



AGENDA

REGULAR SESSION

MONDAY, DECEMBER 21, 2020 7:00 PM

PRESIDING: THE HONORABLE MAYOR PRO TEMPORE ROBERT A. DESANA

CHAIRPERSON OF THE EVENING: THE HONORABLE MEGAN MAIANI

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL Mayor Pro Tempore DeSana, Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

1. Report Status of 1544 Maple Street

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.

2. Approval of City Council Minutes 12.7.2020
3. Traffic Control Order 2020-4

NEW BUSINESS

4. Amended Lease Agreement-3200 Biddle (4th Floor) and 8th & Grove Street
5. POAM Police Officer's Patrol Bargaining Unit - Tentative Agreements
6. COAM Police Command Officer's Bargaining Unit - Tentative Agreements
7. IAFF #356 (Fire) - Tentative Agreements
8. General Increase - Full-time, Non-union Employees
9. Fire Department Purchase of Power Load Stretchers
10. Hiring-Full-time Animal Control Officer
11. Intergovernmental Cooperative Bid Award for 2021 Water Service Line Replacements
12. 2021 Welcome to Wyandotte Today Agreement
13. Sale of 1213 Grove Street, Wyandotte
14. Emergency Repair to Street Sweeper
15. First & Final Reading #1501: Salary of the City Assessor
16. First & Final Reading #1502: Salary of the City Treasurer
17. First & Final Reading #1503: Salary of the City Clerk

BILLS & ACCOUNTS

REPORTS & MINUTES

Fire Commission 11/10/2020

Police Commission 12/08/2020

TIFA/BRDA 12.15.2020

WMS Commission 11/18/2020

WMS Commission 12/2/2020

Zoning Board 12/2/2020

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: JANUARY 11, 2021

ADJOURNMENT

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 1

ITEM: Report Status of 1544 Maple Street

PRESENTER: Gregory J. Mayhew, P.E.
City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: At the Council Meeting of August 31, 2020, a report was submitted by the Engineering and Building Department regarding the property maintenance issues at 1544 Maple Street. The Resolution placed the report on file and requested a report back to Council on December 21, 2020. The following applies.

1. The property has been vacant since the end of August, 2020.
2. Electric and water utilities have been cut by Wyandotte Municipal Services on November 23, 2020.
3. August 26, 2020, a letter requiring registering the property as vacant and advising of occupancy being prohibited was sent to the property owner.
4. September 18, 2020, Property Maintenance letter sent.
5. October 6, 2020, Ticket 660908 issued for failure to correct property maintenance violations.
6. October 16, 2020, received notice from property owner, Mr. Bailey, that he had entered into a purchase agreement to sell the property.
7. November 5, 2020, new Upon Sale Inspection, PUS20-0347, was performed.
8. November 23, 2020, Temporary Certificate of Approval issued with \$5,000 escrow, affidavit and condition of no occupancy until all repairs are completed.

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 maintenance of City infrastructure.

ACTION REQUESTED: Receive and place communication on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Engineering and Building Department will continue to monitor the property and enforce the Upon Sale Code of Ordinance requirements.

LIST OF ATTACHMENTS:

1. Temporary Certificate of Approval PUS20-0347

2. PUS20-0347 Upon Sale Inspection Report
3. Ticket 660908
4. Property Maintenance Letter 091820
5. Letter RE Register as Vacant and Occupancy Prohibited 082620

RESOLUTION

Item Number: #1
Date: December 21, 2020

RESOLUTION by Councilperson _____

RESOLVED by City Council that the communication from the City Engineer regarding the status of 1544 Maple Street is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



GREGORY J. MAYHEW, P.E.
CITY ENGINEER

MAYOR PRO TEMPORE
Robert A. DeSana

COUNCIL
Robert Alderman
Chris Calvin
Megan Maiani
Leonard T. Sabuda
Donald C. Schultz

November 23, 2020

Case No. # PUS20-0347

SFR3 LLC
500 WESTOVER DR #14104
SANFORD, NC 27330-8941

RE: Property located at
1544 Maple, Wyandotte, MI 48192

On **November 05, 2020**, an inspection was performed at the above captioned property. This letter is to serve as a Temporary Certificate of Approval for the above captioned property. The amount of **\$5,000.00** was put into escrow with the City of Wyandotte on November 23, 2020, to ensure all violations will be repaired. A full Certificate of Approval will be issued when these violations are completed.

If you have any questions, please do not hesitate to contact the undersigned.

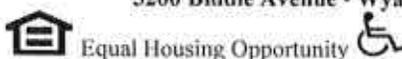
NOTE: NO OCCUPANCY UNTIL ALL REPAIRS ARE COMPLETED AND INSPECTED BY THE CITY OF WYANDOTTE.

Very truly yours,

ENGINEERING AND BUILDING DEPARTMENT
City of Wyandotte

- OK to transfer Lights and Water (IN OWNER'S NAME ONLY)
- Escrow Agreement
- Affidavit Assuming Violation
- Received Copy of Inspection Report
- Rental (needs to register)
- Resale
- Owner Occupied
- Commercial

3200 Biddle Avenue • Wyandotte, Michigan 48192 • 734-556-3179 • email: engineering1@wyandottemi.gov



An Equal Opportunity Employer



CITY OF WYANDOTTE, MICHIGAN

Department of Engineering & Building PH (734) 324-4551 FAX (734) 324-4535 • 3200 Biddle Ave. 48192

Print

Escrow Agreement

The undersigned, SFR3 LLC on this 20 day of November, 2020, hereby deposits with the City of Wyandotte, irrevocably, the sum of Five Thousand dollars, (\$5000) to be held by the City of Wyandotte, to insure that all corrections/repairs for the violations at 1544 Maple St Wyandotte, Michigan are corrected.

Said escrow funds are to be held by the City of Wyandotte in a non-interest bearing account until completion of the above referred work is to the satisfaction of the City Engineer of the City of Wyandotte. It is our understanding that I/we will be refunded said escrow funds upon completion of said work and I/we will forever release the City of Wyandotte and their agents and/or representatives from all liability concerning said Escrow Agreement.

This agreement is entered into by the respective Parties set forth below.

I/We further understand that if said work is not completed within six (6) months, the escrow funds may not be released.

[Signature]
Owner (Signature)

500 Westover Dr #14104
Address

Sanford NC 27330-8941
City, State, Zip

313-397-0370
Phone Number

Purchasers (Signature)

Address

City, State, Zip

Phone Number

Subscribed and sworn to before me this 23rd day of November 2020

[Signature]
Notary Public, State of Michigan, County of Wayne

My Commission Expires 10/24/25
Acting in the County of Wayne

Receipt # _____



ESCROW FUNDS TO BE RELEASED TO:

(please make sure this portion is completely filled out before releasing the escrow agreement)

SFR3 LLC
Name
500 Westover Dr #14104
Address
Sanford NC 27330-8941
City, State, Zip



CITY OF WYANDOTTE, MICHIGAN

Department of Engineering & Building PH (734) 324-4551 FAX (734) 324-4535 - 3200 Biddle Ave. 48192



Affidavit Assuming Violations

Property Address Regarding: 1544 Maple St

Date: 11/20/20

The undersigned has been furnished with a copy of the Inspection Checklist for the above referenced property and hereby assumes responsibility to correct all the code violations listed on said Inspection Checklist for the above referenced property within **six (6) months**.

NOTE: If, during a re-inspection, a safety or fire related violation is discovered, it will be added to the checklists and shall become a requirement to correct prior to final escrow refunds or issuance of a final Certificate of Approval/Compliance/Conformity.

Name: SFR3 LLC

500 Westover Dr #14104

Address: Sanford, NC 27330-8941

Home Phone: _____

Work/Cell Phone: 313-397-0370

E-mail: Ray@SFR3.com

Signature: *Ray* for SFR3

Name: _____

Address: _____

Home Phone: _____

Work/Cell Phone: _____

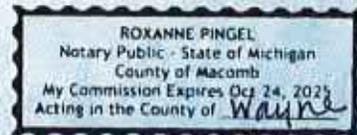
E-mail: _____

Signature: _____

Subscribed and sworn to me this 23rd day of November, 20 20.

by *Roxanne Pingel*
Notary Public, State of Michigan, County of Wayne

My Commission Expires: October 24th, 20 25
Acting in the County of Wayne



Office Use Only

- Escrow Agreement
- OK to transfer utilities
- Owner Occupied
- Rental Unit

Authorized Signature: _____
City of Wyandotte, Engineering & Building Department



**CITY OF WYANDOTTE ORDINANCE REQUIRING THE
INSPECTION OF RESIDENTIAL DWELLINGS
PRIOR TO THEIR SALE OR TRANSFER**

SFR3 LLC

Prospective Buyer

[Handwritten Signature] for SFR3

Prospective Buyer's Signature

1544 Maple St

Regarding Address

Attached hereto are the City of Wyandotte's Building Inspection Checklist, Plumbing Inspection Checklist, Heating inspection Checklist, Electrical Inspection Checklist, and Fire Department Checklist concerning the dwelling at the above-described address. The attached checklists are for your review prior to you entering into a Purchase Agreement to sell said dwelling. The checklists will help you determine whether or not said dwelling meets the requirements of all of the applicable Codes and Ordinances of the City of Wyandotte. You are also free to obtain your own inspection of the premises by your own independent professional inspectors if you so desire, at your sole expense to determine if there are any code violations at said dwelling. We encourage you to share this communication and the inspection reports with any potential purchasers. The City has not made any representations to any buyers.

The initial inspection fee covers the first inspection and one (1) re-inspection. A thirty (\$30.00) dollar per inspector fee will be charged for any re-inspections required.

If, during a re-inspection, a safety or fire related violation is discovered, It will be added to the checklists and shall become a requirement to correct prior to final escrow refunds or issuance of a final Certificate of Approval/Compliance/Conformity.

The City of Wyandotte does not assume any liability to you by reason of the attached inspections and the following disclaimer of the City of Wyandotte's liability is quoted below from Section 19.5(d) of the City Ordinance:

"A Certificate of Approval is not a warranty or guarantee that there are no defects in the dwelling and the City of Wyandotte shall not be held responsible for defects not noted in the inspection report.

This inspection of the land use, exterior posture and interior accessories of the structure is limited to visual inspection only. The City of Wyandotte does not guarantee or approve by inference any latent, structural, or mechanical defects thereto, or such other items that are not apparent by such visual inspection.

The City shall not assume any liability to any person by reason of the inspections required by this Ordinance or the code adopted herein or the issuance of a Certificate of Approval or a Certificate of Occupancy."

Further, potential health impacts from asbestos, carbon dioxide, lead, carbon monoxide, formaldehyde, nitrogen dioxide, radon, particulates, water vapor, or other chemicals, vapors, fumes, mold or insects, were not a part of the City's inspection.

Please note if property sale does not occur, this inspection report is only valid for a one (1) year period from the date of inspection.

Sincerely,

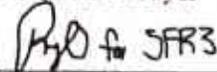
City of Wyandotte - Department of Engineering and Building

CITY OF WYANDOTTE, MICHIGAN
Department of Engineering & Building

CITY OF WYANDOTTE ORDINANCE REQUIRING THE
INSPECTION OF RESIDENTIAL DWELLINGS
PRIOR TO THEIR SALE OR TRANSFER

SFR3 LLC

Prospective Buyer



Signature

11/20/20

Date

1544 Maple St

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The initial inspection that is paid covers the first inspection and one (1) complete reinspection. A thirty (\$30.00) dollar per unit per inspector reinspection fee will be charged for any reinspections required beyond that covered in the initial inspection fee.

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City of Wyandotte
Department of Engineering and Building

www.wyandotte.net

3200 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4500 • Fax 734-556-3179 • www.wyandotte.net



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CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
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**CITY OF WYANDOTTE ORDINANCE REQUIRING THE
INSPECTION OF RESIDENTIAL DWELLINGS
PRIOR TO THEIR SALE OR TRANSFER**

November 06, 2020

Case # PUS20-0347

BAILEY, EDWARD/ELIZABETH
15653 SANDBURG
ROMULUS, MI 48174
THEOTHERSIDEPS@GMAIL.COM

Re: 1544 MAPLE

Attached hereto are the City of Wyandotte’s Building Inspection Checklist, Plumbing Inspection Checklist, Heating Inspection Checklist, Electrical Inspection Checklist, and Fire Department Checklist concerning the dwelling at the above-described address. The attached checklists are for your review **prior to you entering into a Purchase Agreement** to sell said dwelling. The checklists will help you determine whether or not said dwelling meets the requirements of all of the applicable Codes and Ordinances of the City of Wyandotte. You are also free to obtain your own inspection of the premises by your own independent professional inspectors if you so desire, at your sole expense to determine if there are any code violations at said dwelling. We encourage you to share this communication and the inspection reports with any potential purchasers. The City has not made any representations to any buyers.

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Further, potential health impacts from asbestos, carbon dioxide, lead, carbon monoxide, formaldehyde, nitrogen dioxide, radon, particulates, water vapor, or other chemicals, vapors, fumes, mold or insects, were **not** a part of the City’s Inspection.

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City of Wyandotte
Department of Engineering and Building

Re: 1544 MAPLE

Total Escrow Required: \$10,000.00 11/11/2020 Adjusted to \$5,000

VIOLATIONS

AREA: HOUSE, NO OCCUPANCY ALLOWED

NO OCCUPANCY ALLOWED DUE TO DANGER OF ELECTRICAL PANEL, OUTLETS, UNSANITARY BASEMENT, GUTTED SECOND FLOOR. NO OCCUPANCY SHALL BE PERMITTED UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED AND INSPECTED AND APPROVED BY THE CITY OF WYANDOTTE, ENGINEERING AND BUILDING DEPARTMENT.

AREA: HOUSE

COMPLIANCE - ABOVE CHANGE(S) REQUIRES ENTIRE SERVICE TO COMPLY WITH 2015 MRC ELECTRICAL PERMIT REQUIRED

AREA: HOUSE, DOORS

DOORS ALL DOORS SHALL HAVE OPERABLE HARDWARE. SHALL REMOVE SKELETON KEY LOCKS OR MAKE THEM NOT OPERABLE LOCKS.

AREA: HOUSE

ALL EXPOSED ELECTRICAL JUNCTION BOX NEED TO BE PROPERLY CONNECTED AND HAVE COVE ALL EXPOSED ELECTRICAL JUNCTION BOX NEED TO BE PROPERLY CONNECTED AND HAVE COVE IN PLACE

AREA: BEDROOM NORTHEAST

NOTE GROUNDING ALL GROUNDING TYPE (3 PRONG) RECEPTACLES ARE TO BE GROUNDED OR REPLACED WITH NON-GROUNDING TYPE IF NOT GROUNDED.

AREA: HOUSE

NOTE GROUNDING ALL GROUNDING TYPE (3 PRONG) RECEPTACLES ARE TO BE GROUNDED OR REPLACED WITH NON-GROUNDING TYPE IF NOT GROUNDED.

AREA: OTHER

NOTE GROUNDING ALL GROUNDING TYPE (3 PRONG) RECEPTACLES ARE TO BE GROUNDED OR REPLACED WITH NON-GROUNDING TYPE IF NOT GROUNDED.

RAT WALL: ALL HOUSES THAT ARE BUILT ON PIERS OR COLUMNS, ARE REQUIRED TO HAVE A 4" X 24" RAT WALL INSTALLED AROUND THEIR PERIMETER / PERMIT REQUIRED PM303.5/304.5

INSPECTOR COMMENTS: FRONT PORCH

AREA: KITCHEN

PLUG GROUNDING ALL KITCHEN PLUGS TO BE GROUNDED TYPE AND GROUNDED OR BE GFCI PROTECTED PM604.3

AREA: EXTERIOR

WINDOW SCREENS ALL OPENABLE WINDOWS REQUIRE INSECT SCREENS APRIL 1ST TO DECEMBER 1ST PM304.14 SCREENS SHALL BE KEPT SOUND CONDITION, GOOD REPAIR.

PM304.15 INSECT SCREENS REQUIRED ON OPENABLE WINDOWS SERVING ANY STRUCTURE CONTAINING HABITABLE ROOMS. SCREENS SHALL BE TIGHTLY FITTING AND OF NOT LESS THAN 16 MESH PER INCH.

AREA: HOUSE

RECEPTACLE POLARITY ALL RECEPTACLES SHALL HAVE CORRECT POLARITY E3304.6

AREA: BASEMENT

COVER PLATES ALL RECEPTACLES, LIGHTS AND SWITCHES SHALL BE IN WORKING ORDER AND HAVE COVER PLATES E3304.6

AREA: HOUSE

COVER PLATES ALL RECEPTACLES, LIGHTS AND SWITCHES SHALL BE IN WORKING ORDER AND HAVE COVER PLATES E3304.6

AREA: EXTERIOR

AWNING REPAIR: AWNINGS REQUIRES REPAIRED PM304.9

INSPECTOR COMMENTS: REAR.

AREA: BASEMENT

GLOBE FIXTURES - CLOSET(S), UNDER STAIRS AND STORAGE REQUIRE GLOBE TYPE FIXTURES E3903.11

BEAMS & COLUMN REPAIR CONCRETE FOOTING FOR BEAMS/COLUMNS TO BE 20" X 20" X 8". COLUMNS TO BE A MINIMUM 3" IN DIAMETER AND NOT BE TELESCOPIC/TEMPORARY TYPE BEAM/COLUMN. IF BEAMS/COLUMNS ARE ADJUSTABLE, MUST BE WELDED AT THREADS. BEAMS/COLUMNS TO BE SECURED TO FOOTING AND JOIST THAT ARE ATTACHED TO. A BUILDING PERMIT REQUIRED PM304.5

AREA: HOUSE

ILLEGAL WIRING/BOXES/FIXTURES DISCONNECT ILLEGAL WIRING/BOXES/FIXTURES PM108.1.2

AREA: 2ND FLOOR, VENT STACK

DISCONNECTED WEST SIDE BEHIND DISCONNECTED WEST SIDE BEHIND KNEE WALL

AREA: KITCHEN

DOOR REPAIR: DOOR REQUIRES REPLACEMENT / HARDWARE / PAINT / SCREEN / JAMBS / REFIT PM304.14/305.3

AREA: STAIRCASE

DOOR REPAIR: DOOR REQUIRES REPLACEMENT / HARDWARE / PAINT / SCREEN / JAMBS / REFIT PM304.14/305.3

AREA: EXTERIOR

DOOR REPAIR: DOORS REQUIRE REPAIR, PM304.16

AREA: BASEMENT

DRYER VENT PIPE DRYER VENT REQUIRES SMOOTH METAL PIPE (NO METAL SCREWS) ALUMINUM TAPE JOINTS FROM DRYER TO OUTSIDE PM 404.5 / MMC 504.8.1 / MBC 1502.4.1

DOMESTIC CLOTHES DRYER SUCTS. EXHAUST DUCTS FOR DOMESTIC CLOTHES DRYER SHALL CONFORM TO THE REQUIREMENTS.

EXHAUST DUCTS SHALL HAVE A SMOOTH INTERIOR FINISH AND SHALL BE CONSTRUCTED OF METAL A MINIMUM 0.016 INCH THICK. THE EXHAUST DUCT SIZE BE 4 INCHES NOMINAL IN DIAMETER.

AREA: BASEMENT,

ELECTRICAL PERMIT: ELECTRICAL PERMIT REQUIRED FOR ELECTRICAL WORK COMPLETED AND COVER PLATE ON PANEL MISSING.

AREA: EXTERIOR

DRYER VENT MAINTENANCE EXTERIOR DRYER VENT DAMPER REQUIRES CLEANING/REPLACE/REMOVE SCREEN PM 603.0. EXHAUST DUCT TERMINATIONS SHALL BE EQUIPPED WITH A BACKDRAFT DAMPER. SCREENS SHALL NOT BE INSTALLED AT THE DUCT TERMINATIONS. MRC 1502.3

FENCE REPAIR: FENCE REQUIRES REMOVAL / REPLACE / REPAIR PM303.7

AREA: BASEMENT

FIRE STOP BASEMENT CEILING PENETRATIONS FIRE STOP ALL BASEMENT CEILING PENETRATIONS INCLUDING TUB, STACK, AND DRAIN, WITH WOOD, METAL, OR FIRE PROOF INSULATION, FOAM RATED FOR FIRE STOP ALLOWED PM-704.0

FLOOR JOIST REPAIR FLOOR JOISTS REQUIRE REPAIR / REPLACEMENT PM305.2

FLOOR REPAIR: FLOOR REQUIRES REPAIR / REPLACEMENT PM305.3

AREA: GARAGE

FLOOR REPAIR-FLOOR REQUIRES REPAIR PM303.3/303.7

AREA: EXTERIOR

FOUNDATION - PAINT FOUNDATION REQUIRES PAINT PM-304.2/PM-304.5

AREA: BASEMENT

FOUNDATION REPAIR FOUNDATION REQUIRES WATERPROOF / TUCK-POINT / REPLACE / PAINT PM305.2/305.3

BONDING - WATER METER - GROUND ELECTRICAL PANEL TO WATER SERVICE BELOW METER. E3508.1.1/3509.5
ELECTRICAL PERMIT REQUIRED

AREA: EXTERIOR

BONDING - WATER METER - GROUND ELECTRICAL PANEL TO WATER SERVICE BELOW METER. E3508.1.1/3509.5
ELECTRICAL PERMIT REQUIRED

FRONT PORCH GUARDRAIL: GUARDRAILS REQUIRED ALONG OPEN-SIDES WALKING SURFACES, INCLUDING STAIRS,
RAMPS, LANDINGS, ETC. THAT ARE LOCATED MORE THAN 30 INCHES ABOVE GRADE. PM304.10/304.11

* GUARDRAIL MINIMUM HIEGHT 36"

* GUARDRAIL MUST BE DESIGNED TO RESIST A LOAD OF 200 LBS. (LATTICE CAN NOT BE USED).

* BALUSTERS / SPINDLES SHALL NOT HAVE OPENINGS GREATER THAN 4 INCHES

* HORIZONTAL/ DIAGONAL RAIL BOARDS/WIRES, ETC. CREATING A LADDER EFFECT ARE PROHIBITED PM108.1

GUTTER REPAIR: GUTTERS / CONDUCTORS REQUIRE REPAIR/REPLACE /PAINT/DOWNSPOUTS DISCONNECTED
PM304.2/508.1/MDEQNPDES

AREA: HOUSE

SWITCHED LIGHTS INSTALL SWITCHED LIGHTS IN ALL AREAS THAT CAN BE WALKED INTO E3803-2

AREA: PORCH - FRONT

SWITCHED LIGHTS INSTALL SWITCHED LIGHTS IN ALL AREAS THAT CAN BE WALKED INTO E3803-2

AREA: KITCHEN

WATERTIGHT FLOOR: KITCHEN AND BATHROOMS REQUIRE WATERTIGHT FLOOR ENSURE FLOOR IS WATER TIGHT
PM305.8

AREA: 2ND FLOOR

LITHIUM BATTERY REQUIRED IN EXISTING SMOKE DETECTOR PM-705.5

SMOKE DETECTORS OLDER THAN 10 YEARS SHALL BE REPLACED PM-705.5 CHECK MANUFACTURERS DATE ON BACK
OF SMOKE DETECTOR

HIGHLY RECOMMENDED TO REPLACE EXISTNG SKOKE DETECTOR AND REPLACE WITH COMBINATION SMOKE AND
CARBON MONOXIDE BE INSTALLED

AREA: BEDROOM NORTHWEST

LITHIUM BATTERY - LITHIUM BATTERY REQUIRED IN EXISTING SMOKE DETECTOR PM-705.5

SMOKE DETECTORS OLDER THAN 10 YEARS SHALL BE REPLACED PM-705.5 CHECK MANUFACTURERS DATE ON BACK
OF SMOKE DETECTOR

HIGHLY RECOMMENDED TO REPLACE EXISTING SMOKE DETECTOR AND REPLACE WITH COMBINATION SMOKE AND CARBON MONOXIDE BE INSTALLED

AREA: Hallway

LITHIUM BATTERY REQUIRED IN EXISTING SMOKE DETECTOR PM-705.5

SMOKE DETECTORS OLDER THAN 10 YEARS SHALL BE REPLACED PM-705.5 CHECK MANUFACTURERS DATE ON BACK OF SMOKE DETECTOR

HIGHLY RECOMMENDED TO REPLACE EXISTING SMOKE DETECTOR AND REPLACE WITH COMBINATION SMOKE AND CARBON MONOXIDE BE INSTALLED

AREA: LIVING ROOM

LITHIUM BATTERY - LITHIUM BATTERY REQUIRED IN EXISTING SMOKE DETECTOR PM-705.5

SMOKE DETECTORS OLDER THAN 10 YEARS SHALL BE REPLACED PM-705.5 CHECK MANUFACTURERS DATE ON BACK OF SMOKE DETECTOR

HIGHLY RECOMMENDED TO REPLACE EXISTING SMOKE DETECTOR AND REPLACE WITH COMBINATION SMOKE AND CARBON MONOXIDE BE INSTALLED

AREA: BASEMENT, BASEMENT

BASEMENT NEW PLUMBING STACK, NO PERMIT. PERMIT REQUIRED.

AREA: GARAGE

NO ACCESS TO GARAGE

AREA: KITCHEN

NOT PROVIDED NOT PROVIDED FIRE EXTINGUISHER REQUIRED TYPE 1A 10 BC MOUNTED AND EXPOSED BY KITCHEN EXIT INSTALL BETWEEN 5' AND 4" SO THE TOP IS NOT MORE THAN 5 FOOT AND THE BOTTOM IS NOT LESS THAN 4 INCHES FROM FLOOR TYPE BC EXTINGUISHER (I.E. WHITE KITCHEN EXTINGUISHER) IS NOT TO CODE
PM-705.4

AREA: EXTERIOR

GFCI PROTECTED PLUGS - OUTSIDE PLUGS SHALL BE GFCI PROTECTED WITH WEATHERPROOF COVERS E3802-3

AREA: BASEMENT

PANEL LABEL - PANEL NOT PROPERLY LABELED / REMOVE UNUSED BREAKER PANEL E3304.11

NON-CONFORMING ACCESS SEC. 605.3 WORKING SPACE AND CLEARANCE.

A WORKING SPACE OF NOT LESS THAN 30 INCHES IN WIDTH, 36 INCHES IN DEPTH AND 78 INCHES IN HEIGHT SHALL BE PROVIDED IN FRONT OF ELECTRICAL SERVICE EQUIPMENT. WHERE THE ELECTRICAL SERVICE EQUIPMENT IS WIDER THAN 30 INCHES, THE WORKING SPACE SHALL NOT BE LESS THAN THE WIDTH OF THE EQUIPMENT. NO STORAGE OF ANY MATERIALS SHALL BE LOCATED WITH THE DESIGNATED WORKING SPACE.

PANEL REQUIRES SERVICE PERMIT REQUIRED

AREA: KITCHEN

PAINT REPAIR: PLASTER PATCH AND PAINT CEILING / WALLS PM305.3

AREA: LIVING ROOM

PAINT REPAIR: PLASTER PATCH AND PAINT CEILING / WALLS PM305.3

AREA: STAIRCASE
PAINT REPAIR: PLASTER PATCH AND PAINT CEILING / WALLS PM305.3

AREA: BASEMENT
ACCUMULATION OF WASTE PROHIBITED PM 306.1 PROHIBITS ACCUMULATIONS OF WASTE / REFUSE / OTHER. ALL EXTERIOR PROPERTY AND PREMISES, AND THE INTERIOR OF EVERY STRUCTURE SHALL BE FREE FROM ANY ACCUMULATION OF RUBBISH OR GARABAGE. EVERY OCCUPANT OF A STRUCTURE SHALL DISPOSE OF ALL RUBBISH IN A CLEAN AND SANITARY MANNER BY PLACING SUCH RUBBISH IN AN APPROVED CONTAINERS. PM 306.2.1

REMOVE ACCUMULATED RUBBISH

AREA: EXTERIOR
REAR PORCH REPAIR: PORCH STAIRS REQUIRES REPLACEMENT PM304.10/304.11

RISER HEIGHT. THE MAXIMUM RISER HIEGHTER SHALL BE 8 1/4 INCHES. RISER SHALL BE MEASURED VERITCALLY BETWEEN LEADING EDGES OF THE ADJACENT TREADS. THE GREATEST RISER HEIGHT WITHIN ANY FLIGHT OF STAIRS SHALL NOT EXCEED THE SMALLEST BY MORE THAN 3/8 INCH.

TREAD DEPTH. THE MINIMUM TREAD DEPTH SHALL BE 9 INCHES. THE GREATEST TREAD DEPTH WITHIN ANY FLIGHT OF STAIRS SHALL NOT EXCEED THE SMALLEST BY MORE THAN 3/8 INCH.

PM304.11 EVERY EXTERIOR STAIRWAY, DECK, PORCH AND BALCONY, AND ALL APPURTENANCES ATTACHED THERETO, SHALL BE MAINTAINED STRUCTURALLY SOUND, IN GOOD REPAIR, WITH PROPER ANCHORAGE AND CAPABLE OF SUPPORTING THE INPOSED LOADS

AREA: KITCHEN
COOKING AND REFRIGERATION EQUIPMENT PROVIDE APPROPRIATE ELECTRICAL HOOK-UP FOR COOKING AND REFRIGERATION EQUIPMENT (PERMIT REQUIRED) CO19-244(A)

AREA: BATHROOM
GFCI PROTECTION REQUIRED RECEPTACLES EXISTING OR INSTALLED WITHIN SIX (6) FEET OF SINK MUST BE GFI PROTECTED E3802.7

AREA: KITCHEN
GFCI PROTECTION REQUIRED RECEPTACLES EXISTING OR INSTALLED WITHIN SIX (6) FEET OF SINK MUST BE GFI PROTECTED E3802.7

AREA: HOUSE, FLOORS
FLOORS REFINISH ALL FLOORS. BATHROOM AND KITCHEN SHALL HAVE WATERTIGHT FLOORS.

AREA: BATHROOM, BATHROOM
BATHROOM REMODEL REQUIRES PROPER PERMITS REQUIRED.

AREA: HOUSE
REMODELING DONE WITHOUT OBTAINING ELECTRICAL PERMIT. PERMIT REQUIRED
INSPECTOR COMMENTS: 2ND FLOOR

AREA: LIVING ROOM
DOOR REPAIR REMOVE ALL MANUALLY OPERATED FLUSH BOLTS, SLIDE BOLTS, SURFACE LOCKS THEY ARE PROHIBITED. PM 702.11 ALL DOORS SHALL BE READILY OPENABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE NEED FOR KEYS, SPECIAL KNOWLEDGE OR EFFORT.

AREA: BASEMENT

RISER/LANDING REPAIR: REPAIR EXISTING RISER / TREAD / LANDING PM503.6/702.1

AREA: STAIRCASE

RISER/LANDING REPAIR: REPAIR EXISTING RISERS / TREADS / LANDINGS PM305.6/702.1

AREA: EXTERIOR

WALKWAY REPAIR: REPAIR OR REPLACE REAR WALK / APPROACH WALK / SIDE / SNOW COVERED* PM303.3

AREA: BEDROOM NORTHEAST

REPLACE PAINTED OUTLETS AND SWITCHES REPLACE BROKEN AND EXCESSIVE PAINTED OUTLETS AND SWITCHES THROUGHOUT E3307.4

AREA: HOUSE

REPLACE PAINTED OUTLETS AND SWITCHES REPLACE BROKEN AND EXCESSIVE PAINTED OUTLETS AND SWITCHES THROUGHOUT E3307.4

AREA: BASEMENT

REQUIRES ELECTRIC SMOKE DETECTOR - REQUIRED AN ELECTRIC SMOKE DETECTOR (120 V) WITH LITHIUM BATTERY BACKUP PM-705.5 HIGHLY RECOMMENDED TO INSTALL COMBINATION SMOKE AND CARBON MONOXIDE BE INSTALLED

MOUNT ON THE CEILING OR ON WALL BETWEEN 4" TO 12" FROM CEILING

AREA: HOUSE

NOTE: ELECTRIC PERMIT REQUIRED - PERMITS CAN BE OBTAINED AT WYANDOTTE CITY HALL, CUSTOMER SERVICE DEPARTMENT. PERMITS PROTECT OWNERS/OCCUPANTS. ALL RENTAL UNITS/DWELLINGS REQUIRE A LICENSED CONTRACTOR REGISTERED WITH THE CITY OF WYANDOTTE TO OBTAIN THE REQUIRED ELECTRICAL PERMIT. PERMIT INFORMATION CAN BE FOUND AT THE CITY'S WEBSITE WWW.WYANDOTTE.NET UNDER THE FRONT DESK UNDER FORMS.

AREA: EXTERIOR

RUBBISH OR GARBAGE REQUIRED TO BE FREE FROM RUBBISH OR GARBAGE PM306.1

AREA: BASEMENT

GROUND RODS - REQUIRES #6 WIRE THROUGH 2 DRIVEN GROUND RODS 6 FEET APART AND BACK TO THE PANEL E3508.3 ELECTRICAL PERMIT REQUIRED

AREA: EXTERIOR

GROUND RODS - REQUIRES #6 WIRE THROUGH 2 DRIVEN GROUND RODS 6 FEET APART AND BACK TO THE PANEL E3508.3 ELECTRICAL PERMIT REQUIRED

AREA: PORCH - FRONT

GROUND RODS - REQUIRES #6 WIRE THROUGH 2 DRIVEN GROUND RODS 6 FEET APART AND BACK TO THE PANEL E3508.3 ELECTRICAL PERMIT REQUIRED

AREA: 2ND FLOOR

CONCEAL WIRES - REQUIRES ALL WIRE IN JOIST OR CONCEALED WALL AREAS E3701

AREA: HOUSE

CONCEAL WIRES REQUIRES ALL WIRE IN JOIST OR CONCEALED WALL AREAS E3701

AREA: EXTERIOR

APPROVED CONTAINERS REQUIRES APPROVED RUBBISH CONTAINERS PM306.2

AREA: STAIRCASE

HANDRAIL/GUARDRAIL REQUIRES CODE HANDRAIL/GUARDRAIL PM305.5/305.7/702.9

AREA: BASEMENT

ELECTRIC SMOKE DETECTOR REQUIRES ELECTRIC SMOKE DETECTOR WITH LITHIUM BATTERY BACK-UP PM705.5

AREA: EXTERIOR

FRONT PORCH HANDRAIL REQUIRES GRASPABLE HANDRAIL PM304.10/304.11

HEIGHT SHALL BE NOT LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES MBC 311.7.8.1

HANDRAIL MUST BE CONTINUOUS FOR FULL FLIGHT OF STAIRS AND SHALL HAVE A SPACE OF NOT LESS THAN 1 1/2 INCHES BETWEEN THE WALL AND HANDRAIL

GRIP-SIZE SHALL BE OF ONE OF THE FOLLOWING TYPES

TYPE I HANDRAILS WITH A CIRCULAR CROSS SECTION SHALL HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN 1 1/4 INCHES AND NOT GREATER THAN 2 INCHES

TYPE II HANDRAILS WITH A PERIMETER GREATER THAN 6 1/4 INCHES SHALL HAVE A GRASPABLE FINGER RECESS AREA ON BOTH SIDES OF THE PROFILE

AREA: STAIRCASE

HANDRAIL REQUIRES GRASPABLE HANDRAIL PM304.10/304.11

HEIGHT SHALL BE NOT LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES MBC 311.7.8.1

HANDRAIL MUST BE CONTINUOUS FOR FULL FLIGHT OF STAIRS AND SHALL HAVE A SPACE OF NOT LESS THAN 1 1/2 INCHES BETWEEN THE WALL AND HANDRAIL

GRIP-SIZE SHALL BE OF ONE OF THE FOLLOWING TYPES

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TYPE II HANDRAILS WITH A PERIMETER GREATER THAN 6 1/4 INCHES SHALL HAVE A GRASPABLE FINGER RECESS AREA ON BOTH SIDES OF THE PROFILE

AREA: EXTERIOR

INSECT AND RAT CONTROL REQUIRES INSECT AND RAT CONTROL PM303.5/307.1

WEED PREVENTION REQUIRES PREVENTION OF WEEDS PM303.4

AREA: KITCHEN

SEPARATE DISPOSAL CIRCUIT REQUIRED - SEPARATE DISPOSAL CIRCUIT/RECEPTACLE/SWITCH/CORD & PLUG (NOT TO BE GFI PROTECTED) PM306.3 INSTALLATION OF NEW SEPARATE DISPOSAL CIRCUIT REQUIRES ELECTRICAL PERMIT

AREA: HOUSE

LAUNDRY CIRCUIT - 20 AMP REQUIRES SEPARATE GFCI CIRCUIT TO BE LOCATED ON WALL. ELECTRICAL PERMIT REQUIRED

SWITCHED RECEPTACLE: REQUIRES WALL SWITCH AND LIGHT FIXTURE OR SWITCHED RECEPTACLE E3803.2

AREA: EXTERIOR

ROOF DOWNSPOUTS - ROOF DOWNSPOUTS SHALL EXTEND MINIMUM OF FIVE FEET OR ON SPLASH BLOCK FROM HOUSE CO-38.1

SEAL DOWNSPOUT DRAIN - SEAL DOWNSPOUT DRAIN OPENING WITH CEMENT OR FITTED PLUG PM-502.7

AREA: LIVING ROOM

LOOSE REGISTERS SECURE ALL LOOSE HEAT AND COLD AIR REGISTERS/REPLACE MISSING REGISTERS PM 603.0

AREA: BASEMENT

WATER HEATER SMOKE PIPES SECURE ALL WATER HEATER SMOKE PIPES WITH METAL SCREWS PM-404.4

AREA: GARAGE

OVERHEAD DOOR REPAIR SERVICE / OVERHEAD DOOR REQUIRES REPAIR / REPLACE / PAINT PM304.16/304.2

AREA: BASEMENT

ROOM TEMPERATURE SHALL MAINTAIN 65F ROOM TEMPERATURE PM-602.2

AREA: EXTERIOR

SIDING PAINT: SIDING REQUIRES PAINT PM304.2/304.6

AREA: GARAGE

SIDING REPAIR: SIDING REQUIRES REPAIR / REPLACE / PAINT / PERMIT REQUIRED PM304.2/304.6

AREA: EXTERIOR

SIDING REPAIR: SIDING REQUIRES REPAIR PM304.2/304.6

SILCOCK VACUUM BREAKER SILLCOCK (OUTSIDE FAUCET ON HOUSE) REQUIRES VACUUM BREAKER PM-506.2

AREA: KITCHEN

SINK TRAP: SINK REQUIRES NEW TRAP / WASTE LINE PM-505.1/PM-507.2

INSPECTOR COMMENTS: REPLACE FLEX DRAIN AND VENT

AREA: BASEMENT

STAIR HANDRAIL STAIRWAY / LANDING REQUIRES CODE HANDRAIL / GUARDRAIL PM305.5/305.7/702.9

AREA: 2ND FLOOR

3-WAY SWITCH - STAIRWELL - STAIRWELLS WITH 6 OR MORE RISERS BETWEEN FLOOR LEVELS SHALL BE 3-WAY SWITCHED WITH LIGHTING TO COMPLETELY ILLUMINATE THE STAIRS E3803.3

AREA: BASEMENT

NOTE - TESTS HAVE NOT BEEN CONDUCTED ON THE HEATING SYSTEM AND NO OPINION IS MADE AS TO THE CONDITION OF SAID SYSTEM. IF THERE ARE CERTAIN DEFECTS DISCOVERED AFTER A CERTIFICATE OF APPROVAL/COMPLIANCE HAS BEEN ISSUED, THE RESPONSIBILITY FOR SUCH DEFECTS MAY REST WITH EITHER THE SELLER OR THE PURCHASER, DEPENDING UPON SPECIFIC FACTS AND CIRCUMSTANCES. THE ENGINEERING AND BUILDING DEPARTMENT TAKES NO RESPONSIBILITY FOR ADJUSTING DEFECTS BETWEEN PARTIES AFTER FINAL INSPECTION AND APPROVAL.

