



REGULAR SESSION MONDAY, OCTOBER 21, 2019 7:00 PM PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON CHAIRPERSON OF THE EVENING: THE HONORABLE CHRIS CALVIN

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

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

#### **PRESENTATIONS**

#### **PRESENTATION OF PETITIONS**

#### **PUBLIC HEARINGS**

#### **UNFINISHED BUSINESS**

#### **CALL TO THE PUBLIC**

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

#### **CONSENT AGENDA**

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

- 1. Approval of Council Meeting Minutes October 7, 2019
- 2. The Harbor Church Roadside Giving Application
- 3. Holiday Performance Contract Carey Ann's Clown Caravan

#### **NEW BUSINESS**

- 4. Dedication of Police/Court Building at 2015 Biddle Ave
- 5. Purchase of a new Canine Officer
- 6. Inter-local Agreement with Agencies in the Southern Information Network Consortium (SINC)
- 7. Traffic Congestion in the Wilson and Jefferson School area
- 8. Halloween Block Party Response
- 9. Bishop Park Handicap Kayak Launch Repair
- 10. Brownfield Plan No. 22 Developer Reimbursement Agreement
- 11. Purchase Agreement for Sale of Former 603 Lincoln
- 12. Sale of Former 1068-1096 Biddle Avenue
- 13. Sale of Former 124-146 Davis
- 14. City Purchase of 2557 Biddle Avenue
- 15. City Purchase of 2533 Biddle Avenue
- 16. First & Final Reading #1482: Section 38.1-16 Enforcement of Liens
- 17. Rezoning Application 141 Goodell
- 18. Rezoning Application 735 Forest

#### **BILLS & ACCOUNTS**

#### **REPORTS & MINUTES**

BRDA/TIFA Beautification Commission Fire Commission Museums Monthly Revenue Report Police Commission Cultural & Historical Commission

#### **REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**

#### NEXT MEETING OF THE CITY COUNCIL: 11/04/19

#### **ADJOURNMENT**

#### <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

#### **MEETING DATE: 10/21/2019**

# AGENDA ITEM #1

**ITEM:** Approval of Council Meeting Minutes – October 7, 2019

**PRESENTER:** 

**INDIVIDUALS IN ATTENDANCE:** 

**BACKGROUND:** 

**STRATEGIC PLAN/GOALS:** 

**ACTION REQUESTED:** 

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 

**IMPLEMENTATION PLAN:** 

#### **LIST OF ATTACHMENTS:**

- 1. 10 07 2019
- 2. 1 Minutes Resolution

#### **CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, October 7, 2019, and was called to order at 7:00pm with Honorable Mayor Pro Tem Robert A. DeSana presiding.

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

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

ABSENT: City Assessor Theodore Galeski; Mayor Joseph R. Peterson

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

#### **PRESENTATIONS**

#### **PRESENTATION OF PETITIONS**

#### **PUBLIC HEARINGS**

#### **UNFINISHED BUSINESS**

#### CALL TO THE PUBLIC

#### **CONSENT AGENDA**

#### 2019-383 CONSENT AGENDA APPROVALS

By Councilperson Alderman, supported by Councilperson Calvin BE IT RESOLVED that the following items on the consent agenda be approved:

- Approval of Council Meeting Minutes September 23, 2019
- 2020 City Council Meeting Schedule
- Special Events:
  - Our Lady of Fatima Rosary Rally
  - Restaurant Week in Wyandotte 2020
  - Wyandotte Street Art Fair Stage, Light, and Sound Contract GCS Audio
  - WSAF/City of Wyandotte Official Artwork Agreement
  - WSAF 2020 Entertainment Contract Larry Lee & Back in the Day

Motion unanimously carried.

#### **2019-384 MINUTES**

By Councilperson Alderman, supported by Councilperson Calvin RESOLVED that the minutes of the meeting held under the date of September 23, 2019, be approved as recorded, without objection.

Motion unanimously carried.

#### 2019-385 2020 CITY COUNCIL MEETING SCHEDULE

By Councilperson Alderman, supported by Councilperson Calvin

WHEREAS citizens of Wyandotte approved a charter amendment to hold City Council meetings at least twice a month at the State Primary election held on August 7, 2018.

THEREFORE, BE IT RESOLVED that the following meeting dates and item submission deadlines be accepted as the dates for Council Meetings for the 2020 calendar year:

<b>MEETING DATES</b>	AGENDA ITEM SUBMISSION DEADLINES
January 13, 2020	January 8, 2020
January 27, 2020	January 22, 2020
February 10, 2020	February 5, 2020
February 24, 2020	February 19, 2020
March 2, 2020	February 26, 2020
March 23, 2020	March 18, 2020
April 6, 2020	April 1, 2020
April 20, 2020	April 15, 2020
May 4, 2020	April 29, 2020
May 18, 2020	May 13, 2020
June 8, 2020	June 3, 2020
June 29, 2020	June 24, 2020
July 13, 2020	July 8, 2020
July 27, 2020	July 22, 2020
August 17, 2020	August 12, 2020
August 31, 2020	August 26, 2020
September 14, 2020	September 9, 2020
September 28, 2020	September 23, 2020
October 12, 2020	October 7, 2020
October 26, 2020	October 21, 2020
November 16, 2020	November 11, 2020
November 23, 2020	November 18, 2020
December 7, 2020	December 2, 2020
December 21, 2020	December 16, 2020

October 7, 2019

Motion unanimously carried.

