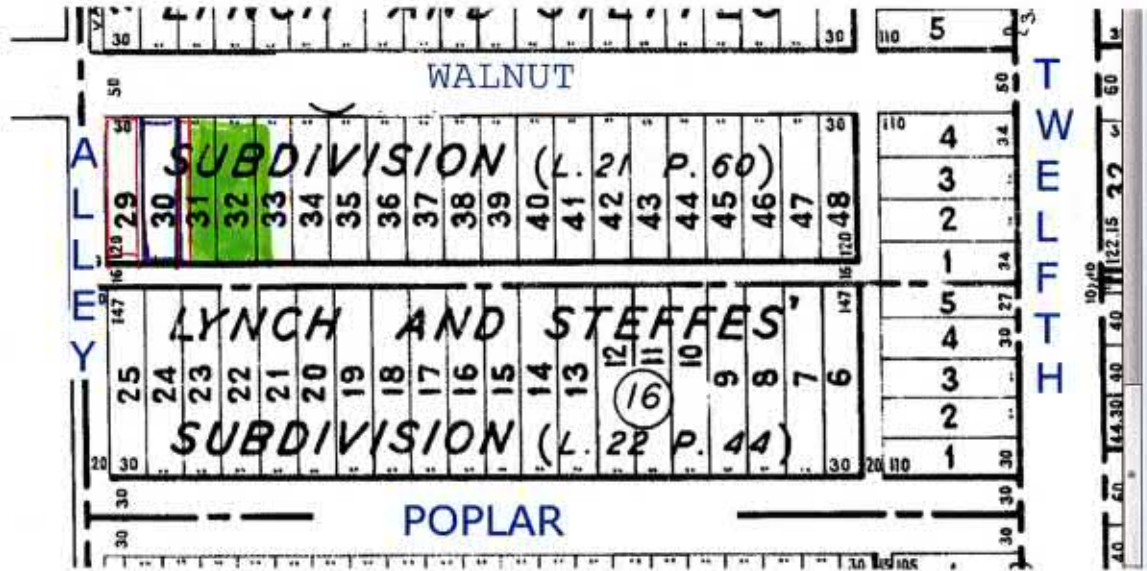
Dated: _____ Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ Purchaser I.S.

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



1327 Walnut - LOT 31 EXCEPT THE WEST 7.5 FEET, ALL OF LOT 32 ALSO WLY 15.00 FT OF LOT 33 LYNCH AND STEFFES SUB OF LOT NO. 6 Lot Size: 67.5' x 120'

1331 Walnut - West 7.5 feet of LOT 31 LYNCH AND STEFFES SUB OF LOT NO. 6 P60
Lot Size: 7.5' x 120' CITY

1337 Walnut - LOT 30 LYNCH AND STEFFES SUB OF LOT NO. 6 T3S R11E L21 P60 Lot Size: 30' x 120'

1343 Walnut - LOT 29 LYNCH AND STEFFES SUB OF LOT NO. 6 T3S R11E L21 P60 Lot Size: 30' x 120' CITY

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/4/2020

AGENDA ITEM # 15

ITEM: Sale of former Vacant Property on Sycamore (10' x 35')

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City acquired this property known as Vacant Sycamore (10' x 35') via Quit Claim Deed from Wayne County for non-payment of the taxes. Attached for your approval is a Purchase Agreement to sell said property to the adjacent property owner at 352-358 Sycamore, Mr. Adam Aitchison, for the amount of \$125.00. The addition of the 10' x 35' parcel will improve the property at 352-358 Sycamore.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Purchase Agreement to sell the property known as Vacant Sycamore to the adjacent property owner at 352-358 4 Sycamore in the amount of \$125.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Revenue of \$125.00 in the TIFA Consolidated Fund (492-000-650-040).