AREA: BATHROOM

TOILET REQUIRES RESET PM-505.1/PM-06.3/P-425.3.1/P-405

INSPECTOR COMMENTS: AND CAULK BASE

AREA: EXTERIOR

TRASH CONTAINER REQUIRED TRASH CONTAINER REQUIRED FOR COLLECTION OF TRASH, NO LARGER THAN 32 GALLONS CONSTRUCTED OF METAL OR DURABLE PLASTIC WITH A TIGHT-FITTING COVER CO. #1389

TREE TRIMMING: TREE REQUIRES TRIMMING/REMOVAL DEAD TREE/DEAD LIMBS/STRUCTURAL NUISANCE CR10/16/06

AREA: KITCHEN

EXTINGUISHER TYPE: TYPE REQUIRED 1A 10 BC AND MOUNTED AND EXPOSED BY KITCHEN EXIT

INSTALL SO THE TOP IS NOT MORE THAN 5 FOOT AND THE BOTTOM IS NOT LESS THAN 4 INCHES FROM FLOOR TYPE BC EXTINGUISHER IS NOT TO CODE

AREA: 2ND FLOOR, 2ND FLOOR

2ND FLOOR UNDER CONSTRUCTION / PARTIALLY GUTTED. PROPER MECHANICAL, ELECTRICAL, PLUMBING, AND BUILDING PERMITS REQUIRED TO FINISH.

AREA: BASEMENT

WATER HEATER: PIPES REPLACE WATER HEATER SMOKE PIPE NEEDS TO BE REPLACED PM-404.4

INSPECTOR COMMENTS: PROPER SIZE EXHAUST DIRECTLY INTO CHIMNEY LINER

AREA: EXTERIOR

WINDOW PAINT WINDOW INTERIOR REQUIRES PAINT PM305.3 ALL INTERIOR SURFACES INCLUDING WINDOWS SHALL BE MAINTAINED IN GOOD, CLEAN AND SANITARY CONDITION. PEELING PAINT CRACKED OR LOOSE PLASTER, DECAYED WOOD AND OTHER DEFECTIVE SURFACE CONDITIONS SHALL BE CORRECTED.

WINDOW REPLACE: WINDOW REPLACEMENT PM304.14

PERMIT REQUIRED MRC105.1

INSPECTOR COMMENTS: BROKEN GLASS IN LIVING ROOM.

AREA: GARAGE

WINDOW REPAIR: WINDOW REQUIRES REPAIR / REPLACE / PAINT / RE-GLAZE / PERMIT REQUIRED PM304.14/304.15

AREA: KITCHEN

WINDOW REPAIR WINDOWS REQUIRE / LOCK / CAULK / REPLACE / PAINT / SCREENS / REPLACE GLASS /RE-GLAZE SASHES / BROKEN ROPES / WEIGHTS / SASH LIFT PM304.14/304.15/305.3

AREA: LIVING ROOM

WINDOW REPAIR WINDOWS REQUIRE / LOCK / CAULK / REPLACE / PAINT / SCREENS / REPLACE GLASS /RE-GLAZE SASHES / BROKEN ROPES / WEIGHTS / SASH LIFT PM304.14/304.15/305.3

AREA: STAIRCASE

WINDOW REPAIR WINDOWS REQUIRE / LOCK / CAULK / REPLACE / PAINT / SCREENS / REPLACE GLASS /REGLAZE SASHES / BROKEN ROPES / WEIGHTS / SASH LIFT PM304.14/304.15/305.3

INSPECTOR COMMENTS: WINDOW REQUIRED TO BE TEMPERED.

AREA: EXTERIOR

WINDOW REPAIR WINDOWS REQUIRE REPAIR PM304.14/304.15 EVERY WINDOW AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT

AREA: BASEMENT

WIRE BASEMENT TO CODE

AREA: HOUSE

WIRE HOUSE TO CODE

State of Michigan Uniform Law Citation Title No. **660908** Victim Arrested

US DOT # Insured File Capt. No. **86**

The Police of the State of Michigan Township City Village County

OF **WYANDOTTE** Local Government No. Station Division

THE UNDERSIGNED SAYS THAT ON Month **10** Day **06** Year **20** At approximately **09:07** M P M Date of Birth Month **1** Day **1**

State MI Other A. Number License Number (Not 4-Digit)

Name Sex Height Weight Hair Eyes Occupation/Employer

M 6'01 225 HAZ /

Name (First, Middle, Last) **EDWARD CHARLES BAILEY**

Address **15653 SANDBURG ST**

City **ROMULUS** State **MI** Zip Code **481743156**

Vehicle Plate No. **EGG8241** Year **2021** State **MI** Vehicle Description (Year, Make, Color) **2000 OLDS** Vch. Type

THE PERSON NAMED ABOVE, in violation of Local Ordinance State Law Administrative Rule

(City) **WYANDOTTE** **1544 Maple**

WITHIN CITY VILLAGE TOWNSHIP OF **WYANDOTTE**

CITY OF **WAYNE** (Not for use in Wayne County)

Type	MCL Cite/PACC Code/ Ordinance	Description (Indicate any bond amount collected on each charge)	Charge No.
<input checked="" type="checkbox"/> Cit <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fel	<input type="checkbox"/> Authorization pend 7-52	BOCA PROPERTY MAINTENANCE CIVIL INFRINGEMENTS	1
<input type="checkbox"/> Cit <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fel	<input type="checkbox"/> Authorization pend		2
<input type="checkbox"/> Cit <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fel	<input type="checkbox"/> Authorization pend		3

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s):

1 _____ 2 _____ 3 _____

Key for Type: Cit = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive
 - Warn = Violation for Which Fines/Costs May be Waived - authorization pend = authorization pending

Property Maintenance issues in Wyandotte

CHECK IF APPROPRIATE Damage to Property Use of Court Ordered Vehicle Impounded Injury License Expired or Lapsed Traffic - Noisy Death Registration or Title Due Court Order for Seizure - Vehicle Other _____

SEE DATE BELOW: SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS

Appearance Date on or before **WITHIN 14 DAYS**

Hearing Date (if applicable) on _____ Contact Court

Juvenile Traffic Misd. (Court will Notify) Formal Hearing Required (Court will Notify)

In the **27TH DISTRICT COURT** Court of **WYANDOTTE**

Court Address & Phone Number:

2015 BIDDLE AVE WYANDOTTE, MI 48192
27DC@wyandottemi.gov (734) 324 4475

I served a copy of this citation/complaint upon the defendant (or nearest family member) by posting it appropriate.

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Officer's Signature and Department *[Signature]* Month **10** Day **06** Year **20**

Officer's Name (Print) **PHILLIPS, G.** Officer's ID No. **WY215**

Agency Name **MI-8283300 WYANDOTTE POLICE DEPARTMENT**

UC-01a (rev. 6/05)

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



GREGORY J. MAYHEW, P.E.
CITY ENGINEER

MAYOR PRO TEMPORE

Robert A. DeSana

COUNCIL

Robert Alderman

Chris Calvin

Megan Maiani

Leonard T. Sabuda

Donald C. Schultz

September 18, 2020

4th NOTICE
FIRST CLASS MAIL

BAILEY, EDWARD/ELIZABETH
15653 SANDBURG
ROMULUS, MI 48174

**RE: Property Maintenance Complaint at 1544 MAPLE
Wyandotte, Michigan**

Dear Owner:

This is a follow up to previous letters sent regarding the property maintenance issues at the above described property. A field inspection performed on September 16, 2020, revealed the following violations remain:

AREA: Exterior

- WINDOWS REQUIRED REGLAZING PM304.14/304.15 INSPECTOR COMMENTS: SECOND FLOOR WINDOW AT FRONT IS FOGGED.
- FRONT PORCH REQUIRES REPAIR PM304.10/304.11 INSPECTOR COMMENTS: INSTALL CODE GRASPABLE HANDRAIL AT A HEIGHT OF 34" TO 38", AND CODE GUARDRAIL AT A HEIGHT OF 36". ALSO, DIG TEST HOLE TO SHOW RAT WALL INSTALLED FOR FRONT PORCH. IF NO RAT WALL EXISTS, MUST INSTALL A 4" WIDE BY 24" DEEP CONCRETE RAT WALL.
- DOORS REQUIRE REPAIR PM304.16 INSPECTOR COMMENTS: FRONT SCREEN DOOR MAY NOT SWING OPEN OVER STAIRCASE. MAY REMOVE DOOR THAT SWINGS OVER STAIRS.
- REAR PORCH REQUIRES REPAIR / REPLACE / PAINT / HANDRAIL / GUARDRAIL / STAIRS / TUCK-POINT / PERMIT REQUIRED PM304.10/304.11 INSPECTOR COMMENTS: REPLACE STAIR AT REAR DOOR. MAY HAVE TO REPLACE CONCRETE PAD. STAIR IS LEANING OR BROKEN.

- GUTTERS / CONDUCTORS REQUIRE REPAIR/REPLACE /PAINT/DOWNSPOUTS DISCONNECTED PM304.2/508.1/MDEQNPDES INSPECTOR COMMENTS: MUST DISPELL AND EXTEND INTO FRONT OR REAR YARD, AT A MINIMUM OF 5 FEET FROM FOUNDATION OR ONTO SPLASH BLOCK.
- REQUIRES INSECT AND RAT CONTROL PM303.5/307.1 INSPECTOR COMMENTS: WEEDS AND AREAS OF STICKS / WOOD LAYING ON GROUND.
- TRASH CONTAINER REQUIRED FOR COLLECTION OF TRASH, NO LARGER THAN 32 GALLONS CONSTRUCTED OF METAL OR DURABLE PLASTIC WITH A TIGHT-FITTING COVER CO. #1389
- TREE REQUIRES TRIMMING/REMOVAL DEAD TREE/DEAD LIMBS/STRUCTURAL NUISANCE CR10/16/06 INSPECTOR COMMENTS: TREES AND BRUSH HANGING OVER INTO ALLEY RIGHT-OF-WAY.
- TREE REQUIRES TRIMMING 10 FEET FROM UTILITY LINES (CONTACT MUNICIPAL SERVICES) CR 10/16/06
- REQUIRES PREVENTION OF WEEDS PM303.4
- WOOD STORAGE - 18" OFF GROUND CO14.9

AREA: House, HOUSE

- ALL APPLICABLE PERMITS FROM 2017 RENTAL INSPECTION REQUIRED TO BE OBTAINED AND INSPECTED. BUILDING PERMITS REQUIRED FOR EXTERIOR WALL REMOVAL / NEW INSULATION, AND IF ANY WALLS WERE REMOVED.

6/22/2020 - ACCORDING TO H/O, ED BAILEY, NEPHEW IS LIVING IN HOUSE AND "FIXING IT UP". APPLICABLE PERMITS MUST BE OBTAINED. INSPECTION REPORT FROM 2017 RENTAL INSPECTION ATTACHED AS WELL.

You have failed to correct the listed property maintenance violations after notifications on September 26, 2019, October 30, 2019, and June 22, 2020. Therefore, this Department is proceeding with Section PM-106.0 Violations of the Property Maintenance Code and a ticket will be issued.

You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4554, or by email at gmayhew@wyandottemi.gov.

Very truly yours,



Gregory J. Mayhew
City Engineer

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MAYOR PRO TEMPORE

Robert A. DeSana

COUNCIL

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Chris Calvin

Megan Maiani

Leonard T. Sabuda

Donald C. Schultz

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

August 26, 2020

FIRST CLASS MAIL

BAILEY, EDWARD/ELIZABETH
15653 SANDBURG
ROMULUS, MI 48174

**RE: Abandoned Residential Structure at 1544 MAPLE
Wyandotte, MI 48192**

Dear Owner:

The City of Wyandotte has adopted an ordinance entitled "Abandoned Residential Structure." This Ordinance went into effect April 19, 2011. Enclosed please find said Ordinance for your review. Since you are responsible for, or own the above captioned property in Wyandotte and it meets the definition of this Ordinance, you are required to register the property with the Department of Engineering and Building. I have enclosed the Registration Form for your use. The Registration Fee is \$150.00. Make checks payable to the "City of Wyandotte" and remit it to the undersigned. Failure to register the property by September 11, 2020, will result in this Department proceeding with a citation being issued.

I must further inform you that occupancy of this home is prohibited until the Certificate of Compliance is issued in accordance with Section 7-81 of the Code of Ordinance. I have enclosed a copy of the inspection report performed on November 6, 2017.

If you should have any questions, please contact the Department of Engineering and Building at 734-324-4551 or by email at engineering1@wyan.org.

Very truly yours,

Kelly Roberts
Office Supervisor

KR

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



GREGORY J. MAYHEW, P.E.
CITY ENGINEER

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Megan Maiani

Leonard T. Sabuda

Donald C. Schultz

Enclosures

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers and via Virtual Telecommunication methods, due to COVID-19 in accordance with current MDHHS Public Health Orders & PA228 of 2020, using the Zoom Audio platform, on Monday, December 7, 2020, and was called to order at 7:00pm with Honorable Mayor Pro Tempore Robert A. DeSana presiding.

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

Present: Mayor Pro Tempore Robert A. DeSana, Councilpersons Robert Alderman (virtual – Wyandotte, MI), Christopher Calvin, Megan Maiani (virtual – Wyandotte, MI), Leonard Sabuda, and Donald Schultz (virtual – Wyandotte, MI).

ABSENT: Theodore Galeski, City Assessor

Also, Present: Todd Browning, City Treasurer (virtual – Wyandotte, MI); William Look, City Attorney (virtual – Wyandotte, MI); Greg Mayhew, City Engineer; and Lawrence Stec, City Clerk

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2020-367 MINUTES

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED that the minutes of the meeting held under the dates of November 23, 2020, be approved as recorded, without objection.

Motion unanimously carried.

2020-368 APPOINTMENT TO BEAUTIFICATION COMMISSION – N. BEAVEN

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED that City Council hereby CONCURS with the recommendation of Mayor Pro Tempore DeSana to appoint Nick Beaven of 1780 11th St., Wyandotte, MI to the Beautification Commission. Term to expire April 2023.

Motion unanimously carried.

2020-369 RE-APPOINTMENTS TO CULTURAL & HISTORICAL COMMISSION

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED that the Council hereby CONCURS with the recommendation of Mayor Pro Tempore DeSana to reappoint Don Gutz and Kenneth Navarre to the Cultural and Historical Commission. Term to expire December 2024.

Motion unanimously carried.

NEW BUSINESS

2020-370 WYANDOTTE FARMER'S MARKET 2021 EVENT HOSTING CONTRACT

By Councilperson Calvin, supported by Councilperson Sabuda

WHEREAS, the City of Wyandotte and DDA is looking to partner with the Vintage Market Home to host our Wyandotte Farmer's Market in 2021.

WHEREAS, The Markets will be held along Sycamore Street from Biddle Avenue to the Sycamore entrance of City Hall, the grassy area at Arrowhead Pavilion, city property, sidewalks and street.

Please see map for details. Roads shall be closed starting 12 pm and reopen 8 pm on market days. The market will be held from 2:00 PM to 7:00 PM every Thursday from May through October 2021.

BE IT RESOLVED that the Council approves the DDA Directors request to allow the use of city property for the Wyandotte Farmer's Market 2021 and also approves the Wyandotte Farmer's Market Event Hosting Contract for 2021 with the Vintage Market Home, LLC; and
BE IT FURTHER RESOLVED that the Mayor Pro Tempore and City Council hereby authorize Mayor Pro Tempore and City Clerk to sign said contract.

Motion unanimously carried.

2020-371 SALE OF PART OF FORMER 2129 11TH STREET

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED by City Council that Council concurs with the recommendation of the City Engineer regarding the sale of part of the former 2129 11th Street, Wyandotte; AND

FURTHER, that Council accepts the offer from Lucas and Stephani Hrabnicky, 2117 11th Street, to acquire the part of the former 2129 11th Street for the amount of \$666.50; AND

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

Motion unanimously carried.

2020-372 NEIGHBORHOOD ENTERPRISE APPLICATION FOR 462 ORCHARD

By Councilperson Calvin, supported by Councilperson Sabuda

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

WHEREAS 462 Orchard is within the City of Wyandotte's Neighborhood Enterprise Zone #2 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer as set forth in his communication of December 7, 2020, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at 462 Orchard, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

BE IT FURTHER RESOLVED that the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12-year Neighborhood Enterprise Zone Certificate.

Motion unanimously carried.

2020-373 CITY HALL HVAC MAINTENANCE AGREEMENT

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED by the City Council that Council agrees with the recommendation of the City Engineer and AUTHORIZES the Engineer to execute the City Hall HVAC Service Agreement with Expert Mechanical Service in the amount of \$7,910 from Account 530-444-825-220.

Motion unanimously carried.

2020-374 BILLS & ACCOUNTS

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED that the total bills and accounts of \$1,326,001.76 as presented by the Mayor Pro Tempore and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

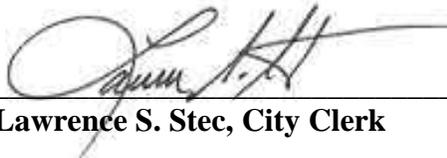
Civil Service Commission	10/14 & 11/11/2020
Planning Commission Minutes	10/15/2020
Recreation Commission Minutes	11/10/2020
Retirement Commission	11/20/2020

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**ADJOURNMENT****2020-375 ADJOURNMENT**

By Councilperson Calvin, supported by Councilperson Sabuda

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:16 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

Item Number: #2
Date: December 21, 2020

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of December 7, 2020, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 3

ITEM: Traffic Control Order 2020-4

PRESENTER: Brian Zalewski

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: I am requesting approval for the installation of "Handicap Parking" signs to be placed in front of 1075 Poplar Court, Wyandotte MI 48192. The resident, Karen Adkins, has met all the requirements necessary for the placement of the handicap parking signs set forth by the Police Commission.

Approved by the Police and Fire Commission at their meeting on December 8, 2020.

STRATEGIC PLAN/GOALS: To provide residents with assistance in the parking of their motor vehicle close to their home due to a disability.

ACTION REQUESTED: I am requesting City Council approval for placement of handicap signs at 1075 Poplar Court.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: Once approved, notification will be made to the Department of Public Service for the installation of the handicap signs.

LIST OF ATTACHMENTS:

1. Traffic Control Order 2020-4

RESOLUTION

Item Number: #3
Date: December 21, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council concurs with the recommendation of Chief Zalewski as set forth in Traffic Control Order 2020-4 for the installation of "Handicap Signs" at 1075 Poplar Ct., Wyandotte, MI.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install the signs and the City Clerk be authorized to sign the order.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

**Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz**

NAYS

OFFICIALS

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Theodore H. Galeski



MAYOR PRO TEMPORE
Robert A. DeSana

COUNCIL
Leonard T. Sabuda

Megan Maiani

Chris Calvin

Donald C. Schultz

Robert Alderman

Brian K. Zalewski
CHIEF OF POLICE

December 8, 2020

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

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2020-4

After Traffic Officer Chelsea Harris' review, I recommend the installation of "Handicap Parking" signs at 1075 Poplar Court, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, this letter serves as a recommendation for Council support of Traffic Control Order 2020-4 as specified on said order.

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

Sincerely,

A handwritten signature in cursive script that reads "Brian Zalewski".

Brian K. Zalewski
Chief of Police

City of Wyandotte

Traffic Control Order

TRAFFIC CONTROL ORDER # **2020-4**

Parking
Speed
Signs to be installed
Other

Traffic Codes

ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- "Handicap Parking" signs at 1075 Poplar Court

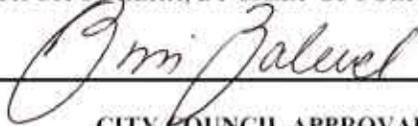
This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE: 12-8-20

FILED WITH CITY CLERK, BY CHIEF OF POLICE BRIAN ZALEWSKI, CITY OF WYANDOTTE, MICHIGAN



DATE: 12/8/2020

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE: _____

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date: _____

Signature

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 4

ITEM: Amended Lease Agreement-3200 Biddle (4th Floor) and 8th & Grove Street

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: In December of 2000, the City approved a lease with Simeon Investment Company for approximately twenty-five (25) acres (4200 8th Street) and the fourth (4th) floor of the City Hall at 3200 Biddle. The commencement date of the lease was set at March 1, 2020.

Attached you will find an Agreement between the City and Simeon Investment Company that serves to amend the commencement date to March 31, 2021. The City was required by the lease to deliver the 4th floor property in a "white box" form. Due to the pandemic, this was not possible. In addition, efforts to develop the 25 acres have also been substantially hindered by the current pandemic. No other elements of the previously approved lease agreement will change and the City has already received the monetary compensation outlined in the agreement.

STRATEGIC PLAN/GOALS: To advocate for economic development and be financially responsible.

ACTION REQUESTED: Approve the Agreement amending the commencement date for the lease of approximately 25 acres at 4th and Grove and for the 4th floor of 3200 Biddle Avenue with Simeon Investment Company and authorize the Mayor and City Clerk to sign the document

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The amendment of the lease commencement date will keep the property off the tax rolls for the 2021 calendar year as it has since 2000 for the 25 acres and 2015 for the 4th floor.

IMPLEMENTATION PLAN: The City Administrator will continue to work with Simeon Investment Company to execute promote redevelopment of the sites.

LIST OF ATTACHMENTS:

1. COMMENCEMENT DATE AGRMT
2. Agreement - 3627-3665 11th Street
3. Lease Agreement - 25 acre

4. Lease Agreement - 3200 Biddle

RESOLUTION

Item Number: #4
Date: December 21, 2020

RESOLUTION by Councilperson _____

City Council acknowledges the receipt of the correspondence from the City Administrator regarding the amendment to the lease of property at 4200 8th Street (approximately 25 acres) and 3200 Biddle Avenue (4th Floor) to Simeon Investment Company and

Concurs with the recommendation and

Further, authorizes the Mayor and City Clerk to execute the Agreement to amend the commencement date of the lease to March 31, 2021

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	_____

COMMENCEMENT DATE AGREEMENT

AGREEMENT made this 7th day of December, 2020, by and between the CITY OF WYANDOTTE, a Michigan municipal corporation (hereinafter referred to as “Landlord/Lessor”), and SIMEON INVESTMENT COMPANY, a Michigan company (hereinafter referred to as “Tenant/Lessee”).

WITNESSETH:

WHEREAS, Landlord/Lessor and Tenant/Lessee entered into a certain Lease Agreement dated as of December 23, 2019 (the “Lease”) for the entire Fourth Floor of 3200 Biddle Avenue and the City owned 25 acres located at Grove and Central Streets both of which are in the City of Wyandotte as further described on the attached Legal Description labelled Exhibit A; and

WHEREAS, Landlord/Lessor and Tenant/Lessee desire to memorialize the Commencement Date and certain other terms of the Lease.

NOW, THEREFORE, the parties do hereby agree as follows:

1. All terms used herein and not otherwise defined herein have the meaning given in the Lease.
2. Notwithstanding any provision of the Lease to the contrary the Commencement Date is deemed to be March 31, 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TENANT/LESSEE:

LANDLORD/LESSOR:

By: 
 Name Simeon Investment Company
Joseph Daly
 Title: President
 Date: December 7, 2020

By: _____
 Name City of Wyandotte
Todd Drysdale
 Title: City Administrator
 Date: _____

State of Michigan)
) ss
County of Wayne)

On this _____ day of _____, 2020 before me personally appeared Todd Drysdale, City Administrator, Landlord/Lessor of the City of Wyandotte, a Michigan Municipal Corporation to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, Wayne County, Michigan

State of Michigan)
) ss
County of Wayne)

On this 7th day of December, 2020 before me personally appeared Joseph S. Daly, Tenant/Lessee of Simeon Investment Company, a Michigan Company, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Notary Public, Wayne County, Michigan

Notary Public - State of Michigan
County of Wayne
My Commission Expires 7/10/2026
Acting in the County of Wayne

Drafted By and When Recorded Return To:
SIMEON INVESTEMENT COMPANY
Joseph Daly
3099 Biddle Avenue
Wyandotte, MI 48192

AGREEMENT

WHEREAS the **CITY OF WYANDOTTE (“City”)** of **3200 Biddle, Wyandotte, Michigan 48192** is the owner of the following parcels of land:

1. 3200 Biddle, Wyandotte, Michigan consisting of a four (4) story building, and;
2. Twenty-five (25) acre site of vacant land as described in Exhibit A. (8th and Grove Street).

WHEREAS the City is seeking development of these properties by a for profit business to generate ad valorem property taxes.

WHEREAS Simeon Investment Company (“Simeon”) for 3099 Biddle Avenue, Suite 310, Wyandotte, Michigan 48192 is the owner of 3627-3665 11th Street, Wyandotte, Michigan has indicated a willingness to enter into a long term lease with the City for the 4th floor of 3200 Biddle for the purpose of constructing residential units to be leased by upon completion and the twenty-five (25) acre site for the purpose of conducting business of a commercial or industrial nature as allowed by the current City Zoning Ordinance.

WHEREAS, the City has a need for 3627-3665 11th Street, Wyandotte, Michigan 48192.

NOW THEREFORE it is hereby agreed as follow:

1. City agrees to enter into two separates 99 year leases (evidenced by two separate written contracts and referred to as “City Leases”) with Simeon for the above described City owned properties which will be subject to the terms and conditions of this agreement, as well as any other terms as set forth in the City Leases as

agreed to by the Parties and required by the City. This Agreement does not contain all the material conditions for this transaction.

2. As rental for the two 99-year Leases, Simeon ("Lessee") shall convey fee simple title to 3627-3665 11th Street, Wyandotte, Michigan 48192 to the City. This rental is assigned a value of five hundred thousand (\$500,000.00) dollars and sixty (60%) percent of the value is assigned to the 25 acre lease and forty (40%) of the value is assigned to the 4th floor lease for 3200 Biddle.
3. The term of the City Leases shall be for ninety-nine (99) years.
4. The use for the 4th floor of 3200 Biddle, Wyandotte, Michigan shall be the construction of residential rental units to be placed in service within thirty (30) days of completion of construction. These units will be made available by sublet immediately upon completion of the construction.
5. The rental units shall be subject to ad valorem property taxation in the same amount and to the same extent as though the Lessee or User owned the property.
6. The use of the Twenty-five (25) acre site shall be for the purpose of operating one or more commercial or industrial businesses allowable under the City's current Zoning Ordinance and which do not violate any deed restrictions or express conditions set forth in the deed from BASF Corporation to the City of Wyandotte dated December 21, 2000.
7. The use of the twenty-five (25) acre site shall always be used in connection with a business conducted for profit and the Lessee or User of the real property is subject to ad valorem property taxation in the same amount and to the same extent as though the Lessee or User of the property owned the real property.

8. **Consideration.** Lessee acknowledges that City is agreeable to a ninety-nine (99) year lease for the City Leases provided the lease premises generate ad valorem property taxes. It is a requirement of each lease that in the event any portion of the leased premises becomes tax exempt, Lessee shall be responsible to pay to City full reimbursement for the lost tax revenue for the remainder of the lease, in addition to the agreed upon rental as set forth in Paragraph 2.
9. **Assignment.** The City Leases may be assigned and sublet. However, Tenant's right to sublease to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.
10. **Maintenance and repairs.** Lessee shall be responsible for all maintenance and repairs of the leased premises.
11. **Insurance.** Lessee will be required to obtain and maintain insurance for the leased premises as required by the City, including City being named as additional insured.

12. **Indemnification.** Lessee shall indemnify City against any and all claims arising from the use and occupancy of the leased premises which arise out of the Tenant's, or the Tenant's Sub-Tenant's, or agent's action after the Commencement of the City Leases.
13. **Default.** In the event any of the leased premises become tax exempt for any reason and Lessee fails to reimburse City for the loss of ad valorem taxes as required by the City Leases, the Lessee shall be in default of the City Leases.
14. **Alteration and Improvements.** Lessee must obtain City's written consent for any alterations or improvements to the leased premises. Tenant and its consultants shall use their best efforts to separate all utilities servicing the newly constructed residential units. If this is not economically possible, Landlord shall provide those utilities which cannot be separated upon a fee basis to be agreed-upon prior to the commencement of the lease.
15. **Sublease.** Lessee is authorized to sublet the leased premises (subject to Paragraph 9) provided that the sublessee complies with all the terms of the lease.
16. **Tenants.** May use stairwells and elevator at 3200 Biddle, Wyandotte, Michigan.
17. **Parking.** The lease shall include two parking spaces per unit constructed and Tenant shall have the right to build covered or garage parking at its sole expense over those spaces. The location of the parking spaces shall be agreed-upon prior to the execution of the Lease as set forth in Exhibit B.
18. **Lease Expiration.** At the conclusion of the 99-year lease term for the City Leases, the lease premises will revert to the City and the lease will automatically expire. Upon the expiration of the lease, any assets installed on the property will become

the property of the Landlord without a reimbursement payment to the Tenant for assets reverting to the City. However, at least one year prior to the expiration of the lease term, Landlord and Tenant shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, tenant shall have an option to renew the leases upon identical terms and conditions except that the lump sum rental for the 25 acres will be three-hundred thousand (\$300,000.00) dollars and two-hundred thousand (\$200,000.00) for the 4th floor of 3200 Biddle as adjusted upward each year for each lease subsequent to the date of this lease for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the lease rate for the renewal of the 25 Acres Lease exceed six-hundred thousand (\$600,000.00) and in no event will the lease rate for the renewal of the 4th floor of 3200 Biddle Lease exceed four-hundred thousand (\$400,000.00). The increased rental for any renewal must be paid in full at the commencement of any renewal. The renewal would be for an additional 99 years at the conclusion of the term of the renewal lease, the property and assets which have been constructed thereon will revert to the landlord.

19. With respect to the lease premises on the 4th floor at 3200 Biddle Avenue, it is understood that extensive investigation and research must occur to ensure that all work can be completed in a manner which is safe and as least intrusive as possible to the City Offices located below. All research, planning, architectural plans and studies shall be conducted at Tenant's sole expense. All construction once

initiated, shall be conducted in a manner which is consistent with all State and City zoning and building code requirements.

20. **Condition of Property.** Landlord agrees to provide the vacant lot to the Tenant in its current condition and the 4th floor with a white box interior and a clear span (no drop ceiling or interior walls) so that tenant can divide the property as desired and build multiple units in a number not to exceed eight in total.
21. If for any reason prior to the execution of the Lease for the 4th floor, the Tenant or Tenant's financial institution determines that the construction cannot be completed in a manner which is consistent with the safety standards, budget and general intent of the parties, Tenant can terminate the agreement and proceed with the rental of the 25 acres exclusively for the total consideration of three-hundred thousand (\$300,000.00) dollars.
22. **Right of First Refusal.** In the event the City of Wyandotte elects to relocate its City Offices from one or more of the first three floors located in 3200 Biddle, Tenant shall have the right to first refusal to rent the floors which are going vacant on terms and conditions identical to any offer received. In the alternative, if the City decided to sell the entire property to an unrelated third party (not a City owned entity) for any reason, Tenant shall have the right of first refusal to buy the building and land on identical terms and conditions as any disinterested third party.
23. This agreement is contingent upon City and Simeon being satisfied with the environmental condition of the properties. Prior to closing, each Party agrees to provide to the other all environmental information in each Party's possession

regarding the environmental condition of the properties that are the subject of this agreement.

24. This agreement is subject to City Council Approval.
25. **Title Insurance.** Each party is responsible to pay the cost of any Title Insurance that may be obtained for the benefit of the said party and Simeon is responsible to pay the cost of any required Transfer Tax.
26. **Storage.** The Lease for 3200 Biddle will provide a designated area for Lessee's storage.

[Signature Page Follows]

Signed by:
Simeon Investment Company

Signed by:
City of Wyandotte

Joseph S. Daly
President
Dated: _____

The Honorable Joseph R. Peterson
Mayor
Dated: _____

City of Wyandotte

Lawrence Stec
City Clerk
Dated: _____

Exhibit A

Lots 1 to 35 inclusive also adjacent vacated alleys and street 60 feet West South Detroit Subdivision Block 72, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also Easterly part of Lots 1 to 12 inclusive also Easterly part of Lots 16 and 17 also Lots 18 to 35 inclusive also adjacent vacated alleys and streets South Detroit Subdivision Block 73, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also part of Southwest 1/4 Fractional Section 32 said parcel described as beginning South 89 degrees 43 minutes 00 seconds East 829.21 feet along South line of Section 32 and North 14 degrees 37 minutes 11 seconds East 86.65 feet, and North 55 degrees 03 minutes 40 seconds East 217.37 feet, and North 14 degrees 37 minutes 11 seconds East 1334.62 from Southwest corner of Section 32 thence North 14 degrees 37 minutes 11 seconds East 1104.16 feet thence North 89 degrees 56 minutes 09 seconds East 865.24 thence South 14 degrees 37 minutes 11 seconds West 1576.10 feet thence North 75 degrees 22 seconds 49 minutes West 542.31 thence North 14 degrees 39 minutes 06 seconds East 252.61 feet thence North 75 degrees 22 minutes 49 seconds West 294.81 point of beginning 26.46 acres K=26.46

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of **March 31, 2020** (the "Effective Date") by and between the **CITY OF WYANDOTTE**, a Michigan municipal corporation, as Lessor of 3200 Biddle, Wyandotte, Michigan, and **SIMEON INVESTMENT COMPANY** of 3099 Biddle, Suite 310, Wyandotte, Michigan 48192 existing under the laws of the State of Michigan, as Lessee.

RECITALS:

WHEREAS, the Lessor has been duly organized pursuant to the provisions of the Michigan Constitution, Home Rule Cities Act and other Laws of the State of Michigan; and

WHEREAS, Lessor owns certain land consisting of approximately 25 acres situated in the City of Wyandotte, Wayne County, Michigan; and

WHEREAS, after careful study and investigation the Lessor, pursuant to a resolution duly adopted, has agreed to enter into this lease agreement (the "Lease Agreement"), dated as of the date first written above, with the Lessee for the rental of three-hundred thousand (\$300,000.00) dollars, pursuant to which the Lessor agrees to lease the real property owned by the Lessor for the exclusive use and occupancy of the Lessee for the purpose of operating one or more commercial or industrial business allowable under the City's current ordinance and which use does not violate any deed restrictions or express conditions set forth in the deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee dated December 21, 2000; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Lessor and the Lessee agree as follows

ARTICLE 1 DEFINITIONS

"Ad Valorem Property Taxes" Taxes levied on the real and personal property related to the Leased Premises pursuant to "The General Property Tax Act", as may be amended (MCL 211.1 et seq.).

“Event of Default” means any of the events described in Section 9.1 hereof.

“Lease” or **“Lease Agreement”** means this Lease Agreement as it now exists and as it may hereafter be amended in accordance with its terms.

“Lease Term” or **“Term”** means the duration of the leasehold interest created by this Lease as specified in Section 4.1 hereof.

“Leased Premises” or **“Premises”** means the real estate and interests in real estate shown on Exhibit A attached hereto and by this reference made a part hereof and the non-exclusive right to use those areas identified thereon as easement areas (if any) for purposes of ingress and egress and utility access to and from the Premises.

“Leasehold Mortgage” means the lien, priority and security title of any encumbrance of Lessee’s interest in this Lease Agreement as security for any indebtedness Lessee may incur, whether by deed to secure debt, mortgage, deed of trust or other security instrument (the owner or owners or holder or holders of all or any of which hereinafter referred to as “Leasehold Mortgage”).

“Lessee” means Simeon Investment Company, and subject to the terms herein, its successors and assigns, including any surviving, resulting or transferee entity as provided herein.

“Lessor Indemnitee” means the City of Wyandotte, its elected and appointed officials, all city employees and the city’s vendors and contractors.

“Permitted Use” means the purpose of operating one or more commercial or industrial business allowable under the City’s current ordinance and which use does not violate any deed restrictions or express conditions set forth in the deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee dated December 21, 2000.