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#### 2019-386 OUR LADY OF FATIMA ROSARY RALLY

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that Council approves the use of Bishop Park for the Our Lady of Fatima Rosary Rally to be held on October 12<sup>th</sup>, 2019 at 12pm (noon), as reviewed and recommended by the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief, and Department of Public Services Superintendent.

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

#### 2019-387 RESTAURANT WEEK IN WYANDOTTE 2020

By Councilperson Alderman, supported by Councilperson Calvin BE IT RESOLVED that the communication relative to Restaurant Week in Wyandotte is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Mayor and Council hereby approve Restaurant Week to be held from April 20-25<sup>th</sup>, 2020, in the City of Wyandotte and encourages all citizens to take part in same. Motion unanimously carried.

#### 2019-388 WSAF 2020 STAGE, LIGHT, & SOUND CONTRACT - GCS AUDIO

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the contract for services with GCS Audio LLC of Warren, Michigan, to provide the sound, lights, and stage for concerts at the Wyandotte Street Art Fair Riverfront Entertainment Area from July 8th until July 11th, 2020 with funds in the amount of \$12,000 to be paid from account #285.225.925.730.860; AND

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

Motion unanimously carried.

#### 2019-389 WSAF/CITY OF WYANDOTTE OFFICIAL ARTWORK AGREEMENT

By Councilperson Alderman, supported by Councilperson Calvin

WHEREAS the Special Events Coordinator has requested to contract the services of Connie Lustig for the Wyandotte Street Art Fair 2020 as well as many other posters, logos, marketing material and artwork for the city of Wyandotte and special events.

WHEREAS said services will consist of the following event, time and cost:

Wyandotte Street Art Fair: \$1,000 - 285-225-925-860

Various special event expense accounts – including Third Friday Promotions

BE IT RESOLVED that Council concurs with the Special Events Coordinator to approve the contract with Connie Lustig for the 2020 WSAF with funds to be paid from the WSAF Expense Account 285-225-925-860 and various event expense accounts for additional artwork/logos/etc.; AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

#### 2019-390 WSAF 2020 ENTERTAINMENT CONTRACT – LARRY LEE

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreement for Larry Lee & Back in the Day to provide 2 hours of entertainment during the 2020 Wyandotte Street Art Fair, with funds to be paid from account #285-225-925-730-860, for the following dates, times, and costs:

DATE

TIME

COST

9PM-11PM Wednesday, July 8, 2020 \$2,750.00 BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute the Wyandotte Street Art Fair Entertainment Agreement on behalf of the City of Wyandotte. Motion unanimously carried.

#### **<u>NEW</u>**BUSINESS

#### 2019-391 CITIZEN COMMUNICATION – HALLOWEEN NIGHT BLOCK PARTY

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that the communication from Ms. Kathryn Teets relative to the closure of 15<sup>th</sup> St. between Vinewood and Walnut St. on October 31, 2019 from 4P-11P is hereby received and placed on file.

BE IT FURTHER RESOLVED that the Council refers the request back to the Clerk for standard application through the Police Department, Fire Department, and the Department of Public Service with report back to Council on October 21, 2019.

Motion carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Schultz

NAYS: Councilperson Sabuda

#### 2019-392 2019 HALLOWEEN TRICK-OR-TREAT HOURS

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that the Council concurs with the Chief of Police in recommending the 2019 Halloween "Trick or Treat" hours be established between 5:30 p.m. and 7:30 p.m. on Thursday, October 31<sup>st</sup>, 2019.

BE IT FURTHER RESOLVED that the Trick or Treat Safety Tips document shall be posted to the City's website and on appropriate cable channel.

Motion unanimously carried.

#### 2019-393 TRAFFIC CONTROL ORDER 2019-10 – STOP SIGN AT MAPLE & 6<sup>TH</sup>

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that Council concurs with the recommendation of Chief Zalewski as set forth in Traffic Control Order 2019-10 for the installation of "Stop" signs at the intersection of 6<sup>th</sup> St. and Maple Street, Wyandotte, MI 48192.

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

Motion unanimously carried.

#### 2019-394 WPD PROMOTIONS – J. POWERS & T. GATES

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that the Council concurs with the promotions of Sergeant Jeffrey Powers to the rank of Lieutenant, and Officer Timothy Gates to the rank of Sergeant; AND

BE IT FURTHER RESOLVED that subsequent to a written examination, interview panel, and performance evaluation, the Chief of Police is authorized to proceed with these promotions. Motion unanimously carried.

#### 2019-395 WPD HIRING OF FT DISPATCHER – A. BERMUDEZ

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that Council Concurs with the determination that a vacancy exists in the Downriver Central Dispatch Center for one (1) full-time dispatcher and the Council authorizes the filling of such vacancy; AND

BE IT FURTHER RESOLVED that subsequent to reviews of Aurelia's performance as a current parttime member of the dispatch staff, working with our full-time dispatchers, and successful interview, that part-time Dispatcher Aurelia Bermudez be approved for a full-time position. Motion unanimously carried.

#### 2019-396 CITY OF WYANDOTTE CAPITAL IMPROVEMENT PLAN, FY2020-2025

By Councilperson Alderman, supported by Councilperson Calvin

WHEREAS, the MEDC has developed a program for certifying Redevelopment Ready Communities, and the City of Wyandotte desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and

WHEREAS, the City of Wyandotte has engaged in the MEDC Redevelopment Ready Communities Program, in order receive Redevelopment Ready Communities Certification from the MEDC. NOW, THEREFORE, BE IT HERBY RESOLVED, by City Council that the Council accepts and approves the City of Wyandotte Capital Improvements Plan for Fiscal Year 2020-2025 as written. Motion unanimously carried.