IMPLEMENTATION PLAN: The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

LIST OF ATTACHMENTS:

1. Purchase Agreement and Map Vacant Sycamore

RESOLUTION

Item Number: #15

Date: May 4, 2020

RESOLUTION by Councilperson _____

Council concurs with the recommendation of the City Engineer regarding the sale of the Vacant Sycamore property; AND

BE IT RESOLVED that Council accepts the offer from Adam T. Aitchison, owner of 352-358 Sycamore, to purchase the Vacant Sycamore for the amount of \$125.00; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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

William R. Look
Steven R. Makowski

Richard W. Look
(1912-1993)

I, THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

City
Township of
Village

Wyandotte Wayne County, Michigan, described as follows:
The South 35 feet of the North 80 feet of the West 10 feet of Lot 13 Part of Wyandotte in the TWP of Ecorse, Block 103 as recorded in
Liber 1, Page 56, Wayne County Records being known as Vacant property on Sycamore 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 Hundred Twenty-Five (\$125.00) 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

(Fill out one of the four following paragraphs, and strike the remainder)

Cash Sale	A. Delivery of the usual Quit Claim Deed conveying the City's interest. 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.R.
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 _____ months from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of <u>Zero (0%)</u> per cent per annum; and which DO , DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, without agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/ Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he 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 or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>N/A</u> If the Seller occupies the property, it shall be vacated on or before _____ From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>no prorations</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.</p> <p>8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
Broker's Authorization	<p>9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

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

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


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

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

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

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: 1. Contingent upon City Council approval. 2. Purchaser acknowledge that Sellers will be issuing a Quit Claim Deed and not a Warranty Deed. 3. Purchaser agrees at closing to combine this property with property currently owned by Purchaser known as 352-354-365-358 Sycamore.

IN PRESENCE OF:


Peter S. Lee
 Dated 02/26/2020


Adam Thomas L. S. Purchaser
2007 Bradhoff Ave
San Leandro, CA 94577
925-683-8285

BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

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

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

City of Wyandotte:

IN PRESENCE OF:

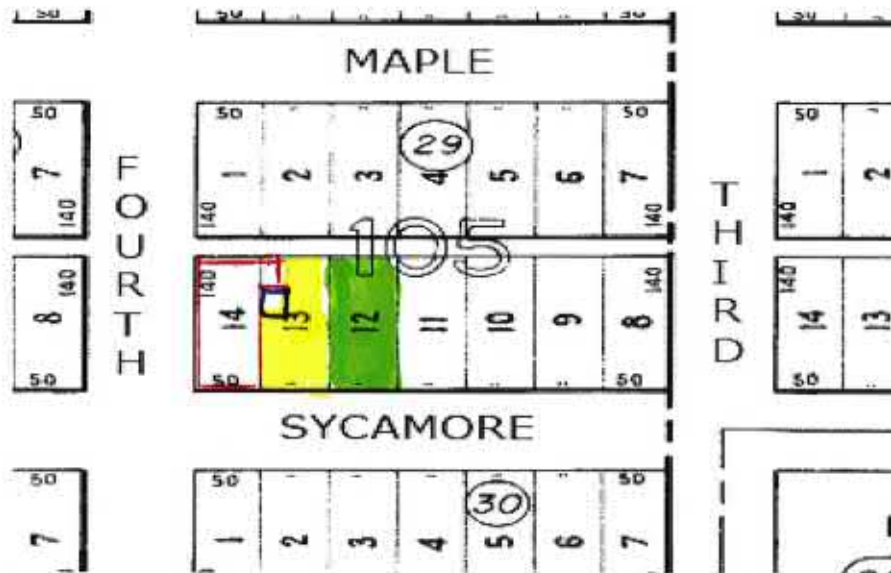
Joseph R. Peterson, Mayor L. S. Seller
Lawrence S. Stec, City Clerk L. S. Seller
 Address _____
 Phone _____

Dated: _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L. S. Purchaser



346 SYCAMORE - LOT 12 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 105 T3S R11E, L1 P56 WCR

SYCAMORE - THE S 35 FT OF THE N 80 FT OF THE W 10 FT OF LOT 13---PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 105 T3S R11E, L1 P 56 WCR

354 SYCAMORE - LOT 13 EXCEPT N 80 FT OF W 10 FT THEREOF PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 105 T3S R11E, L1 P56 WCR

3137 4th STREET - N 45.00 FT OF W 10.00 FT OF LOT 13 ALSO LOT 14 PART OF WYANDOTTE IN THE TWP. OF ECORSE, BLOCK 105 T3S R11E L1 P56

RESOLUTION

Item Number: #16

Date: May 4, 2020

RESOLUTION by Councilperson _____

Final Reading #1486

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND CHAPTER 14 GARBAGE, TRASH AND WEEDS
ARTICLE I IN GENERAL
OF THE WYANDOTTE CODE OF ORDINANCE

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amend Article I. In General to read as follows:

Sec. 14.2. Receptacles-Generally.