“Person” means an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

“Prime Rate” means the prime lending rate as reported in The Wall Street Journal on the first Business Day of each calendar quarter.

“Taxes” means all ad valorem real and personal property taxes related to the Leased Premises, the improvements and buildings to be constructed thereon, the leasehold estate created hereby, all of Lessee’s equipment, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, excise, property, sales transfer, franchise, payroll, withholding, social security, gross receipts, license, stamp, occupation, employment or other taxes, including any interest, penalties or additions attributable hereto.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the Lessor. The Lessor makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessor is a Michigan municipal corporation, created and validly existing pursuant to laws of the State of Michigan. Under the provisions of the Lessor's Charter, ordinances and Michigan Law, the Lessor has full power to execute and deliver the Lease and to enter into the transaction contemplated thereby and to perform and observe its obligations contained therein. The Lessor has duly and validly taken all action of the City Council as may be required to be taken for the due and proper authorization, execution and delivery of the Lease and authorization of the transactions contemplated thereby.
- (b) **Execution and Delivery.** Lease has been duly authorized, executed, and delivered by the Lessor, and constitute a valid and legally binding obligation of the Lessor.
- (c) **No Conflicts.** The execution, delivery and performance by Lessor of the Lease and the consummation of the transactions contemplated thereby will not (i) conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration under, any mortgage, deed of trust, bond ordinance, loan agreement or other material agreement, ordinance, resolution or instrument to which Lessor is a party or by which Lessor is bound or to which any of the property or assets of Lessor is subject, or (ii) result in any violation of its Charter or ordinances or resolutions.

Section 2.2. Representation and Warranties by the Lessee. The Lessee makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessee is a Michigan Corporation duly organized and validly existing under the laws of the State of Michigan and (ii) is duly qualified to do business in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own, lease or hold its property and to conduct the business in which it is now engaged or proposed to be engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect.
- (b) **Agreement is Legal and Authorized.** The Lessee has full right, power and authority to execute and deliver the Lease and to perform its obligations thereunder, and all membership action required to be taken for the due and proper authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been duly and validly taken.

- (c) **Execution and Delivery.** The Lease has been duly authorized, executed and delivered by the Lessee, and constitute a valid and legally binding obligation of the Lessee enforceable against it in accordance with the terms thereof, except to the extent limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally, and by general equitable principles (whether considered in a proceeding in equity or at law).
- (d) **Compliance with Other Agreements.** The execution, delivery and performance by the Lessee of the Lease and the use allowed by the Lease will not (i) conflict with or result in a breach or violation of any of the terms or provisions of , or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Lessee pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Lessee is a party or by which the Lessee is bound or to which any of the property or assets of the Lessee is subject, (ii) result in any violation of the provisions of the Lessee's By Laws or operating agreement or (iii) result in any violation of any statute or any judgement, order, decree, rule or regulation of any Governmental Authorities, in each case which could be Material Adverse Effect.
- (e) **Government Consents.** All governmental approvals to be obtained by, in the name of, or on behalf of the Lessee in connection with the due execution, delivery and performance of the Lease has been duly obtained or made, are validly issued and in full force and effect. The Lessee is in compliance with all such governmental approvals, except to the extent that noncompliance could not reasonably be expected to result in a Material Adverse Effect on Lessor.
- (f) **Litigation.** There are no legal or governmental proceedings pending to which the Lessee is a party or of which any property or assets of the Lessee are the subject which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Lessor; and to the best of the Lessee's knowledge, no such proceedings are threatened by governmental authorities or others.
- (g) **No Default.** The Lessee is not (i) in violation of its by-laws or other organizational documents, (ii) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in the Lease.

**ARTICLE 3
LEASING CLAUSES AND WARRANTY OF TITLE**

Section 3.1. Lease of the Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby Leases from the Lessor, the Leased Premises at the rent set forth in Section 4.3 hereof and in accordance with the provisions of this Lease for the permitted use as defined in this Lease and for no other purpose.

Section 3.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein and upon performing and observing the covenants, conditions, and agreement hereof in all material respects, shall and may peaceably hold and enjoy the Leased Premises during the Lease Term, subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any person lawfully claiming by or through Lessor. The foregoing covenant is in lieu of any other covenant express or implied.

Section 3.3. AS IS. Lessee acknowledged that it is accepting the Leased Premises on an "AS IS WHERE IS" basis. Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Leased Premises. Lessee also acknowledge that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Leased Premises or with respect to the suitability of any of the foregoing for the conduct of Lessee's business.

Section 3.4. Title to Leased Premises. Lessor warrants that it has good and marketable fee title to the Leased Premises (subject to the Deed restrictions and express conditions set forth in the Deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee, dated December 21, 2000), free and clear of any lien (including, without limitation, any lien associated with any tax), encumbrance, mortgage, claim, pledge, security interest, option, warrant or other rights of any kind or securities convertible or exchangeable for, or which otherwise confer on the holder thereof, any right to acquire any ownership interest in the Leased Premises, or any other restriction whatsoever, except as may be set forth on any title commitment obtained by Lessee, the effect of which would impair the leasehold estate granted Lessee under this Lease. Lessor shall provide such documents as are reasonably required for Lessee's title insurer to issue a leasehold title policy, including an owner's affidavit.

**ARTICLE 4
EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL
PROVISIONS**

Section 4.1. Effective Date of this Lease; Duration of Lease Term.

- (a) This Lease shall become effective upon the Effective Date. The leasehold interest created by this Lease shall then begin, and, subject to the other provisions of this Lease shall expire at midnight on the date which is ninety-nine (99) years from the effective date (the "Term" or "Lease Term").
- (b) At the conclusion of the 99-year lease term, the lease premises will revert to the Lessor and the lease will automatically expire (unless the Parties agree in writing otherwise or Lessee exercises its option in a timely manner). Upon the expiration

of the Lease, any assets installed on the property will become the property of the Lessor without a reimbursement payment to the Lessee for assets reverting to the Lessor. However, at least one year prior to the expiration of the lease term, Lessor and Lessee shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, Lessee shall have an option to renew the lease upon identical terms and conditions except that the lump sum rental amount shall be a total of three-hundred thousand (\$300,000) dollars as adjusted upward each year subsequent to the date of this Lease for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the rental amount exceed six-hundred thousand (\$600,000.00) dollars if the Lessee exercises the option to renew. The rental for any renewal must be paid in full at the commencement of the renewal. In the event the Tax Act is amended and no longer provides for an inflation rate, the parties agree to use a compatible method as agreed upon by the parties to determine the increase by inflation. The rental is payable in full at the commencement of the option and the renewal term will be for an additional 99 years from the date of the original expiration date. Lessee must provide written notice to Lessor in writing at least ninety (90) days prior to the conclusion of the Lease if Lessee intend to exercise this option. At the expiration of the option term (if exercised by Lessee), the properties and the assets which have been constructed thereon will revert to the Lessor.

Section 4.2. Delivery and Acceptance of Possession. The Lessor agrees to deliver to the Lessee sole and exclusive possession of the Leased Premises on the Effective Date of this Lease and the Lessee agrees to accept possession of the Leased Premises upon such delivery. Lessor has provided the following documents to Lessee concerning the condition of the property;

- Deed from BASF (Grantor) to Lessor (Grantee)
 - Dated December 21, 2000
- Purchase agreement dated December 21, 2000 between BASF and Lessor
- See Exhibit B – List of Environmental Reports

Section 4.3. Base Rent. Lessee shall convey fee simple title to Lessor by Warranty Deed for 3627-3665 11th Street, Wyandotte, Michigan and sixty (60%) percent of the value (\$300,00.00) is the rental for this Lease.

Section 4.4. Obligations of Lessee Hereunder Absolute and Unconditional. The obligations of the Lessee to fulfill the rental required in Section 4.3 hereof and to perform and observe the other agreements on its part contained herein shall be for purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform such obligations and agreements.

Section 4.5. Surrender at End of Term; Holdover. At the end of the Lease Term, unless otherwise agreed, Lessee shall remove all personal property, fixtures, leasehold improvements and equipment (but not the foundation or structure) from the Leased Premises (unless specific items are requested by Lessor to remain) and shall leave the Leased Premises in a state reasonably comparable to the condition which existed at the commencement of this Lease Agreement. Any holding over by Lessee beyond the Lease Term or sooner termination of this

Lease, shall not extend the Lease Term but otherwise shall be upon and subject to all the terms and conditions of this Lease, except that base rent shall be an amount of ten thousand (\$10,000.00) dollars for each month and for each portion of any month during which Lessee holds over in the Premises, in addition to any other rights or remedies Lessor may have hereunder or at law. This Section is not intended to authorize or permit Lessee to hold over under any circumstance. This provision shall survive the expiration of the Lease Term or sooner termination of this Lease.

ARTICLE 5 TAXES; INSURANCE AND OTHER LESSEE CHARGES

Section 5.1. Taxes and Other Governmental Charges.

- (a) All Taxes accruing on the Leased Premises and/or arising out of the operating of Lessee's business on the Leased Premises during the Term hereof after shall be paid on a timely basis by Lessee.
- (b) If Lessee fails to timely remit Taxes notwithstanding that Lessor has timely forwarded or has caused to be forwarded all pertinent tax bills directly to Lessee or its designee, Lessee shall be fully liable for all interest and penalties reasonably chargeable to its failure to perform as required in this Lease. Further, in the event Lessee fails to timely remit Taxes at any time during the Lease Term resulting in the imposition of any interest penalties or any other penalties, Lessor, at its option, may require Lessee to pay taxes in escrow on a monthly basis. If required by Lessor, Lessee shall make an additional payment to Lessor, of a sum which, will provide Lessor with funds sufficient to pay all such Taxes at least one month prior to the earlier of (i) the date such Taxes become delinquent, or (ii) the latest date such Taxes could be paid with the greatest available discount, if any. If at any time Lessor shall determine that the amount of such payments made by Lessee is insufficient to accomplish the purpose of this Section, Lessee shall pay, immediately upon request, the amount of the deficiency to Lessor. If at any time during the Lease Term Lessor shall have advanced funds for the payment of such Taxes, Lessee shall remit to Lessor, immediately upon request, the funds so advanced. No payments made by Lessee to Lessor shall earn interest for the benefit of Lessee while held by Lessor. Nothing in this Article shall be deemed to limit any right or remedy to Lessor under any provision of this Lease or any statute or rule of law to pay any of such Taxes and to collect from Lessee as additional rent the amount so paid, together with interest at the rate specified in this Lease Agreement. Notwithstanding anything herein to the contrary, nonpayment by Lessee of Taxes as and when due shall be an Event of Default under this Lease.
- (c) The Lessee may, at its own expense and in its own name and behalf, in good faith contest any taxes, assessments and other charges. In the event of any such contest, unless otherwise allowed by Law, Lessee shall pay the taxes,

assessments and other charges so contested during the period of such contest and any appeal therefrom, and all refunds received from such contest, including interest, shall be to the account of the Lessee. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may with the consent of Lessee's lenders (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee under this Agreement.

- (d) It is a requirement of the lease that the entire Leased Premises generate Ad Valorem property taxes for the life of the Lease. In the event the Leased Premises (or any portion thereof) become tax exempt for any reason, Lessee shall be responsible to pay to Lessor on an annual basis full reimbursement for the lost tax revenue for the remainder of the Lease. Any reimbursement payment will be due on the tax due dates. The computation of the Lost Tax Revenue will be based upon the previous year's tax revenues and will increase each year remaining on the Lease at the rate of inflation as allowed by "The General Property Tax Act as may be amended. In the event a court of law determines this provision unenforceable, and the parties do not reach an agreement for reimbursement to the Lessor for the lost tax revenue, Lessor may terminate this Lease by providing Lessee one year's notice to terminate.

Section 5.2. Insurance.

- (a) Lessee shall maintain during the Lease Term the following insurance policies:
- (a) General or public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the streets and alleys adjoining the Premises, affording protection of at least \$2,000,000 (as adjusted upward each year of the Lease including any renewal by using the Consumer Price Index, or the most nearly comparable successor index to reflect and correspond with the yearly rate of inflation), single limit per occurrence of loss or damage. Such insurance shall list Lessor as an additional insured;
 - (b) Fire and extended coverage insurance for the Improvements in an amount equal to the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings);
 - (c) worker's compensation and employer's liability as required under applicable law. Such policy shall show Lessee and Lessor as insureds and shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor. Such policy shall include a waiver by the insurer of all rights of subrogation against the Lessor, its directors, officers, managers, employees, or representatives, which arises or might arise by reason of any payment under such policies, or by reason of any act of omission of Lessor, its directors, partners, officers, managers, employees or representatives. Any deductibles under any such policies shall not exceed \$10,000.00. Lessor reserves the right to increase the insurance limits during the term of the Lease. Any increase will be reasonably related to

any increase of risk to Lessor for any reason, including such factors as inflation, etc.

- (b) All such insurance required to be maintained by Lessee as specified in this Article 5.2 shall also meet the following additional requirements: (a) All such insurance shall be effected at Lessee's expense under valid and enforceable policies issued by instance companies licensed in the State of Michigan and much possess a minimum policyholders rating of "A" and a financial category no lower than "X"; (b) Certificates of insurance providing evidence of such coverage shall be delivered by Lessee to Lessor thirty (30) days prior to the commencement of the Lease, and similar replacement certificates shall be delivered by Lessee to Lessor at least thirty (30) days prior to the expiration dates of expiring policies; (c) All such insurance shall contain an agreement by the insurer that such polices shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor; and (d) If Lessee does not provide such evidence to Lessor of Valid liability insurance coverage and Lessor notifies Lessee of such failure and Lessee fails to remedy same within thirty (30) days after the date of such notice, then Lessor, at its option, may provide said coverage. The cost thereof will be charged to Lessee as additional rent immediately due and payable. All such insurance shall be written on an occurrence basis.

Section 5.3. Waiver of Subrogation. Each policy of insurance provided for in Section 5.2 and any insurance carried by Lessor relating to the Leased Premises or Lessor's adjoining land and improvements shall contain, to the extent appropriate, a waiver of subrogation reflecting the following provisions of this Section. Lessee and Lessor each hereby expressly waives all rights of recovery which it might otherwise have against the other under this Lease to the extent that such loss or damage is covered by such party's valid and collectible insurance policies, notwithstanding that such loss or damage may be caused by the negligent act or omission of Lessor or Lessee.

Section 5.4. Utility Charges. Lessee shall pay or cause to be paid all charges and taxes incurred by Lessee for or on account of water, sewer, gas, electricity, light, heat and power and for protective, telephone, and other communication services and for all other public or private utility services which may be used, rendered or supplied upon, to or in connection with Leased Premises at any time during the Lease Term. Lessor specifically disclaims any warranty that utility services furnished to the Premises will be sufficient for Lessee's intended uses. Any tap-in fees or other charges resulting from the construction of the Improvements shall be borne by Lessee. Lessee agrees that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is beyond the reasonable control of Lessor; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from paying rent or performing any of its obligation under this Lease. Furthermore, Lessor shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Lessee's business, including, without limitation, loss of profits, however occurring, through or in

connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 5 or any interruption of such utility services.

ARTICLE 6 CONDEMNATION

Section 6.1. Condemnation. In the event all or a portion of the Lease Premises is taken by the exercise of the power of condemnation or eminent domain, all eminent domain proceeds, other than those proceeds reasonably attributable to Lessor's fee interest in the Leased Premises, its interest as Lessor under this Lease Agreement, and any demolition costs it shall incur in returning the Leased Premises to the condition existing as of the Effective Date, shall be paid to the Lessee.

ARTICLE 7 SPECIAL COVENANTS

Section 7.1. Inspection of Leased Premises; Right of Access to the Leased Premises. The Lessee agrees that the Lessor, in its role as Lessor, shall have the right at all times during all hours to enter upon the Leased Premises for purposes of determining Lessee's compliance with this Lease. Except in the case of emergencies, such inspections will occur at reasonable times during normal business hours and upon prior notice. In connection with the exercise of its rights hereunder Lessor shall endeavor not to unreasonably interfere with Lessee's operations. The rights conferred upon Lessor under this Section 7.1 are separate and apart from any general police powers which Lessor may have.

Section 7.2. Special Environmental Indemnification. Lessee takes the Leased Premises subject to the Deed restrictions and express conditions contained in the Deed from BASF Corporation as Grantor to the City of Wyandotte as Grantee dated December 21, 2000 and agrees to indemnify and save harmless the Lessor indemnitees against all claims that may be asserted by BASF Corporation or its successor against Lessor indemnitees pursuant to the terms of the above referenced Deed.

Section 7.3. Indemnification of Lessor. Lessee shall, except to the extent caused by the gross negligence or willful misconduct of any Lessor Indemnitee, indemnify and save harmless the Lessor Indemnitees against and from all third-party Claims asserted against any Lessor Indemnitees by reason of any of the following occurring during the Term:

- (a) Any work or thing done in or on the Lease Premises by Lessee, its employees, agents or contractors;
- (b) Any use, possession, occupation, alteration, repair, condition (excluding any physical condition of the Leased premises or any part thereof existing before or after the Term), operation, maintenance or management of the Leased Premises by Lessee, its employees, agents or contractors;
- (c) Any accident, injury (including death) or damage to any person or property in or on the Leased Premises, or any part thereof, or arising on the Leased Premises or arising out of the operation of Lessee's business thereon; and

- (d) Except to the extent Lessor or BASF Corporation is responsible, any violation by Lessee, its employees, agents, contractors or invitees of an Environmental Law during the Lease Term resulting in an Environmental Claim.

Notwithstanding anything to the contrary contained herein, Lessee shall not be responsible for any Environmental Claim to the extent the claim solely existed prior to the Effective Date.

Section 7.4. Liens and Charges. Lessee shall keep the Leased Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Lessee, and shall protect, defend, indemnify and hold Lessor harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Lessee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after notice by Lessor, and if Lessee shall fail to do so, Lessor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Lessor under this Lease. Nothing contained in this Lease shall authorize Lessee to do any act which shall subject Lessor's title to the Leased Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Improvements or Leased Premises arising in connection with any such work or respecting the Leased Premises not performed by or at the request of Lessor shall be null or void, or at Lessor's option shall attach only against Lessee's interest in the Premises and shall in all respects be subordinate to Lessor's title to the Lease Premises.

Section 7.5. Wind Turbines. Lessee acknowledges that Lessor shall have the right to continue to operate wind turbines on the site of the Leased Premises provided that such wind turbines do not unreasonably interfere with Lessee's operations on the Leased Premises. The parties shall endeavor to determine a mutually agreeable location for any such wind turbines on or before the expiration of the Due Diligence Period.

Section 7.6. Reclamation at End of Term. The Lessee warrants and covenants that (a) upon such date as the Lessee gives notice under Section 4.1 (b) or (b) twelve (12) months prior to the end of the Term, Lessee will demonstrate its ability to meet its obligations pursuant to Section 4.5 and/or Section 4.1 (b) of this Lease Agreement to the satisfaction of the Lessor, which satisfaction shall not be unreasonably withheld conditioned or delayed, or provide Lessor such security, in the form of letters of credit, guarantees from third parties or otherwise, as may be reasonably necessary to fulfill Lessee's obligations under Section 4.55.

Section 7.7. Covenant Regarding Use.

- (a) Lessee agrees to use the Leased Premises only for the Permitted Use together with reasonably related uses; provided, however, that with respect to the portion of the Leased Premises subject to the deed between BASF Corporation, as grantor and Lessor, as grantee, a copy of which shall be provided to Lessee on or before thirty (30) days after the Effective Date (the "Deed"), only those uses permitted under such Deed and that comply with the Zoning Ordinance shall be permitted on such portion.

- (b) Lessee shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (including but not limited to all applicable Federal, State or City regulations, ordinances and/or permitting requirements. Should any standard or regulation now or hereafter be imposed on Lessor or Lessee by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, Lessors or Lessees, then Lessee agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

Section 7.8. Repair and Maintenance. Lessee shall, at all times during the Lease Term, at its own expense, keep the Leased Premises, the Improvements, equipment, fixturing and all building and improvements at any time on the Leased Premises or servicing the Leased Premises, and the furnishings, equipment and other contents thereof, in good order, condition, and repair (and replace as same shall become worn out as reasonably required) including, without limitation, all plumbing, electrical, heating, air conditioning and any other equipment installed in or on said Leased Premises, doors, door frames, overhead doors and frames, glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, light fixtures, bulbs and tubes, and maintain the Premise in a clean, sanitary and safe condition. Lessee shall also be responsible for maintaining the landscaping on the Premises (including fertilizing) and for snow removal at the Premises.

Section 7.9. Damage or Destruction. In the event that, at any time during the Lease Term, the Improvements shall be destroyed or damaged in whole or in part by any cause whatsoever, then Lessee shall promptly give written notice thereof to Lessor and Lessee shall at Lessee's sole cost and expenses either: (i) commence the reconstruction within ninety (90) days after the occurrence of such damage or destruction and complete such reconstruction within two hundred and seventy (270) days after commencement to as good condition as existed prior to such damage or destruction and in architectural design and appearance harmonious with that which was damaged or destroyed; or (ii) cause all Improvements to be demolished and razed and all trash and debris to be removed from the Leased Premises, and all portions of the Leased Premises to be resodded or replanted so as to restore the Leased Premises to a neat and attractive condition, and this Lease Agreement shall remain in full force and effect. During the Lease Term, destruction or damage in whole or in part to the Improvements on the Leased Premises shall in no way serve to terminate this Lease Agreement and/or abate the base rent or other amounts payable under this Lease Agreement.

ARTICLE 8 ASSIGNMENT, SUBLEASEING, PLEDGING AND SELLING; AND RENT PREPAYMENT

Section 8.1. Assignment and Subleasing.

- (a) Lessee is authorized to sublet all or part of the Leased Premises. However, Tenant's right to sublease to a particular party or entity may be overridden by

the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.

- (b) This Lease may be assigned in whole or in part without the consent of the Lessor, so long as such transferee assumes the obligations of Lessee under this Lease and such transfer is not done for the purpose of circumventing Lessee's obligations under this Lease Agreement (a "Permitted Transferee"). However, Tenant's right to assign to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court. The Lessee shall, prior to such transfer furnish or cause to be furnished to the Lessor a true and complete copy of each such assignment or sublease, as the case may be, together with the instrument of assumption which shall be subject to the reasonable satisfaction of Lessor.
- (c) Lessee shall be permitted to assign Lessee's interest in this Lease Agreement for security purposes in any financing or refinancing for use of the Leased Premises only.
- (d) Notwithstanding any permitted transfer under Section 8.1 (a) - (c), Lessee shall remain liable under this Lease Agreement.

Section 8.2. Leasehold Mortgaging.

- (a) Lessee shall have the right to convey Lessee's interest under this Lease Agreement to a Leasehold Mortgagee subject to the consent of Lessor which shall not be unreasonably withheld. No Leasehold Mortgage shall be binding upon Lessor with respect to the enforcement of the rights and remedies contained herein and provided by law for the benefit of any Leasehold Mortgagee unless and until an executed counterpart of such Leasehold Mortgage shall have first been delivered to Lessor, notwithstanding any other form of notice to Lessor, actual or constructive.

- (b) If Lessor shall have received from Lessee or from a Leasehold Mortgagee written notice specifying the name and address of such Leasehold Mortgagee and requesting that Lessor give to such Leasehold Mortgagee a copy of each notice of default by Lessee at the same time as and whenever any such notice of default shall thereafter be given by Lessor to Lessee, then Lessor shall comply with such request by giving such notice, addressed to such Leasehold Mortgagee at the address last furnished to Lessor. Lessor shall accept performance by any Leasehold Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance (or prior thereto), Lessor shall be (or shall have been) furnished with evidence reasonably satisfactory to Lessor of the interest in this Lease Agreement claimed by the Leasehold Mortgagee tendering such performance.
- (c) In case of termination of this Lease Agreement by reason of the happening of any Event of Default or any other reason provided under the terms of this Lease, in addition to any required notice to the Lessee, Lessor shall give notice thereof to any Leasehold Mortgagee who shall have notified Lessor of its name and address pursuant to Section 8.2, which notice shall be addressed to such Leasehold Mortgagee at the address last furnished to Lessor. If within ten (10) days after the giving of such notice, such Leasehold Mortgagee shall pay, or assume the payment of, all rent and any and all other sums due and payable by Lessee to Lessor hereunder, as of the date of such termination, together with an amount of money equal to the amount which, but for such termination, would have become due and payable under this Lease, Lessor shall, upon the written request of such Leasehold Mortgagee made any time within sixty (60) days from the date of notice given to the Leasehold Mortgagee of such termination, execute and deliver a new lease of the Leased Premises to such Leasehold Mortgagee for the remainder of the Term, upon the same terms, covenants, conditions, limitations and agreements herein contained, including without limitation the covenants for rent, but subject to the rights, if any, of parties then in possession (actual or constructive) of all or any part of the Leased Premises; provided, however, that such Leasehold Mortgagee shall have paid to Lessor all rent and other charges due under this Lease Agreement up to and including the date of the commencement of the term of such new lease, together with all expenses, including attorney's fees, incident to the execution and delivery of such new lease, and that nothing contained herein shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Leased Premises to such Leasehold Mortgagee.
- (d) Notwithstanding anything to the contrary in the immediately preceding paragraph concerning Lessor's forbearance, Lessor shall not be precluded from exercising any rights or remedies under this Lease Agreement with respect to any other default by Lessee during any such period of forbearance.
- (e) **Lessor's rights shall not be subordinated to any mortgage at any time.**

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. If any one or more of the following events shall occur and be continuing:

- (a) Lessee shall fail to pay base rent, any additional rent or other sums due under this Lease Agreement when the same becomes due and payable, and such default shall continue for a period of five (5) business days after written notice (sent by certified mail) by Lessor to Lessee; or
- (b) Lessee shall fail in the performance or observance of, or breach, any other term or provision of this Lease and such failure or breach shall continue for a period of sixty (60) days after notice by Lessor to Lessee (provided that, in the event any such failure or breach cannot, with due diligence, be cured within such sixty (60) day period, then Lessee shall have an additional period not to exceed an additional sixty (60) days to cure such failure or breach, as is reasonable under the circumstances, but only so long as Lessee diligently pursues such cure; or
- (c) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce to the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) (i) a court of competent jurisdiction shall enter an order, judgement or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (ii) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgement, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or
- (e) The Leased Premises (or any part thereof) becomes tax exempt and Lessee fails to pay to Lessor the reimbursement for lost tax revenue as required by the terms of this Lease.

Section 9.2. Remedies on Default.

- (a) Whenever any Event of Default shall have happened and be continuing and the Lessee is the defaulting party, the Lessor may take any one of the following remedial steps:

- i. re-enter and take possession of the Leased Premises without terminating this Lease and without any liability to the Lessee for such entry and repossession, and, at its option, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublease in such subleasing and the rents and other amounts payable by the Lessee hereunder,
 - ii. terminate this Lease and, at its option, lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;
 - iii. take whatever action at law or in equity appears necessary to the Lessor to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease, or to terminate the Lease or exercise any other remedies available under law or in equity;
- b. Whenever any Event of Default shall have happened, upon any such termination, Lessee shall quit and peacefully surrender its interest in the Leased Premises to Lessor, and Lessor, upon and at any time after such termination, in accordance with applicable law, may re-enter and repossess the Leased Premises, without being subject to any prosecution therefor.
- c. Whenever any Event of Default shall have happened, at any time and from time to time after such termination of this Lease, Lessor may relet the Leased Premises or any part thereof for such term or terms and on such conditions as Lessor in its discretion may determine, and Lessor may collect and receive the rents therefor.
- d. Whenever any Event of Default shall have happened, no such termination of this Lease shall relieve Lessee of its liabilities and obligations under this Lease, and such liabilities and obligations shall survive any such termination. In the event of any such termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall pay base rent and additional rent and taxes required to be paid under this Lease by Lessee up to the time of such termination. Thereafter, until the expiration of the Lease Term, Lessee shall pay to Lessor as liquidated damages for its default (a) ad valorem property taxes which would have been payable by Lessee under this Lease were it still in effect, less (b) the net proceeds of reletting, if any, effected pursuant to this Article, after deducting all reasonable expenses of Lessor in connection with such reletting including, but not limited to, brokerage commissions, the costs of

repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and Lessor's expenses of re-entry, including reasonable attorney's fees and litigation costs. Lessee shall pay such liquidated damages on the days on which base rent and additional rent and taxes would have been payable under this Lease if it were still in effect.

- e. In addition to the remedies provided above, Lessor may elect to take possession of the Leased Premises after termination of this Lease and Lessor may recover from Lessee (a) the worth at the time of award of the unpaid ad valorem property taxes which was due and unpaid at the time of such terminations; plus (b) the worth at the time of award of the amount by which the unpaid ad valorem property taxes which would have been earned after termination until the time of award exceeds the amount of such tax loss that Lessee proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid ad valorem tax and any additional tax for the balance of the Lease Term after the time of award exceeds the amount of such tax loss that Lessee proves could be reasonably avoided; and (d) any such other expenses of reletting, including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and reasonable attorney fees and litigation costs. The "worth at the time of award" of the amounts referred to in subdivisions (a) and (b) is computed by allowing interest at the lesser of 10% per annum or the maximum rate which Lessor may lawfully charge Lessee. The worth at the time of award of the amount referred to in subdivision (c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent.
- f. In addition to the remedies provided above, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree or judgment compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.
- g. In the event Lessor institutes against Lessee an action for possession, Lessee expressly waives the right to a trial by jury in any such action for possession.

Section 9.3. Agreement to Pay Attorney's Fees and Expenses. Should an Event of Default occur and the non-defaulting party employ attorneys or incur other expenses on the account of such Event of Default for collection of rents or the enforcement of performance or observance of any obligation or agreement contained herein on the part of the defaulting party, the parties agree that the non-prevailing party shall on demand therefore pay to the prevailing

party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the prevailing party.

Section 9.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. Lessor's Right To Cure Default; Payments By Lessee.

- a. All Covenants and agreements to be kept or performed by Lessee under this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any reduction of rent, except to the extent, if any, otherwise expressly provided herein. If Lessee shall fail to perform any obligation under this Lease, and such failure shall continue in excess of an express grace or cure period, unless a specific time period is otherwise stated in this Lease, Lessor may, but shall not be obligated to, make any such payment or perform any such act on Lessee's part without waiving its rights based upon any default of Lessee and without releasing Lessee from any obligations hereunder.
- b. Except as may be specifically provided to the contrary in this Lease, Lessee shall pay to Lessor, upon delivery by Lessor to Lessee of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Lessor in connection with the remedying by Lessor of Lessee's defaults; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Lessor in collecting or attempting to collect the rent or in enforcing or attempting to enforce any rights of Lessor under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Lessee's obligations hereunder shall survive the expiration or sooner termination of the Lease Term.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1. Notices. Unless otherwise stated herein, all notices, certificate or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, to the address below or by personal delivery (including by courier) to the physical address or by facsimile with receipt confirmed:

- | | |
|-----------------------|--|
| (a) If to the Lessor: | City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan
USA 48192
Attention: City Clerk |
|-----------------------|--|

With a copy to

City of Wyandotte
Attention: City Administrator

(b) If to the Lessee:

Simeon Investment Company
Attn: Joseph Daly, President
3099 Biddle Avenue
Suite 310
Wyandotte, MI 48192

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses or facsimile numbers to which subsequent notices, certificates or other communications shall be sent if such notice, demand, request or other communication is personally delivered or faxed on a non-Business Day or after 4:00 p.m. in accordance with this Section 10.1, receipt thereof shall be deemed the next Business Day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Section 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and permitted assigns.

Section 10.3. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease Agreement valid and enforceable.

Section 10.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Lessor and the Lessee.

Section 10.5. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6. Captions. The captions and headings of this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 10.7. Recording of Lease. This Lease may be recorded at Lessee's expense.

Section 10.8. Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 10.9. Title to Improvements. During the term of the Lease, title to the improvements constructed by Lessee and the equipment and other items installed thereon and any alteration, change or addition thereto, shall remain solely in Lessee.

Section 10.10. Brokers. Lessor and Lessee represent and warrant that no broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease Agreement, its procurement or in the procurement of Lessor or Lessee. No person, firm, corporation or other entity is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. Lessor shall and does hereby indemnify and agree to hold Lessee harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessor's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. Likewise, Lessee shall and does hereby indemnify and agree to hold Lessor harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessee's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. The terms of this Section 10.10 shall survive any termination of this Lease Agreement.

Section 10.11. No Merger of Title. No merger of the leasehold estate created by this Lease Agreement with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Lease Agreement or any interest therein and the fee estate in the Leased Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Lease Agreement or the fee estate in the Leased Premises shall join in a written instrument effecting such merger and shall duly record the same.

Section 10.12. JURY WAIVER. THE PARTIES, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAWS, EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

Section 10.13. Bankruptcy. Lessor and Lessee acknowledge and agree that the provisions of this Section 10.13 shall control notwithstanding anything to the contrary contained in this Lease:

- (a) In the event that Lessee shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, 11 U.S.C 1 et seq. ("Bankruptcy Code"), and Lessee's trustee or Lessee shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section 10.13 are satisfied. If Lessee or Lessee's trustee shall fail to assume this Lease within sixty (60) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.

- (b) In the event that a voluntary petition for reorganization is filed by Lessee, or an involuntary petition is filed against Lessee under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Lessee's trustee of Lessee, as debtor-in-possession, must elect to assume this Lease within sixty (60) days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Lessee's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages, shall survive, whether or not this Lease shall be terminated.
- (c) No election by Lessee's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be effective unless each of the following conditions have been satisfied:
- i. Lessee's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Lessor with evidence satisfactory to Lessor that it will cure all defaults susceptible of being cured by the payment of money within ten (10) days from the date of such assumption and that it will cure all other defaults under this Lease which are susceptible of being cured by the performance of any act within thirty (30) days after the date of such assumption.
 - ii. Lessee's trustee or the debtor-in-possession has compensated, or has provided Lessor with evidence satisfactory to Lessor that, within ten (10) days from the date of such assumption, that it will compensate Lessor for any actual pecuniary loss incurred by Lessor arising from the default of Lessee, Lessee's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Lessor to Lessee's trustee or the debtor-in-possession.
 - iii. Lessee's trustee or the debtor-in-possession (A) has provided Lessor with "Assurance", as hereinbelow defined, of the future performance of each of the obligations under this Lease of Lessee, Lessee's trustee or the debtor-in-possession, and (B) shall, in addition to any other security deposits held by Lessor, deposit with Lessor, as security for the timely payment of ad valorem property tax and for the performance of all other obligations of Lessee under this Lease, an amount equal to the total ad valorem taxes the previous tax year together with the increase for the current year based upon the increase due to inflation (at the rate then payable) and (C) pay in advance to Lessor on the first of each month one-twelfth (1/12) of Lessee's annual obligation for future ad valorem

property taxes to be made by Lessee pursuant to this Lease. The obligations imposed upon Lessee's trustee or the debtor-in-possession by this Section 10.13 shall continue with respect by Lessee or any assignee of this Lease, after the conclusion of proceedings under the Bankruptcy Code.

- iv. Such assumption will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.

(d) For purposes of Section 10.13(c)(iii) hereof, Lessor and Lessee shall acknowledge that "Assurance" shall mean no less than:

- i. Lessee's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that sufficient funds will be available to fulfill the obligations of Lessee under this Lease; and
- ii. To secure to Lessor the obligations of Lessee, Lessee's trustee or the debtor-in-possession and to assure the ability of Lessee, Lessee's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or nonmonetary, there shall have been: (A) sufficient cash deposited with Lessor, or (B) the bankruptcy court shall have entered an order segregating sufficient cash payable to Lessor, and/or (C) Lessee's trustee or the debtor-in-possession shall have granted to Lessor a valid and perfected first lien and security interest and/or mortgage in property of Lessee, Lessee's trustee or the debtor-in-possession, acceptable as to value and kind to Lessor.

(e) In the event that this Lease is assumed in accordance with Section 10.13(b) hereof and thereafter Lessee is liquidated or files, or has filed against it, a subsequent petition under any provision of the Bankruptcy Code or any similar statute for relief of debtors, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving Lessee notice of its election to so terminate within thirty (30) days after the occurrence of either such events.

(f) If Lessee's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of this Section 10.13 for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Lessee. Lessor shall be entitled to receive all consideration for such assignment, whether cash or otherwise. As used in this Section 10.13(f) "adequate assurance of future

performance" shall mean at least that clause (B) and (C) of Section 10.13(c)(iii) hereof and each of the following conditions, has been satisfied:

- i. The proposed assignee had furnished Lessor with a current financial statement audited by a certified public accountant determined in accordance with generally accepted accounting principles consistently applied indicating a credit rating, net worth and working capital in amounts which Lessor reasonably determines to be sufficient to assure the future performance of such assignee of Lessee's obligations under this Lease, but in no event indicating a net worth less than the net worth of the Lessee and any guarantors of this Lease, on the date of execution hereof.
 - ii. Such assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.
 - iii. The proposed assignment will not release or impair any guarantee under this Lease.
- (g) When pursuant to the Bankruptcy Code, Lessee's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises, such charges shall not be less than the provided for herein and all additional ad valorem property taxes payable by Lessee under this Lease (or reimbursement for any tax exempt event as required by this Lease) and shall be paid at the times and when due as though such charges were rent and additional rent.
- (h) Anything in this Lease to the contrary notwithstanding, neither the whole nor any portion of Lessee's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other similar person or entity, or otherwise by operation of law under the Bankruptcy Code or any similar federal statute now or hereinafter enacted, or under the laws of any state, district or municipality having jurisdiction of the person or property of Lessee unless Lessor shall have consented to such transfer in writing. No acceptance by Lessor of rent, taxes or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Lessor nor shall it be deemed a waiver of Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without such consent.
- (i) Anything in this Lease to the contrary notwithstanding, Lessee covenants and agrees that this Lease is an extension of financial benefits and accommodations to Lessee which are uniquely personal in nature and such financial benefits and

accommodations are a material inducement for Lessor's execution and delivery of this Lease and are an integral part of the consideration for this Lease.