#### 2019-397 FINAL READING #1481: REZONING OF 9 WALNUT ST.

By Councilperson Alderman, supported by Councilperson Calvin AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 9 WALNUT STREET FROM RECREATION UNIT DISTRICT (RU) TO ONE FAMILY RESIDENTIAL DISTRICT (RA)

#### THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

Lot 16, RIVER PARK SUBDIVISION, according to the plat thereof as recorded in Liber 26, Page 73, Wayne County Records

Known as: 9 Walnut Street, Wyandotte, MI 48192

be and is hereby rezoned from Recreation Unit District (RU) to One Family Residential District (RA). Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No.295 Section 3. Severability.

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

Section 4. Effective Date.

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

Motion unanimously carried.

#### 2019-398 2019 LEAF COLLECTION SCHEDULE

By Councilperson Alderman, supported by Councilperson Calvin

RESOLVED that the communication from the City Engineer regarding Leaf Collection Service in the City of Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the City Clerk to publish said schedule in the Wyandotte New Herald; AND

BE IT FURTHER RESOLVED that the City requests residents to avoid parking on the streets during their weeks of leaf collection.

Motion unanimously carried.

#### 2019-399 CONTRACT EXTENSION FOR 2020 TREE CUTTING & STUMP REMOVAL

By Councilperson Alderman, supported by Councilperson Calvin

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to amend the contract for File #4730 - 2018 Tree Cutting and Stump Removal, with CutMyTreeDown.Com, Inc., to include the 2019-2020 Tree Cutting and Stump Removal program in estimated amount of \$60,000.00 as set forth in the Amendment to Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment;

FURTHER RESOLVED THAT the work will be funded from the TIFA Tree Maintenance Account 492-200-850-528 and Mayor and City Clerk are hereby directed to execute the amendment to contract on behalf of the City of Wyandotte.

Motion unanimously carried.

#### 2019-400 BILLS & ACCOUNTS

By Councilperson Alderman, supported by Councilperson Calvin

RESOLVED that the total bills and accounts of \$9,558,741.07 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

#### **REPORTS & MINUTES**

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Beautification Commission Downtown Development Authority Fire Fighter's Civil Service Commission Fire Commission Municipal Services Commission Planning Commission Police Commission Retirement Commission September 11, 2019 May 14, June 11, July 9, & August 13, 2019 September 11, 2019 August 27, 2019 September 18, 2019 August 15, 2019 August 27 & September 24, 2019 August 16, 2019

#### **REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**

#### **ADJOURNMENT**

#### 2019-401 ADJOURNMENT

By Councilperson Alderman, supported by Councilperson Calvin RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:35 p.m. Motion unanimously carried.

Lawrence S. Stec, City Clerk

/			
(	MINU	TES	)
/		/	/

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

RESOLVED that the minutes of the meeting held under the date of October 7, 2019, be approved as recorded, without objection.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

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# CITY OF WYANDOTTE

2 Office of the City Clerk 3200 Biddle Ave, Wyandotte, MI 48192 (734) 324-4560

CHARITABLE CONTRIBUTION CAMPAIGN APPLICATION			
Name of Organization: THE HARBOR CHU	irch	Date: 10/15	0/19
Organization Physical Address: 2130 FORD AVE	. Wyandotte	State	48 19 2
Organization Mailing Address:			
(If different from Business Address) No. & Street	City	State	Zip
Organization Phone #: (734)756-6126			
Organization Contact Name: Jamie KISSCINE		Phone #: (3(3)7	72-3375
Brief Description of Organization: HARBOR CHURCH	1 150 Pentecci	stal, church	in we
Brief Description of Organization: HARBOR CHURCH run avery large youth program	for Law Incom	e laids	TANG GROAT TIME
Are you soliciting on behalf of another organization? If so, v YES NO	The second		
Requested Date(s): 11-8-19 thru	11-10-19		
Requested Location(s): Ford Ave and Fort S	t. Oakst. an	d Biddle	Eureka
Are you a non-profit organization recognized YES X NO			NO
Are all individual solicitors at least 18 years old?		YES	NO
Will all individual solicitors be equipped with high-visibility safety apparel? YES			NO
Are any of your desired locations in a current work zone? YES YES YES			
Do all of your desired locations have traffic control devices? YES NO			
Are you able to sign a hold harmless agreement on behalf of y organization if your request is approved by the Wyandotte Cit	Contraction and the second	YES	NC
I, <u>Some</u> , hereby attest that I have received the City of Wyandotte's Regulations for Solicitation of Contributions on Roadways Policy and that I, and the organization I represent, will abide by the policy set forth by the City of Wyandotte, in accordance with the State of Michigan's Public Act 112 of 2017. I further attest that all of the information above is true to the best of my knowledge.			
Signature of Applicant: Jamie Risano, Date: 10-15-19			
O Do not write below this line			
the second se	OFFICE USE ONLY		
501(c)(3) 501(c)(4) Veteran Group	APPRO	VED	DENIED
Cert. of Liability Insurance (\$500,000) Received: (Y) N			
Hold Harmless Agreement Received: Y N	Reason for denial:		
Date Approved by Council:			
Council Resolution #:	Date(s) Approved:		
Date of Issuance:			



# CRUACH OF GOD

2490 KEITH ST., P.O. BOX 2430, CLEVELAND, TENNESSEE 37320-2430

TELEPHONE 423/472-3361

FAX:423/478-7245

April 27, 2016

To Whom It May Concern:

This is to verify that the Church of God, headquartered in Cleveland, Tennessee, is recognized and approved by the Internal Revenue Service as a tax-exempt, non-profit organization under Section 501 (c) (3) of the Code. This exemption applies to the Church of God and all of its subordinates, including the Wyandotte Downriver Church of God, file number 10351, located at 1518 Fort Street, Lincoln Park, MI 48146. The Employer Identification Number for this church is 38-3592618.