(d) Notwithstanding sections 14-4 and 14-5, upon written notice from the city, multiple residential, commercial and industrial premises must place all solid waste in a non-portable rear load or front load receptacles. All apartment buildings with six (6) or more residential units are required to have a non-portable rear load or front load receptacles.

Sec. 14.4. Same-Rubbish generally.

Rubbish may also be placed in non-portable rear load or front load receptacles approved by the city engineer which can be mechanically handled by collection equipment of the city contractors. Should a non-portable rear load or front load receptacle be utilized, the charges will be determined by resolution of the city council.

Sec. 14.5. Same-Commercial rubbish.

Commercial rubbish may be placed in nonportable rear load or front load receptacles of substantial metal construction of two (2) to eight (8) cubic yards capacity and shall meet all specifications established by the city engineer on the basis of the requirements of the solid waste equipment being used by the city contractor.

Corrugated cardboard may be placed in non-portable corrugated cardboard receptacles of substantial metal construction of six-cubic-yard capacity as supplied by the city contractors.

Receptacles that are badly broken or otherwise fail to meet the requirements of this section may be classified as rubbish and, after due notice to the owner, may be collected as rubbish by the department.

Receptacles which are furnished by the city contractor shall be owned, serviced, maintained and replaced as needed by the city contractor.

Should a non-portable rear load receptacle or non-portable corrugated cardboard receptacle be utilized, the charges will be determined by resolution of the city council.

Sec. 14-7. Same-Location for collection.

(b) Said receptacles, containers and bundles shall not be placed between the sidewalk and curb, or in the alley, as the case may be, before 6:00 p.m. of the day preceding the day scheduled for collection, and all empty receptacles and containers shall be removed back onto private property no later than 8:00 p.m. of the day following collection.

If said receptacles, containers and bundles are placed between the sidewalk and curb, or in the alley, prior to or after the permitted times, and the City deems that this condition would pose a health hazard, subject adjacent property occupants to an unreasonably offensive odor, or be a public nuisance, the City, with no notification to the property owner or tenant, shall pick up the items prior to the next regularly scheduled pick up day. The property owner shall be responsible to pay the City costs as billed by the City to the property owner within thirty (30) days of the City's mailing of the costs owed. If the property owner fails to do so, the property owner is in violation of this ordinance and will be responsible for a municipal civil infraction.

It shall be the responsibility of the property owner to ensure its tenants are in compliance with this provision.

Sec. 14.8. Same-Collection frequency, supervision, etc.

The collection of rubbish from non-portable rear load or front load receptacles approved by the city engineer shall be up to three (3) times each week. The collection of rubbish from all other locations shall be once a week. The collection of garbage, rubbish and ashes shall be under the direction of the department of engineering and shall be performed by the person designated by the city council to collect same.

Sec. 14.8.1. Same-Collection requirements.

(9) Non-portable rear load or front load receptacles (dumpsters): Solid waste shall be contained in receptacle as defined in sections 14-4, 14-5 and 14-8. A service fee approved by city council will apply.

(13) Special refuse/bulk refuse: Shall be separated and clearly marked with a special refuse sticker. Refrigerators and freezers shall have the doors removed and be placed on their side. Bulk refuse shall be neatly placed out for collection. All fabric materials such as, but not limited to, sofas, mattresses and box springs that are soiled or infested with bed bugs shall be completely wrapped in plastic and securely taped, otherwise the items will not be picked up.