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

[Signature Page(s) Follows]

City of Wyandotte, a Michigan Municipal Corporation

By: **Joseph R. Peterson, Mayor**

By: **Lawrence Stec, City Clerk**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph R. Peterson as Mayor and Lawrence Stec as City Clerk** for the City of Wyandotte, a Michigan Municipal Corporation and said that said instrument was signed on behalf of said corporation by authority of its City Council and said Mayor and City Clerk acknowledged this instrument to be the free act and deed of said corporation.

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

Simeon Investment Company

By: **Joseph Daly, President**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph Daly as President** of Simeon Investment Company, a Michigan Corporation, and said that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledges this instrument to be the free act and deed of said corporation.

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

Instrument Drafted By:

William R. Look
2241 Oak Street
Wyandotte, MI 48192

When Recorded Return To:

Joseph Daly
3099 Biddle Avenue, Suite 310
Wyandotte, MI 48192

Exhibit A

Lots 1 to 35 inclusive also adjacent vacated alleys and street 60 feet West South Detroit Subdivision Block 72, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also Easterly part of Lots 1 to 12 inclusive also Easterly part of Lots 16 and 17 also Lots 18 to 35 inclusive also adjacent vacated alleys and streets South Detroit Subdivision Block 73, Town 3 South, Range 11 East, as recorded in Liber 14, Page 95, Wayne County Records also part of Southwest 1/4 Fractional Section 32 said parcel described as beginning South 89 degrees 43 minutes 00 seconds East 829.21 feet along South line of Section 32 and North 14 degrees 37 minutes 11 seconds East 86.65 feet, and North 55 degrees 03 minutes 40 seconds East 217.37 feet, and North 14 degrees 37 minutes 11 seconds East 1334.62 from Southwest corner of Section 32 thence North 14 degrees 37 minutes 11 seconds East 1104.16 feet thence North 89 degrees 56 minutes 09 seconds East 865.24 thence South 14 degrees 37 minutes 11 seconds West 1576.10 feet thence North 75 degrees 22 seconds 49 minutes West 542.31 thence North 14 degrees 39 minutes 06 seconds East 252.61 feet thence North 75 degrees 22 minutes 49 seconds West 294.81 point of beginning 26.46 acres K=26.46

EXHIBIT B

ENVIRONMENTAL REPORTS GROVE AVENUE AND 8th STREET

- Final Work Plan dated May, 1997
- Site Assessment Report dated November, 1997
- Work Plan dated June, 1999
- Baseline Environmental Assessment Parcel II dated December 8, 1999
- Baseline Environmental Assessment – 27 Acre Portion dated February, 2001
- Baseline Environmental Assessment - 10,086 Acre Portion dated February, 2001
- Soil Boring Logs dated June, 2008
- Soil Management Plan dated August, 2011

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of **March 31, 2020** (the “Effective Date”) by and between the **CITY OF WYANDOTTE**, a Michigan municipal corporation, as Lessor of 3200 Biddle, Wyandotte, Michigan, and **SIMEON INVESTMENT COMPANY** of 3099 Biddle, Suite 310, Wyandotte, Michigan 48192 existing under the laws of the State of Michigan, as Lessee.

RECITALS:

WHEREAS, the Lessor has been duly organized pursuant to the provisions of the Michigan Constitution, Home Rule Cities Act and other Laws of the State of Michigan; and

WHEREAS, Lessor owns certain land consisting of 4 story building at 3200 Biddle, City of Wyandotte, Wayne County, Michigan; and

WHEREAS, after careful study and investigation the Lessor, pursuant to a resolution duly adopted, has agreed to enter into this lease agreement (the “Lease Agreement”), dated as of the date first written above, with the Lessee, pursuant to which the Lessor agrees to lease the real property consisting of the fourth story of 3200 Biddle, Wyandotte, Michigan 48192 (together with parking spaces identified in Exhibit A) owned by the Lessor for the exclusive use and occupancy of the Lessee for the purpose of constructing residential units to be sublet by Lessee upon completion on; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Lessor and the Lessee agree as follows:

ARTICLE 1 DEFINITIONS

“Ad Valorem Property Taxes” Taxes levied on the real and personal property related to the Leased Premises pursuant to “The General Property Tax Act”, as may be amended (MCL 211.1 et seq.).

“Event of Default” means any of the events described in Section 901 hereof.

“Lease” or “Lease Agreement” means this Lease Agreement as it now exists and as it may hereafter be amended in accordance with its terms.

“Lease Term” or “Term” means the duration of the leasehold interest created by this Lease as specified in Section 4.1 hereof.

“Leased Premises” or “Premises” means the fourth floor of 3200 Biddle, Wyandotte, Michigan 48192 together with two parking spaces per residential unit with Lessee being permitted to construct covered or garage parking at Lessee’s expense over those parking spaces. The location of the parking spaces shall be described in Exhibit A.

“Lessee” means Simeon Investment Company, and, subject to the terms herein, its successors and assigns, including any surviving, resulting or transferee entity as provided herein.

“Lessor Indemnitee” means the City of Wyandotte, its elected and appointed officials, all city employees and the city’s vendors and contractors.

“Permitted Use” means the construction of residential units to be sublet at the Lessee’s discretion upon completion (together with parking spaces identified in Exhibit A).

“Person” means an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

“Prime Rate” means the prime lending rate as reported in The Wall Street Journal on the first Business Day of each calendar quarter.

“Taxes” means all ad valorem real and personal property taxes related to the Leased Premises, the improvements and buildings to be constructed thereon, the leasehold estate created hereby, all of Lessee’s equipment, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, excise, property, sales transfer, franchise, payroll, withholding, social security, gross receipts, license, stamp, occupation, employment or other taxes, including any interest, penalties or additions attributable hereto.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the Lessor. The Lessor makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessor is a Michigan municipal corporation, created and validly existing pursuant to laws of the State of Michigan. Under the provisions of the Lessor’s Charter, ordinances and Michigan Law, the Lessor has full power to execute and deliver the Lease and to enter into the transaction contemplated thereby and to perform and observe its obligations contained therein. The Lessor has duly and validly taken all action of the City Council as may be required to be taken for the due and

proper authorization, execution and delivery of the Lease and authorization of the transactions contemplated thereby.

- (b) **Execution and Delivery.** Lease has been duly authorized, executed, and delivered by the Lessor, and constitute a valid and legally binding obligation of the Lessor.
- (c) **No Conflicts.** The execution, delivery and performance by Lessor of the Lease and the consummation of the transactions contemplated thereby will not (i) conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration under, any mortgage, deed of trust, bond ordinance, loan agreement or other material agreement, ordinance, resolution or instrument to which Lessor is a party or by which Lessor is bound or to which any of the property or assets of Lessor is subject, or (ii) result in any violation of its Charter or ordinances or resolutions.

Section 2.2. Representation and Warranties by the Lessee. The Lessee makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessee is a Michigan Corporation duly organized and validly existing under the laws of the State of Michigan and (ii) is duly qualified to do business in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own, lease or hold its property and to conduct the business in which it is now engaged or proposed to be engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect.
- (b) **Agreement is Legal and Authorized.** The Lessee has full right, power and authority to execute and deliver the Lease and to perform its obligations thereunder, and all membership action required to be taken for the due and proper authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been duly and validly taken.
- (c) **Execution and Delivery.** The Lease has been duly authorized, executed and delivered by the Lessee, and constitute a valid and legally binding obligation of the Lessee enforceable against it in accordance with the terms thereof, except to the extent limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally, and by general equitable principles (whether considered in a proceeding in equity or at law).
- (d) **Compliance with Other Agreements.** The execution, delivery and performance by the Lessee of the Lease and the use allowed by the Lease will not (i) conflict with or result in a breach or violation of any of the terms or

provisions of , or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Lessee pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Lessee is a party or by which the Lessee is bound or to which any of the property or assets of the Lessee is subject, (ii) result in any violation of the provisions of the Lessee's By Laws or operating agreement or (iii) result in any violation of any statute or any judgement, order, decree, rule or regulation of any Governmental Authorities, in each case which could be Material Adverse Effect.

- (e) **Government Consents.** All governmental approvals to be obtained by, in the name of, or on behalf of the Lessee in connection with the due execution, delivery and performance of the Lease has been duly obtained or made, are validly issued and in full force and effect. The Lessee is in compliance with all such governmental approvals, except to the extent that noncompliance could not reasonably be expected to result in a Material Adverse Effect on Lessor.
- (f) **Litigation.** There are no legal or governmental proceedings pending to which the Lessee is a party or of which any property or assets of the Lessee are the subject which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Lessor; and to the best of the Lessee's knowledge, no such proceedings are threatened by governmental authorities or others.
- (g) **No Default.** The Lessee is not (i) in violation of its by-laws or other organizational documents, (ii) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in the Lease.

ARTICLE 3 LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1. Lease of the Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby Leases from the Lessor, the Leased Premises at the rent set forth in Section 4.4 hereof and in accordance with the provisions of this Lease for construction of residential units to be sublet by Lessee upon completion and for no other purpose.

Section 3.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein and upon performing and observing the covenants, conditions, and agreement hereof in all material respects, shall and may peaceably hold and enjoy the Leased Premises during the Lease Term, subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any person lawfully claiming by or through Lessor. The foregoing covenant is in lieu of any other covenant express or implied.

Section 3.3. AS IS. Lessee acknowledged that it is accepting the Leased Premises on an "AS IS WHERE IS" basis. Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Leased Premises. Lessee also acknowledge that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Leased Premises or with respect to the suitability of any of the foregoing for the conduct of Lessee's business. Lessor will provide the 4th floor with a white box interior and clear span.

Section 3.4. Title to Leased Premises. Lessor warrants that it has good and marketable fee title to the Leased Premises, free and clear of any lien (including, without limitation, any lien associated with any tax), encumbrance, mortgage, claim, pledge, security interest, option, warrant or other rights of any kind or securities convertible or exchangeable for, or which otherwise confer on the holder thereof, any right to acquire any ownership interest in the Leased Premises, or any other restriction whatsoever, except as may be set forth on any title commitment obtained by Lessee, the effect of which would impair the leasehold estate granted Lessee under this Lease. Lessor shall provide such documents as are reasonably required for Lessee's title insurer to issue a leasehold title policy, including an owner's affidavit.

ARTICLE 4 EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 4.1. Effective Date of this Lease; Duration of Lease Term.

- (a) This Lease shall become effective upon the Effective Date. The leasehold interest created by this Lease shall then begin, and, subject to the other provisions of this Lease shall expire at midnight on the date which is ninety-nine (99) years from the effective date (the "Term" or "Lease Term").
- (b) At the conclusion of the 99-year lease term, the lease premises will revert to the Lessor and the lease will automatically expire (unless the Parties agree in writing otherwise or Lessee exercises its option in a timely manner). Upon the expiration of the Lease, any assets installed on the property will become the property of the Lessor without a reimbursement payment to the Lessee for assets reverting to the Lessor. However, at least one year prior to the expiration of the lease term, Lessor and Lessee shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, Lessee shall have an option to renew the lease upon identical terms and conditions except that the lump sum rental amount shall be a total of two-hundred thousand (\$200,000) dollars as adjusted upward each year for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the rental amount exceed four-hundred thousand (\$400,000.00) dollars if the Lessee exercises the option to renew. The rental for any renewal must be paid in full at the commencement of the renewal. In the event the Tax Act is amended and no longer provides for an inflation rate, the parties agree to use a compatible method as agreed upon by the parties to determine the increase by inflation. The rental is payable in full at the commencement of the option and the

renewal term will be for an additional 99 years from the date of the original expiration date. Lessee must provide written notice to Lessor in writing at least ninety (90) days prior to the conclusion of the Lease if Lessee intend to exercise this option. At the expiration of the option term (if exercised by Lessee), the properties and the assets which have been constructed thereon will revert to the Lessor.

Section 4.2. Conditions Precedent – Lessee. Lessor acknowledges that this Lease Agreement and all of Lessee's obligations and liabilities hereunder, are expressly conditioned upon the satisfaction (as determined in Lessee's sole discretion) of each of the following condition on or before March 31, 2020 (the "Due Diligence Period"):

If for any reason prior to the execution of the Lease for the Fourth Floor, the Lessee or Lessee's financial institution determines that the construction cannot be completed in a manner which is consistent with the safety standards, budget and general intent of the parties, Lessee can terminate the agreement.

Section 4.3. Delivery and Acceptance of Possession. The Lessor agrees to deliver to the Lessee sole and exclusive possession of the Leased Premises on the Effective Date of this Lease and the Lessee agrees to accept possession of the Leased Premises upon such delivery.

Section 4.4. Base Rent. Lessee shall convey fee simple title to Lessor by Warranty Deed for 3627-3665 11th Street, Wyandotte, Michigan and forty (40%) percent of the value (\$200,00.00) is the rental for this Lease.

Section 4.5. Obligations of Lessee Hereunder Absolute and Unconditional. The obligations of the Lessee to fulfill the rental required in Section 4.4 hereof and to perform and observe the other agreements on its part contained herein shall be for purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform such obligations and agreements.

Section 4.6. Surrender at End of Term; Holdover. At the end of the Lease Term, unless otherwise agreed, Lessee shall remove all personal property, fixtures, leasehold improvements and equipment (but not the foundation or structure) from the Leased Premises (unless specific items are requested by Lessor to remain) and shall leave the Leased Premises in a state reasonably comparable to the condition which existed at the commencement of this Lease Agreement. Any holding over by Lessee beyond the Lease Term or sooner termination of this Lease, shall not extend the Lease Term but otherwise shall be upon and subject to all the terms and conditions of this Lease, except that base rent shall be an amount of ten thousand (\$10,000.00) dollars for each month and for each portion of any month during which Lessee holds over in the Premises, in addition to any other rights or remedies Lessor may have hereunder or at law. This Section is not intended to authorize or permit Lessee to hold over under any circumstance. This provision shall survive the expiration of the Lease Term or sooner termination of this Lease.

ARTICLE 5
TAXES; INSURANCE AND OTHER LESSEE CHARGES

Section 5.1. Taxes and Other Governmental Charges.

- (a) All Taxes accruing on the Leased Premises and/or arising out of the operating of Lessee's business on the Leased Premises during the Term hereof after shall be paid on a timely basis by Lessee.

- (b) If Lessee fails to timely remit Taxes notwithstanding that Lessor has timely forwarded or has caused to be forwarded all pertinent tax bills directly to Lessee or its designee, Lessee shall be fully liable for all interest and penalties reasonably chargeable to its failure to perform as required in this Lease. Further, in the event Lessee fails to timely remit Taxes at any time during the Lease Term resulting in the imposition of any interest penalties or any other penalties, Lessor, at its option, may require Lessee to pay taxes in escrow on a monthly basis. If required by Lessor, Lessee shall make an additional payment to Lessor, of a sum which, will provide Lessor with funds sufficient to pay all such Taxes at least one month prior to the earlier of (i) the date such Taxes become delinquent, or (ii) the latest date such Taxes could be paid with the greatest available discount, if any. If at any time Lessor shall determine that the amount of such payments made by Lessee is insufficient to accomplish the purpose of this Section, Lessee shall pay, immediately upon request, the amount of the deficiency to Lessor. If at any time during the Lease Term Lessor shall have advanced funds for the payment of such Taxes, Lessee shall remit to Lessor, immediately upon request, the funds so advanced. No payments made by Lessee to Lessor shall earn interest for the benefit of Lessee while held by Lessor. Nothing in this Article shall be deemed to limit any right or remedy to Lessor under any provision of this Lease or any statute or rule of law to pay any of such Taxes and to collect from Lessee as additional rent the amount so paid, together with interest at the rate specified in this Lease Agreement. Notwithstanding anything herein to the contrary, nonpayment by Lessee of Taxes as and when due shall be an Event of Default under this Lease.

- (c) The Lessee may, at its own expense and in its own name and behalf, in good faith contest any taxes, assessments and other charges. In the event of any such contest, unless otherwise allowed by Law, Lessee shall pay the taxes, assessments and other charges so contested during the period of such contest and any appeal therefrom, and all refunds received from such contest, including interest, shall be to the account of the Lessee. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may with the consent of Lessee's lenders (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee under this Agreement.

- (d) It is a requirement of the lease that the entire Leased Premises generate Ad Valorem property taxes for the life of the Lease. In the event the Leased Premises (or any portion thereof) become tax exempt for any reason, Lessee shall be responsible to pay to Lessor on an annual basis full reimbursement for the lost tax revenue for the remainder of the Lease. Any reimbursement payment will be due on the tax due dates. The computation of the Lost Tax Revenue will be based upon the previous year's tax revenues and will increase each year remaining on the Lease at the rate of inflation as allowed by "The General Property Tax Act as may be amended. In the event a court of law determines this provision unenforceable, and the parties do not reach an agreement for reimbursement to the Lessor for the lost tax revenue, Lessor may terminate this Lease by providing Lessee one year's notice to terminate.

Section 5.2. Insurance.

- (a) Lessee shall maintain during the Lease Term the following insurance policies: (a) General or public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the streets and alleys adjoining the Premises, affording protection of at least \$2,000,000 (as adjusted upward each year of the Lease including any renewal by using the Consumer Price Index, or the most nearly comparable successor index to reflect and correspond with the yearly rate of inflation), single limit per occurrence of loss or damage. Such insurance shall list Lessor as an additional insured; (b) Fire and extended coverage insurance for the Improvements in an amount equal to the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings); (c) worker's compensation and employer's liability as required under applicable law. Such policy shall show Lessee and Lessor as insureds and shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor. Such policy shall include a waiver by the insurer of all rights of subrogation against the Lessor, its directors, officers, managers, employees, or representatives, which arises or might arise by reason of any payment under such policies, or by reason of any act of omission of Lessor, its directors, partners, officers, managers, employees or representatives. Any deductibles under any such policies shall not exceed \$10,000.00. Lessor reserves the right to increase the insurance limits during the term of the Lease. Any increase will be reasonably related to any increase of risk to Lessor for any reason, including such factors as inflation, etc.
- (b) All such insurance required to be maintained by Lessee as specified in this Article 5.2 shall also meet the following additional requirements: (a) All such insurance shall be effected at Lessee's expense under valid and enforceable policies issued by instance companies licensed in the State of Michigan and much possess a minimum policyholders rating of "A" and a financial category no lower than "X"; (b) Certificates of insurance providing evidence of such coverage shall be delivered by Lessee to Lessor thirty (30) days prior to the

commencement of the Lease, and similar replacement certificates shall be delivered by Lessee to Lessor at least thirty (30) days prior to the expiration dates of expiring policies; (c) All such insurance shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor; and (d) If Lessee does not provide such evidence to Lessor of Valid liability insurance coverage and Lessor notifies Lessee of such failure and Lessee fails to remedy same within thirty (30) days after the date of such notice, then Lessor, at its option, may provide said coverage. The cost thereof will be charged to Lessee as additional rent immediately due and payable. All such insurance shall be written on an occurrence basis.

Section 5.3. Waiver of Subrogation. Each policy of insurance provided for in Section 5.2 and any insurance carried by Lessor relating to the Leased Premises or Lessor's adjoining land and improvements shall contain, to the extent appropriate, a waiver of subrogation reflecting the following provisions of this Section. Lessee and Lessor each hereby expressly waives all rights of recovery which it might otherwise have against the other under this Lease to the extent that such loss or damage is covered by such party's valid and collectible insurance policies, notwithstanding that such loss or damage may be caused by the negligent act or omission of Lessor or Lessee.

Section 5.4. Utility Charges. Lessee shall pay or cause to be paid all charges and taxes incurred by Lessee for or on account of water, sewer, gas, electricity, light, heat and power and for protective, telephone, and other communication services and for all other public or private utility services which may be used, rendered or supplied upon, to or in connection with Leased Premises at any time during the Lease Term. Lessor specifically disclaims any warranty that utility services furnished to the Premises will be sufficient for Lessee's intended uses. Any tap-in fees or other charges resulting from the construction of the Improvements shall be borne by Lessee. Lessee agrees that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is beyond the reasonable control of Lessor; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from paying rent or performing any of its obligation under this Lease. Furthermore, Lessor shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Lessee's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 5 or any interruption of such utility services.

ARTICLE 6 CONDEMNATION

Section 6.1. Condemnation. In the event all or a portion of the Lease Premises is taken by the exercise of the power of condemnation or eminent domain, all eminent domain proceeds, other than those proceeds reasonably attributable to Lessor's fee interest in the Leased Premises, its interest as Lessor under this Lease Agreement, and any demolition costs it shall

incur in returning the Leased Premises to the condition existing as of the Effective Date, shall be paid to the Lessee.

ARTICLE 7 SPECIAL COVENANTS

Section 7.1. Inspection of Leased Premises; Right of Access to the Leased Premises. The Lessee agrees that the Lessor, in its role as Lessor, shall have the right at all times during all hours to enter upon the Leased Premises for purposes of determining Lessee's compliance with this Lease. Except in the case of emergencies, such inspections will occur at reasonable times during normal business hours and upon prior notice. In connection with the exercise of its rights hereunder Lessor shall endeavor not to unreasonably interfere with Lessee's operations. The rights conferred upon Lessor under this Section 7.1 are separate and apart from any general police powers which Lessor may have.

Section 7.2. Indemnification of Lessor. Lessee shall, except to the extent caused by the gross negligence or willful misconduct of any Lessor Indemnitee, indemnify and save harmless the Lessor Indemnitees against and from all third-party Claims asserted against any Lessor Indemnitees by reason of any of the following occurring during the Term:

- (a) Any work or thing done in or on the Lease Premises by Lessee, its employees, agents or contractors;
- (b) Any use, possession, occupation, alternation, repair, condition (excluding any physical condition of the Leased premises or any part thereof existing before or after the Term), operation, maintenance or management of the Leased Premises by Lessee, its employees, agents or contractors;
- (c) Any accident, injury (including death) or damage to any person or property in or on the Leased Premises, or any part thereof, or arising on the Leased Premises or arising out of the operation of Lessee's business thereon; and

Notwithstanding anything to the contrary contained herein, Lessee shall not be responsible for any Environmental Claim to the extent the claim solely existed prior to the Effective Date.

Section 7.3. Liens and Charges. Lessee shall keep the Leased Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Lessee, and shall protect, defend, indemnify and hold Lessor harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Lessee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after notice by Lessor, and if Lessee shall fail to do so, Lessor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Lessor under this Lease. Nothing contained in this Lease shall authorize Lessee to do any act which shall subject Lessor's title to the Leased Premises to any liens or encumbrances whether claimed by operation of law or

express or implied contract. Any claim to a lien or encumbrance upon the Improvements or Leased Premises arising in connection with any such work or respecting the Leased Premises not performed by or at the request of Lessor shall be null or void, or at Lessor's option shall attach only against Lessee's interest in the Premises and shall in all respects be subordinate to Lessor's title to the Lease Premises.

Section 7.4. Covenant Regarding Use.

- (a) Lessee agrees to use the Leased Premises only for the Permitted Use together with reasonably related uses.
- (b) Lessee shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (including but not limited to all applicable Federal, State or City regulations, ordinances and/or permitting requirements

Section 7.5. Repair and Maintenance. Lessee shall, at all times during the Lease Term, at its own expense, keep the Leased Premises, the Improvements, equipment, fixturing and all building and improvements installed by the Lessee at any time on the Leased Premises or servicing the Leased Premises, and the furnishings, equipment and other contents thereof, in good order, condition, and repair (and replace as same shall become worn out as reasonably required) including, without limitation, all plumbing, electrical, heating, air conditioning and any other equipment installed in or on said Leased Premises, doors, door frames, overhead doors and frames, glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, light fixtures, bulbs and tubes, and maintain the Premise in a clean, sanitary and safe condition.

Section 7.6. Damage or Destruction. In the event that, at any time during the Lease Term, the Improvements shall be destroyed or damaged in whole or in part by any cause whatsoever, then Lessee shall promptly give written notice thereof to Lessor and Lessee shall at Lessee's sole cost and expenses either: (i) commence the reconstruction within ninety (90) days after the occurrence of such damage or destruction and complete such reconstruction within two hundred and seventy (270) days after commencement to as good condition as existed prior to such damage or destruction and in architectural design and appearance harmonious with that which was damaged or destroyed; or (ii) cause all Improvements to be demolished and razed and all trash and debris to be removed from the Leased Premises, and all portions of the Leased Premises to be resodded or replanted so as to restore the Leased Premises to a neat and attractive condition, and this Lease Agreement shall remain in full force and effect. During the Lease Term, destruction or damage in whole or in part to the Improvements on the Leased Premises shall in no way serve to terminate this Lease Agreement and/or abate the base rent or other amounts payable under this Lease Agreement.

Section 7.7. Parking. Lessor will provide two parking spaces for each residential unit. The spaces must be maintained and repaired by Lessee. Lessee has the right to build covered or garage parking at its sole expense over those spaces. Any proposed cover or structure of any kind

must first be approved in writing by the Lessor. The location of the parking spaces is identified in Exhibit A.

Section 7.8. Storage. Between the Effective Date and the Occupancy Date, the parties will use their best efforts to locate an area of the basement available to dedicate to Tenant storage. The dividing of this area into individual units will be completed by Lessee's and at its sole expense.

ARTICLE 8 ASSIGNMENT, SUBLEASEING, PLEDGING AND SELLING; AND RENT PREPAYMENT

Section 8.1. Assignment and Subleasing.

- (a) Lessee is authorized to sublet the residential units. However, Tenant's right to sublease to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.

- (b) This Lease may be assigned in whole or in part, or the Leased Premises may be subleased, as a whole or a part, without the consent of the Lessor, to any successor to substantially all of the assets of, or ownership interest in, the Lessee or to any Affiliate, so long as such transferee assumes the obligations of Lessee under this Lease and such transfer is not done for the purpose of circumventing Lessee's obligations under this Lease Agreement (a "Permitted Transferee"). However, Tenant's right to assign to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court. The Lessee shall, prior to such transfer furnish or cause to be furnished to the Lessor a true and complete copy of each such assignment or sublease, as the case may be, together with the instrument of assumption which shall be subject to the reasonable satisfaction of Lessor.

- (c) Subject to the approval of Lessor, which shall not be unreasonably withheld, Lessee shall be permitted to assign Lessee's interest in this Lease Agreement for security purposes in any financing or refinancing for use of the Leased Premises only.
- (d) Notwithstanding any permitted transfer under Section 8.1 (a) - (c), Lessee shall remain liable under this Lease Agreement.
- (e) **Lessor's rights shall not be subordinated to any mortgage at any time.**

**ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES**

Section 9.1. Events of Default Defined. If any one or more of the following events shall occur and be continuing.

- (a) Lessee shall fail to pay base rent, any additional rent or other sums due under this Lease Agreement when the same becomes due and payable, and such default shall continue for a period of five (5) business days after written notice (sent by certified mail) by Lessor to Lessee; or
- (b) Lessee shall fail in the performance or observance of, or breach, any other term or provision of this Lease and such failure or breach shall continue for a period of sixty (60) days after notice by Lessor to Lessee (provided that, in the event any such failure or breach cannot, with due diligence, be cured within such sixty (60) day period, then Lessee shall have an additional period not to exceed an additional sixty (60) days to cure such failure or breach, as is reasonable under the circumstances, but only so long as Lessee diligently pursues such cure; or
- (c) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce to the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) (i) a court of competent jurisdiction shall enter an order, judgement or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (ii) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property of its leasehold interest in the premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgement, decree or appointment shall

remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

- (e) The Leased Premises (or any part thereof) becomes tax exempt and Lessee fails to pay to Lessor the reimbursement for lost tax revenue as required by the terms of this Lease.

Section 9.2. Remedies on Default.

- (a) Whenever any Event of Default shall have happened and be continuing and the Lessee is the defaulting party, the Lessor may take any one of the following remedial steps:
 - i. re-enter and take possession of the Leased Premises without terminating this Lease and without any liability to the Lessee for such entry and repossession, and, at its option, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublease in such subleasing and the rents and other amounts payable by the Lessee hereunder,
 - ii. terminate this Lease and, at its option, lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;
 - iii. take whatever action at law or in equity appears necessary to the Lessor to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease, or to terminate the Lease or exercise any other remedies available under law or in equity;
- b. Whenever any Event of Default shall have happened, upon any such termination, Lessee shall quit and peacefully surrender its interest in the Leased Premises to Lessor, and Lessor, upon and at any time after such termination, in accordance with applicable law, may re-enter and repossess the Leased Premises, without being subject to any prosecution therefor.
- c. Whenever any Event of Default shall have happened, at any time and from time to time after such termination of this Lease, Lessor may relet the Leased Premises or any part thereof for such term or terms and on such conditions as Lessor in its discretion may determine, and Lessor may collect and receive the rents therefor.
- d. Whenever any Event of Default shall have happened, no such termination of this Lease shall relieve Lessee of its liabilities and obligations under

this Lease, and such liabilities and obligations shall survive any such termination. In the event of any such termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall pay base rent and additional rent and taxes required to be paid under this Lease by Lessee up to the time of such termination. Thereafter, until the expiration of the Lease Term, Lessee shall pay to Lessor as liquidated damages for its default (a) ad valorem property taxes which would have been payable by Lessee under this Lease were it still in effect, less (b) the net proceeds of reletting, if any, effected pursuant to this Article, after deducting all reasonable expenses of Lessor in connection with such reletting including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and Lessor's expenses of re-entry, including reasonable attorney's fees and litigation costs. Lessee shall pay such liquidated damages on the days on which base rent and additional rent and taxes would have been payable under this Lease if it were still in effect.

- e. In addition to the remedies provided above, Lessor may elect to take possession of the Leased Premises after termination of this Lease and Lessor may recover from Lessee (a) the worth at the time of award of the unpaid ad valorem property taxes which was due and unpaid at the time of such terminations; plus (b) the worth at the time of award of the amount by which the unpaid ad valorem property taxes which would have been earned after termination until the time of award exceeds the amount of such tax loss that Lessee proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid ad valorem base tax and additional tax for the balance of the Lease Term after the time of award exceeds the amount of such tax loss that Lessee proves could be reasonably avoided; and (d) any such other expenses of reletting, including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and reasonable attorney fees and litigation costs. The "worth at the time of award" of the amounts referred to in subdivisions (a) and (b) is computed by allowing interest at the lesser of 10% per annum or the maximum rate which Lessor may lawfully charge Lessee. The worth at the time of award of the amount referred to in subdivision (c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent.
- f. In addition to the remedies provided above, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree or judgment compelling performance of any of the covenants, agreements,

conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

- g. In the event Lessor institutes against Lessee an action for possession, Lessee expressly waives the right to a trial by jury in any such action for possession.

Section 9.3. Agreement to Pay Attorney's Fees and Expenses. Should an Event of Default occur and the non-defaulting party employ attorneys or incur other expenses on the account of such Event of Default for collection of rents or the enforcement of performance or observance of any obligation or agreement contained herein on the part of the defaulting party, the parties agree that the non-prevailing party shall on demand therefore pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the prevailing party.

Section 9.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. Lessor's Right To Cure Default; Payments By Lessee.

- a. All Covenants and agreements to be kept or performed by Lessee under this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any reduction of rent, except to the extent, if any, otherwise expressly provided herein. If Lessee shall fail to perform any obligation under this Lease, and such failure shall continue in excess of an express grace or cure period, unless a specific time period is otherwise stated in this Lease, Lessor may, but shall not be obligated to, make any such payment or perform any such act on Lessee's part without waiving its rights based upon any default of Lessee and without releasing Lessee from any obligations hereunder.
- b. Except as may be specifically provided to the contrary in this Lease, Lessee shall pay to Lessor, upon delivery by Lessor to Lessee of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Lessor in connection with the remedying by Lessor of Lessee's defaults; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Lessor in collecting or attempting to collect the rent or in enforcing or attempting to enforce any rights of Lessor under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Lessee's obligations hereunder shall survive the expiration or sooner termination of the Lease Term.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1. Notices. Unless otherwise stated herein, all notices, certificate or other communications hereunder shall be in writing and shall be sufficiently given and shall be

deemed given when mailed by certified mail, return receipt requested, postage prepaid, to the address below or by personal delivery (including by courier) to the physical address or by facsimile with receipt confirmed:

(a) If to the Lessor: City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan
USA 48192
Attention: City Clerk

With a copy to City of Wyandotte
Attention: City Administrator

(b) If to the Lessee: Simeon Investment Company
Attn: Joseph Daly, President
3099 Biddle Avenue
Suite 310
Wyandotte, MI 48192

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses or facsimile numbers to which subsequent notices, certificates or other communications shall be sent if such notice, demand, request or other communication is personally delivered or faxed on a non-Business Day or after 4:00 p.m. in accordance with this Section 10.1, receipt thereof shall be deemed the next Business Day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Section 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and permitted assigns.

Section 10.3. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease Agreement valid and enforceable.

Section 10.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Lessor and the Lessee.

Section 10.5. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6. Captions. The captions and headings of this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 10.7. Recording of Lease. This Lease may be recorded at Lessee's expense.

Section 10.8. Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 10.9. Title to Improvements. During the term of the Lease, title to the improvements constructed by Lessee and the equipment and other items installed thereon and any alteration, change or addition thereto, shall remain solely in Lessee.

Section 10.10. Brokers. Lessor and Lessee represent and warrant that no broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease Agreement, its procurement or in the procurement of Lessor or Lessee. No person, firm, corporation or other entity is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. Lessor shall and does hereby indemnify and agree to hold Lessee harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessor's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. Likewise, Lessee shall and does hereby indemnify and agree to hold Lessor harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessee's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. The terms of this Section 10.11 shall survive any termination of this Lease Agreement.

Section 10.11. No Merger of Title. No merger of the leasehold estate created by this Lease Agreement with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Lease Agreement or any interest therein and the fee estate in the Leased Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Lease Agreement or the fee estate in the Leased Premises shall join in a written instrument effecting such merger and shall duly record the same.

Section 10.12. JURY WAIVER. THE PARTIES, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAWS, EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

Section 10.13. Bankruptcy. Lessor and Lessee acknowledge and agree that the provisions of this Section 10.13 shall control notwithstanding anything to the contrary contained in this Lease:

- (a) In the event that Lessee shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, 11 U.S.C 1 et seq. ("Bankruptcy Code"), and Lessee's trustee or Lessee shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section 10.13 are satisfied. If Lessee or Lessee's trustee shall fail to assume this Lease within sixty (60) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.
- (b) In the event that a voluntary petition for reorganization is filed by Lessee, or an involuntary petition is filed against Lessee under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Lessee's trustee of Lessee, as debtor-in-possession, must elect to assume this Lease within sixty (60) days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Lessee's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages, shall survive, whether or not this Lease shall be terminated.
- (c) No election by Lessee's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be effective unless each of the following conditions have been satisfied:
- i. Lessee's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Lessor with evidence satisfactory to Lessor that it will cure all defaults susceptible of being cured by the payment of money within ten (10) days from the date of such assumption and that it will cure all other defaults under this Lease which are susceptible of being cured by the performance of any act within thirty (30) days after the date of such assumption.
 - ii. Lessee's trustee or the debtor-in-possession has compensated, or has provided Lessor with evidence satisfactory to Lessor that, within ten (10) days from the date of such assumption, that it will compensate Lessor for any actual pecuniary loss incurred by Lessor arising from the default of Lessee, Lessee's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Lessor to Lessee's trustee or the debtor-in-possession.

- iii. Lessee's trustee or the debtor-in-possession (A) has provided Lessor with "Assurance", as hereinbelow defined, of the future performance of each of the obligations under this Lease of Lessee, Lessee's trustee or the debtor-in-possession, and (B) shall, in addition to any other security deposits held by Lessor, deposit with Lessor, as security for the timely payment of ad valorem property tax and for the performance of all other obligations of Lessee under this Lease, an amount equal to the total ad valorem taxes the previous tax year together with the increase for the current year based upon the increase due to inflation (at the rate then payable) and (C) pay in advance to Lessor on the first of each month one-twelfth (1/12) of Lessee's annual obligation for future ad valorem property taxes to be made by Lessee pursuant to this Lease. The obligations imposed upon Lessee's trustee or the debtor-in-possession by this Section 10.13 shall continue with respect by Lessee or any assignee of this Lease, after the conclusion of proceedings under the Bankruptcy Code.
 - iv. Such assumption will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.
- (d) For purposes of Section 10.13(c)(iii) hereof, Lessor and Lessee shall acknowledge that "Assurance" shall mean no less than:
- i. Lessee's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that sufficient funds will be available to fulfill the obligations of Lessee under this Lease; and
 - ii. To secure to Lessor the obligations of Lessee, Lessee's trustee or the debtor-in-possession and to assure the ability of Lessee, Lessee's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or nonmonetary, there shall have been: (A) sufficient cash deposited with Lessor, or (B) the bankruptcy court shall have entered an order segregating sufficient cash payable to Lessor, and/or (C) Lessee's trustee or the debtor-in-possession shall have granted to Lessor a valid and perfected first lien and security interest and/or mortgage in property of Lessee, Lessee's trustee or the debtor-in-possession, acceptable as to value and kind to Lessor.
- (e) In the event that this Lease is assumed in accordance with Section 10.13(b) hereof and thereafter Lessee is liquidated or files, or has filed against it, a subsequent

petition under any provision of the Bankruptcy Code or any similar statute for relief of debtors, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving Lessee notice of its election to so terminate within thirty (30) days after the occurrence of either such events.