Enclosed for your information is a copy of our most recent group exemption letter from the Internal Revenue Service. Please understand that the Employer Identification Number (EIN) listed on the copy of that letter is not to be used for any local church purposes. To do so is a violation of the IRS regulations.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Raymond D. Hodge, D.Min. Director, Business and Records

RDH/mh

	HIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS RPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
Date Received	Adjusted to Agree
FEB 2 6 2019	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document
Name The	Harbor Church TranInfo:1 23504552-1 02/25/1 Chk#: 1255 Aut: \$10.00 10: 802137641
130 Ford,	Avenue Wyandith Mi, 48192 State ZIP Code Mi 48192 EFFECTIVE DATE 12/6/17
Pursuant to the provision Public Acts of 1993 (limit	CERTIFICATE OF CORRECTION For use by Corporations and Limited Liability Companies ORPORATIONS (Please read information and instructions on last page) s of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Set the undersigned corporation or limited liability company executes the following certifications and liability company executes the following certifications
	orporation or limited liability company is Ne Harbour Church
	number assigned by the Bureau is 802137691
4 That a was filed by the B	Articles of Incorporation (Title of Document Beilig Corrected) ureau on ureau on 12/6/17 and that said document requires correction
말처럼 이 가지 않는 것이 같이 많을 것 같아요.	uracy or defect contained in the above name document. isgpilled Herbor - So it how Reads the bour
6 The document is a Haybor	Church of God
7 This document is I	nereby executed in the same manner as the Act requires the document being corrected to be executed
	) Signed this 11th day of February, 2019

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AC	ORD
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2019

Church Mutual Insurance Company       Insurance Company <th>CER</th> <th>CERTIFICATE IS ISSUED AS A TIFICATE DOES NOT AFFIRMAT OW. THIS CERTIFICATE OF INS RESENTATIVE OR PRODUCER, AN</th> <th>URA</th> <th>OR NCE</th> <th>DOES NOT CONSTITUT</th> <th>EXTER</th> <th>ND OR ALTI</th> <th>ER THE CO</th> <th>VERAGE AFF</th> <th>ORDED B</th> <th>E HOL</th> <th>POLICIES</th>	CER	CERTIFICATE IS ISSUED AS A TIFICATE DOES NOT AFFIRMAT OW. THIS CERTIFICATE OF INS RESENTATIVE OR PRODUCER, AN	URA	OR NCE	DOES NOT CONSTITUT	EXTER	ND OR ALTI	ER THE CO	VERAGE AFF	ORDED B	E HOL	POLICIES
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3000 Schuster Lane       EMATES       Customerservice@churchmutual.com         P.O. Box 357       INSURERS, a: Customerservice@churchmutual.com         Merrill       WI 54452       INSURER 8:         2130 FORD AVE       INSURER 1:       INSURER 1:         WYANDOTTE       MI 48192-2315       INSURER 1:         OVERAGES       CERTIFICATE NUMBER:       REVISION NUMBER:         THIS IS TO CERTRY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY DISTICATE ON OTHER SCHUEREMMT, TERM NOR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH         THIS IS TO CERTRY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY DISTICATE ON OTHER SCHUEREMMT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH         EXCLUSIONS OF SUCH POLICES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY DISTICATE ON OTHER SCHUES LISTED BELOW HAVE BEEN REDUCED BY PAD CLAIMS.         SEM       YPE OF INSURANCE       AFFORDED BY THE POLICY EDY PAD CLAIMS.         SEM       YPE OF INSURANCE       AFFORDED BY THE POLICY EDY PAD CLAIMS.         SEM       YPE OF INSURANCE       S00,000         A       CLAIMS MADE       OCCUR ETS INTERTING SCHUES LINKER.       S00,000         A       OCCUR ETS INTERTING SCHUES LINKER.       S00,000       PREDED PARAGES ES ADOVESCHUES INTERTING SCHUES LINKER.		7719 U.V. 18				DIACHARE	4 000		tion 1	FAX	855-2	64-2329
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### **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

WHEREAS Jamie Rissane has requested on behalf of The Harbor Church for permission to hold a roadside giving campaign on November 8-10, 2019, to raise funds for their youth program activities.

WHEREAS, the fundraising event will consist of soliciting donations from motorists stopped at traffic signals at the intersections of Fort & Ford Ave., Oak St. & Biddle, and Eureka & Biddle entrances by persons wearing vests that clearly identify the organization.

BE IT RESOLVED that Council permits The Harbor Church to solicit donations, provided the organization complies with all regulations set forth in PA 112 of 2017, including the submission of a Liability Insurance Certificate in the amount of \$500,000, and signs a Hold Harmless Agreement as prepared by the Department of Legal Affairs.

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	

#### <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

#### **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_3

#### **ITEM:** Holiday Performance Contract - Carey Ann's Clown Caravan

PRESENTER: Heather A. Thiede-Champlin, Special Events Coordinator

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

**BACKGROUND:** Herewith, please find the Holiday Performance Contract assembled and recommended by my office for the 2019 Holiday Event Season. We have confidence that once again, Carey Ann's Clown Caravan will provide us with quality services and are endorsing their contract for the Holiday event downtown.

**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.

<u>ACTION REQUESTED:</u> Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Lawrence Stec, City Clerk to sign the attached contract.