(b) Removal of mass disposal of bulk refuse, domestic rubbish, garbage, solid waste and special refuse generated from site evictions, foreclosures, move-outs or construction/renovations, shall be the responsibility of the property owner. The property owner shall contract for the disposal of such materials with a private contractor and pay all costs associated with the mass disposal of the materials from the property on the day of the site eviction, move-out or construction/renovation activity.

In cases where the Court is involved and has issued a writ for possession, the Court Officer with the writ may hire a private contractor for disposal of such materials.

Dumpsters may be available from the City of Wyandotte DPS at certain times of the year for a fee.

If said bulk refuse, domestic rubbish, garbage, solid waste and special refuse generated from site evictions, foreclosures, move-outs or construction/renovations are placed between the sidewalk and curb, or in the alley, prior to or after the permitted times, and the City deems that this condition would pose a health hazard, subject

adjacent property occupants to an unreasonably offensive odor, or be a public nuisance, the City, with no notification to the property owner or tenant, shall pick up the items prior to the next regularly scheduled pick up day. The property owner shall be responsible to pay the City costs as billed by the City to the property owner within thirty (30) days of the City’s mailing of the costs owed. If the property owner fails to do so, the property owner is in violation of this ordinance and will be responsible for a municipal civil infraction.

Section 2. Interpretation.

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

Section 3. Severability.

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

Section 4. Conflicting Ordinance.

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

Section 5. Effective Date.

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Alderman	
	Calvin	
	DeSana	
	Maiani	
	Sabuda	
	Schultz	

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION ON-LINE MEETING MINUTES, DRAFT
APRIL 15, 2020

Members Present: John Darin, Chairman, Kelly Dodson, Andrea Fuller, Noel Galeski, Wendy Leach, Alice Ugljesa

Members Excused: Michael Bak, Barbara Freese, Patricia Iacopelli, Stephanie Pizzo

Guest(s): None

1. Call to Order: This Regular Meeting was held as an on-line public meeting through Zoom Communications. The meeting was called to order by John at 6:00 pm. It was noted that the meeting packet was attached to the Zoom meeting announcement, but could not be downloaded and/or printed by a number of commissioners, and was unavailable for review. Going forward, the handouts for on-line meetings of the Commission will be emailed separately to each commissioner.
2. Approval of Agenda: This meeting's standard agenda format was approved by consensus.
3. Reading and Approval of Previous Minutes:
 - a. March 11, 2020 Regular Meeting: Review of the March 11, 2020 meeting minutes was deferred to the next Commission meeting because the minutes were unavailable for review.
4. Chairperson's Report:
 - a. Distribution of Documents: An updated Attendance Log was distributed with the meeting packet.
5. Treasurer's Report:
 - a. FY 2019-2020 Beautification Commission Expense Report: The Treasurer's Report was distributed with the meeting packet, and was reviewed with the commissioners. There were accrued expenses totaling \$1,299.75 for Spring Hanging Baskets, and \$3,260.80 for Spring Dig-In expenses, leaving a current balance of \$2,801.18 in the Primary TIF Account. There were no expenses posted to the GFM Reserve account, leaving a current balance of \$249.78. In addition, the Beautification Commission, acting as an account agent, accrued Spring planting expenses of \$1,036.32 for the Purple Heart Memorial Garden, out of the DDA PHMG account; and \$204.89 for the Vietnam Veterans Memorial Garden, out of the Vietnam Veterans Committee account. All Spring planting expenses will be invoiced upon date of delivery, currently scheduled for May 15, 2020 (hanging baskets) and May 16, 2020 (all others).
6. Public & Media Relations and Event Marketing Report: Andrea reported that she has posted announcements of the Spring Clean-Up cancellation. She will not actively promote the community garden opening at this time, due to uncertainty of the garden opening date.
7. "Adopt-A-Spot in Wyandotte" Program Update: There was nothing new to report.
8. Community Garden Update:
 - a. Community Garden Opening Postponed: The Community Garden Opening, scheduled for Saturday, April 25th, has been postponed to a future date, due to the COVID-19 pandemic. It is hoped to re-schedule the garden opening in May. Timing will be consistent with City of Wyandotte COVID-19 mitigation measures, including social distancing and use of PPE. Communications have gone out to all community gardeners. A total of 4 applications have been received to date from current gardeners, and 2 new applications were placed on the Waiting List.
 - b. Phase 2 Planning: Implementation of Phase 2 design and build-out has been postponed to a future date, due to the COVID-19 pandemic.
 - c. Ribbon-Cutting Event Planning: The Community Garden Ribbon-Cutting ceremony, scheduled for Thursday, July 23rd, has been postponed to a future date, due to the COVID-19 pandemic.