- (f) If Lessee's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of this Section 10.13 for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Lessee. Lessor shall be entitled to receive all consideration for such assignment, whether cash or otherwise. As used in this Section 10.13(f) "adequate assurance of future performance" shall mean at least that clause (B) and (C) of Section 10.13(c)(iii) hereof and each of the following conditions, has been satisfied:
- i. The proposed assignee had furnished Lessor with a current financial statement audited by a certified public accountant determined in accordance with generally accepted accounting principles consistently applied indicating a credit rating, net worth and working capital in amounts which Lessor reasonably determines to be sufficient to assure the future performance of such assignee of Lessee's obligations under this Lease, but in no event indicating a net worth less than the net worth of the Lessee and any guarantors of this Lease, on the date of execution hereof.
 - ii. Such assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.
 - iii. The proposed assignment will not release or impair any guarantee under this Lease.
- (a) When pursuant to the Bankruptcy Code, Lessee's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises, such charges shall not be less than the provided for herein and all additional ad valorem property taxes payable by Lessee under this Lease (or reimbursement for any tax exempt event as required by this Lease) and shall be paid at the times and when due as though such charges were rent and additional rent.
- (b) Anything in this Lease to the contrary notwithstanding, neither the whole nor any portion of Lessee's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other similar person or entity, or otherwise by operation of law under the Bankruptcy Code or any similar federal statute now or hereinafter enacted, or under the laws of any

state, district or municipality having jurisdiction of the person or property of Lessee unless Lessor shall have consented to such transfer in writing, No acceptance by Lessor of rent, taxes or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Lessor nor shall it be deemed a waiver of Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without such consent.

- (c) Anything in this Lease to the contrary notwithstanding, Lessee covenants and agrees that this Lease is an extension of financial benefits and accommodations to Lessee which are uniquely personal in nature and such financial benefits and accommodations are a material inducement for Lessor's execution and delivery of this Lease and are an integral part of the consideration for this Lease.

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

[Signature Page(s) Follows]

City of Wyandotte, a Michigan Municipal Corporation

By: **Joseph R. Peterson, Mayor**

By: **Lawrence Stec, City Clerk**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph R. Peterson as Mayor and Lawrence Stec as City Clerk** for the City of Wyandotte, a Michigan Municipal Corporation and said that said instrument was signed on behalf of said corporation by authority of its City Council and said Mayor and City Clerk acknowledged this instrument to be the free act and deed of said corporation.

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

Simeon Investment Company

By: **Joseph Daly, President**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me personally appeared **Joseph Daly as President** of Simeon Investment Company, a Michigan Corporation, and said that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledges this instrument to be the free act and deed of said corporation.

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

Instrument Drafted By:

William R. Look
2241 Oak Street
Wyandotte, MI 48192

When Recorded Return To:

Joseph Daly
3099 Biddle Avenue, Suite 310
Wyandotte, MI 48192

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 5

ITEM: POAM Police Officer's Patrol Bargaining Unit - Tentative Agreements

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached for your review and approval are tentative agreements between the City of Wyandotte and the Police Officer's Association of Michigan (POAM) Wyandotte Patrol Officer's Bargaining Unit (Union) relating to the collective bargaining agreement for the period from January 1, 2021 through December 31, 2023.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Concur in the recommendation of the City Administrator and approve the tentative agreements between the City and POAM-Patrol Officer's Bargaining Unit as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase in the 2021FY budget of approximately \$41,000 in various payroll accounts. Budget amendment will be forthcoming.

IMPLEMENTATION PLAN: City Administrator will prepare the collective bargaining agreement which will be reviewed by the City's Labor Attorney and executed between the union leadership and the Mayor and City Council.

LIST OF ATTACHMENTS:

1. Tentative Agreements - Patrol

RESOLUTION

Item Number: #5
Date: December 21, 2020

RESOLUTION by Councilperson _____

Resolved by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the Police Officer's Association of Michigan (POAM) Wyandotte Police Patrol Officer's Bargaining Unit and further instructs the City Administrator to prepare the collective bargaining agreement for the period of January 1, 2021 through December 31, 2023, and further authorizes the Mayor and City Clerk to execute said agreement.

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
POAM Negotiations
December 14, 2020

30 *NS*
NS **Duration (Article 8):** January 1, 2021 through December 31, 2023

30 *NS*
NS **Committee Members (Article 9.2):** Up to ~~four (4)~~ **three (3)** members of the Committee may be released from work at one time, without loss of pay, and with department head approval for the purpose of negotiating and shall be permitted reasonable access to City work areas in order to conduct Union business as related to this contract. Committee members may be released from work only if it does not cause an overtime situation.

30 *NS*
NS **Wages (Article 17.3):** January 1, 2021 – 3.0%
January 1, 2022 – 3.0%
January 1, 2023 – 1.5%

30 *NS*
NS **Promotions (Article 15.1):** Qualification: Patrol officers who have completed seven (7) years of service by the end of the calendar year in which the test is given will be eligible to take the promotional examinations. ~~The~~ **City agrees to modify this eligibility requirement to take the promotional examination to five (5) years of service which may include one (1) year spent as a patrol officer in another jurisdiction for the duration of the 2021-2023 contract. This modification will sunset on December 31, 2023.**

30 *NS*
NS **Promotions (Article 15.2):** Frequency: Recognizing that testing frequency accommodations are sometimes necessary, the Department will conduct promotional examinations for the purpose of establishing promotional eligibility lists for the rank of Detective and Sergeant, **when a vacancy in those ranks occur, but no sooner than** every two (2) years from the date of the last test score certifications, but no later than two (2) years and six (6) months from the date of the last test score certification unless approval is received from both the Union and Police Administration.

30 *NS*
NS **Promotions (Article 15.5B):** Oral Examination: An oral board utilizing an outside, independent, interview panel consisting of ~~four (4)~~ **three (3)** certified police officers of the rank of the position sought or higher, plus the Chief, will be used. Each

Cody
J. Ruppel

Nick Stathakis *[Signature]*

member of the interview panel will have ~~four (4)~~ **five (5)** points for a total of twenty (20).

NS
JL
Promotions (Article 15.5C):

Seniority: A maximum of ten (10) points will be awarded for departmental seniority. **Candidates will earn points as follows:**

Under 7 years (if applicable):	6 points
7-9 years:	8 points
10+ years:	10 points

~~Candidates with lesser department seniority will be awarded points mathematically determined based upon the total calendar days of seniority as percentage of that of the most senior candidate.~~

NS
JL
Regulations and Use of Sick Time (Article 21.3J):

Employees must keep one hundred fifty (150) hours of sick time in their sick accrual balance to be eligible to work any voluntary overtime. **The City agrees to waive this requirement for the duration of the 2021-2023 contract. This waiver shall sunset on December 31, 2023.**

NS
JL
Personal Leave (Article 22.4):

Twenty-four (24) hours personal leave time, non-accumulative, may be taken per fiscal year. One personal leave day shall be granted regardless if an overtime situation is created. **An additional twelve (12) hours shall be granted and charged against the employee's accumulated sick leave. The charges against accumulated sick leave for this personal leave day will not affect the vacation bonus. Personal leave will not be allowed for special events identified in advance by the City.**

Note: Tentative agreement subject to acceptance of all issues.

nick stratakis


City: Jedd A. Ryzdel


CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 6

ITEM: COAM Police Command Officer's Bargaining Unit - Tentative Agreements

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached for your review and approval are tentative agreements between the City of Wyandotte and the Command Officer's Association of Michigan (COAM) Wyandotte Command Officer's Bargaining Unit (Union) relating to the collective bargaining agreement for the period from January 1, 2021 through December 31, 2023.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Concur in the recommendation of the City Administrator and approve the tentative agreements between the City and COAM-Wyandotte Command Officer's Bargaining Unit as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase in the 2021FY budget of approximately \$20,000 in various payroll accounts. Budget amendment will be forthcoming.

IMPLEMENTATION PLAN: City Administrator will prepare the collective bargaining agreement which will be reviewed by the City's Labor Attorney and executed between the union leadership and the Mayor and City Council.

LIST OF ATTACHMENTS:

1. TAs 21-23

RESOLUTION

Item Number: #6
Date: December 21, 2020

RESOLUTION by Councilperson _____

Resolved by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the Command Officer's Association of Michigan (COAM) Wyandotte Command Officer's Bargaining Unit and further instructs the City Administrator to prepare the collective bargaining agreement for the period of January 1, 2021 through December 31, 2023, and further authorizes the Mayor and City Clerk to execute said agreement.

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
COAM Negotiations
December 14, 2020

SD *ck* Duration (Article 4):

January 1, 2021 through December 31, 2023

SD *ck* Wages (Article 30):

January 1, 2021 – 3.0%
January 1, 2022 – 3.0%
January 1, 2023 – 1.5%

SD *ck* Promotions (Article 7.3B):

Eligibility: The City, at its option, or unless waived by the City, may require a four (4) year college degree in criminal justice or a related field from an institution of higher learning confirmed by the City as accredited for the position of Lieutenant. Persons holding the permanent rank of Sergeant or above as of January 1, 2002, are exempt from the degree requirements. The City agrees to waive the requirement for the duration of the ~~2016-2020~~ **2021-2023** contract. This waiver shall sunset on December 31, ~~2020~~ **2023**.

SD *ck* Promotions (Article 7.3C):

The date for certification of promotion lists shall be November 1st of each odd year; provided, promotion lists may be extended upon approval of the COAM and Police Administration. **Note that written examinations will only be conducted upon a vacancy in the rank of Lieutenant being identified by Police Administration.**

SD *ck* Personal Leave (Article 14.3):

Personal Leave Hours: Twenty-four (24) hours of personal leave time, non-accumulative, may be taken per **fiscal** year at the discretion of the administration of the department. Personal leave shall be granted provided that no overtime results from the action. ~~Personal leave hours will not be chargeable to the employee's sick leave or vacation leave. Personal leave hours run from October 1 to September 30 of each year.~~ The equivalent of one (1) normal work day, either twelve (12) hours, eight-and-one half (8.5) hours, or eight (8) hours, shall be granted regardless if an overtime situation is created. **An additional twelve (12) hours shall be granted and charged against the employee's accumulated sick leave. The charges against accumulated sick leave for this personal leave day will not affect the vacation bonus. Personal leave will not be allowed for special events identified in advance by the City.**

Note: Tentative agreement subject to acceptance of all issues.

City: *Sarah A. Dugdale*

CHARLES SEELEY
[Signature]
COAM President

12-15-20

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 7

ITEM: IAFF #356 (Fire) - Tentative Agreements

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached for your review and approval are tentative agreements between the City of Wyandotte and the IAFF Local #356 relating to the collective bargaining agreement for the period from January 1, 2021 through December 31, 2023.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Concur in the recommendation of the City Administrator and approve the tentative agreements between the City and IAFF Local #356 Bargaining Unit as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase in the 2021FY budget of approximately \$76,000 in various payroll accounts. Budget amendment will be forthcoming.

IMPLEMENTATION PLAN: City Administrator will prepare the collective bargaining agreement which will be reviewed by the City's Labor Attorney and executed between the union leadership and the Mayor and City Council.

LIST OF ATTACHMENTS:

1. tentative agreements 21-23

RESOLUTION

Item Number: #7
Date: December 21, 2020

RESOLUTION by Councilperson _____

Resolved by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the IAFF Local #356 and further instructs the City Administrator to prepare the collective bargaining agreement for the period of January 1, 2021 through December 31, 2023, and further authorizes the Mayor and City Clerk to execute said agreement.

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
IAFF Negotiations
December 1, 2020**

City Issues

- 30 ~~30~~ **Duration (Article XVIII):** January 1, 2021 through December 31, 2023
- 30 ~~30~~ **Wages (Article VI, 1):** January 1, 2021 – 2.25%
January 1, 2022 – 2.25%
January 1, 2023 – 1.00%
- 30 ~~30~~ **Pensions (Article XIX, 7):** Effective January 1, 2021
- City contribution twelve percent (12%)
- Employee contribution six percent (6%)
- 30 ~~30~~ **Hazardous Materials Team Training (Article VI, 7):** Change title to "Downriver Mutual Aid Specialty Teams"
- 30 ~~30~~ **Vacations (Article VIII):** Eliminate
- Section 2 and first paragraph of Section 3 relative to a required summer vacation
- Section 4 relative to Christmas
- Section 5 relative to Single Vacation Days
- 30 ~~30~~ **Sick Leave (Article X, 1, B(2)):** The minimum use of Family Sick Leave is four (4) hours per incident/usage, if the incident causes overtime.
- 30 ~~30~~ **Funeral Leave (Article X, 1, C):** Change title to "Bereavement Leave" and add "memorial" to eligible events along with funeral and burial.
- 30 ~~30~~ **Personal Leave (Article X, 1(D)):** Three (3) Personal Leave days (1st Day free, cannot result in additional costs to the City). Can be taken in one (1) hour increments.
- 30 ~~30~~ **Sergeant/Engineer (Various):** Eliminate language throughout CBA. Existing employees grandfathered.
- 30 ~~30~~ **Driver Step Up Pay:** See attached memorandum from Fire Chief

Note: Tentative agreement subject to acceptance of all issues.

City: *Scott A. Drysdale*

Jeremy Motew *Daniel Hank* *Rich Coyne* *Bob Lee*

Wyandotte Fire Department

Office of the Chief

Memo

To: Fire Department Personnel
From: Chief Daniel Wright
Date: 12/1/2020
Re: Driver's Pay

Upon the expiration of the current Collective Bargaining Agreement employees of the Wyandotte Fire Department will no longer be additionally compensated for driving a fire department vehicle or apparatus. This practice, commonly referred to as "Driver's Pay", will be permanently terminated effective 0000 hours on January 1, 2021.

Sincerely,


Daniel Wright, Fire Chief
City of Wyandotte

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 8

ITEM: General Increase - Full-time, Non-union Employees

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Full-time, non-union employees have not received a general increase in wages since January 1, 2018. It is recommended that full-time, non-union employees be granted a general increase of 2.0% on January 1, 2021.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Concur with recommendation.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Increase in the 2021FY budget of approximately \$55,000 in various payroll accounts. Budget amendment will be forthcoming.

IMPLEMENTATION PLAN: City Administrator will coordinate payroll changes.

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #8
Date: December 21, 2020

RESOLUTION by Councilperson _____

Resolved by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the general increase of 2.0% for all eligible, full-time, non-union employees effective January 1, 2021.

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: 12/21/2020

AGENDA ITEM # 9

ITEM: Fire Department Purchase of Power Load Stretchers

PRESENTER: Daniel Wright, Fire Chief

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The request is for the purchase of two Stryker Power Pro XT stretchers with two Stryker Power Load systems for the fire department's two transporting advanced life support ambulances. These stretchers are capable of lifting patients up to 700 pounds and loading them into the ambulance requiring zero lifting for our personnel. Over the past two years we have seen four of our fire fighters sustain significant injuries directly from the lifting of patients using our current manual stretchers. This has resulted in all four of these employees missing a month or more of work and two them requiring surgical interventions to remedy their injuries. The Wyandotte Fire Department responds to over 2800 emergency medical calls annually. Without an update and improvement of the stretchers it stands to reason that this is a scenario that will replicate itself in the future. This equipment will also meet the most current safety standards for moving and ambulance transport of patients.

This purchase will total \$72,106.04 for the purchase of the complete system for both ambulances. Stryker Medical of Chicago, IL is the manufacturer and sole source vendor of this equipment.

STRATEGIC PLAN/GOALS: To support the fire department in providing the highest quality and safest services for the citizens and visitors to the City of Wyandotte as well as our employees.

ACTION REQUESTED: City Council approval for the purchase of two Stryker Power Pro XT stretchers with two Stryker Power Load systems.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds provided for and approved in the current FY2021 budget. Account #402-336-850-540

IMPLEMENTATION PLAN: If approved by Council the equipment will be ordered and installed into the two fire department ambulances as soon as the installer can schedule the installation.

LIST OF ATTACHMENTS:

1. Stryker Updated Demo Quote EV+ 10.29

2. 2020 Power-PRO XT Sole Source Letter

RESOLUTION

Item Number: #9
Date: December 21, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Fire Chief to purchase two Stryker Power Pro XT stretchers and two Stryker Power Load systems from Stryker Medical of Chicago, IL in the amount of \$72,106.04.

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	_____



Powered System

Quote Number: 10199616

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: WYANDOTTE FIRE DEPT

Rep: Jamie Smith

Attn:

Email: jamie.smith@stryker.com

Phone Number:

Mobile: (269) 303-1257

Quote Date: 10/28/2020

Expiration Date: 01/27/2021

Delivery Address

Name: WYANDOTTE FIRE DEPT

Account #: 1188581

Address: 266 MAPLE ST AVE

WYANDOTTE

Michigan 48192

End User - Shipping - Billing

Name: WYANDOTTE FIRE DEPT

Account #: 1188581

Address: 266 MAPLE ST AVE

WYANDOTTE

Michigan 48192

Bill To Account

Name: EMER VEHICLES PLUS

Account #: 1195357

Address: 670 E 16TH ST

HOLLAND

Michigan 49423-3738

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	2	\$20,233.20	\$40,466.40
2.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	2	\$16,319.82	\$32,639.64
3.0	TR-SMCOT-PPXT	TRADE-IN-STRYKER MANUAL COT TOWARDS PURCHASE OF POWERPRO XT	2	-\$500.00	-\$1,000.00
Equipment Total:					\$72,106.04

Price Totals:

Grand Total: \$72,106.04

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



Powered System

Quote Number: 10199616

Version: 1

Prepared For: WYANDOTTE FIRE DEPT

Attn:

Quote Date: 10/28/2020

Expiration Date: 01/27/2021

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Jamie Smith

Email:

jamie.smith@stryker.com

Phone Number:

Mobile:

(269) 303-1257

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Zac Jordan – Marketing Manager
Stryker Medical
3800 E. Centre Ave. Portage, MI 49002



Date: January, 2020

Re: Power-PRO Ambulance Cot Sole Source Information

To Whom It May Concern,

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-PRO XT ambulance cot (Model 6506). This correspondence is to inform you of the characteristics of the Power-PRO ambulance cot. These characteristics can be broken down into two primary categories: Independent Qualification and Ease of Use and Maintenance

Independent Qualification

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-PRO XT cot conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-LOAD cot fastener and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.

Ease of Use and Maintenance

- The cot has a weight capacity of 700 lbs.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or patient.
- The battery is placed at the foot-end of the stretcher.
- The cot legs power-retract in 2.4 seconds which speeds load time.
- The cot provides a load height of 36" and is operator adjustable to match the deck height of individual ambulances.
- The foot-end of the cot provides lifting bars and operator controls at two different heights, thus providing optimum ergonomics to most operator heights.
- The foot-end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The model 6506 has 6" x 2" sealed casters and bearings.
- The cot features a foot-end mounted hourly usage meter. This tool can be used to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), thus eliminating aluminum oxidation throughout the cot.
- All caster bearings are sealed.
- The cot is power-washable.

Please contact your Sales Representative for further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zac Jordan".

Zac Jordan
Marketing Manager

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 10

ITEM: Hiring-Full-time Animal Control Officer

PRESENTER: Brian Zalewski

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Downriver Central Animal Control Consortium (DCAC) recently accepted applications for the position of full-time Animal Control Officer (ACO). After review of the applicants, background investigation and formal interviews, I am requesting to hire Brian Kocsis for the the position of full-time ACO. Brian was interviewed by Police Lieutenant Neil Hunter and ACO Sarah Pappas, they agreed that he would be the best candidate for the position.

Brian is excited to become part of the DCAC, he is a resident of Wyandotte and a member of the Army Air National Guard.

This full-time ACO hiring was approved by the Police Commission at their December 8th, 2020, meeting.

STRATEGIC PLAN/GOALS: To provide the finest service to the communities involved in the Downriver Central Animal Control Consortium

ACTION REQUESTED: Concur with the Chief of Police to hire Brian Kocsis as a full-time Animal Control Officer with the Downriver Central Animal Control Consortium.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds for the salary/benefits for this position are budgeted in the DCAC budget account 101-303-725-110. Brian Kocsis would be filling a vacant position created by the resignation of full-time ACO Madison McKenzie.

IMPLEMENTATION PLAN: The Human Resource and Finance Department will coordinate the hiring and implementation of benefits for this position

LIST OF ATTACHMENTS:

1. Kocsis-Employment Application

RESOLUTION

Item Number: #10
Date: December 21, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE CITY COUNCIL that council concurs with the determination that the vacancy exists for the position of Animal Control Officer and the Council authorizes the filling of such vacancy and

FURTHER RESOLVED BY THE CITY COUNCIL that Brian Kocsis is being offered full-time employment as an Animal Control Officer at level 27A contingent upon his successful completion of a physical exam and drug screen

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, Michigan 48192

APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

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

EMPLOYMENT DESIRED

Position applied for Full Time Animal Control Officer

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

Other position you would consider _____

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

Date you can start 01 December 2020 Wage expected \$ 15/hr

PERSONAL INFORMATION

Name Koosis Brian Michael
First Middle

Address Wyandotte MI 48192
Street City State Zip

Phone Number _____ Email _____

Other last names used while working, if any _____

Are you a U.S. Citizen? Yes No

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

Have you ever been convicted of a crime? Yes No

If yes, please give specifics _____

Are there any felony charges pending against you? No

If yes, please give specifics _____

Have you ever served in the U.S. Military? Yes No If yes, indicate branch Army (MI National Guard)

Dates of duty: From 12 / 09 / 2016 To Present / / Type of Discharge N/A
Month Date Year Month Date Year

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

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

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

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

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

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

Yes No If yes, indicate names and dates: Gerald Fivecoat - current

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

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

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

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

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Jamie Malnar Phone Number () _____

Address _____
street City State Zip
Woodhaven MI 48183

PERSONAL REFERENCES

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
<u>Katelyn Losey</u>		
<u>Zachary Goodale</u>		
<u>Brendon Metzger</u>		

EDUCATION

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

Bachelor's of Science in Psychology, 4 years military experience, CPL License, 5 months Security Officer experience

	Name of School	City/State	Degree	Major
High School	Theodore Roosevelt H.S.	Wyandotte, MI	Diploma	N/A
College	Eastern Michigan University	Ypsilanti, MI	Bachelor's of Science Psychology	Psychology Minor: Leadership & Military Studies
Other	Field Artillery Basic Officers Leadership Course	Fort Sill, OK	N/A	N/A

EMPLOYMENT HISTORY

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

Company Name G4S Secure Solutions Employed from 07/2020 to Present
 Address 22670 Haggerty Rd. Farmington Hills MI 48335
Street City State Zip
 Type of Business Security Name of Supervisor Kalicon Washington
 Phone Number 248 986 0965 Starting Salary \$18/hr Final Salary \$18/hr
 Position Bank Protection Officer Reason for leaving Bank contract lost first locations
 Duties Performed Armed guard, unarmed guard, access control, customer interaction, Post monitoring
 If presently employed, may we contact your supervisor? Yes No

Company Name Michigan Army National Guard Employed from 09/2018 to Present
 Address 3030 McGraw St. Detroit MI 48208
Street City State Zip
 Type of Business National Guard Name of Supervisor Captain Ryan Benoit
 Phone Number 586 484 2213 Starting Salary \$6,794/yr Final Salary \$8,548/yr
 Position Firing Platoon Leader Reason for leaving Will not be leaving/paft time service obligation
 Duties Performed Resiliency Trainer, Convoy Commander, Platoon Leader, Assistant Executive Officer, Weapons Coordinator, Officer in Command
 Have you ever been suspended or discharged from employment? Yes No
 If yes, please explain _____

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

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

APPLICANTS FOR UNION POSITIONS

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

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

Dated: 11/22/2020 Signature: Brian Kocis

APPLICANTS FOR NON-UNION POSITIONS

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

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

Dated: 11/22/2020 Signature: Brian Kocis

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 11

ITEM: Intergovernmental Cooperative Bid Award for 2021 Water Service Line Replacements

PRESENTER: Justin Ptak, Interim Water Department Superintendent

INDIVIDUALS IN ATTENDANCE: Paul LaManes – GM

BACKGROUND: In 2018, the State of Michigan implemented a revised Lead and Copper Rule that required replacement of all existing lead service lines. Starting in 2021 the Water Department will be required to replace approximately 40 lead services a year, for 20 years. On August 17, 2020 the City of Riverview solicited bids, in a cooperative effort with the City of Wyandotte, for the lead service replacement in both cities. The bids were opened and read aloud on October 29, 2020. Four (4) vendors responded to the invitation to bid. Upon request, the lowest bidder could not provide any relevant work references making them, an unqualified bidder. Based upon the bid amounts, discussion with the second lowest bidder and checked reference comments, it is recommended that the bid for the lead services replacement for the cities of Riverview and Wyandotte be awarded to the lowest qualified bidder meeting specifications, D&D Water / Sewer of Canton, Michigan, in the amount of \$327,500.00 plus 10% contingency of \$32,750.00 for a total of \$360,250.00.

Bids were requested on an Intergovernmental Cooperative basis with the City of Riverview, as allowed by the established City of Wyandotte procurement procedures. A cooperative bid was used to create a demand large enough to encourage contractors to offer their services at the lowest available price for the combined number of replacements needed.

Summary of Bids (excludes 10% contingency)

RDC Construction Services \$242,800

D&D Water/Sewer \$327,500

Bidigare Contractors \$374,950

Season Underground \$466,900

STRATEGIC PLAN/GOALS: Improving water distribution facilities

ACTION REQUESTED: Concur with the Municipal Services Commission in approval for cooperative bid award to D&D Water/Sewer in the bid amount of \$327,950 plus a

10% contingency of \$ 32,795 for a total of \$ 360,745, as recommended by WMS Management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Approved FY2021 Capital Budget - Water Capital Service Lines Fund Acct # 592-000-970-000-1035WA = \$400,000

IMPLEMENTATION PLAN: Subsequent Council concurrence, finalize cooperative bid award to D&D Water/Sewer subsequent to contract review by City Attorney

LIST OF ATTACHMENTS:

1. 12.16.2020 Water Service Line Replacement Bid Award_3

RESOLUTION

Item Number: #11
Date: December 21, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Wyandotte City Council that Council concurs with the Municipal Services Commission, a majority thereto concurring in the following resolution,

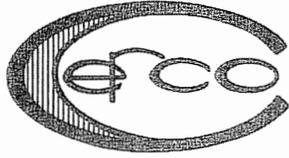
A resolution authorizing the Intergovernmental Wyandotte/Riverview cooperative bid award to D&D Water/Sewer, the lowest qualified bidder, for Water Service Line Replacement during calendar 2021, in an amount not to exceed \$360,250.00, inclusive of contingency, as recommended by WMS management.

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	_____



C. E. Raines Company

civil engineers / surveyors

November 24, 2020

Mr. Rob McMahon, Finance Director
City of Riverview
14100 Civic Park Drive.
Riverview, MI 48193

RE: Bid Results and References Checks for the Replacement of the Lead Services for the
Cities of Riverview and Wyandotte.
CERCO Job No. RV-220 / Riverview BID No. 2473

Dear Mr. McMahon:

We have reviewed the bids opened on October 29, 2020 and received from four (4) bidders on the above-referenced project. Following is a list of the four (4) bidders and their corresponding bid prices as verified:

<u>BIDDERS</u>	<u>BID PRICE</u>
RDC Construction Services	\$ 242,800.00
D&D Water/Sewer	\$ 327,500.00
Bidigare Contractors	\$ 374,950.00
Season Underground	\$ 466,900.00

We have also met with RDC, the low bidder, and discussed the bid price and the absence of relevant references from RDC on lead services replacement projects. We have afterward requested and checked references on the second bidder, D&D Water/Sewer. Their references were all positive.

Based on our review of the bids, discussion with the low bidder about the bid price and absence of relevant references from the low bidder on lead services replacement project, we leave it up to the city of Riverview to decide on the award of the contract.

Please find attached, for your review the Following:

- Bid tabulation of the four (4) bidders;
- List of provided references and references comments for RDC;
- List of Provided references and references comments for D&D Water/Sewer.

Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

C. E. RAINES COMPANY

City of Riverview Engineers



Souheil Sabak, P.E.

City Engineer

Attachment: Bid Tabulation

Cc: Mr. Douglas Drysdale, City of Riverview, City Manager
Ms. Cindy Hutchison, City of Riverview, City Clerk
Mr. Jeff Webb, City of Riverview, DPW Director
Mr. Justin Ptak, City of Wyandotte, Interim DPW Director



**REPLACEMENT OF THE LEAD SERVICES
FOR THE CITIES OF
RIVERVIEW AND WYANDOTTE**

City of Riverview Bid No. 2473
C. E. Raines Company Job No. RV-220
BID TABULATION
BID DEADLINE: October 29, 2020; 2:00 p.m.

SECTION I - BASE BID

				RDC Constr Services		D & D Water/Sewer		Bidigare Contractors		Season Underground	
Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount
1	If necessary, remove, salvage and reinstall Traffic Signs	Ea	3	\$ 100.00	\$ 300.00	\$ 250.00	\$ 750.00	\$ 150.00	\$ 450.00	\$ 2,000.00	\$ 6,000.00
2	If necessary, Remove, salvage and reinstall Mail Boxes	Ea	2	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
3	Misc. clearing, grubbing and tree removal, Less than 6 inch	Ls	2	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00
4	If necessary, Tree, Rem, 6 inch to 18 inch	Ea	3	\$ 800.00	\$ 2,400.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
5	Full Lead Water Service Replacement, Long Side, from main to residential water meter inside the house, 1" k Copper	Ea	15	\$ 3,875.00	\$ 58,125.00	\$ 4,300.00	\$ 64,500.00	\$ 5,800.00	\$ 87,000.00	\$ 6,250.00	\$ 93,750.00
6	Full Lead Water Service Replacement, Short Side, from main to residential water meter inside the house, 1" k Copper	Ea	15	\$ 3,200.00	\$ 48,000.00	\$ 3,700.00	\$ 55,500.00	\$ 4,000.00	\$ 60,000.00	\$ 5,000.00	\$ 75,000.00
7	Partial Lead Water Service Repl, Long Side, from main to curb stop, 1" k Copper	Ea	5	\$ 1,785.00	\$ 8,925.00	\$ 3,500.00	\$ 17,500.00	\$ 4,000.00	\$ 20,000.00	\$ 3,250.00	\$ 16,250.00
8	Partial Lead Water Service Repl, Short Side, from main to curb stop, 1" k Copper	Ea	5	\$ 1,200.00	\$ 6,000.00	\$ 2,000.00	\$ 10,000.00	\$ 2,900.00	\$ 14,500.00	\$ 2,000.00	\$ 10,000.00
9	Partial Lead Water Service Replacement from curb stop to residential water meter inside the house, 1" k Copper	Ea	10	\$ 2,250.00	\$ 22,500.00	\$ 3,500.00	\$ 35,000.00	\$ 4,200.00	\$ 42,000.00	\$ 3,250.00	\$ 32,500.00
10	Remove & Replace service stop box, 1 inch valve	Ea	50	\$ 300.00	\$ 15,000.00	\$ 500.00	\$ 25,000.00	\$ 472.00	\$ 23,600.00	\$ 150.00	\$ 7,500.00
11	Remove exist. walk and replace with Conc Pavt, Nonreinf, 4 inch, MDOT Grade S1 on new 4 inch Class II sand	Sft	1,250	\$ 6.00	\$ 7,500.00	\$ 10.00	\$ 12,500.00	\$ 10.00	\$ 12,500.00	\$ 7.00	\$ 8,750.00
12	Remove exist. driveway pavement and replace with Conc Pavt, Nonreinf, 6 inch, MDOT Grade P1 on new 6 inch MDOT 21AA Crushed Limestone	Syd	150	\$ 70.00	\$ 10,500.00	\$ 70.00	\$ 10,500.00	\$ 70.00	\$ 10,500.00	\$ 95.00	\$ 14,250.00

**REPLACEMENT OF THE LEAD SERVICES
FOR THE CITIES OF
RIVERVIEW AND WYANDOTTE**

City of Riverview Bid No. 2473
C. E. Raines Company Job No. RV-220

BID TABULATION

BID DEADLINE: October 29, 2020, 2:00 p.m.

SECTION I - BASE BID (CONTINUE)

				RDC Constr Services		D & D Water/Sewer		Bidigare Contractors		Season Underground	
Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount
13	Remove exist. road pavement and replace with Conc Pavt, Nonreinf, 8 inch, MDOT Grade P1 on new 6 inch MDOT 21AA Crushed Limestone	Syd	750	\$ 48.00	\$ 36,000.00	\$ 90.00	\$ 67,500.00	\$ 100.00	\$ 75,000.00	\$ 95.00	\$ 71,250.00
14	Repair Sprinkler Pipe, As necessary, Per Lot	Ea	10	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00	\$ 125.00	\$ 1,250.00	\$ 50.00	\$ 500.00
15	Erosion Control, Inlet Filter Protection	Ea	5	\$ 30.00	\$ 150.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
16	Restoration with Sod and Clean-up	Sft	10,000	\$ 2.50	\$ 25,000.00	\$ 2.00	\$ 20,000.00	\$ 2.00	\$ 20,000.00	\$ 11.50	\$ 115,000.00
17	Traffic Maintenance and Control	Ls	1	\$ 300.00	\$ 300.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
				TOTAL:	\$ 242,800.00	TOTAL:	\$ 327,500.00	TOTAL:	\$ 374,950.00	TOTAL:	\$ 466,900.00

**REPLACEMENT OF THE LEAD SERVICES
FOR THE CITIES OF
RIVERVIEW AND WYANDOTTE**

City of Riverview Bid No. 2473
C. E. Raines Company Job No. RV-220

BID TABULATION

BID DEADLINE: October 29, 2020; 2:00 p.m.

SECTION II - ALTERNATE BID PRICE

Item	Description	Unit	Estimated Quantity	RDC Constr Services		D & D Water/Sewer		Bidigare Contractors		Season Underground	
				Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount
5	Substitute Item 5, Full Lead Water Service Replacement, Long Side, from main to residential water meter inside the house, 1-inch diameter ASTM 2337, SDR-9 polyethylene, 200 psi plastic water service	Ea	15	\$ 3,550.00	\$ 53,250.00	\$ 4,000.00	\$ 60,000.00	\$ 5,700.00	\$ 85,500.00	\$ 5,800.00	\$ 87,000.00
6	Substitute Item 6, Full Lead Water Service Replacement, Short Side, from main to residential water meter inside the house, 1-inch diameter ASTM 2337, SDR-9 polyethylene, 200 psi plastic water service	Ea	15	\$ 1,900.00	\$ 28,500.00	\$ 3,300.00	\$ 49,500.00	\$ 3,900.00	\$ 58,500.00	\$ 4,650.00	\$ 69,750.00
7	Substitute Item 7, Partial Lead Water Service Repl, Long Side, from main to curb stop, 1-inch diameter ASTM 2337, SDR-9 polyethylene, 200 psi plastic water service	Ea	5	\$ 1,500.00	\$ 7,500.00	\$ 3,200.00	\$ 16,000.00	\$ 3,900.00	\$ 19,500.00	\$ 3,000.00	\$ 15,000.00
8	Substitute Item 8, Partial Lead Water Service Repl, Short Side, from main to curb stop, 1-inch diameter ASTM 2337, SDR-9 polyethylene, 200 psi plastic water service	Ea	5	\$ 900.00	\$ 4,500.00	\$ 1,800.00	\$ 9,000.00	\$ 2,800.00	\$ 14,000.00	\$ 1,850.00	\$ 9,250.00
9	Substitute Item 9, Partial Lead Water Service Replacement from curb stop to residential water meter inside the house, 1-inch diameter ASTM 2337, SDR-9 polyethylene, 200 psi plastic water service	Ea	10	\$ 1,900.00	\$ 19,000.00	\$ 3,200.00	\$ 32,000.00	\$ 4,100.00	\$ 41,000.00	\$ 3,000.00	\$ 30,000.00
13	Substitute Item 13, Misc HMA, 5E10 Super Pave, Wearing Course, 2" thick	Syd	750	\$ 18.00	\$ 13,500.00	\$ 120.00	\$ 90,000.00	\$ 35.00	\$ 26,250.00	\$ 40.00	\$ 30,000.00
13	Substitute Item 1, Misc HMA, 4E10 Super Pave, Leveling Course, 4" thick	Syd	750	\$ 24.00	\$ 18,000.00	\$ 150.00	\$ 112,500.00	\$ 65.00	\$ 48,750.00	\$ 30.00	\$ 22,500.00
16	Substitute Item 16, Restoration with Seed and Mulch, Clean-up	Sft	10,000	\$ 0.75	\$ 7,500.00	\$ 1.50	\$ 15,000.00	\$ 2.00	\$ 20,000.00	\$ 7.50	\$ 75,000.00

**REPLACEMENT OF THE LEAD SERVICES
FOR THE CITIES OF
RIVERVIEW AND WYANDOTTE**

City of Riverview Bid No. 2473
C. E. Raines Company Job No. RV-220

BID TABULATION

BID DEADLINE: October 29, 2020, 2:00 p.m.

SECTION II - ALTERNATE BID PRICE (CONTINUE)

				RDC Constr Services		D & D Water/Sewer		Bidigare Contractors		Season Underground	
Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount	Unit Price	Estimated Total Amount
18	Extend the plumbing in the basement, if it is necessary, to bring the water meter closer to the water service entry point	Ea	5	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,500.00	\$ 7,500.00	\$ 500.00	\$ 2,500.00
19	Provide Electrical Grounding, where is needed, per the latest Electrical codes	Ea	30	\$ 50.00	\$ 1,500.00	\$ 500.00	\$ 15,000.00	\$ 250.00	\$ 7,500.00	\$ 500.00	\$ 15,000.00
20	A Plumbing Permit might be needed in some cases, Contractor must pull a plumbing permit as required. Permit and inspection fees will be reimbursable by the Owner at cost	Ls	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000	\$ 2,000.00

RV-220 REFERENCE CHECK

Contractor: **RDC CONSTRUCTION**

Project: City of Ecorse Demolition

Contact: Terri Beaumont (313) 386-2400

Nature of Project: Residential Demolition : NO WATER SERVICE WORK

Completed on Time: Yes

Extras: None

Quality of Work: On a scale of 1 to 5, 5

Work performed in an organized manner? Yes

How was their daily housekeeping ? Good, always left site secured

Was the contractor responsible for entering private property to perform any work? no

How was their interaction with the private individuals? pretty good

Payment of Subs: None Used

Attitude of Contractor: Very good

Positives: Thorough completion, professional, easy to work with

Negatives: None

Would you hire again? Yes Job Bonded: Yes Cost: 10 to 20 thousand per house

RV-220 REFERENCE CHECK

Contractor: **RDC CONSTRUCTION**

Project: Demolition; Wayne County

Contact: Lucius Anthony (616) 550-6552

Nature of Project: Residential Demolition : NO WATER SERVICE WORK

Completed on Time: Yes

Extras: None within scope of work, only outside of scope

Quality of Work: So far, so good, no complaints.