**<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u>** Free – In exchange for two crafter booths at the 2020 WSAF and a space at the Fishing Derby to face paint for free

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

#### **LIST OF ATTACHMENTS:**

- 1. Holiday Season Carey Ann Agreement
- 2. 3 Carey Ann Clown Caravan

#### Carey Ann's Clown Caravan 17841 Poplar Street, Riverview, MI 48193 734-285-3492 www.careyann.com

Entertainment Services for Wyandotte Tree Lighting Ceremony 2019 & Wyandotte Fishing Derby 2020 in exchange for two side-by-side 10x10 booths at Wyandotte Art Fair 2020.

This Agreement is for the personal services of the Carey Ann's Clown Caravan or Dream Machine Family Concerts made this September 30, 2019 by Heather Thiede, of the City of Wyandotte.

I. CLIENT: The client requests the personal services of Carey Ann's Clown Caravan and agrees to tender collectively to the employer services for the same according to the following rules:

- Event #1: Downtown Wyandotte, Christmas Tree Lighting corner of Sycamore & Biddle, in Chase Bank Lot on Friday, November 15, 2019 from 5:30 pm 7:30 pm (2 hours) twisting balloons.
- Event #2: Bishop Park Pier, Fishing Derby on Saturday, June 6, 2020 from 11:00 am 1:00 pm (2 hours) face painting

2. PRICE: No Cash Exchange for this service, but rather entertainment service by Carey Ann's Clown Caravan herein described in exchange for "<u>Two 10x10 side-by-side booths in the Kids Area</u>" on <u>Elm at Biddle for the 2020</u> <u>Wyandotte Art Fair</u>. This booth will offer some services as in past years of face painting, henna and balloon twisting. Exact spot in the Kids Area will be determined closer to Art Fair, once sponsorship options have been determined in the area.

3. LIABILITY OF CLIENT: The client in signing this contract themselves acknowledges their authority to do so and hereby assume liability for the amount stated herein. Failure to cancel this agreement less than 30 days prior to engagement will result in employer's responsibility for full amount or loss of deposit.

Number of Children: \_unknown Average Ages: all

Client:

Mayor Peterson City of Wyandatte Contact: Heather Thiede 3200 Biddle Avenue Ste. 300 - Wyandotte, MI 48192Phone 734-324-4502

X\_\_\_\_\_

City Clerk, Lawrence Stec City of Wyandotte 3200 Biddle Avenue, Wyandotte, MI 48192 Phone 734-324-4502

X\_\_\_\_\_

Vendor: Carol Ann Owens 17841 Poplar Avenue, Riverview, MI 48193 Phone: 734-285 3492 Emgil: rowens@careyann.com

Carol Ann Dwend

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the contract for Carey Ann's Clown Caravan for the 2019 Christmas Tree Lighting event on November 15th, 2019 from 5:30-7:30pm and the Bishop Park Fishing Derby on Saturday, June 6, 2020, from 11a-1p, with services to be provided for free in exchange for two 10x10 side-by-side booths in the Kids Area on Elm & Biddle at the 2020 Wyandotte Street Art Fair, AND

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

#### <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

#### **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_4

#### **ITEM:** Dedication of Police/Court Building at 2015 Biddle Ave

#### PRESENTER: Brian Zalewski

#### **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Based on his many contributions and dedicated public service, it is the recommendation of Police and Fire Commission, to name the Police Department and 27th District Court at 2015 Biddle Avenue the "Joseph R. Peterson Justice Building" in honor of Joseph R. Peterson.

**<u>STRATEGIC PLAN/GOALS</u>**: Wyandotte is rich in the arts and recreational opportunities and celebrates the talents and culture of the people who live here.

<u>ACTION REQUESTED:</u> Concur with the recommendation of the Police & Fire Commission to name the Police Department and 27th District Court as "Joseph R. Peterson Justice Building"

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

**IMPLEMENTATION PLAN:** The Special Projects Coordinator Natalie Rankine coordinate with applicable city departments regarding a naming ceremony and signage installation.

#### **LIST OF ATTACHMENTS:**

- 1. Recommendation letter from Police and Fire Commission
- 2. 4 Dedication of Police & Court Building Peterson

Commissioners John Harris Douglas Melzer

Douglas Melz Bobie Heck



#### Wyandotte Police Department

Brian Zalewski-Chief of Police Archie Hamilton-Deputy Chief of Police Laura Allen-Administrative Assistant

> 2015 Biddle Ave. Wyandotte, MI 48192 734-324-4424

POLICE COMMISSION

October 8th, 2019

Joseph R. Peterson - Justice Building 2015 Biddle Ave.

Dear City Council Members,

On behalf of the Wyandotte Police and Fire Commission, we are honored to recommend that the Police Department and 27<sup>th</sup> District Court building located at 2015 Biddle Ave., be named the Joseph R. Peterson Justice Building.

Mayor Peterson was hired in November of 1979 as a police officer, after his retirement in August of 2004, he went on to serve the city as a probation officer with the 27<sup>th</sup> District Court. Mr. Peterson was elected to City Council in 2005 and while serving in that capacity, he was instrumental in the decision to develop and construct a new state of the art 44,000 Sq. ft. police and court building. In 2009, Councilman Peterson was elected to the Office of the Mayor to continue his public service. Thus, the dedication of our building is only fitting to recognize his devotion to public service, law enforcement, and justice.