9. Spring Clean-Up:

- a. Spring Clean-Up Cancelled: Noel reported that the Spring Clean-Up, originally scheduled for Saturday, April 25, 2020, has been cancelled due to the COVID-19 pandemic, by a 7-0 on-line roll call vote. A re-configured event may be re-scheduled for a later date, or may be incorporated into approved Spring Dig-In activities.
- b. KAB & Niagara Bottled Water Support: John reported that he received a coupon from KAB for 10 cases of Niagara bottled water, 32 /cs., available at Southgate Lowe's. When an attempt was made to pick-up the water, John reported that he was informed that 1) only cases of 24/cs. were available, and the coupon could not be applied; and 2) the water distribution was a "non-essential" activity, and could not be completed due to the COVID-19 Executive Order in effect. John communicated this to his contact at KAB.
- c. City Support for Planting Clean-Up After May 1, 2020: A plan submitted by the Beautification Commission for limited clean-up of dead plant material in selected downtown planted areas in public right-of-ways by individual commissioners under tight social distancing and PPE requirements after May 1st, or following lifting or easing of the Governor's applicable Executive Order(s), was reviewed and approved by Gregory Mayhew, City Engineer, "subject to, and adhering to, all future/additional restrictions imposed by Governmental orders, or recommended public safety precautions". The dead brush will be removed by the commissioner(s), and will be stored at their home until the Recycling Center reopens to the public. The recommended sites were reviewed. The Clean-Up will be re-visited after May 1.

10. Spring Dig-In Status Review:

- a. Dig-In Status Review: There was much discussion regarding holding the Dig-In on schedule, and the number/type of participants in the event. The Spring Dig-In planning will be re-visited after May 1st.
- b. Landscape Planning and Review of Flower Orders: The landscape orders were reviewed by Alice.

11. Old Business: There was no Old Business.

12. New Business: There was no New Business.

13. Round-Table Reports and Announcements: There were no round-table reports or announcements..

14. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, May 13, 2020 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue. This may be an on-line meeting, depending on the status of the Governor's Shelter-In-Place Executive Order, and the City of Wyandotte's COVID-19 mitigation measures.

15. Adjournment: The meeting was adjourned at 6:40 pm.



John M. Darin
Chairman, Wyandotte Beautification Commission

Downtown Development Authority
Meeting Minutes
5:30 PM, February 11th, 2020
Council Chambers, 3200 Biddle Avenue, Suite 300
Wyandotte, Michigan 48192

MEMBERS PRESENT: Rick DeSana, John Jarjosa, Scott Jordan, Bryan Kozinski, Anne Majlinger, Patt Slack, Norm Walker

MEMBERS EXCUSED: Mayor Peterson, Leo Stevenson

OTHERS PRESENT: Joe Gruber, DDA Director

PUBLIC COMMENT: None present

APPROVAL OF MINUTES & AGENDA:

Minutes from January 2020 Meeting and Agenda for February 2020 Meeting

Motion by A. Majlinger, supported by J. Jarjosa to approve the minutes from the January regular meeting and the agenda for the February regular meeting. All in favor, motion carried.

INFORMATION TO RECEIVE & PLACE ON FILE: None

MONTHLY REVENUE/EXPENDITURE REPORT

Monthly Revenue and Expenditure Report: January 31st, 2020

Motion by P. Slack, supported by N. Walker to accept and approve the Monthly Revenue and Expenditure Report. Roll Call. All in Favor, motion carried.