Work performed in an organized manner? __ Paperwork and communication lacked

How was their daily housekeeping ? __ No complaints

Was the contractor responsible for entering private property to perform any work? __ no

How was their interaction with the private individuals? __ Not much interaction

Payment of Subs: None Used

Attitude of Contractor: Willing to help out, reasonable

Positives: Flexible, self managing, follows up in a timely manner

Negatives: Weak on administrative tasks

Would you hire again? Yes Job Bonded: Yes Cost: 18 to 60 thousand per house

RV-220 REFERENCE CHECK

Contractor: **RDC CONSTRUCTION**

Project City of Warren Sidewalk and Road Repair_____

Contact: Janine Haymond (586 212 2759)

Nature of Project: City wide sidewalk and street repairs : NO WATER SERVICE WORK

Completed on Time: Yes

Extras: Yes, owner added locations

Quality of Work: Good, great.

Work performed in an organized manner? Yes

How was their daily housekeeping ? Very good

Was the contractor responsible for entering private property to perform any work? Sometimes

How was their interaction with the private individuals? Good, very respectful

Payment of Subs: Concrete sub, no problems

Attitude of Contractor: Good

Positives: Efficient, stayed on job till complete

Negatives: None

Would you hire again? Yes _____ Job Bonded: Yes _____ Cost: \$5000,000 to \$1,000,000

RV-220 REFERENCE CHECK

Contractor: D&D Water & Sewer, Inc.

Project: As Needed Water Service Replacement : St. Claire Shores

Contact: Russ Miller (586) 298-7849

Nature of Project: Lead Service line Replacement

Completed on Time: Absolutely, received multiple resident comments

Extras: none

Quality of Work: outstanding

Work performed in an organized manner? Yes,

How was their daily housekeeping? They left a minimal footprint for the type of work.

Was the contractor responsible for entering private property to perform any work? yes

How was their interaction with the private individuals? No complaints, all positive feedback from residents

Payment of Subs: none used

Attitude of Contractor: absolutely positive

Positives: reliability of scheduling

Negatives: none

Would you hire again? yes Job Bonded: yes Cost: Unknown

RV-220 REFERENCE CHECK

Contractor: **D&D Water & Sewer, Inc.**

Project: Redford Twp Water Main Replacement Phase XIII

Contact: Paul Horen (313) 387-2670

Nature of Project: Water main and service line replacement

Completed on Time: Yes

Extras: none

Quality of Work: top notch

Work performed in an organized manner? Yes,

How was their daily housekeeping? Top notch

Was the contractor responsible for entering private property to perform any work? yes

How was their interaction with the private individuals? excellent, very professional

Payment of Subs: none used

Attitude of Contractor: very positive

Positives: professional, good work ethic

Negatives: none

Would you hire again? yes Job Bonded: yes Cost: Unknown

RV-220 REFERENCE CHECK

Contractor: **D&D Water & Sewer, Inc.**

Project: Garden City Lead Water Service Replacement Program

Contact: Steve Mahalek (734) 793-1810

Nature of Project: Lead Water Service Line Replacement

Completed on Time: Yes

Extras: none

Quality of Work: Excellent

Work performed in an organized manner? Yes,

How was their daily housekeeping? Really good.

Was the contractor responsible for entering private property to perform any work? yes

How was their interaction with the private individuals? Very professional

Payment of Subs: None used

Attitude of Contractor: Great, professional

Positives: Followed through on schedule, very reliable

Negatives: none

Would you hire again? yes Job Bonded: yes Cost: Unknown

RV-220 REFERENCE CHECK

Contractor: **D&D Water & Sewer, Inc.**

Project: Dearborn Heights Water Main Replacement 2016 to present

Contact: John Selmi (313) 791-6000

Nature of Project: Water Main and Services Replacement

Completed on Time: Yes

Extras: none

Quality of Work: Very good

Work performed in an organized manner? Yes

How was their daily housekeeping? Very good.

Was the contractor responsible for entering private property to perform any work? yes

How was their interaction with the private individuals? Very professional

Payment of Subs: None used

Attitude of Contractor: Professional

Positives: Sticks to his schedule

Negatives: none

Would you hire again? yes Job Bonded: yes Cost: Unknown

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 12

ITEM: 2021 Welcome to Wyandotte Today Agreement

PRESENTER: Heather A. Thiede-Champlin

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Professional, creative and informative marketing is vital to attracting potential residents, businesses and partners of the City of Wyandotte. We will be contracting with Community Publishing again this year to publish our Welcome to Wyandotte Today magazine that encompasses all yearly marketing material the Special Events Office produces in 2021.

This magazine will be a Wyandotte guide that will be given to new residents, potential businesses and distributed to all Wyandotte and Grosse Ile residents. We feel this will be a wonderful partnership and are looking forward to working with them!

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Calendar Expense Account - \$3,000
285-225-2925-820

DDA Expense Accounts - \$ 6,000 499-200-925-804

Municipal Services- \$3,000

Other Department Expense Accounts - \$3,000

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

LIST OF ATTACHMENTS:

1. CPM Welcome to Wyandotte Magazine 2021 Proposal

RESOLUTION

Item Number: #12
Date: December 21, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2021 Welcome to Wyandotte Today magazine.

Calendar Expense Account - \$3,000 285-225-2925-820

DDA Expense Accounts - \$ 6,000 499-200-925-804

Municipal Services- \$3,000

Other Department Expense Accounts - \$3,000

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	_____

**Community Publishing & Marketing
2021 TODAY Magazine Sponsorship
Prepared for the City of Wyandotte**

Welcome to Wyandotte TODAY 2021 Magazine Sponsorship

Our TODAY Magazines run quarterly and work in collaboration with the Cities and their intra-departments, the DDA, the school districts, the chambers and the many businesses & residents to facilitate and deliver the Community's message for free to every residence and business within their respective area.

Strategy

This marketing plan is to produce (create, design, layout, print, bind and mail) a 100+ page full size full color Magazine that showcases all of Wyandotte to its community residences and businesses as well as a few select surrounding places and areas. It is our mission and distinct honor to work hand and hand with the City of Wyandotte, its Department of Recreation Leisure & Culture, its DDA, etc. to collaborate and formulate a production and marketing strategy that facilitates the entire production process for the Welcome to Wyandotte TODAY 2021 Magazine. CPM will also provide the entire full scale advertising effort (with the assistance of the various City Departments' help and cooperation) in order to absorb a large portion of the project before us. The City of Wyandotte will also subsidize this project with a \$15,000 contribution.

Specs:

- 19,000 magazines (approximately 17,500 mailing to all residences and businesses in the City of Wyandotte and Grosse Ile and balance (approx. 1,500) delivered to 1 location at the City of Wyandotte's discretion)
- 96 page + 4 page cover or 112 page + 4 page cover (TBD depending on advertising and editorial)
- Text: 60# c2s satin text
- Cover: 100# c2s text with Satin/Matte finish
- 4 color process throughout
- 8.25 x 10.75 trim (8.5 x 11 including 1/8" bleed all 4 sides)
- Saddle stitch along the 10.75 dimension (vertical pub)
- CPM will print this project with a company of its choosing (parent company Printwell)
- Entire creation, design, layout will be a collaboration with City of Wyandotte and CPM
- CPM will solicit and retain all advertising for all 4 quarterly TODAY Magazines throughout 2021 including its Welcome to Wyandotte TODAY 2021 Magazine
- CPM will be a partner/sponsor of many 2021 City of Wyandotte Special Events
- CPM will utilize the photo/artwork provided by the City as the cover of the magazine.
- CPM will produce a Digital Version of the magazine that will be accessible for both Android and Apple devices as well as on the City's and CPM's website.
- The City of Wyandotte will own all information and graphics/artwork within the Welcome to Wyandotte TODAY 2021 Magazine (this is a City of Wyandotte project/magazine and that other than the ads within the publication, the other material/graphics/information/text/etc. are city

property and will not be used in any other context/publication/marketing material without written permission from the City of Wyandotte).

- Final layout including placement of ads will be approved by the City of Wyandotte.

Total amount due for project: \$15,000

50% due on December 31st 2020 and the balance, 50% to be paid on or before January 31st 2021 after the magazine is distributed to the Wyandotte households/businesses and the 5,000 additional copies delivered to a city department of choice

Signature:

Mayor Pro Tempore, Robert A. DeSana

Date

City Clerk, Larry Stec

Date

Director of Publishing Mark A. Fisher, Community Publishing & Marketing

Date

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 13

ITEM: Sale of 1213 Grove Street, Wyandotte

PRESENTER: Gregory J. Mayhew, P.E.
City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Council had approved the sale of 1213 Grove Street to Four Star Greenhouse. However, Four Star Greenhouse was unable to meet the requirements of the Purchase Agreement and have executed a Release of Agreement.

The City Engineer and Development Coordinator reviewed the other 10 proposals and have determined the proposal from Jason Azagalian and Richard Oliver of Storage Solutions of Southgate, LLC, is the next most complete and fully developed proposal received. The intended use is for the up-fitting/modifying of new vehicles, aftermarket vehicle engineering and testing facility, and major vehicle repair. All uses meet the requirements of the Wyandotte Zoning Ordinance for an I-2 Industrial Zoned District.

It is recommended that Council accept the proposal from Storage Solutions of Southgate, LLC, in the amount of \$100,000.

STRATEGIC PLAN/GOALS: This recommendation is constant with the 2020-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing to enhance the community's quality of life.

ACTION REQUESTED: Approve the Commercial Purchase Agreement with Storage Solutions of Southgate, LLC, and authorize the Mayor Pro Tempore and City Clerk to execute the Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account 492-000-650-040 TIFA Consolidated Funds

IMPLEMENTATION PLAN: Execute the Commercial Purchase Agreement and close on property.

LIST OF ATTACHMENTS:

1. Grove Street - Proposal
2. Addendum to Offer 11-23-2020

3. Grove Street - Purchase Agreement

RESOLUTION

Item Number: #13
Date: December 21, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from the City Engineer regarding the sale of 1213 Grove Street is received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property at 1213 Grove Street to Storage Solutions of Southgate, LLC, in the amount of \$100,000 in accordance with the Commercial Purchase Agreement submitted to Council; AND

BE IT FURTHER RESOLVED that Storage Solutions of Southgate, LLC will be required to execute a Irrevocable Letter of Credit in the amount of \$5,000; AND

NOW THEREFORE, BE IT RESOLVED that the Mayor Pro Tempore and City Clerk are hereby authorized to execute the Commercial Purchase Agreement for the sale of the property known as 1213 Grove Street between Storage Solutions of Southgate, LLC, and the City of Wyandotte for the amount of \$100,000.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

1213 Grove Street
Wyandotte, MI 48192

Required for Content for Proposal

Previous Experience:

16600 Fort Street, Southgate, MI

Previously Saturn Of Southgate.

Now the main headquarters of Michigan Vehicle Solutions and LDW Associates.

This property was vacant for 5 years prior to Richard Oliver purchasing it in July of 2012. Within the first 6 months from purchasing the property we completed renovations of the interior of the building which included air blasting all old flaking paint from ceiling, walls and doors. Repainting interior of building, adding new emergency and exit lights, shot-blast and etch all concrete shop floors, apply new epoxy coating to all shop floors, install new lighting in shop areas, install some new electrical panels and switch gear, updated alarm system and install several new overhead doors. Outside of building was completely repainted, new blacktop front parking lot, new digital sign, new signs on buildings, painted fencing, and repaired and updated lighting in parking lot and on building, added some new landscaping.

334 Clark Street, Wyandotte, MI

Interior of the building was completely updated. This included painting interior of building, emergency and exit lights, new flooring, new lighting, index all switch gear and lighting panels, updated alarm system and new overhead doors. Outside of building was completely repainted, new blacktop parking lot, new digital sign, new signs on buildings, painted fencing, and new lighting in parking lot and on building and new landscaping

16100 Fort Street, Southgate MI 48195

Formally Pontiac GMC Dealership, Purchased in August of 2017 by Storage Solutions, owners Jason Azagalian and Richard Oliver. This property was vacant for 9 years and was an eyesore to the community of Southgate until Jason and Rich decided to make an offer and purchase this 5 acre property and redevelop it into 3 separate building sites. Parcel 1 is now home to a new Panda Express which has finished construction and Smoothie King which is about 50% constructed. Parcel 2 has seen the old building demoed and construction is underway for Safstor's new 3 storie climate controlled storage facility. Parcel 3 is planned for a mixed use retail strip.

Financial Resources:

First Merchants Bank

467 Eureka Road

Wyandotte, MI 48192

734-825-2534

Chris Tsakiris
VP Relationship Manager

Participants:

Richard Oliver

President and Owner of

Michigan Vehicle Solutions LDW Associates

On site at project working and managing and directing all interior/exterior updates at 16600 Fort St, Southgate

Jason Azagalian

Pro Excavation - Owner

On site at project. Overseen all interior/exterior updates at 334 Clark St., Wyandotte

Plan of Action:

Exterior

Repair or replace roof

Blast and paint exterior of building

Remove vinyl siding

And replace with hardie board to accent stone area front office area.

Upgrade all exterior lighting

Remove all dead and damaged landscaping replace with new landscaping

Upgrade fencing

Install new rolling gate

Install new windows as needed

Install new doors as needed

Upgrade parking lots as needed

Replace and repair block walls as needed

Interior

Power wash, degrease and clean interior

Paint interior

Selective demo removing any obsolete

Heating, plumbing, electrical and lighting and bringing all up to city code

Repair or replace damaged all interior walls, doors and floors

Upgrade office area as necessary

Upgrade restrooms as necessary

Financing:

All exterior and interior updates will be a combination between First Merchants bank and a cash basis.

Proposal

Proposed occupancy and use of the completed building included.

Proposed to restore the building at 1213 Grove ST Wyandotte, MI 48192 into a general purpose climate controlled multiple unit indoor storage facility. Vacant land would be fenced and lined with arborvitaes, paved and developed into private secured outdoor storage facility for storing vehicles, boats and RV's.

Projected number of employees: 3 to 5 people

Number of stores: 1

Estimated amount of square footage in the building: 50,161

Number of units: NA

Provisions for brick or other exterior: NA

Provisions for underground utilities: NA

Other desirable architectural features: Hardie plank, stone, new paint, some new doors and windows.

Means of ingress and egress: Existing

Upgrade fencing, parking lot,

All proposed building exterior plans are attached with this proposal.

Standards:

All development of property shall follow all local building codes and ordinances according to City of Wyandotte.

Disclosure and Anti-Collusion:

Sworn affidavit is attached with this proposal.

Bid Deposit:

Cashier's check is attached with this proposal.

Would like to ask for a 10 year tax abatement for all the upgrades on the property.

ADDENDUM TO OFFER

TO PURCHASE REAL ESTATE (Revised 11/23/2020)

12. In consideration of Seller acceptance of Purchaser's proposal, the Purchaser will be required to use the building in accordance with the proposal dated November 23, 2020 (General purpose climate controlled multiple unit indoor storage facility in existing building and vacant land as private secured outdoor storage facility for storing of vehicles, boats and RV's). The City will allow for expansion of facility provided any expansion complies with the Wyandotte Zoning Ordinance.

13. This Agreement is contingent upon the following: (A). The Purchaser is required to complete the following items within twelve (12) months of the time of closing: • Complete all repairs to the interior and exterior of building as indicated on Inspection Report dated July 1, 2020. • Obtain Certificate of Conformity as set forth in Paragraph 14.

14. This Agreement is further contingent upon the Purchaser completing repairs and rehabilitations to the interior and exterior of building within twelve (12) months from the time of closing. "Completion" is defined as: issuance of a Certificate of Conformity by the Engineering and Building Department indicating the property is up to code as required in Paragraph 13 (A) above and the property can be used in conjunction with the I-1 Zoning District within twelve (12) months of closing. Time is of the essence in commencing and completing this development. An Irrevocable Letter of Credit in the amount of Five Thousand (\$5,000.00) will be required to be executed by the Purchaser(s) at time of closing. See Attachment C.

15. ENVIRONMENTAL LIABILITY: This Offer to Purchase is contingent upon the Purchaser being satisfied with the environmental condition of the property. To comply with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 US 9601 et seq, the Seller grants reasonable access to the premises and the Purchaser shall contract with a qualified Environmental and Ecological System Testing Firm to conduct a Level I Environmental Audit of subject property. The City of Wyandotte has made available environmental reports and cleanup reports that the City has in possession:

- Final Emergency Contingency Plan dated May 2012 prepared by the U.S. EPA Removal Action
- POLREP#2 Final Report dated July 2012 prepared by U.S. EPA
- Building Interior Environmental Response Activities Oversight Authorization for Hazardous Waste Management Report dated March 2019 prepared by TTL Associates, Inc.
- Cleanup Summary Report dated September 2019 prepared by TTL Associates, Inc.

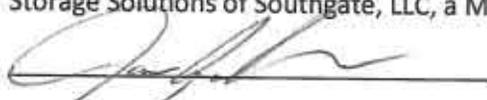
In the event the Level I Environmental Site Assessment (ESA) discloses that a hazardous substance, pollutant or contaminant (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)) is present or may potentially be present on the property, Purchaser may in its sole discretion declare this offer null and void in writing within five (5) days of the Audit and will have no further obligations to acquire the property.

16. The Purchaser is responsible for the cost of the Title Insurance Policy Premium and Wayne County Mapping Fee. These charges will be paid at closing.

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

Storage Solutions of Southgate, LLC, a Michigan LLC by:



JASON AZAGALIAN, Authorized Member



RICHARD OLIVER, Authorized Member

16600 Fort Street Southgate, MI 48195

Dated: NOV-24-2020

CITY OF WYANDOTTE, Seller

Robert A. DeSana, Mayor Pro Tempore

Lawrence S. Stec, City Clerk

3200 Biddle Avenue, Wyandotte, Michigan 48192

Dated: _____ Legal Department Approval _____

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 23 day of Nov, 2020, ("Effective Date") by and between CITY OF WYANDOTTE, a Municipality [entity type and state organized] ("Seller"), whose address is 3200 Biddle, STE 200, Wyandotte [municipality], Michigan, 48192 [zip], and Storage Solutions of Southgate, LLC By: Richard Oliver, Authorized Agent, a Michigan LLC [entity type and state organized], ("Purchaser"), whose address is 16600 Fort Street, Southgate [municipality], MI [State], 48195 [zip code], in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the City or Township or Village of Wyandotte, County of Wayne, Michigan, commonly known as 1213 GROVE ST tax parcel identification number(s) 57022110237002 and further described as: 12645 THRU LEGGE W 17 FT OF LOT 237 ALSO LOTS 238 THRU 246 THRU ALSO VAC ALLEYS ALSO PART OF THE SW, or see attached legal description as **Exhibit A**, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

Place an "X" in the appropriate box(es) below:

- Check here if sale includes any equipment or personal property and attach list as **Exhibit B**. A bill of sale will be executed at closing.
- Check here if sale includes any tenant leases and attach list and current rent roll as **Exhibit C**. An assignment of leases will be executed at closing.
- Check here if sale includes any licenses, permits or other intangible property and attach list as **Exhibit D**. An assignment will be executed at closing.

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be One Hundred Thousand (\$ 100,000.00) Dollars.

3. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

Cash. Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

New Mortgage. Purchaser shall obtain a mortgage from a financial institution to help finance the purchase and pay Seller at Closing the full Purchase Price, including any adjustments and/or prorations contained herein.

Land Contract. Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at Closing pursuant to a mutually acceptable Land Contract. The Land Contract shall provide for a down payment of \$_____ at closing and payment of the balance of \$_____ in monthly installments of \$_____, or more, at Purchaser's option, including interest at the rate of _____ percent (___%) per annum, amortized over _____ (___) years, with interest to start on the closing date. A final "balloon payment" consisting of the entire unpaid principal balance and all accrued and unpaid interest will become due and payable _____ (___) months after closing.

4. **EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with _____ **Seller** _____ Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of _____ **One Thousand** _____ (\$ 1,000.00) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have 90 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items (place an "X" next to all that apply):

Purchaser's ability to obtain acceptable financing from a financial institution of its choice.

Purchaser's physical inspection of all aspects of the Property which shall include but not be limited to: plumbing, electrical and HVAC systems, roof and any other portions of the Property.

Purchaser's satisfaction with the results of an environmental site assessment.

Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.

Purchaser's satisfaction that the Property is properly zoned or can be rezoned to permit Purchaser's proposed development and use.

Purchaser receiving preliminary site plan approval.

Purchaser obtaining a survey of the Property ("Survey").

Purchaser receiving and approving all leases and obtaining a satisfactory estoppel certificate from each tenant.

Purchasing conducting any other due diligence desired by Purchaser.

Purchaser obtaining any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

6. TITLE INSURANCE.

- (a) **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller or Purchaser. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, with Standard Exceptions; or without Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.

- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

7. ENVIRONMENTAL

- (a) **Environmental.** ~~To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.~~ City representation is contained in the report prepared by TTL Associates dated September 2019 which is attached.
- (b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived;

provided, however, in no event shall Closing occur later than February 24, 2021 (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 *et seq.* Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.

- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of

Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.

- (d) **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

- (e) **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, **municipal**, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.

- (f) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations **promulgated** pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.

- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the **Property** for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before

Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

11. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

13. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

14. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

15. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

16. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

If to Purchaser:

Name:	Storage Solutions of Southgate, LLC
Address:	16600 Fort Street
Address:	Southgate MI 48195
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	
Address:	

Address:	
Telephone:	
Facsimile:	
Email:	

☑ If to Seller:

Name:	CITY OF WYANDOTTE
Address:	3200 Biddle, STE 200
Address:	Wyandotte 48192
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

17. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.

19. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

20. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

21. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.

22. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is N/A and is acting as: an agent of the Purchaser; or an agent of the Seller; or as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is N/A and is acting as: an agent of the Seller; or an agent of the Purchaser; or as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee of \$ 0.00, with \$ _____ paid to N/A and \$ _____ paid to N/A at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

23. **BROKER ENVIRONMENTAL DISCLAIMER.** The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do

hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

24. DEFAULT.

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof, or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

25. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

26. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

27. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

28. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

29. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

30. **CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.

32. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.

33. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

34. **NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.

~~35. **CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.~~

R.O.
J.A.

36. **35. COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

37. **OFFER.** This Agreement constitutes an offer by Purchaser to purchase the Property. The offer shall remain valid until _____:00 pm, on _____ and shall be deemed revoked if not accepted by Seller before such time and date.

38. **OTHER PROVISIONS.** In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.
See Attachment A - Legal Description
See Addendum To Offer To Purchase Real Estate (Revised 11/23/2020)
See Attachment Purchasers Proposal for Property
See Attachment City of Wyandotte Inspection Report Dated July 1, 2020
See Attachment B Executed Anti-Collusion Affidavits -Deposit Acknowledgment Ck#669619

Paragraph 35 of this agreement is null and void as the Seller is a municipality and must disclose any and all information.

39. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

Purchaser's Acknowledgement of Offer:



By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:

Witnesses:

Shawn Brown

By: _____
Storage Solutions of Southgate, LLC

By: Jason Azagalian

Its: _____
Authorized Agent

By: *Richard Oliver*
Richard Oliver

Its: _____
Authorized Agent

Seller's Acceptance: _____

Seller accepts this Agreement on this _____ day of _____, 20____ at _____(AM/PM) with the following conditions:

; or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20____ at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

Witnesses:

By: _____
Robert A DeSana,

Its: _____
Mayor Pro Tempore

By: _____
Lawrence S. Stec

Its: _____
City Clerk

By: _____

Its: _____

Purchaser's Acknowledgment of Seller's Acceptance:

CBOR Form – Commercial Purchase Agreement
Revised 9/22/2016



Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20____, at _____ (AM/PM)

For Purchaser:

Witnesses:

By: _____
Storage Solutions of Southgate, LLC

By: Jason Azagalian

Its: Authorized Agent

By: _____
Richard Oliver

Its: Authorized Agent

Exhibits:

CBOR Form – Commercial Purchase Agreement
Revised 9/22/2016



The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By <i>(Purchaser or Seller)</i>	Attached By <i>(Date)</i>
Exhibit A	Property Survey and/or Legal Description	Seller	
Exhibit B	Personal Property	Seller	
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

Attachment A
Legal Description

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



MAYOR PRO TEMPORE
Robert A. DeSana

COUNCIL
Robert Alderman
Chris Calvin
Megan Maiani
Leonard T. Sabuda
Donald Schultz Jr.

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

CERTIFICATE OF OCCUPANCY

CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

In accordance with Article XXVI, Section 2603 of the Wyandotte Zoning Ordinance, this is official notice that your application for a Certificate of Occupancy to use property in an **I-1** Zoned District, located at 1213 GROVE, described as:

Lots 231, Lot 232, the north 17 feet of Lot 237, and Lots 238 thru 246, both inclusive, including abutting vacated alleys, Detroit River Land Co's Subdivision No 1. of Part of S.W. ¼ of Sec 32, T 3 S., R. 11 E., Ecorse Twp (now City of Wyandotte), Wayne Co. Michigan as recorded in Liber 37 of Plats, Page 24; also part of the Southwest ¼ of Fractional Section 32 described as beginning S 0° 02' 00" W 10.00 feet from the Northeast corner of Lot 246 of Detroit River Land Co's Subdivision No. 1, thence S 86° 57' 47" E 278.65 feet, thence S 0° 02' 00" W 204.47 feet, thence N 89° 07' 40" W 278.30 feet, thence N 0° 02' 00" E 215.00 feet to the point of beginning; also part of Lot 32 Wyandotte Industrial Subdivision No. 1 of Parts of the S.E. ¼ of Section 31 and the S.W. ¼ of Section 32, T. 3 S., R. 11 E., City of Wyandotte, Wayne County, Michigan as recorded in Liber 87 of Plats, Pages 65 and 66, Wayne County Records, more particularly described as beginning N 00° 02' 00" E 109.98 feet from the Southeast corner of Lot 32, thence N 89° 07' 40" W 278.3 feet, thence N 00° 02' 00" E 60.0 feet, thence N 89° 07' 40" W 121.70 feet, thence N 00° 02' 00" E 133.0 feet, thence S 89° 07' 40" E 400.0 feet, thence S 00° 02' 00" W 193.0 feet to the point of beginning.

Has been approved for a **LOT COMBINATION/LOT SPLIT**, existing industrial building.

This certificate is revocable if changes in occupancy or construction are made without further approval after this date.

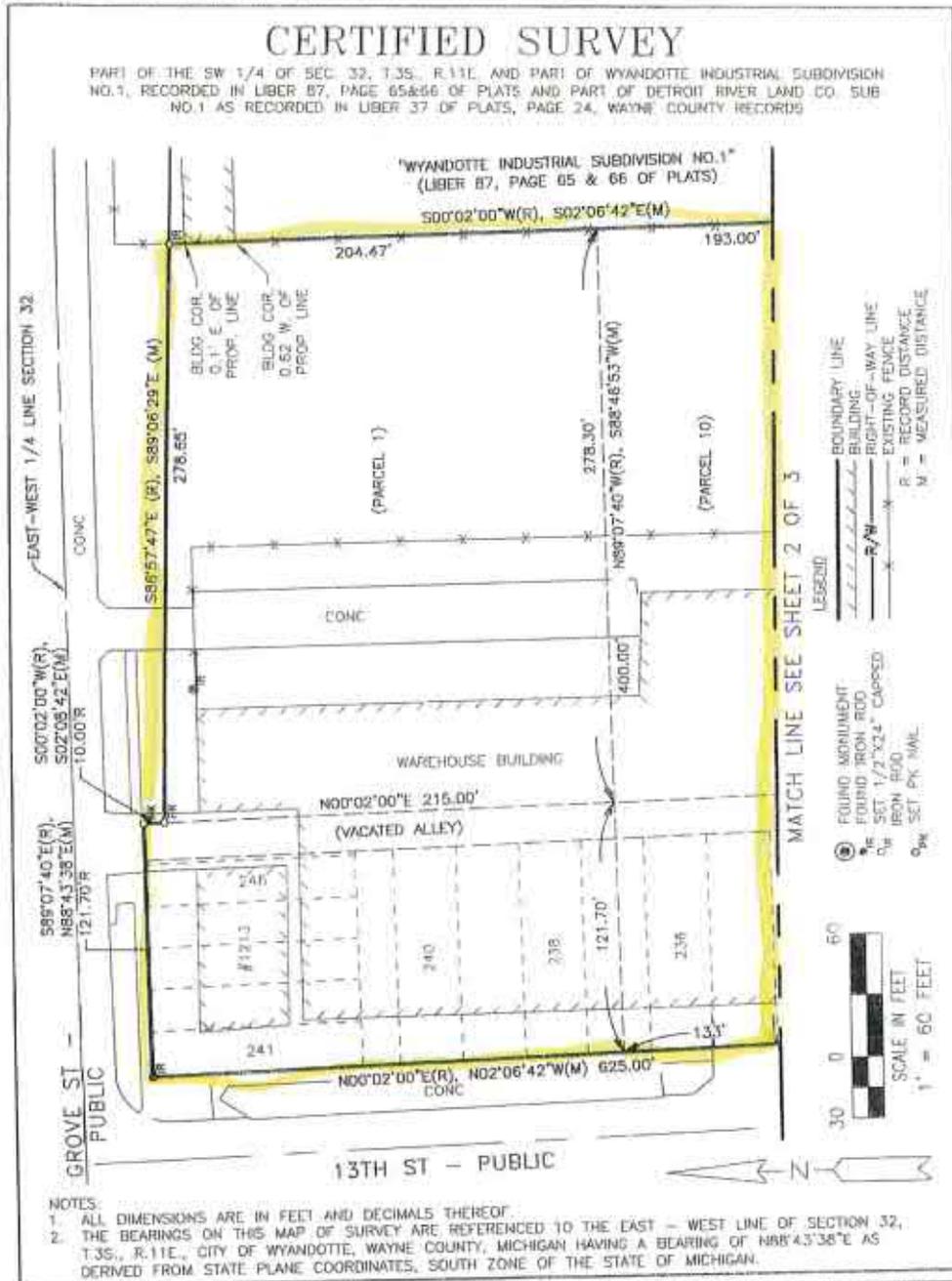
Date: 07/31/2020

Gregory J. Mayhew
City Engineer

cc: Assessor's Office

NOTE: This certificate is issued for zoning use of structure and/or premises only and does not imply or warrant compliance with other code requirements.

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 • 734-324-4551 • Fax 734-324-4535 • email: engineering1@wvan.org



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. THE BEARINGS ON THIS MAP OF SURVEY ARE REFERENCED TO THE EAST - WEST LINE OF SECTION 32, T.35, R.11E, CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN HAVING A BEARING OF N85°43'38"E AS DERIVED FROM STATE PLANE COORDINATES, SOUTH ZONE OF THE STATE OF MICHIGAN.

BOOK #:	PAGE #:	SEC. 32, T.35, R.11E.
DRAWN BY: RDC	COMPUTED BY: SAW	JOB #: WYA2002.01T
CHECKED BY: SAW	SURVEYED BY: JH	SHEET: 1 OF 3

FOR:
 CITY OF WYANDOTTE
 3200 BIDDLE AVENUE
 SUITE 200
 WYANDOTTE, MI 48192



WADE TRIM

23281 Northline Rd.
 Taylor, MI 48180
 734.947.9700
 www.wadotrim.com



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CERTIFIED SURVEY

PART OF THE SW 1/4 OF SEC. 32, T.35., R.11E. AND PART OF WYANDOTTE INDUSTRIAL SUBDIVISION NO. 1, RECORDED IN LIBER 87, PAGE 65&66 OF PLATS AND PART OF DETROIT RIVER LAND CO. SUB. NO. 1 AS RECORDED IN LIBER 37 OF PLATS, PAGE 24, WAYNE COUNTY RECORDS.



- NOTES:
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - THE BEARINGS ON THIS MAP OF SURVEY ARE REFERENCED TO THE EAST - WEST LINE OF SECTION 32, T.35., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN HAVING A BEARING OF N88°43'38"E AS DERIVED FROM STATE PLANE COORDINATES, SOUTH ZONE OF THE STATE OF MICHIGAN.

BOOK #:	-	PAGE #:	-	SEC. 32	T.35	R.11E
DRAWN BY:	RDC1	COMPUTED BY:	SAW	JOB #:	WYA2002.011	
CHECKED BY:	SAW	SURVEYED BY:	JH	SHEET:	2 OF 3	

FOR:
CITY OF WYANDOTTE
3200 BIDDLE AVENUE
SUITE 200
WYANDOTTE, MI 48192

WADE TRIM
25251 Northline Rd.
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CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 12/21/2020

AGENDA ITEM # 14

ITEM: Emergency Repair to Street Sweeper

PRESENTER: Gregory J. Mayhew, P.E.
City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Sweeper #66 is out of service and in need of repairs to the hopper, including new mounting and door lock hardware. Attached is a quote from Bell Equipment in the amount of \$11,013.98, to make these repairs. Bell is a distributor and nearest repair facility for sweepers and are best qualified to make the repairs quoted. There was currently one repair kit in stock, so there was a need to act promptly, otherwise getting a new repair kit may take several months.

In accordance with the procurement rules adopted by the City Council January 9, 2017, the undersigned requested, and received, approval from the City Administrator to authorize the repair to be performed as soon as possible by Bell Equipment under the Emergency Procurement section of the procurement policy as the loss of use of the sweeper impacts the operations of the DPS in delivery of services to the residents.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to provide the finest services and quality of life.

ACTION REQUESTED: Approve the repairs to Sweeper #66 in accordance the emergency procurement section of the procurement rules and policies adopted by City Council January 9, 2017.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This repair will be paid out of Account 101-448-825-431 Other Vehicle Maintenance, which currently has a balance of \$88,681.

IMPLEMENTATION PLAN: The Department of Public Service supervisors will oversee and expedite the repairs to Sweeper #66.

LIST OF ATTACHMENTS:

1. Bell Equipment Quote Replace Hopper

RESOLUTION

Item Number: #14
Date: December 21, 2020

RESOLUTION by Councilperson _____

Resolved by the Mayor and Council that Council has received and placed on file the communication from the City Engineer and approves the repairs to Sweeper #66 by Bell Equipment in the amount of \$11,013.98, in accordance with the Emergency Procurement section of the procurement rules and policies adopted by the City Council on January 9, 2017.

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	_____



78 Northpointe Drive
Lake Orion, MI 48359

Sales Quote

Page: 1

Sales Quote Number: SQ-017965

Sales Quote Date: 12/10/2020	Due Date 5/22/2019	Ship Date 4/22/2019
Customer ID M-WYAN	Contact email: dlrothermal@wyandottemi.gov	SalesPerson Clark Bushman
Cust. Phone 734-324-4500	Cust. Fax	
dlrothermal@wyandottemi.gov		

Sell
To: CITY OF WYANDOTTE
email: dlrothermal@wyandottemi.gov
4201 13TH STREET
WYANDOTTE, MI 48192

Ship
To: CITY OF WYANDOTTE
email: dlrothermal@wyandottemi.gov
4201 13TH STREET
WYANDOTTE, MI 48192

Terms Net 30 Days	Ext Doc No.	Purchase Order No.	Ship Via Direct Ship	Hours 0	VIN	Serial No. P-3674-D	Mileage 0
-----------------------------	--------------------	---------------------------	--------------------------------	-------------------	------------	-------------------------------	---------------------

<u>Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
0710114	HOPPER REPLACEMENT KIT	1	Each	6,873.98	6,873.98
MI FREIGHT	Michigan Freight (estimated)	1	Each	700.00	700.00
	ADLERS TOWING PICK UP AND DELIVERY	1	Each	800.00	800.00
ELGIN	ELGIN LABOR	24	Hour	110.00	2,640.00
	REVISED QUOTE TO REMOVE AND REPLACE THE HOPPER ON THE CUSTOMERS PELICAN. THERE IS AN UPDATED HOPPER REPAIR KIT WHICH INCLUDES THE HARDWARE INVOLVED WITH A NEW HOPPER AND DOOR.				