Sincerely,

President-Police Commission

Bobie Heck Secretary-Police Commission

Archie Hamilton Deputy Chief of Police

Douglas Melzer / Vice President-Police Commission

alush

Brian Zalewski Chief of Police

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that based on Joseph R. Peterson's many years of dedicated public service to the City of Wyandotte, Council hereby concurs with the recommendation of the Police and Fire Commission to name the Police Department and 27<sup>th</sup> District Court at 2015 Biddle Avenue as the Joseph R. Peterson Justice Building in his honor; AND

BE IT FURTHER RESOLVED that the Special Projects Coordinator will coordinate sign installation and a date and time for the naming ceremony.

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	

#### <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

#### **MEETING DATE: 10/21/2019**

# AGENDA ITEM #\_5

#### **ITEM:** Purchase of a new Canine Officer

PRESENTER: Archie Hamilton, Deputy Chief of Police

**INDIVIDUALS IN ATTENDANCE:** Archie Hamilton and Brian Zalewski

**BACKGROUND:** The police department's current canine "Ice" is nearing retirement after 8 years of service. Therefore, the department is seeking to fill the position with the purchase of a new canine from K-9 Academy Training Facility. This purchase will cover the training and equipment which will be provided by K-9 Academy Training Facility located at 24800 Hayes Street Taylor, MI.

Under the City's Procurement Policy, a purchase over \$10,000 requires a competitive bid process. The Policy also allows for exceptions to the competitive bid process. In this instance, the purchase is being recommended as a Sole Source Provider which is outlined in the City's procurement policy. This is allowed when the City Administrator determines in writing, after conducting a good faith review of available resources, that there is only one source for the required supply, service, or construction.

The K-9 Academy Training Facility is the only institution that offers this unique service in our geographical area. Furthermore, it is important that all the law enforcement agencies in our area use standard procedures & practices as related to the use of their K-9, courtroom testimony, and evidence documentation. This is critical because these dogs are used for tracking, searches, and the apprehension of criminals in all of Downriver, not just their respective city. This service is the only institution that trains all the other Downriver agency's canines, which ensures the same procedures & practices are being used. Additionally, our agency has trained our police canines at this location for more than twenty years with a great deal of success.

**STRATEGIC PLAN/GOALS:** To offer the highest quality of law enforcement services for our residents, business owners, and visitors to the City of Wyandotte which directly correlates to their quality of life. If approved, the new canine will be utilized to detect illegal narcotics, track suspects, locate evidence, and rescue endangered people.

# <u>ACTION REQUESTED:</u> Concur with the police department to purchase a new canine from

K-9 Academy Training Facility.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Funds for this purchase have been

budgeted in police department line-item #101-301-850-550 (Canine Operations). Additionally, a private donation of \$2,100.00 will be used to off-set the cost to the city.

**IMPLEMENTATION PLAN:** The selection process for a new K-9 handler was conducted on October 8, 2019. Three candidates interviewed for the position. Subsequently, Officer Jonathan Cox was selected by a panel consisting of Detective Ken Groat, Master Trainer Dan Mack, and Master Trainer Mark Kay.

If approved, Officer Cox will pick-up the new K-9 on October 27, 2019 before beginning the training program on October 28, 2019. The new handler and K-9 must successfully complete a grueling 3 month training program in order to receive certification.

#### **LIST OF ATTACHMENTS:**

- 1. K-9 Academy-Invoice
- 2. 5 Purchase of a New Canine Officer

# **K9 ACADEMY TRAINING FACILITY**

24800 Hayes St Taylor, MI 48180 (313) 291-2780 EIN 61-1469629

2019

October 5,

# INVOICE

#### TRAINING FEES

INITIAL TRAINING FEE: \$4,500.00 per Team MAINTENANCE TRAINING FEE: Included for first year. START DATE: October 28, 2019

#### EQUIPMENT

All equipment as per proposal including crate, leashes, collars, muzzle, toy reward, dog dishes, tracking harness, vehicle water bowl and curriculum book. \$600.00

1-green German Shepherd from Von der Haus Kennels \$7,000.00

> TRAINING TOTAL: \$4,500.00 EQUIPMENT TOTAL: <u>\$7,600.00</u> TOTAL: \$12,100.00

THIS INVOICE IS FOR THE WYANDOTTE POLICE DEPARTMENT START UP FOR NEW FULL SERVICE K9 TEAM

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that council concurs with the Deputy Chief of Police to purchase a new K-9 from K-9 Academy Training Facility which is a sole source for this unique service.

BE IT FURTHER RESOLVED that this expenditure in the amount of \$10,000 will be paid from our canine operations line-item #101-301-850-550 coupled with the private donation of \$2,100.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

#### <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

#### **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_6

**<u>ITEM</u>**: Inter-local Agreement with Agencies in the Southern Information Network Consortium (SINC)

PRESENTER: Brian K. Zalewski, Chief of Police

#### **INDIVIDUALS IN ATTENDANCE:** Brian Zalewski

**BACKGROUND:** This communication is to request approval to proceed in entering into an agreement with the Downriver Police Communities of Brownstown, Grosse Ile, Trenton, Riverview, Flat Rock, Gibraltar, Woodhaven, and Rockwood to join their report management, CAD, and mobile software application group known as SINC. The SINC group uses a software application platform provided by Tyler Industries of Troy, Michigan.

Our current software program, which was have been using since 2007, OSSI, has been sold to several company's and is now owned by a company called Central Square. Central Square has informed us that they will continue to support this software program, however; they would not give specifics on how long it would be supported. They will also no longer be providing any additional modules or program updates for our software, they are moving forward with different software products.