ONGOING PROJECTS & BUSINESS:

Eureka Road Viaduct Maintenance Contract: Director Gruber shared background for the 2020 Eureka Road Viaduct Maintenance Contract bidding and request for proposal process. The City prepared project specifications for the landscaping and maintenance contract and advertised the project per standard procurement procedures. The City received zero bids. The DDA Board of Directors then instructed the DDA Director to solicit and procure at least three proposals which included specific items of work and quotes for service. The DDA Director collected three proposals: P&P Landscaping, D&B Landscaping and Grosse Ile. Lawn and Sprinkler. The proposals were reviewed and the low bidder was interviewed to confirm his understanding of the scope of the work and bid. Chairwoman Slack offered insight from the DDA Finance Committee meeting during which all three proposals were reviewed and critiqued. The DDA Finance Committee made the recommendation to hire the low bidder, Grosse Ile. Lawn and Sprinkler.

Motion by P. Slack, supported by J. Jarjosa to accept the proposal from Grosse Ile. Lawn and Sprinkler for the annual Eureka Road Viaduct Annual Maintenance Program in the amount of \$18,970.00 and to make the recommendation to Mayor and City Council to accept and sign the contract. Roll Call. All in Favor, motion carried.

Wyandotte Farmer's Market Service Contracts: Director Gruber offered a brief update that the recently DDA-approved and recommended service contracts for the Vintage Market Home and Eastern Market Corporation for the 2020 Wyandotte Farmer's Market were accepted and approved by Mayor and City Council.

Downtown GalleryWay: Director Gruber shared a report that the Downtown GalleryWay and outdoor art pieces were finally installed and put into place. Chairwoman Slack and Director Gruber shared detailed descriptions of the physical space, the artwork and the process by which the artwork was attained, produced and assembled.

NEW BUSINESS:

Destination Downriver Memorandum of Understanding: Director Gruber shared a Memorandum of Understanding from the new Destination Downriver coalition and outlined the background information regarding this recreation and tourism-based organization. He shared a description of the MOU and outlined the request to have Wyandotte added as a member community with DDA Director sitting as the appointed representative for the City of Wyandotte.

Motion by P. Slack, supported by S. Jordan to accept and recommend the Destination Downriver MOU be further accepted and signed by Mayor and City Council. Roll Call. All in favor, motion carried.

Wyandotte Industries Art Donation: Director Gruber shared a letter of interest and donation made by Jerry Szpondowski Jr. and Wyandotte Industries to donate \$20,000 to the City of Wyandotte to install a permanent piece of public art. Director Gruber outlined the process by which he and Chairwoman Slack will be meeting and coordinating with Department Heads to accept the donation and deliver the project.

Updated Business Stimulus Grant Program Application: Director Gruber explained the 2017 Business Stimulus Program and noted that the program application will be updated and modernized while the aspects of the grant and its program guidelines will remain the same.

NEXT REGULAR MEETING: March 10th, 2020 Special meeting location: Downriver Council for the

ADJOURNMENT: 5:53 PM

Motion by P. Slack, supported by B. Kozinzki to adjourn the meeting. All in favor, motion carried.

Respectfully Submitted,

Joe Gruber, DDA Director

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, March 10, 2020. Commissioner Harris called the meeting to order at 6:00 p.m.

ROLL CALL:

Present:	Commissioner John Harris Commissioner Bobie Heck Commissioner Doug Melzer Chief Daniel Wright
Recording Secretary:	Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on February 25, 2020. Motion carried unanimously.

COMMUNICATIONS

Chief Wright submitted to Commission Downriver Mutual Aid correspondence regarding this year stats. So far 7 ½% of our total call volume is mutual aid 38 EMS and 3 fire were given with us receiving 3 EMS & 1 fire. Chief anticipates this will level out. Commissioner Melzer motioned to receive and place on file; supported by Commissioner Heck. Motion carried.

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "February 2020"*
Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.
2. *Department bills submitted March 5, 2020 in the amount of \$3,780.28*
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.

Fire Commission Meeting
Page 2
March 10, 2020

LATE

Chief Wright stated iPads are in service and he's still working on new hire.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:23 p.m.

Respectfully submitted,

Bobbie Heck / lm

Bobbie Heck
Secretary

*approved via Zoom
4-28-2020*

MI/lm