Website: www.bellequip.com **Phone:** 248-370-0000 **Fax:** 248-370-0011

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

Submitted by: _____ **Accepted by:** _____

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	11,013.98
0.00	11,013.98	Invoice Discount:	0.00
		Total Sales Tax:	0.00
		Total:	11,013.98

Level	2nd Item Number	Description	Quantity	UM
1	1007433	SHOULDER BOLT-S/P	2	EA
1	1008614	CLUTCH ARM RETURN SPRING	2	EA
1	1008835	WLDT-LATCH HOOK-RH	1	EA
1	1008836	WLDT-LATCH HOOK LH	1	EA
1	1043801	WLDT-HOPPER	1	EA
1	1053034	LOCKNUT-1.75-5 UNC	2	EA
1	5005189	.750 PLNWSHR-A/W	2	EA
1	5009089	CLAMP SPACER	2	EA
1	5009423	SPACER WASHER	2	EA
1	5009429	RTNG RING, .574 ID	6	EA
1	5009479	WASHER, HOPPER	2	EA

0710114

RESOLUTION

Item Number: #15
Date: December 21, 2020

RESOLUTION by Councilperson _____

First & Final Reading
#1501

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY,
FOR THE CITY ASSESSOR”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR ASSESSOR

Commencing with the term of office that begins May 11, 2021, the salary for the City Assessor shall be as follows:

Effective May 11, 2021 an annual salary of \$4,800.00

Section 2. 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 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

RESOLUTION

Item Number: #16
Date: December 21, 2020

RESOLUTION by Councilperson _____

First & Final Reading
#1502

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY FOR THE CITY TREASURER”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR TREASURER

Commencing with the term of office that begins May 11, 2021, the salary for the City Treasurer shall be as follows:

Effective May 11, 2021 an annual salary of \$4,800.00

Section 2. 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 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman

**Calvin
DeSana
Maiani
Sabuda
Schultz**

RESOLUTION

Item Number: #17
Date: December 21, 2020

RESOLUTION by Councilperson _____

First & Final Reading
#1503

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY
AND FRINGE BENEFITS FOR THE CITY CLERK”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR CLERK

Commencing with the term of office that begins May 11, 2021, the salary and fringe benefits for the City Clerk shall be as follows:

Effective May 11, 2021 an annual salary of \$45,000.00

Throughout the term of office, the City Clerk shall also receive the same fringe benefits that are granted to the general city employees based on the original entry date as an employee or elected official of the City of Wyandotte. These benefits include social security and medicare, medical insurance, life insurance, long-term disability insurance, longevity benefits, and retirement benefits.

Section 2. 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 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

**Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz**

NAYS

Bills & Accounts

12/15/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 12/03/2020 - 12/16/2020
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 137160							
101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT	P/R ENDING 12/6/20	12/09/20	444.45	137160
			Total For Check 137160			444.45	
Check 137161							
101-000-231-084	Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE	P/R ENDING 12/6/20	12/09/20	2,952.33	137161
			Total For Check 137161			2,952.33	
Check 137162							
101-000-231-083	Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER	P/R ENDING 12/6/20	12/09/20	5,903.02	137162
			Total For Check 137162			5,903.02	
Check 137163							
101-000-231-030	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111	P/R ENDNG 12/6/20	12/09/20	129.50	137163
			Total For Check 137163			129.50	
Check 137164							
101-000-231-030	P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356	P/R ENDING 12/6/20	12/09/20	1,302.56	137164
			Total For Check 137164			1,302.56	
Check 137165							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/6/20	12/09/20	9,570.36	137165
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/6/20	12/09/20	4,785.17	137165
499-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/6/20	12/09/20	207.07	137165
499-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 12/6/20	12/09/20	103.54	137165
			Total For Check 137165			14,666.14	
Check 137166							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 12/6/20	12/09/20	6,740.55	137166
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 12/6/20	12/09/20	3,370.29	137166
			Total For Check 137166			10,110.84	
Check 137167							
101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES	P/R ENDING 12/6/20	12/09/20	237.82	137167
			Total For Check 137167			237.82	
Check 137168							
101-000-231-030	P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI	P/R ENDING 12/6/20	12/09/20	1,059.88	137168
			Total For Check 137168			1,059.88	
Check 137169							
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 12/6/20	12/09/20	5,485.00	137169
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 12/6/20	12/09/20	65.00	137169
			Total For Check 137169			5,550.00	
Check 137170							
101-000-231-030	P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN	P/R ENDING 12/6/20	12/09/20	10.00	137170
			Total For Check 137170			10.00	
Check 137171							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/6/20	12/09/20	2,100.00	137171
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/6/20	12/09/20	2,100.00	137171
499-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/6/20	12/09/20	50.00	137171
499-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 12/6/20	12/09/20	50.00	137171
			Total For Check 137171			4,300.00	
Check 137172							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 12/6/20	12/09/20	1,483.28	137172
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 12/6/20	12/09/20	1,483.28	137172
			Total For Check 137172			2,966.56	
Check 137173							

12/15/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 12/03/2020 - 12/16/2020
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK Total For Check 137173	P/R ENDING 12/6/20	12/09/20	<u>3,077.00</u> 3,077.00	137173
Check 137174							
731-000-231-040	Payroll W/H-Credit Union	MICHIGAN LEGACY CREDIT UNION	PENSION CREDIT UNION Total For Check 137174	PENSION 12/15/20	12/15/20	<u>975.00</u> 975.00	137174
Check 137175							
731-000-394-020	Reserve-MSC Retired Benefits	MUNICIPAL SERVICE	DMS HEALTH INS PENSION Total For Check 137175	PENSION 12/15/20	12/15/20	<u>6,955.81</u> 6,955.81	137175
Check 137176							
101-136-750-220	Operating Expenses	ABSOPURE WATER COMPANY	BTL DEPOSIT	87750103	12/16/20	15.90	137176
101-136-750-220	Operating Expenses	ABSOPURE WATER COMPANY	C&C COOLER	58357399	12/16/20	12.00	137176
101-136-750-220	Operating Expenses	ABSOPURE WATER COMPANY	C&C COOLER	58404607	12/16/20	12.00	137176
101-301-750-220	Operating Expenses	ABSOPURE WATER COMPANY	Bottled Water for the Exercise Room 11/16/20 Total For Check 137176	87750107	12/16/20	<u>36.25</u> 76.15	137176
Check 137177							
101-000-257-064	BCI20-0008 - PBLD20-0122 2070 Biddle	AIMS CONSTRUCTION	BD Bond Refund Total For Check 137177	BCI20-0008	12/16/20	<u>1,000.00</u> 1,000.00	137177
Check 137178							
101-000-257-087	Reserve-Police Public Relations	AMAZON	SHOP WITH A COP - RED GIRLS COAT	1NG1-R1C7-FR3X	12/16/20	82.95	137178
101-000-257-087	Reserve-Police Public Relations	AMAZON	SHIPPING TAPE, SHOP WITH A COP, FAKE SNOW, VELVET SANTA HATS	1LDN-1MKK-DQ4P	12/16/20	320.72	137178
101-000-257-087	Reserve-Police Public Relations	AMAZON	SHOP WITH A COP - SEVERAL ITEMS	11CK-TVMP-NXMC	12/16/20	691.33	137178
101-000-257-087	Reserve-Police Public Relations	AMAZON	SHOP WITH A COP - SEVERAL ITEMS	14WW-C114-HQJ9	12/16/20	679.04	137178
101-000-257-087	Reserve-Police Public Relations	AMAZON	SHOP WITH A COP 2020 EVENT - Large Christmas Stockings	1CDH-CWYH-RJH7	12/16/20	75.96	137178
101-301-750-210	Office Supplies	AMAZON	SHIPPING TAPE, SHOP WITH A COP, FAKE SNOW, VELVET SANTA HATS	1LDN-1MKK-DQ4P	12/16/20	39.96	137178
101-301-750-210	Office Supplies	AMAZON	1TB Thumb Drive for Det. Sabo	1YQW-QYPR-G663	12/16/20	84.95	137178
101-336-750-210	Office Supplies	AMAZON	LABEL TAPE	1QJ4-PQWR-FFXT	12/16/20	15.95	137178
285-225-925-825	Christmas Parade	AMAZON	Supplies	111-8742171-4539410	12/16/20	24.99	137178
285-225-925-825	Christmas Parade	AMAZON	Supplies	111-0033745-9413829	12/16/20	41.70	137178
530-444-825-420	Maintenance-Bank Bldg	AMAZON	MANTELLO FRONT LOADING PICTURE FRAMES Total For Check 137178	1NKK-7V1N-G361	12/16/20	<u>68.94</u> 2,126.49	137178
Check 137179							
101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN FIDELITY ASSURANCE COMPANY	125 PLAN UNREIMBURSED MEDICAL DECEMBER 2020 Total For Check 137179	2087074 12/20	12/16/20	<u>762.47</u> 762.47	137179
Check 137180							
101-209-750-220	Operating Expenses	APEX SOFTWARE	Maintenance renewal for software Total For Check 137180	311615	12/16/20	<u>705.00</u> 705.00	137180
Check 137181							
101-200-825-397	Ann Arbor Collection Agency	ARBOR PROFESSIONAL SOLUTIONS	Gonzalez, Leiya Total For Check 137181	010063142011300000	12/16/20	<u>8.00</u> 8.00	137181
Check 137182							
101-215-750-220	Operating Expenses	ASSOCIATION OF WAYNE COUNTY CLERKS	Stec & Lekity County Association Memberships Total For Check 137182	MEMBERSHIPS2021	12/16/20	<u>200.00</u> 200.00	137182
Check 137183							
101-448-750-270	Building Maintenance	ATCO INTERNATIONAL	Supplies for DPS (F) Total For Check 137183	10564905	12/16/20	<u>669.18</u> 669.18	137183
Check 137184							
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	STOCK FUNNEL	334-472874	12/16/20	2.29	137184
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	BRAKES FOR VP 7-9 VIN 1GMLC2EC1FR725315	334-472844	12/16/20	479.32	137184
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	BRAKES FOR VP 7-22 VIN 1GNLC2E01CR321951	334-472872	12/16/20	233.17	137184
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	BRAKES FOR VP 7-22 VIN 1GNLC2E01CR321951	334-472843	12/16/20	308.24	137184
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	CREDIT	334-472873	12/16/20	(160.97)	137184

12/15/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 12/03/2020 - 12/16/2020
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-825-431	Garage-Other Vehicle Maintenance	AUTO VALUE SOUTHGATE	PUSH BUTTON FOR VPS 77A VIN JD91705-515610 Total For Check 137184	334-472604	12/16/20	<u>5.96</u> 868.01	137184
Check 137185							
101-750-825-490	Field Maintenance & Supplies	AUTO VALUE SOUTHGATE	COUPLER SAFE PIN	334-472372	12/16/20	6.98	137185
101-750-825-490	Field Maintenance & Supplies	AUTO VALUE SOUTHGATE	12V BATTERY	334-472373	12/16/20	155.99	137185
101-750-825-490	Field Maintenance & Supplies	AUTO VALUE SOUTHGATE	12V BATTERY	334-472373	12/16/20	(27.00)	137185
			Total For Check 137185			<u>135.97</u>	
Check 137186							
101-336-750-220	Operating Expenses	BAKERS PROPANE INC	PROPANE Total For Check 137186	09239930	12/16/20	<u>72.34</u> 72.34	137186
Check 137187							
492-200-825-460	Resurfacing	BEST ASPHALT	CONTRACT WORK TO DATE CEDAR & 11TH Total For Check 137187	20458	12/16/20	<u>4,780.00</u> 4,780.00	137187
Check 137188							
101-000-257-064	BCB20-0157 2268 20th	BONNIE LACY	BD Bond Refund Total For Check 137188	BCB20-0157	12/16/20	<u>1,000.00</u> 1,000.00	137188
Check 137189							
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	RUBBISH DUMPING OCT 2020	86111	12/16/20	24,879.46	137189
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	DEMO DUMPING OCT 2020	86112	12/16/20	2,135.02	137189
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	SPECIAL WASTE SWEEPER WASTE OCT 2020	86113	12/16/20	221.10	137189
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	BRUSH DUMPING OCT 2020	86114	12/16/20	<u>1,061.51</u>	137189
			Total For Check 137189			<u>28,297.09</u>	
Check 137190							
530-444-925-770	Taxes-Bank Bldg	CITY OF WYANDOTTE	WINTER 2020 TAXES 3200 BIDDLE Total For Check 137190	3200 BIDDLE TAXES	12/16/20	<u>3,159.40</u> 3,159.40	137190
Check 137191							
101-000-257-064	BCB20-0077 3368 16th	DANIEL RATKOV	BD Bond Refund Total For Check 137191	BCB20-0077	12/16/20	<u>800.00</u> 800.00	137191
Check 137192							
101-000-257-064	BCB20-0152 1106 Electric	DAVID HORTON	BD Bond Refund Total For Check 137192	BCB20-0152	12/16/20	<u>3,800.00</u> 3,800.00	137192
Check 137193							
101-000-257-064	BCB18-0063 2215 15th	Dolores Shay	BD Bond Refund Total For Check 137193	BCB18-0063	12/16/20	<u>1,300.00</u> 1,300.00	137193
Check 137194							
590-200-925-752	Excess Flow Charges	DOWNRIVER UTILITY WASTEWATER	Dec 2020 Excess Flow Total For Check 137194	301231	12/16/20	<u>106,994.00</u> 106,994.00	137194
Check 137195							
101-448-750-260	Garage-Operating Expenses	FLEET PRIDE	STOCK U-BOLT DPS Total For Check 137195	64588062	12/16/20	<u>128.80</u> 128.80	137195
Check 137196							
101-000-203-030	A/P-Property Tax Overpayments	Hassan Nahhas	2020 Summer Refund Overpayment 012-07-0011-002 Total For Check 137196	304 Walnut	12/16/20	<u>2,766.36</u> 2,766.36	137196
Check 137197							
101-301-825-395	IT-Operation & Maintenance	HOODS DO IT CENTER	Truitt - Tools to Fix Car 7-5	66830	12/16/20	54.96	137197
101-336-750-220	Operating Expenses	HOODS DO IT CENTER	FEMALE HOSE END	66716	12/16/20	7.01	137197
101-336-750-220	Operating Expenses	HOODS DO IT CENTER	OPTI-2 1 GALLON MIX	66804	12/16/20	15.06	137197
499-200-850-539	Beautification Commission	HOODS DO IT CENTER	CUSTOMER NO 53316 - PHOTO TIMER - BEAUTIFICATION COMMISSION Total For Check 137197	66885	12/16/20	<u>15.99</u> 93.02	137197

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Check 137198							
101-000-257-064	BCB20-0123 3127 21st	HOOKS, AMBER L	BD Bond Refund	BCB20-0123	12/16/20	2,400.00	137198
			Total For Check 137198			2,400.00	
Check 137199							
590-200-926-310	Operation,Maintenance & Replacement	INLAND WATERS POLLUTION CONTROL INC	EE#1 VANALSTYNE SEWER INVESTIGATION & REPAIR	VANALSTYNE SEWER	12/16/20	17,617.05	137199
590-200-926-310	Operation,Maintenance & Replacement	INLAND WATERS POLLUTION CONTROL INC	EE#2 VANALSTYNE SEWER INVESTIGATION AND REPAIR	VANALSTYNE SEWER	12/16/20	28,080.00	137199
			Total For Check 137199			45,697.05	
Check 137200							
101-440-750-210	Office Supplies	INTERNATIONAL CODE COUNCIL INC	JESUS R PASENCIA MEMBERSHIP	3294376	12/16/20	145.00	137200
			Total For Check 137200			145.00	
Check 137201							
101-000-257-064	BCB19-0254 160 Walnut	LEAF, EVAN ALAN	BD Bond Refund	BCB19-0254	12/16/20	1,500.00	137201
			Total For Check 137201			1,500.00	
Check 137202							
101-750-825-490	Field Maintenance & Supplies	LOWE'S COMPANIES INC	MISC SUPPLIES	901846	12/16/20	42.38	137202
101-750-825-490	Field Maintenance & Supplies	LOWE'S COMPANIES INC	MISC SUPPLIES	902626	12/16/20	18.61	137202
			Total For Check 137202			60.99	
Check 137203							
101-000-231-050	P/R Deductions-LTD (Employer)	Madison National Life Insurance Co.	LTD - December 2020	December 2020	12/16/20	1,516.25	137203
101-000-231-051	P/R Deductions-LTD (Employee)	Madison National Life Insurance Co.	LTD - December 2020	December 2020	12/16/20	655.42	137203
499-000-231-050	P/R Deductions-LTD (Employer)	Madison National Life Insurance Co.	LTD - December 2020	December 2020	12/16/20	10.31	137203
			Total For Check 137203			2,181.98	
Check 137204							
101-136-925-790	Miscellaneous	MAT COURT RECORDING & COURT SERVICE	TRANSCRIPT	11022020	12/16/20	50.00	137204
			Total For Check 137204			50.00	
Check 137205							
101-448-750-210	Office Supplies	MICHIGAN MUNICIPAL LEAGUE	WEBSITE CLASSIFIED AD (DPS SUPERINTENDENT)	21664	12/16/20	66.84	137205
			Total For Check 137205			66.84	
Check 137206							
101-000-231-052	P/R Deductions-Life Ins (Employer)	Minnesota Life Insurance Company	Life Insurance - December 2020	December 2020	12/16/20	1,625.00	137206
499-000-231-052	P/R Deductions-Life Ins (Employer)	Minnesota Life Insurance Company	Life Insurance - December 2020	December 2020	12/16/20	13.00	137206
732-000-393-035	Reserve-Health & Life	Minnesota Life Insurance Company	Life Insurance - December 2020	December 2020	12/16/20	221.55	137206
			Total For Check 137206			1,859.55	
Check 137207							
101-200-825-910	Electric 640 PLUM	MUNICIPAL SERVICE	640 PLUM - OCTOBER 20	001153-020385 OCT20	12/16/20	85.61	137207
101-301-750-220	Operating Expenses-Internet 2015 Biddle	MUNICIPAL SERVICE	2015 BIDDLE November 2020	032253-027401 Nov20	12/16/20	44.10	137207
101-301-750-220	Operating Expenses-Fran.Fee 2015 Biddle	MUNICIPAL SERVICE	2015 BIDDLE November 2020	032253-027401 Nov20	12/16/20	1.65	137207
101-301-825-910	Electric 2015 Biddle	MUNICIPAL SERVICE	2015 BIDDLE November 2020	032253-027401 Nov20	12/16/20	7,333.20	137207
101-301-825-920	Water 2015 Biddle	MUNICIPAL SERVICE	2015 BIDDLE November 2020	032253-027401 Nov20	12/16/20	236.83	137207
101-336-825-910	Electric 266 Maple	MUNICIPAL SERVICE	266 MAPLE NOVEMBER 20	009821-018747 NOV 20	12/16/20	765.49	137207
101-336-825-920	Water 266 Maple	MUNICIPAL SERVICE	266 MAPLE NOVEMBER 20	009821-018747 NOV 20	12/16/20	171.95	137207
101-750-825-910	Electric - 2306 4TH	MUNICIPAL SERVICE	2306 4TH NOVEMBER 2020	029023-006227 NOV 20	12/16/20	1,096.50	137207
101-750-825-920	Water - 2306 4TH	MUNICIPAL SERVICE	2306 4TH NOVEMBER 2020	029023-006227 NOV 20	12/16/20	26.68	137207
101-756-825-910	Electric - 3131 3RD	MUNICIPAL SERVICE	3131 3RD NOVEMBER 2020	028511-017633 NOV 20	12/16/20	11,107.12	137207
101-756-825-920	Water - 3131 3RD	MUNICIPAL SERVICE	3131 3RD NOVEMBER 2020	028511-017633 NOV 20	12/16/20	504.58	137207
202-440-825-420	Traffic Signals 1111 TRAFFIC SIGNALS	MUNICIPAL SERVICE	1111 TRAFFIC SIGNALS November 2020	001349-014305 Nov20	12/16/20	853.28	137207
499-200-850-542	104 Elm Cable November 2020	MUNICIPAL SERVICE	104 Elm Cable November 2020	057023 Nov 2020	12/16/20	6.00	137207
525-750-825-910	Electric - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE NOVEMBER 2020	001233-014201 NOV 20	12/16/20	705.30	137207
525-750-825-910	Electric - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE NOVEMBER 2020	001231-014199 NOV 20	12/16/20	389.17	137207
525-750-825-910	Electric - 1 PINE BASF	MUNICIPAL SERVICE	1 PINE BASF NOVEMBER 2020	044083-022795 NOV 20	12/16/20	33.74	137207
525-750-825-910	Electric - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE NOVEMBER 2020	001267-014215 NOV 20	12/16/20	295.02	137207
525-750-825-910	Electric -4325 BIDDLE	MUNICIPAL SERVICE	4325 BIDDLE NOVEMBER 2020	001273-014219 NOV 20	12/16/20	67.08	137207
525-750-825-920	Water - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE NOVEMBER 2020	001233-014201 NOV 20	12/16/20	26.68	137207

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525-750-825-920	Water - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE NOVEMBER 2020	001231-014199 NOV 20	12/16/20	116.80	137207
525-750-825-920	Water - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE NOVEMBER 2020	001267-014215 NOV 20	12/16/20	62.73	137207
530-444-825-220	Operating Expenses-Bank Bldg 3200 BIDDLE	MUNICIPAL SERVICE	3200 BIDDLE OCTOBER 20	068011-011323 OCT20	12/16/20	58.00	137207
530-444-825-910	Electric-Bank Bldg 3200 BIDDLE	MUNICIPAL SERVICE	3200 BIDDLE OCTOBER 20	068011-011323 OCT20	12/16/20	4,456.27	137207
530-444-825-920	Water-Bank Bldg 3200 BIDDLE	MUNICIPAL SERVICE	3200 BIDDLE OCTOBER 20	068011-011323 OCT20	12/16/20	463.92	137207
			Total For Check 137207			<u>28,907.70</u>	
Check 137208							
101-000-257-064	BCB20-0084 3301 Biddle 4A	PENNY WILLIAMS	BD Bond Refund	BCB20-0084	12/16/20	250.00	137208
			Total For Check 137208			<u>250.00</u>	
Check 137209							
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Feline Rabies - Beanie, Alyce, Megatron	67684	12/16/20	144.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Heartworm Test - Ollie	67817	12/16/20	31.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Feline - Binx, Giblet	68736	12/16/20	96.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Feline - Emmett, Pony Boy, Reese	68450	12/16/20	144.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Canine Rabies - Buddy	68535	12/16/20	31.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Canine Rabies - Eddie	68765	12/16/20	31.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Feline Rabies - George/Dracula	69156	12/16/20	96.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Feline Rabies - Icarus, Atlas, Apollo	69429	12/16/20	144.00	137209
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Heartworm Test - Capone	69678	12/16/20	31.00	137209
			Total For Check 137209			<u>748.00</u>	
Check 137210							
492-200-850-519	Land Purchases	PRO EXCAVATION INC	EE#3 DEMOLITION OF VARIOUS STRUCTURES FILE #4778	20-00243550	12/16/20	25,000.00	137210
			Total For Check 137210			<u>25,000.00</u>	
Check 137211							
101-000-257-064	BCB19-0030 550 Elm	ROBERT J SEXTON	BD Bond Refund	BCB19-0030	12/16/20	1,000.00	137211
			Total For Check 137211			<u>1,000.00</u>	
Check 137212							
101-448-750-270	Building Maintenance	SCHINDLER ELEVATOR CORPORATION	Monthly Elevator Inspection Police Sta Court (D)	8105488808	12/16/20	377.77	137212
			Total For Check 137212			<u>377.77</u>	
Check 137213							
101-000-257-064	BCB20-0082 1161 6th	SCOTT SPENCER	BD Bond Refund	BCB20-0082	12/16/20	2,000.00	137213
			Total For Check 137213			<u>2,000.00</u>	
Check 137214							
101-136-850-510	Office Equipment	SERVICE EXPRESS	IBM 17 GB EQUIPMENT REPAIR JMS	645702	12/16/20	1,055.12	137214
			Total For Check 137214			<u>1,055.12</u>	
Check 137215							
101-000-257-064	BCB20-0190 1294 12th	SHRINER, WILLIAM	BD Bond Refund	BCB20-0190	12/16/20	1,500.00	137215
			Total For Check 137215			<u>1,500.00</u>	
Check 137216							
101-215-750-210	Office Supplies	STAPLES ADVANTAGE	election and office supplies	3462495407	12/16/20	129.85	137216
101-840-750-210	Office Supplies	STAPLES ADVANTAGE	election and office supplies	3462495407	12/16/20	78.13	137216
			Total For Check 137216			<u>207.98</u>	
Check 137217							
101-000-257-064	Reserve-Compliance Escrow	STEVE ISERKA	ESCROW REFUND 1532 MAPLE 13-0129	1532 MAPLE	12/16/20	1,200.00	137217
			Total For Check 137217			<u>1,200.00</u>	
Check 137218							
101-336-750-223	Computer Connectivity	STRYKER SALES CORPORATION	CARDIAC MONITOR 3 YEAR DATA CONTRACT 4/1/20-3/31/23	3213741 M	12/16/20	1,794.00	137218
			Total For Check 137218			<u>1,794.00</u>	
Check 137219							
732-000-231-080	Payroll W/H-Cancer Insurance	Transamerica Employee Benefits	CANCER INSURANCE NOVEMBER 2020	2503989274 11/20	12/16/20	61.05	137219

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						<u>61.05</u>	
Total For Check 137219							
Check 137220							
101-301-750-220	Operating Expenses	TRANSUNION RISK AND ALTERNATIVE	Monthly Statement 11/1/20 thru 11/30/20	2889411-202011-1	12/16/20	<u>150.00</u>	137220
Total For Check 137220						<u>150.00</u>	
Check 137221							
677-200-950-610	Liability Claims-City	TRAVELERS	John E Chandler - 11/05/20	000588062	12/16/20	<u>2,887.39</u>	137221
Total For Check 137221						<u>2,887.39</u>	
Check 137222							
306-200-925-790	Other Expenses-Misc	US BANK	2014 Refunding Bond (LTGO)	5943818	12/16/20	<u>500.00</u>	137222
Total For Check 137222						<u>500.00</u>	
Check 137223							
285-225-925-849	Special Events-Misc	VERIZON WIRELESS	SE Cell phone	9866360922	12/16/20	<u>50.54</u>	137223
Total For Check 137223						<u>50.54</u>	
Check 137224							
525-750-925-840	Advertising	Y P	ADVERTISING	11192020	12/16/20	<u>33.00</u>	137224
Total For Check 137224						<u>33.00</u>	
Check 8210							
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/6/20	12/09/20	8,826.82	8210
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/6/20	12/09/20	18,279.61	8210
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/6/20	12/09/20	209.57	8210
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/6/20	12/09/20	49.02	8210
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/6/20	12/09/20	0.58	8210
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/6/20	12/09/20	<u>2.42</u>	8210
Total For Check 8210						<u>27,368.02</u>	
Check 8211							
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 12/6/20	12/09/20	2,943.10	8211
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 12/6/20	12/09/20	670.00	8211
499-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 12/6/20	12/09/20	<u>3.43</u>	8211
Total For Check 8211						<u>3,616.53</u>	
Check 8212							
101-000-231-040	P/R Deductions-Credit Union	MICHIGAN EDUCATION SAVINGS PROGRAM	MICHIGAN EDUCATION SAVINGS PROGRAM	P/R ENDING 12/6/20	12/09/20	<u>200.00</u>	8212
Total For Check 8212						<u>200.00</u>	
Check 8213							
101-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 12/6/20	12/09/20	11,399.30	8213
499-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 12/6/20	12/09/20	44.00	8213
525-000-228-021	State Tax W/H-General City	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 12/6/20	12/09/20	<u>0.83</u>	8213
Total For Check 8213						<u>11,444.13</u>	
Check 8214							
101-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 12/6/20	12/09/20	30,139.69	8214
499-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 12/6/20	12/09/20	63.42	8214
525-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 12/6/20	12/09/20	<u>10.00</u>	8214
Total For Check 8214						<u>30,213.11</u>	
Check 8215							
731-000-228-021	Due to State-W/H	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	PENSION 12/15/20	12/15/20	<u>11,779.05</u>	8215
Total For Check 8215						<u>11,779.05</u>	
Check 8216							
525-750-925-770	Taxes	STATE OF MICHIGAN TREASURY DEPT	SALES TAX STATE OF MICHIGAN	NOVEMBER 2020	12/15/20	<u>35.65</u>	8216
Total For Check 8216						<u>35.65</u>	
Check 8217							

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731-000-228-024	Due to Federal-Income Taxes	U.S. TAX ACCOUNT	US TAX ACCOUNT Total For Check 8217	PENSION 12/15/20	12/15/20	<u>60,713.62</u> 60,713.62	8217
Check 8218							
101-000-227-000	Due to Public Library	BACON MEMORIAL LIBRARY	TAX DIST LIBRARY SUMMER Total For Check 8218	SUMMER 2020	12/15/20	<u>2,105.47</u> 2,105.47	8218
Check 8219							
101-000-223-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2020	12/15/20	7,802.43	8219
101-000-224-024	Due to RESA - Enhancement Millage	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2020	12/15/20	2,762.68	8219
101-000-226-000	Due to Special Education	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2020	12/15/20	4,652.10	8219
101-000-228-000	Due to State (SET)	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY Total For Check 8219	SUMMER 2020	12/15/20	<u>8,288.34</u> 23,505.55	8219
Check 8220							
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	14,720.40	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	13,958.11	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	58,199.27	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	3,656.92	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	3,152.16	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	14,864.62	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2020	12/15/20	1,483.37	8220
701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY Total For Check 8220	WINTER 2020	12/15/20	<u>2,977.04</u> 113,011.89	8220
Check 8221							
101-000-225-000	DUE TO WYAN SCHOOL BOARD-OPER	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2020	12/15/20	4,072.54	8221
101-000-225-025	Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2020	12/15/20	2,762.68	8221
101-000-225-030	Due to Wyan School Board-Sinking Fund	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT Total For Check 8221	SUMMER 2020	12/15/20	<u>1,208.58</u> 8,043.80	8221
Check 8222							
101-000-225-030	Due to Wyan School Board-Sinking Fund	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	WINTER 2020	12/15/20	22,845.23	8222
101-000-225-000	Due to Wyandotte School Board	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	WINTER 2020	12/15/20	52,769.61	8222
101-000-225-025	Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT Total For Check 8222	WINTER 2020	12/15/20	<u>52,221.55</u> 127,836.39	8222
Check 8223							
530-444-825-215	Cleaning-Bank Bldg	1st Ayd Corporation	COVID 19 MASK/GLOVES Total For Check 8223	PSI413230	12/16/20	<u>816.86</u> 816.86	8223
Check 8224							
101-448-750-233	Const-Road Maintenance	A M LEONARD INC	Supplies for Leaf Pick-up Total For Check 8224	CI20115407	12/16/20	<u>992.83</u> 992.83	8224
Check 8225							
101-448-825-420	Building Services	ADVANTAGE PEST CONTROL	PEST CONTROL POLICE OCTOBER 2020	POLICE OCT 20	12/16/20	175.00	8225
101-448-825-420	Building Services	ADVANTAGE PEST CONTROL	NOVEMBER 2020 POLICE DEPT	NOV 20 POLICE	12/16/20	175.00	8225
101-448-825-420	Building Services	ADVANTAGE PEST CONTROL	ANTS/BEEES (EXTERIOR) SPIDERS (INTERIOR) Total For Check 8225	CITY HALL	12/16/20	<u>297.00</u> 647.00	8225
Check 8226							
101-448-825-431	Garage-Other Vehicle Maintenance	AIS CONSTRUCTION EQUIPMENT	FUEL SENSOR FOR VPS 73 VIN DW644JH618346	D38197	12/16/20	348.95	8226
101-448-825-431	Garage-Other Vehicle Maintenance	AIS CONSTRUCTION EQUIPMENT	FUEL SENSOR SWITCH VPS 73 DW644JH618346 Total For Check 8226	D37152	12/16/20	<u>349.01</u> 697.96	8226
Check 8227							
202-440-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#16 2020 HMA RESURFACING PROGRAM FILE #4707 EXTENSION	RESURFACING PROGRAM	12/16/20	9,771.08	8227
203-440-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#16 2020 HMA RESURFACING PROGRAM FILE #4707 EXTENSION	RESURFACING PROGRAM	12/16/20	34,078.55	8227
249-450-825-461	Sidewalks	AL'S ASPHALT PAVING CO INC	EE#16 2020 HMA RESURFACING PROGRAM FILE #4707 EXTENSION	RESURFACING PROGRAM	12/16/20	8,917.73	8227
492-200-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#16 2020 HMA RESURFACING PROGRAM FILE #4707 EXTENSION Total For Check 8227	RESURFACING PROGRAM	12/16/20	<u>80,867.96</u> 133,635.32	8227

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Check 8228							
101-000-257-086	Reserve-Police Honor Guard	ALLIE BROTHERS UNIFORM	Carpeaux - Honor Guard Uniform Total For Check 8228	81455	12/16/20	<u>154.97</u> 154.97	8228
Check 8229							
101-303-825-220	Operating Expenses	ANIMAL CARE EQUIPMENT & SERVICES	38" Tomahawk Animal Graspers	85531	12/16/20	183.75	8229
101-303-825-220	Operating Expenses	ANIMAL CARE EQUIPMENT & SERVICES	Humaniac Talon Gloves Total For Check 8229	85865	12/16/20	<u>81.05</u> 264.80	8229
Check 8230							
101-756-825-420	Bldg & Equip Maintenance	Arnold Sales Com. Janitor Supply	WINDOW SQUIGEE Total For Check 8230	1326886-1	12/16/20	<u>16.90</u> 16.90	8230
Check 8231							
101-448-825-431	Garage-Other Vehicle Maintenance	ARROW TRUCKS & PARTS CO	REPAIRS TO VPS 35 VIN 1FVAC3B5S1ADAU0374 Total For Check 8231	37218	12/16/20	<u>563.00</u> 563.00	8231
Check 8232							
101-336-825-430	Auto Maintenance	AUTO-WARES INC	FINAL CHG AF Total For Check 8232	334-471269	12/16/20	<u>160.74</u> 160.74	8232
Check 8233							
101-448-750-260	Garage-Operating Expenses	BAKERS GAS & WELDING SUPPLIES	CYLINDER RENTAL NOV 2020 Total For Check 8233	09239869	12/16/20	<u>163.40</u> 163.40	8233
Check 8234							
101-756-825-420	Bldg & Equip Maintenance	BAKERS GAS & WELDING SUPPLIES	CO2 Total For Check 8234	9239656	12/16/20	<u>44.82</u> 44.82	8234
Check 8235							
101-448-750-260	Garage-Operating Expenses	BEARING SERVICE INC	BEARING STOCK Total For Check 8235	4185400-00	12/16/20	<u>39.46</u> 39.46	8235
Check 8236							
101-301-825-395	IT-Operation & Maintenance	BERESFORD COMPANY	Plastic badge cases for I.D.s Total For Check 8236	67183	12/16/20	<u>49.50</u> 49.50	8236
Check 8237							
101-136-750-224	Subscriptions	BLUE360 MEDIA	MICHIGAN PENAL CODE HANDBOOK Total For Check 8237	INV-201008-SF-06194	12/16/20	<u>73.75</u> 73.75	8237
Check 8238							
677-336-825-320	Worker's Comp-Medical Fees	BROADSPIRE SERVICES INC	LOSSES VALUED 11/01/2020 - 11/30/2020	210142784	12/16/20	4,336.06	8238
677-336-825-360	Worker's Comp-Claims	BROADSPIRE SERVICES INC	LOSSES VALUED 11/01/2020 - 11/30/2020	210142784	12/16/20	3,787.70	8238
677-440-825-320	Worker's Comp-Medical Fees	BROADSPIRE SERVICES INC	LOSSES VALUED 11/01/2020 - 11/30/2020	210142784	12/16/20	2,354.06	8238
677-448-825-320	Worker's Comp-Medical Fees	BROADSPIRE SERVICES INC	LOSSES VALUED 11/01/2020 - 11/30/2020	210142784	12/16/20	2,544.09	8238
677-448-825-360	Worker's Comp-Claims	BROADSPIRE SERVICES INC	LOSSES VALUED 11/01/2020 - 11/30/2020 Total For Check 8238	210142784	12/16/20	<u>2,476.10</u> 15,498.01	8238
Check 8239							
499-200-850-539	Beautification Commission	BRONNERS CHRISTMAS DECORATIONS	CUSTOMER #285416001 - CUSTOM HOLIDAY ORNAMENTS Total For Check 8239	INV5672	12/16/20	<u>260.84</u> 260.84	8239
Check 8240							
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	12082020	12/16/20	275.00	8240
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	12072020	12/16/20	250.00	8240
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	12092020	12/16/20	275.00	8240
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	11302020	12/16/20	550.00	8240
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	12042020	12/16/20	100.00	8240
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	12012020	12/16/20	600.00	8240
260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY	12022020	12/16/20	500.00	8240