In addition, our current consortium group, which is recognized as Southern Michigan Information Alliance (SMIA), and consisted of (11) agencies, now only consists of (5). Wyandotte, Southgate, Allen Park, Lincoln Park, and River Rouge are the remaining agencies.

Collectively, and with assistance of the Downriver Community Conference (DCC) staff, the remaining SMIA members have decided to move forward in changing our current computer software platform. Several computer software companies that have their applications being utilized in southern Michigan were contacted to provide a demonstration and cost of their product. The companies were Central Square, Tyler Industries, and Courts and Law Enforcement Management Information System (CLEMIS). The remaining SMIA members decided that Tyler Industries provided the best software application for our needs, offered free data transfer from our current provider, and best competitive price. Tyler Industries also provides services to SINC.

By joining SINC, we will be utilizing a software platform in collaboration with other downriver police departments, sharing data between agencies, and reducing our annual costs.

**<u>STRATEGIC PLAN/GOALS</u>**: By implementing this new software, we will be improving

the department technology and allow our officers to have continued access to our records/reporting system, CAD, mapping, and data systems, which is essential for them to provide service to the residents of the City of Wyandotte.

# <u>ACTION REQUESTED:</u> City Council to approve the inter-local agreement with SINC and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Wyandotte.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Since the Police Department is only seeking City Council concurrence in relation to the information as submitted, there is no budget impact at this time. A future request for City Council action for approval of costs associated with joining SINC will be forthcoming.

**IMPLEMENTATION PLAN:** Once the inter-local agreement is approved by all municipalities, SINC will proceed forward in implementing the computer software for all communities

#### **LIST OF ATTACHMENTS:**

- 1. Inter-local agreement for Shared Information Network Consortium (SINC)
- 2. 6 Inter-Local Agreement SINC

#### INTERLOCAL AGREEMENT FOR SHARED INFORMATION NETWORK CONSORTIUM

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between the City of Trenton ("Trenton") and the Charter Township of Brownstown ("Brownstown"), the Township of Grosse Ile ("Grosse Ile"), the City of Flat Rock ("Flat Rock"), the City of Rockwood ("Rockwood"), the City of Gibraltar ("Gibraltar"), the City of Riverview ("Riverview"), the City of Allen Park (Allen Park), the City of Lincoln Park (Lincoln Park), the City of River Rouge (River Rouge), the City of Southgate (Southgate), the City of Wyandotte (Wyandotte), and the City of Woodhaven ("Woodhaven") (collectively referred to as "Participating Communities" and singularly referred to as "Participating Community") pursuant to MCL 124.501 et seq. and \_\_\_\_\_\_\_

WHEREAS, the original parties to this Agreement are using a computer system ("Management Information System" or "MIS") to assist their respective law enforcement agencies in the assembly, retention and retrieval of data, essential to the operations of their agencies and in order to address deficiencies in their individually existing systems, pursuant to a Binding Letter Agreement dated 1999; and

WHEREAS, Brownstown has offered to coordinate efforts on behalf of the parties to secure and operate the MIS as a replacement system on an extended lease program, provided that the parties to the Agreement enter into a sublease arrangement for equipment, software, and system administration with Brownstown for a co-terminus period; and

WHEREAS, the parties wish to set forth the basis for their further understanding and agreement as to financial obligations and operations in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

 <u>General</u> The parties enter into this joint agreement for the establishment, operation and administration of a Management Information System (MIS) to serve the law enforcement agencies of the respective Participating Communities, which system shall include such equipment and software necessary to provide a common server and appropriate backup, for a period of five (5) years from the date of execution by a majority of the parties who are Charter Members.

 <u>Charter Members</u>. Those communities which initially executed an Agreement prior to 2018 shall be construed as a Charter Member for purposes of this Agreement.

3. Host. The parties agree that for the 5-year term of this Agreement, Brownstown shall act as, and provide the services of, the "Host" which shall house and manage the primary server. Pursuant to a covenant by each Participating Community to reimburse Trenton for its pro rata share as set forth in this Agreement, Trenton shall enter the primary lease for the initial necessary equipment and software license with Tyler Technologies ("Supplier"). All acquisition costs of joint equipment and software shall be pro-rated in accordance with a Schedule (attached) (adjusted to reflect those communities which subsequently become Participating Communities), and reimbursed to Trenton by each Participating Community in advance of the Supplier's payment due date. Standard Software Maintenance Costs shall be pro-rated among the Participating Communities and paid based upon the total number of enforcement personnel as reported by the Downriver Mutual Aid Task Force of the Participating Communities as identified in Schedule D. All joint recurring costs shall be pro-rated among Participating Communities and billed by Trenton to the Participating Communities upon receipt of Supplier's invoice, and payment shall be made by Participating Communities on or before Supplier's due date. Delinquent payments shall be subject to a pass through of Supplier's interest plus 1%. Any Participating Community that remains in arrears for more than 90 days, or is in arrears more than 3 times in any one calendar year, shall be expelled.

4. <u>Equipment and Software</u>. The initial equipment and software to be utilized in the formation of the Management Information System shall be set forth in Schedule A. Brownstown shall be responsible for securing the necessary space and managing that equipment necessary for the operation of the central server and of general benefit to the Participating Communities. Each Participating Community shall be responsible for acquiring, maintaining, and administering that equipment and software utilized solely at their site. A more detailed description of the general joint responsibilities, including costs and those which are specific to individual Communities, shall be set forth in further detail in a separate Schedule made a part of this Agreement.

Any additional members to the charter members shall bear all initial costs assessed by the software supplier including, but not limited to software licensing, data conversion, jurisdiction configuration and training.