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260-136-825-229	MIDC Attorneys	Christopher Bogard	COURT APPOINTED ATTORNEY Total For Check 8240	12032020	12/16/20	<u>400.00</u> 2,950.00	8240
Check 8241							
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12012020	12/16/20	150.00	8241
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	11252020	12/16/20	450.00	8241
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	11302020	12/16/20	200.00	8241
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12082020	12/16/20	<u>150.00</u>	8241
						950.00	
Check 8242							
260-136-825-229	MIDC Attorneys	David Michael Bogard	COURT APPOINTED ATTORNEY	12062020	12/16/20	250.00	8242
260-136-825-229	MIDC Attorneys	David Michael Bogard	COURT APPOINTED ATTORNEY	12072020	12/16/20	200.00	8242
260-136-825-229	MIDC Attorneys	David Michael Bogard	COURT APPOINTED ATTORNEY	12082020	12/16/20	100.00	8242
260-136-825-229	MIDC Attorneys	David Michael Bogard	COURT APPOINTED ATTORNEY	11292020	12/16/20	150.00	8242
260-136-825-229	MIDC Attorneys	David Michael Bogard	COURT APPOINTED ATTORNEY	11302020	12/16/20	275.00	8242
260-136-825-229	MIDC Attorneys	David Michael Bogard	COURT APPOINTED ATTORNEY	12012020	12/16/20	<u>100.00</u>	8242
						1,075.00	
Check 8243							
101-448-750-270	Building Maintenance	DELTA FOREMOST CHEMICAL CORP	Back pack sprayer for Sanitizing public buildings (T)	170038	12/16/20	146.78	8243
530-444-825-215	Cleaning-Bank Bldg	DELTA FOREMOST CHEMICAL CORP	COVID 19 CITRAFACT AEROSOL/ALCOHOL WIPES	169652	12/16/20	<u>659.48</u>	8243
						806.26	
Check 8244							
101-448-750-270	Building Maintenance	DEPENDABLE DOOR	Repairs to east door Airway Building DPS (F)	10878	12/16/20	<u>200.00</u>	8244
						200.00	
Check 8245							
101-448-750-231	Const-Signage,Striping,Barricades	DORNBOS SIGN & SAFETY INC	Red HIP Vinyl for Vehicles	51694	12/16/20	988.00	8245
101-448-750-231	Const-Signage,Striping,Barricades	DORNBOS SIGN & SAFETY INC	Green HIP vinyl for vehicles	51695	12/16/20	<u>999.00</u>	8245
						1,987.00	
Check 8246							
101-448-825-431	Garage-Other Vehicle Maintenance	EXOTIC AUTOMATION & SUPPLY	HOSES FOR VPS 42 VIN 1FDAF56RS8EC11355	11093059	12/16/20	<u>89.22</u>	8246
						89.22	
Check 8247							
101-301-825-395	IT-Operation & Maintenance	Expert Technology Services	AXON tagging with developer - Ken Mackey	03109	12/16/20	<u>100.00</u>	8247
						100.00	
Check 8248							
265-301-925-730	Other Expenses - State	FEED RITE PET SHOP & SUPPLY	K9 Jax - Wellness Core	638627	12/16/20	64.99	8248
265-301-925-730	Other Expenses - State	FEED RITE PET SHOP & SUPPLY	K9 ICE - Wellness Core	641850	12/16/20	<u>68.99</u>	8248
						133.98	
Check 8249							
101-750-750-220	Operating Expenses	FORTE PAYMENT SYSTEMS INC	MONTHLY FEE	7466092	12/16/20	<u>5.00</u>	8249
						5.00	
Check 8250							
203-440-825-460	Resurfacing	G V CEMENT	EE#15 2019 SANITARY SEWER REPAIRS FILE #4755	SEWER REPAIR	12/16/20	<u>18,244.52</u>	8250
						18,244.52	
Check 8251							
101-440-825-490	C of C Inspectors	GENE H STEPHENS	INSPECTIONS	11232020--12062020	12/16/20	<u>316.50</u>	8251
						316.50	
Check 8252							
499-200-925-807	EXISTING BUSINESS STIMULUS	GLOW FISH STUDIOS WYANDOTTE LLC	Downtown Dollars	696187	12/16/20	<u>20.00</u>	8252
						20.00	

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Check 8253							
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	11192020	12/16/20	400.00	8253
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	11202020	12/16/20	350.00	8253
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	11242020	12/16/20	325.00	8253
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	11252020	12/16/20	225.00	8253
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	12022020	12/16/20	250.00	8253
			Total For Check 8253			<u>1,550.00</u>	
Check 8254							
101-336-825-430	Auto Maintenance	GORNO FORD	REMOTE FOR 2020 F150	T4779	12/16/20	395.00	8254
101-448-850-530	Vehicles	GORNO FORD	2020 FORD F-250 4X4	T5107	12/16/20	31,210.00	8254
101-448-850-530	Vehicles	GORNO FORD	2020 FORD F-250 4X4	T4988	12/16/20	35,104.00	8254
			Total For Check 8254			<u>66,709.00</u>	
Check 8255							
101-448-750-220	Sanitation-Operating Expenses	GRAINGER	PARTS TAGS STOCK	9733156641	12/16/20	56.21	8255
			Total For Check 8255			<u>56.21</u>	
Check 8256							
101-336-825-430	Auto Maintenance	GROAT BROTHERS AUTO SUPPLY	OIL CHANGE FOR RENTAL RESCUE	RO40088	12/16/20	185.00	8256
			Total For Check 8256			<u>185.00</u>	
Check 8257							
285-225-925-825	Christmas Parade	GROSSE ILE LAWN SPRINKLER INC	Final Payment for Tree	53085	12/16/20	700.00	8257
			Total For Check 8257			<u>700.00</u>	
Check 8258							
101-301-825-436	Car Washes	H & H AUTO WASH	Car Washes 11/2/20 thru 11/21/20	120120	12/16/20	102.00	8258
			Total For Check 8258			<u>102.00</u>	
Check 8259							
101-200-825-380	Grievance/Arbitration	HOWARD L SHIFMAN PC	Profesional Services - November 2020	14238	12/16/20	2,898.50	8259
			Total For Check 8259			<u>2,898.50</u>	
Check 8260							
101-000-257-078	Reserve-Animal Care	HSB VETERINARY SUPPLY INC	Feline Vaccines	388540	12/16/20	462.25	8260
			Total For Check 8260			<u>462.25</u>	
Check 8261							
101-448-825-420	Building Services	J & G Poly Sales, LLC	COVID 19 FRANKLIN Q-128 DISINFECTANT	1830	12/16/20	79.95	8261
			Total For Check 8261			<u>79.95</u>	
Check 8262							
101-448-825-431	Garage-Other Vehicle Maintenance	J & R TRACTOR	DRIVELINE FOR SALT SPREADER VPS S1 VIN Z8DB11689	100816	12/16/20	136.18	8262
			Total For Check 8262			<u>136.18</u>	
Check 8263							
101-750-825-490	Field Maintenance & Supplies	J C EHRLICH	PEST CONTROL REC BUILDING	8882530	12/16/20	48.00	8263
			Total For Check 8263			<u>48.00</u>	
Check 8264							
101-448-750-231	Const-Signage,Striping,Barricades	JACK DOHENY COMPANIES INC	Core bit for Sign install	A26590	12/16/20	225.00	8264
			Total For Check 8264			<u>225.00</u>	
Check 8265							
285-225-925-825	Christmas Parade	Jake Conz	Tree Lighting/Downtown Lights	12012020	12/16/20	500.00	8265
			Total For Check 8265			<u>500.00</u>	
Check 8266							
101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEW	11232020-12062020	12/16/20	231.00	8266
			Total For Check 8266			<u>231.00</u>	

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Check 8267							
101-440-825-490	C of C Inspectors	JEFFERY CARLEY	INSPECTIONS	11232020-12062020	12/16/20	972.00	8267
			Total For Check 8267			972.00	
Check 8268							
101-448-750-243	Parks-Flags & Decorations	JERRY'S ACE HARDWARE	Christmas decoration supplies	71323	12/16/20	22.78	8268
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	Batteries for DPS (F)	71438	12/16/20	9.49	8268
530-444-825-420	Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	HOOKS MINI CLEAR	071534	12/16/20	13.29	8268
530-444-825-420	Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	Toilet Tank repair City Hall	71446	12/16/20	13.29	8268
530-444-825-420	Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	Elevator Light City Hall	71365	12/16/20	8.54	8268
			Total For Check 8268			67.39	
Check 8269							
492-200-850-524	Recreation-City Parks	KIRBY BUILT	MEMORIAL BENCH DAVID TOMASOVITCH	SOKSA6834	12/16/20	1,034.96	8269
			Total For Check 8269			1,034.96	
Check 8270							
101-448-750-260	Garage-Operating Expenses	LAKESHORE UTILITY TRAILER INC	STOCK TRAILER PARTS	01P14506	12/16/20	29.46	8270
			Total For Check 8270			29.46	
Check 8271							
101-448-750-270	Building Maintenance	LINCOLN PARK GLASS	REMOVE 4TH STORY WINDOW CITY HALL 3200 BIDDLE	10739	12/16/20	1,600.00	8271
			Total For Check 8271			1,600.00	
Check 8272							
101-448-825-431	Garage-Other Vehicle Maintenance	LYONS TOWING	TOWING OF VPS 171	111381	12/16/20	275.00	8272
			Total For Check 8272			275.00	
Check 8273							
202-440-825-460	Resurfacing	MICHIGAN JOINT SEALING INC	EE#6 F BITUMINOUS JOINT AND CRACK SEALING FILE #4757	BITUMINOUS JOINT	12/16/20	5,000.00	8273
			Total For Check 8273			5,000.00	
Check 8274							
101-750-850-550	SMART-Equipment/Maintenance	Michigan Urgent Care	JOHN DRONGOWSKI - OCC URINE DRUG SCREEN COLLECTION (10/29/20)	21091	12/16/20	20.00	8274
			Total For Check 8274			20.00	
Check 8275							
101-301-750-220	Operating Expenses	Mister Uniform & Mat Rental	Police - Mat Rental Service3 11/2/20	2315556	12/16/20	53.00	8275
101-301-750-220	Operating Expenses	Mister Uniform & Mat Rental	Police - Mat Rental Service3 11/19/20	2316333	12/16/20	53.00	8275
101-301-750-220	Operating Expenses	Mister Uniform & Mat Rental	Police - Mat Rental Service3 11/30/20	2316694	12/16/20	53.00	8275
101-303-825-220	Operating Expenses	Mister Uniform & Mat Rental	Grove Street - 11/5/20 Service	2315772	12/16/20	26.00	8275
530-444-825-220	Operating Expenses-Bank Bldg	Mister Uniform & Mat Rental	MAT RENTAL NOVEMBER	2316695	12/16/20	97.84	8275
			Total For Check 8275			282.84	
Check 8276							
492-200-850-524	Recreation-City Parks	OWENS FENCE INC	REPAIR FENCE AT BISHOP PARK	58707	12/16/20	475.00	8276
			Total For Check 8276			475.00	
Check 8277							
101-136-750-230	Postage	Pitney Bowes Global Finan. Services	POSTAGE	3312463862	12/16/20	500.94	8277
			Total For Check 8277			500.94	
Check 8278							
530-444-825-220	Operating Expenses-Bank Bldg	PIZZO DEVELOPMENT GROUP LLC	EE#1 SNOW REMOVAL & SALT APPLICATION CITY HALL	SNOW REMOVAL	12/16/20	700.00	8278
			Total For Check 8278			700.00	
Check 8279							
101-200-825-310	Audit Fees	PLANTE & MORAN PLLC	Professional Services Rendered for year ended September 30, 2020	1930349	12/16/20	25,000.00	8279
			Total For Check 8279			25,000.00	
Check 8280							
101-448-825-431	Garage-Other Vehicle Maintenance	Pomp's Tire Service	TIRE REPAIR FOR VPS 73 VIN DW644JH618346	1470014478	12/16/20	330.00	8280

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			Total For Check 8280			<u>330.00</u>	
Check 8281							
101-000-257-078	Reserve-Animal Care	POUND PALS DOWNRIVER	Air Purifier/Signs for the Shelter	120220	12/16/20	1,336.69	8281
101-000-257-078	Reserve-Animal Care	POUND PALS DOWNRIVER	Purchases for pound - Arm&Hammer LTTR PN	112920	12/16/20	<u>89.92</u>	8281
			Total For Check 8281			<u>1,426.61</u>	
Check 8282							
101-253-825-350	Printing	PROFROMA TEAM MARKETIN SOLUTIONS	2020 Winter Tax Statements	BQ340012718	12/16/20	<u>5,534.65</u>	8282
			Total For Check 8282			<u>5,534.65</u>	
Check 8283							
101-448-750-270	Building Maintenance	PURCLEAN FIRST RESPONDERS	COVID Cleaning at Court (D)	1636	12/16/20	<u>1,100.00</u>	8283
			Total For Check 8283			<u>1,100.00</u>	
Check 8284							
101-336-825-430	Auto Maintenance	R&R FIRE TRUCK REPAIR, INC	REAR SUSPENSION REPAIRS LEASE RESCUE	58970	12/16/20	456.27	8284
101-336-825-430	Auto Maintenance	R&R FIRE TRUCK REPAIR, INC	ROLL PIN/LABOR L72	58900	12/16/20	<u>360.90</u>	8284
			Total For Check 8284			<u>817.17</u>	
Check 8285							
101-440-825-490	C of C Inspectors	RONALD E KEEHN	INSPECTIONS	11232020-12062020	12/16/20	<u>139.00</u>	8285
			Total For Check 8285			<u>139.00</u>	
Check 8286							
492-200-850-524	Recreation-City Parks	S & D FIELD SERVICES	INSTALLED SWINGS	11416	12/16/20	<u>3,000.00</u>	8286
			Total For Check 8286			<u>3,000.00</u>	
Check 8287							
101-448-825-430	Garage-Police Vehicle Maintenance	S&H AUTO PARTS INC	HEADLIGHTS FOR VP 7-22 VIN 1GNLC2E01CR321951	20680	12/16/20	<u>214.00</u>	8287
			Total For Check 8287			<u>214.00</u>	
Check 8288							
101-301-750-210	Office Supplies	SAM'S CLUB	2 boxes of 6 x 9 envelopes	000000	12/16/20	27.96	8288
101-303-825-220	Operating Expenses	SAM'S CLUB	DCAC Misc. Supplies	000000	12/16/20	<u>34.90</u>	8288
			Total For Check 8288			<u>62.86</u>	
Check 8289							
101-448-825-431	Garage-Other Vehicle Maintenance	SELKING INTERNATIONAL	SWITCH PACK HOUSING FOR VPS 163 VIN 1HTWCSTR8GH283981	10545583P	12/16/20	<u>285.16</u>	8289
			Total For Check 8289			<u>285.16</u>	
Check 8290							
101-756-825-420	Bldg & Equip Maintenance	SERV-ICE REFRIGERATION INC	BEARINGS	YM120120	12/16/20	<u>852.26</u>	8290
			Total For Check 8290			<u>852.26</u>	
Check 8291							
101-301-825-330	Prisoner Care	SHOPPER'S VALLEY MARKET	Meals for Prisoners	166501	12/16/20	<u>171.00</u>	8291
			Total For Check 8291			<u>171.00</u>	
Check 8292							
101-448-750-261	Garage-Gasoline & Oil	SHRADER TIRE & OIL	STOCK MOTOR OIL 5W30	537265	12/16/20	<u>1,400.70</u>	8292
			Total For Check 8292			<u>1,400.70</u>	
Check 8293							
101-336-825-490	Bldg & Equip Maintenance	SOUTHGATE BIKE & MOWER	HYDRAULIC POWER SOURCE REPAIRS L72	95249	12/16/20	<u>107.98</u>	8293
			Total For Check 8293			<u>107.98</u>	
Check 8294							
101-840-825-350	Printing	Spectrum Printers, Inc.	ICX ballot stock (500 pcs)	65619	12/16/20	<u>35.00</u>	8294
			Total For Check 8294			<u>35.00</u>	
Check 8295							

12/15/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 12/03/2020 - 12/16/2020
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
530-444-825-220	Operating Expenses-Bank Bldg	SPRINKSPEC DESIGN LLC	2020 ANNUAL FIRE SPRINKLER INSP & TEST Total For Check 8295	0328	12/16/20	<u>825.00</u> 825.00	8295
Check 8296							
101-448-750-270	Building Maintenance	STEFFIN'S LANDSCAPING LLC	Repairs to sprinkler at Central Fire Station	012	12/16/20	386.00	8296
530-444-825-420	Maintenance-Bank Bldg	STEFFIN'S LANDSCAPING LLC	Repairs to Sprinklers at City Hall	014	12/16/20	149.00	8296
530-444-825-420	Maintenance-Bank Bldg	STEFFIN'S LANDSCAPING LLC	Repairs to Sprinklers at City Hall	013	12/16/20	<u>750.00</u>	8296
			Total For Check 8296			1,285.00	
Check 8297							
101-200-825-380	Grievance/Arbitration	STEVEN H SCHWARTZ & ASSOCIATES PLC	Professional Services - 10-2-20-11-20-20 Total For Check 8297	8	12/16/20	<u>1,225.00</u> 1,225.00	8297
Check 8298							
285-225-925-825	Christmas Parade	TERRY JACOBY	Tree Lighting/Downtown Photos Total For Check 8298	12012020	12/16/20	<u>250.00</u> 250.00	8298
Check 8299							
101-200-825-395	Accumed	THE ACCUMED GROUP	Billing Service Fee (EMS) Total For Check 8299	26652	12/16/20	<u>4,128.43</u> 4,128.43	8299
Check 8300							
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize - Bumblebee, Artemis, Kai, Miagi	1883940	12/16/20	538.00	8300
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize - Adrian, Aspen, Balke, Blizzard	1884876	12/16/20	1,138.00	8300
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize - Anthony, Harley, Isla, Reuben	1886569	12/16/20	<u>338.00</u>	8300
			Total For Check 8300			2,014.00	
Check 8301							
101-301-750-230	Postage	THE UPS STORE-#4826	Mailed Truesewicz's Body Camera Back For Repair to AXON Total For Check 8301	61274	12/16/20	<u>12.20</u> 12.20	8301
Check 8302							
101-440-825-490	C of C Inspectors	TIMOTHY THOMPSON	INSPECTIONS	11232020-12062020	12/16/20	90.00	8302
101-440-825-492	Plumbing Inspectors	TIMOTHY THOMPSON	INSPECTIONS	11232020-12062020	12/16/20	215.00	8302
101-440-825-493	Mechanical Inspectors	TIMOTHY THOMPSON	INSPECTIONS	11232020-12062020	12/16/20	<u>455.00</u>	8302
			Total For Check 8302			760.00	
Check 8303							
101-750-825-490	Field Maintenance & Supplies	ULINE	CLEANING SUPPLIES	126893773	12/16/20	193.85	8303
101-750-850-550	SMART-Equipment/Maintenance	ULINE	CLEANING SUPPLIES	126893773	12/16/20	<u>205.87</u>	8303
			Total For Check 8303			399.72	
Check 8304							
101-301-825-420	Cleaning-Building	VETERAN'S CLEANING	Janitorial Services Nov. 1, 2020 thru Nov. 28, 2020 plus supplies Total For Check 8304	20-911	12/16/20	<u>3,413.33</u> 3,413.33	8304
Check 8305							
101-440-825-490	C of C Inspectors	WALTER CZARNIK	INSPECTIONS	11232020-12062020	12/16/20	170.00	8305
101-440-825-491	Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	11232020-12062020	12/16/20	<u>805.00</u>	8305
			Total For Check 8305			975.00	
Check 8306							
290-448-825-470	Rubbish Collection	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	83,015.90	8306
290-448-825-470	COMMERICAL CARDBOARD	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	1,009.92	8306
290-448-825-470	COMMERICAL TRASH	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	22,055.88	8306
290-448-825-470	ROLL OFF HAULS	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	3,246.84	8306
290-448-825-470	RECYCLING CHARGE	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	705.23	8306
290-448-825-470	CARDBOARD CREDIT	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	(299.65)	8306
290-448-825-470	OAK & 1ST CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	496.88	8306
290-448-825-470	OAK & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	423.74	8306
290-448-825-470	EUREKA & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	331.79	8306
290-448-825-470	BIDDLE & SYCAMORE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	529.68	8306

12/15/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 12/03/2020 - 12/16/2020
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
290-448-825-470	BIDDLE & SYCAMORE OVERAGE 11/5	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	66.00	8306
290-448-825-470	BIDDLE & SYCAMORE OVERAGE 11/16	WASTE MANAGEMENT	RUBBISH PICK UP NOV 2020	8420361	12/16/20	254.00	8306
			Total For Check 8306			111,836.21	
Check 8307							
101-209-825-345	DCA-Contractual Services	WCA ASSESSING LLC	CONTRACTUAL ASSESSING SERVICES	WCA 11202020	12/16/20	16,435.91	8307
101-209-825-345	DCA-Contractual Services	WCA ASSESSING LLC	PREP/ANSWER TRIBUNAL DOCKET 20-002292 WYANDOTTE CROSSING	MTT20-002292	12/16/20	468.42	8307
			Total For Check 8307			16,904.33	
Check 8308							
101-448-825-431	Garage-Other Vehicle Maintenance	WOLVERINE TRUCK SALES INC	REPAIRS O VPS 171 VIN 1FVHC53BDA96027	131655	12/16/20	375.49	8308
101-448-825-431	Garage-Other Vehicle Maintenance	WOLVERINE TRUCK SALES INC	RADIATOR SUPPORT RODS FOR VPS 170 VIN 2FZHAZAS62AK47800	1210661	12/16/20	191.86	8308
			Total For Check 8308			567.35	
Check 8309							
101-448-750-270	Building Maintenance	WYANDOTTE ELECTRIC SUPPLY	LED light for Central Fire Sta (B)	586927-1	12/16/20	23.70	8309
101-448-750-270	Building Maintenance	WYANDOTTE ELECTRIC SUPPLY	Frieght for parts ordered (T)	586957-1	12/16/20	66.25	8309
			Total For Check 8309			89.95	

12/15/2020

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 12/03/2020 - 12/16/2020
JOURNALIZED PAID
BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
		Fund Totals:					
			Fund 101 General Fund			387,107.40	
			Fund 202 Major Street Fund			15,624.36	
			Fund 203 Local Street Fund			52,323.07	
			Fund 249 Sidewalk and Alley Fund			8,917.73	
			Fund 260 Michigan Indigent Defense			6,525.00	
			Fund 265 Drug Forfeiture Fund			133.98	
			Fund 285 Special Events Fund			1,567.23	
			Fund 290 Solid Waste Disposal Fund			140,133.30	
			Fund 306 Debt Service			500.00	
			Fund 492 TIFA Consolidated Fund			115,157.92	
			Fund 499 DDA tax increment Finance Fund			1,106.19	
			Fund 525 Municipal Golf Course Fund			1,779.00	
			Fund 530 Building Rental Fund			12,239.83	
			Fund 590 Sewage Fund			152,691.05	
			Fund 677 Self Insurance Fund			18,385.40	
			Fund 701 Trust Fund			218,003.05	
			Fund 731 Retirement System Fund			80,423.48	
			Fund 732 Retiree Health Care Fund			282.60	
			Total For All Funds:			1,212,900.59	
			Payroll 12/09/20			228,407.55	
			Pension 12/15/20			527,544.12	
			TOTAL			1,968,852.26	

This is to certify that the above vouchers amounting to \$1,968,852.26 have been examined, that the materials and services have been received, that the price and computations are correct, that the invoices, receiving slips, and supporting data are attached and in order and that the proper accounts have been charged. The Treasurer is hereby authorized to pay the above vouchers.

Mayor _____

City Clerk _____

RESOLUTION

Item Number: #
Date: December 21, 2020

RESOLUTION by Councilperson _____

RESOLVED that the total bills and accounts of \$1,968,852.26 as presented by the Mayor Pro Tempore and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Reports & Minutes

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, November 10, 2020. Commissioner Melzer called the meeting to order at 6:03 p.m.

ROLL CALL:

Present: Commissioner Doug Melzer (ZOOM)
Commissioner John Harris
Commissioner Bobie Heck
Chief Daniel Wright

Recording Secretary: Lynne Matt

Also: Lt. Daniel Hawkins, FF Brendt Frederick,
FF Kyle Caparaotta, FF Brandon Allen

READING OF JOURNAL

Motioned by Commissioner Harris, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on October 27, 2020. Motion carried unanimously.

COMMUNICATIONS

None

NEW BUSINESS

1. Step 2 Grievance #20-02
Step 2 Grievance #20-02 was presented to Police & Fire Commission.
Commissioner Harris motioned to deny Step 2 Grievance #20-02; supported by Commissioner Heck. Motion carried unanimously.

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "October 2020"*
Commissioner Harris motioned to receive report and place on file; supported by Commissioner Heck. Motion carried.

Fire Commission Meeting
Page 2
November 10, 2020

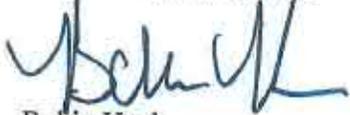
DEPARTMENTAL (continued)

2. *Department bills submitted November 4, 2020 in the amount of \$1,994.70*
Commissioner Harris motioned to pay bills and accounts submitted as stated above;
supported by Commissioner Heck. Roll call; motion carried.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:49 p.m.

Respectfully submitted,

 12-8-20

Bobie Heck
Secretary

BH/lm

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
December 8, 2020

ROLL CALL

Present: Commissioner Doug Melzer (participated by phone)
Commissioner John Harris (participated by phone)
Commissioner Bobie Heck
Chief Brian Zalewski

Absent: NONE

Others Present: Laura Allen – Recording Secretary

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:14 p.m.

The Minutes from the regular Police Commission meeting on November 10, 2020, were presented.

Harris moved, Heck seconded,
CARRIED, to approve the regular minutes of November 10, 2020, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – November 2020, Year-To-Date

Chief Zalewski indicated there was nothing out of the ordinary with the statistics. He did mention, however, that year-to-date traffic stops are slightly down due to Covid 19 circumstances.

Harris moved, Heck seconded
CARRIED, to receive the November 2020 and Year-To-Date Police Statistics and place on file.

2. Police Interviews / Hire

Oral interviews were recently conducted, and Maxwell Bearden came out number one as a result of the entire hiring process. Chief Zalewski would like to extend a conditional offer of employment to him. Maxwell still needs to complete the psychological and physical exams as well as the drug screening.

Harris moved, Melzer seconded
CARRIED, to extend a conditional offer of employment to Maxwell Bearden as outlined by Chief Zalewski.

3. Hiring of a Full-Time and a Part-Time ACO

Based upon the recommendations of Lt. Hunter and ACO Pappas, Chief Zalewski is also recommending the hiring of Brian Kocsis as a full-time Animal Control Officer. This full-time vacancy was created due to the departure of former ACO Madison McKenzie.

Harris moved, Heck seconded
CARRIED, to proceed with the hiring of Brian Kocsis as a full-time ACO as outlined by Chief Zalewski.

Again, based upon the recommendations of Lt. Hunter and ACO Pappas, Chief Zalewski is also recommending the hiring of Sarah Rowe as a part-time Animal Control Officer. Sarah would fill a current part-time vacancy and work approximately 20 – 25 per week.

Harris moved, Heck seconded
CARRIED, to proceed with the hiring of Sarah Rowe as a part-time ACO as outlined by Chief Zalewski

4. Bills and Accounts – November 23, 2020 \$75,252.68, December 8, 2020, \$23,117.86

Harris moved, Heck seconded
A Roll Call was held and the Motion
CARRIED, to approve payment of the bills for November 23, 2020, \$75,252.68, December 8, 2020, \$23,117.86

NEW BUSINESS

1. Traffic Control Order -

Resident, Karen Adkins, is requesting handicap signs be placed in front of her residence at 1075 Poplar Court. She has met all of the qualifications necessary for these handicap signs.

Harris moved, Heck seconded
CARRIED, to approve the placement of Handicap Signs in front of 1075 Poplar Court.

2. Shop With A Cop Event –

Commissioner Melzer had the opportunity to view pictures of the Police lobby with its winter wonderland decorations erected for the December 5, 2020, Shop With A Cop event. He said all those involved did an outstanding job with the decorations and commended everybody's efforts with the event.

Chief Zalewski said seven children benefitted from the event this year and received some really nice presents.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:25 p.m.

Harris moved, Heck seconded,
CARRIED, to adjourn meeting at 6:25 p.m.

Unapproved as of 12/15/2020

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

VIRTUAL ZOOM AUDIO MEETING

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, December 15, 2020 at 8:39 AM and was held via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders and Senate Bill 1108(now Public Act 228 of 2020) using the Zoom audio platform. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Todd Drysdale, Joe Maher, Charles Mix, Paul LaManes

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused) and Stephanie Badalamenti (Excused)

Minutes of Previous Meeting (August 18th, 2020)

The minutes of the regular meeting of August 18, 2020, were reviewed by the Board and approved to be received and placed on file through a motion by Member Armatis, supported by Member Drysdale. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications/Resolutions

Communication from Paul L. LaManes-BRDA Secretary relative to the 2021 BRDA Meeting Schedule. Discussion ensued regarding the requirements of the Open Meetings Act, (Act 267 of 1976) and the approval of the meeting schedule. Motion by Member Armatis, supported by Member Maher to approve the BRDA meeting schedule for calendar 2021 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month. The motion passed with no objections.

Other/Old Business

Chairman Mix discussed that Council approved the FY21 operating budget approved by the BRDA board at the August 2020 meeting.

Late Items

None

Next Meeting

The next meeting of the BRDA Board will be held Tuesday, January 19th, 2021 at 8:30 AM.

Adjournment

Motion by Member Armatis and Supported by Member Maher for the BRDA meeting to be adjourned at 8:44 AM by, no objections.

Paul L. LaManes, Secretary

Unapproved as of 12/15/2020

CITY OF WYANDOTTE

MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

VIRTUAL ZOOM AUDIO MEETING

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, December 15, 2020 at 8:30 AM and was held via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders and Senate Bill 1108(now Public Act 228 of 2020) using the Zoom audio platform. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Todd Drysdale, Joe Maher, Charles Mix, Paul LaManes

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused) and Stephanie Badalamenti (Excused)

Minutes of Previous Meeting (August 18th, 2020)

The minutes of the regular meeting of August 18, 2020, were reviewed by the Board and approved to be received and placed on file through a motion by Member Drysdale, supported by Member LaManes. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications/Resolutions

Communication from Paul L. LaManes-TIFA Secretary relative to the 2021 TIFA Meeting Schedule. Discussion ensued regarding the requirements of the Open Meetings Act, (Act 267 of 1976) and the approval of the meeting schedule. Motion by Member Armatis, supported by Member Maher to approve the TIFA meeting schedule for calendar 2021 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month. The motion passed with no objections.

Other/Old Business

Chairman Mix discussed that Council approved the FY21 operating budget approved by the TIFA board at the August 2020 meeting and the various projects TIFA is funding that benefit the City.

Late Items

None

Next Meeting

The next meeting of the TIFA Board will be held Tuesday, January 19th, 2021 at 8:30 AM.

Adjournment

Motion by Member Armatis and Supported by Member Maher for the TIFA meeting to be adjourned at 8:38 AM by, no objections.

Paul L. LaManes, Secretary

November 18, 2020

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders and Senate Bill 1108(now Public Act 228 of 2020) using the Zoom audio platform on Wednesday, November 18, 2020 at 5:00 PM.

Roll Call: Present: Commissioners Carolyn Harris
Leslie Lupo
Robert J. Thiede-Excused
Paul Gouth
Bryan Hughes

General Manager & Secretary Paul LaManes

Also, Present- Amy Cannatella-CATV
Joel Adkins-CATV
Amber Haggerty
Dave Fuller

Approval of Minutes:

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to approve the October 21, 2020 regular meeting minutes of the Municipal Services Commission.

Commission Harris asked that the roll be attached, no objections were made.
Minutes approved

Hearing of Public Concerns:

None

Resolution #11-2020-1

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to authorize the General Manager to sign the Grant of Easement Agreement for the Transformer location for the 166 Oak Project with A & J Realty Ventures, LLC, as recommended by WM Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Gouth and Hughes

NAYS: None

Motion Passes

Resolution #11-2020-2

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to adopt the policy for electronic/virtual meetings of the Wyandotte Municipal Services Commission, as recommended by WMS Management and the City Attorney.

November 18, 2020

Wyandotte Municipal Services Commission
Regular Meeting Minutes

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Gouth and Hughes

NAYS: None

Motion Passes

Resolution #11-2020-3

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to authorize the General Manager to execute the Discovery Communications Agreement Renewal for continued carriage of Discovery Communications programming for the period October 1, 2020 through October 31, 2024, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Gouth and Hughes

NAYS: None

Motion Passes

Reports and Communications:

- Cable Subscriber Report- October 2020

Approval of Vouchers:

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo that the vouchers be paid as submitted.

10/20/2020	#5413	\$730,744.28
11/04/2020	#5414	\$319,987.72
11/17/2020	#5415	\$680,290.04

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Gouth and Hughes

NAYS: None

Motion Passes

Other/Late Items

General Manger Paul LaManes would like to inform the Residents that as the Coronavirus (COVID-19) outbreak continues to expand and evolve, the City of Wyandotte, in compliance with the most recent MDHHS Emergency order, is taking action to limit the impact of the virus on the community and maintain city services. Effective Wednesday, November 18, 2020 City Hall will remain open and not close. But, access to the public will be by Appointment Only. We encourage residents and customers to utilize other methods of service such as drop box, email, website, and phone.

Motion by Commissioner Hughes and SECONDED by Commissioner Gouth to now adjourn at 5:07PM. Roll attached. Meeting adjourned.

November 18, 2020

Wyandotte Municipal Services Commission
Regular Meeting Minutes

Next Meeting – Wednesday, December 2, 2020 at 5 PM

X 

Paul LaManes
General Manager/Secretary

December 2, 2020

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders and Senate Bill 1108(now Public Act 228 of 2020) using the Zoom audio platform on Wednesday, December 2, 2020 at 5:00 PM.

Roll Call: Present: Commissioners Carolyn Harris
Leslie Lupo
Robert J. Thiede-Excused
Paul Gouth
Bryan Hughes

General Manager & Secretary Paul LaManes

Also. Present- Amy Cannatella-CATV
Joel Adkins-CATV
Amber Haggerty
Dave Fuller
Steve Timcoe

Approval of Minutes:

MOTION by Commissioner Gouth and SECONDED by Commissioner Hughes to approve the November 18, 2020 regular meeting minutes of the Municipal Services Commission.

Commission Harris asked that the roll be attached. no objections were made.
Minutes approved

Hearing of Public Concerns:

None

Resolution #12-2020-1

MOTION by Commissioner Gouth and SECONDED by Commissioner Hughes to approve the WMS Commission regular meeting schedule for Calendar 2021 as recommended by WMS Management.

Commissioner Harris asked to receive and place on file the calendar of WMS Commission regular meetings scheduled for 2021.

Commissioner Harris asked that the roll be attached. no objections were made.
Motion Passes

Resolution #12-2020-2

MOTION by Commissioner Gouth and SECONDED by Commissioner Hughes to authorize the General Manager to execute the Fox Sports Net, LLC.. Fourth Amendment to Affiliation Agreement for the period 1/1/2021 through 12/31/2023 as recommended by WMS management.

Commissioner Harris asked that the roll be called.

December 2, 2020

Wyandotte Municipal Services Commission
Regular Meeting Minutes

YEAS: Commissioner Harris, Lupo, Gouth and Hughes
NAYS: None
Motion Passes

Resolution #12-2020-3

MOTION by Commissioner Gouth and SECONDED by Commissioner Hughes to authorize the General Manager to execute the retransmission consent renewal with Viacom International for CBS/CW50 and programming royalty agreement with CBS Sports Network (CBSSN) programming for the period 1/1/2021 through 12/31/2023 as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Gouth and Hughes
NAYS: None
Motion Passes

Reports and Communications

None

Approval of Vouchers

None

Other/Late Items

General Manger Paul LaManes would like to remind the Residents that City Hall will remain open but, access to the public is currently by Appointment Only. The drive-thru lanes are now open for your convenience. We encourage residents and customers to utilize other methods of service such as drop box, email, website, drive -thru and phone.

Motion by Commissioner Gouth and SECONDED by Commissioner Hughes to now adjourn at 5:06PM. Roll attached. Meeting adjourned.

Next Meeting – Wednesday, December 16, 2020 at 5 PM

X



Paul LaManes
General Manager/Secretary

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF December 2, 2020
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran **at 6:30 p.m.**, this was a virtual audio-only meeting.

MEMBERS PRESENT: Duran
Flachsmann
Gillon
Nevin
Szymczuk
Trupiano
Wienclaw

MEMBERS ABSENT: DiSanto, Olsen

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Gillon, supported by Member Szymczuk to approve the minutes of the November 4, 2020, meeting.

Yes: Duran, Flachsmann, Gillon, Nevin, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Olsen

Motion passed

APPEAL #3336 - GRANTED

Ronald Thomas, 3582 – 17th Street, Wyandotte (owner & appellant)

for a variance to obtain a building permit for Six (6) new residential apartments at 100 Maple, (legal description on file), in a CBD zoning district, where the proposed conflicts with Sections 2403.R.1.b of the Wyandotte Zoning Ordinance.

Section 2403.R.1.b:

A minimum of 10 designated parking spaces are required. One and one half (1.5) for a 1 bedroom and two (2) for a two (2) bedroom, for a total of ten (10) is required in the CBD district, where none are provided.

Note: Offstreet parking spaces are required for residential uses in the CBD in accordance with Section 2403.P.1.(a).

Proposed parking for residential apartments in CBD district will not be detrimental to adjacent land or buildings, will not impede flow of pedestrian or vehicular traffic, and will not impair the intent or purpose of the ordinance as written.

Motion was made by Member Flachsmann, supported by Member Trupiano to grant this appeal.

Yes: Duran, Flachsmann, Gillon, Nevin, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Olsen

Motion passed

OTHER BUSINESS:

Chairperson Duran stated that the January 6, 2021, meeting, will be an audio only meeting.

There being no further business to discuss, the meeting adjourned at 6:50 p.m. **The next scheduled meeting of the Board will be held on January 6, 2021.**



Peggy Green, Secretary

Appeal #3336

Chairperson Duran read the appeal and asked that it be explained.

Ron Thomas, owner, participated.

Mr. Thomas explained that they are redeveloping the building as a professional building, less than one quarter of it will be six apartments. There is no parking, the building sets on the property line, and there is a public parking lot to the north. Mr. Thomas continued that most variances have been granted for this that he is aware of.

Member Flachsmann asked what is on the first floor. Mr. Thomas replied north half office space (top and bottom), south half a restaurant. Member Flachsmann commented that there are a lot of codes to follow, and asked what determines the first floor. Mr. Thomas and Member Flachsmann discussed the calculations. Member Flachsmann asked where will the people park for the businesses. Mr. Thomas replied that there is no dedicated parking required for that use group.

Mr. Thomas added that the restaurant will not be open late, there will be more parking during the day.

Member Flachsmann discussed no parking required and added that he thinks it is in the master plan for businesses to be on the first floor and residential on the upper, and why residential needs parking and business does not, does not make sense, and he is confused by the City asking people to do that. Member Flachsmann added that the zoning ordinance needs to be revisited or explain why only residential needs parking. Mr. Thomas commented that that is a fair point, he understands there have been other variances, and understands that the ordinance is what it is.

Member Gillon asked if the offices were permanent. Mr. Thomas explained that memberships would be purchased with rights, you can work in an area, or up to dedicated suites. The membership lasts one year with benefits.

Member Gillon commented that renting an apartment in the downtown area, there is no guaranteed parking, it is first come, first serve.

No communications were received regarding this appeal.