It is agreed that Brownstown shall operate a server for the Participating Communities, to serve as a backup for computer aided dispatch ("CAD") in the event of failure or maintenance down time of the primary server, and that the cost of such server shall be a joint expense of the Participating Communities. In the event of a long-term failure, (more than one hour), participating communities shall send a representative to staff the back-up CAD position.

In no event shall Brownstown use the server located in its community for purposes unrelated to the MIS, without the consent of the Board, and then only upon payment of an additional fee equivalent to the value of such use.

5. <u>Administration</u>. The SINC Board shall appoint a System Administrator with the general responsibilities of administering and maintaining the system. The expense of the System Administrator, as charged to the Participating Communities, shall be established by the Board as part of the budget review. As a custodian and supervisor having access to highly sensitive and confidential information, the System Administrator shall act in a fiduciary capacity with respect to Participating Communities and be accountable to the Board of Directors ("Board") for the protection of the data.

#### 6. Board of Directors.

A. The consortium of Participating Communities shall be governed by a Board of Directors consisting of one representative as designated by resolution of each Participating Community which has executed this Agreement and remains in "good standing" with the consortium. (A Participating Community in "good standing" shall include those Communities whose agreements have not expired or terminated, or whose membership has not been suspended by the Board for misuse of the system or delinquency in the payment of any financial obligation.)

B. <u>Voting</u>. A representative of a Participating Community shall cast as many votes as set forth in the following calculation.

 Voting will be computed on the financial contribution of a Participating Community and total enforcement personnel as reported by the Downriver Mutual Aid Task Force as identified in Schedule D.

 Each Charter Member shall be entitled to five additional votes in recognition of their status as a Charter Member. After the 5 year initial period, each community vote will be computed on financial contribution and personnel as reported by the Downriver Mutual Aid Task Force identified in Schedule D.

The configuration of status and voting strength shall be set forth in a Schedule to this Agreement.

C. <u>Rules and Regulations</u>. The Board shall meet and adopt such additional rules of governance as it may desire, or as may be required for the management and administration of the MIS.

7. <u>Expenditures</u>. Approval of any matters involving the expenditure of joint funds or the undertaking of an additional financial obligation shall require approval by two-thirds (2/3) of the votes eligible to be cast by the Board, including special assessments levied against any Participating Community for items or services not of general benefit to the entire consortium.

 Individual Expenses. Any individual Participating Community may undertake an additional expense or obligation for the purposes of supplementing or upgrading its individual system, provided that such changes do not adversely affect the other Participating Communities.

9. <u>Budget</u>. The Board of the Participating Communities shall by the 30<sup>th</sup> of June of each year, or such other fiscal year as may be adopted by resolution of the Board, consider and adopt an operations budget ("Budget") for the forthcoming year. The Budget shall be prepared with the input and assistance of the System Administrator and such other consultants as may be retained by the Board. Adoption of the Budget shall require approval by two-thirds (2/3) of the votes eligible to be cast by the Board after review by the respective legislative bodies of the Participating Communities. Notwithstanding the adoption of a Budget, the initial obligations for the acquisition or lease of equipment, software and service for the MIS, shall be binding upon the Participating Communities and may not be negated by action of the Board. Each participating Communities ufficient funds to cover their fiduciary responsibility as set forth in Schedule D. Trenton shall maintain a ledger of technology funds contributed by the 33<sup>rd</sup> District Court Communities, who may then use those funds for law enforcement technology purchases

including Standard Software Maintenance Agreement (SSMA) costs and will account for expenses and any fund excesses that the Participating Community may acquire. This ledger will be made available yearly, in April for budgetary purposes. SSMA (standard software maintenance agreement) will be billed to each Participating Community as outlined in Schedule D established financial contribution.

10. <u>Withdrawal of a Participating Community</u>. No Participating Community shall be permitted to withdraw and avoid the initial financial obligations set forth in this Agreement unless those responsibilities are assigned to, and assumed by, another community whose admission is approved by two-thirds of the total votes which can be cast, and upon payment of the transfer fee in the amount of 10% of the initial obligation of the withdrawing Community. In the event of an assignment to another community, any new incremental costs shall be paid in advance and the pro rata share of each Participating Community shall be re-calculated based upon each Participating Community's then current population as set forth in the most recently reported Downriver Mutual Aid Task Force report of total enforcement personnel.

11. <u>Admission of Additional Participating Communities</u>. In the absence of an assignment of interest to an Assignee as set forth above, admission of new Participating Communities shall be upon application and approval by a majority vote, provided that such new Participating Community shall absorb any additional onetime costs associated with joining. Additionally, any new Participating Communities admitted shall be assigned their pro rata share of any continuing obligations, based upon a re-calculation of the formula.

12. <u>Individual Community Responsibilities</u>. Each Participating Community shall be responsible for its own set up, providing its own security, running its own system queries and performing its own transactional audits and such other duties. Additionally, each Participating Community shall be required to send their own system's manager or operator or his/her designee to training workshops sponsored by Tyler Technologies.

13. <u>Training</u>. In the event a Participating Community is not able to attend group training sessions, it will be responsible for securing its own individual training at its own cost. In subsequent years, the number of hours of required training will be reviewed and revised based on available upgrades and Supplier's recommendations. Additional group training will be a joint financial responsibility of the Participating Communities, and incorporated in the annual budget.

Participating Communities whose representatives are unable to attend the group training will be responsible for securing their individual training, at its expense.

14. <u>Data Access.</u> The types of data accessible by each Participating Community to the MIS shall be tiered into categories established by the Board, which tiers shall reflect the appropriate security, sensitivity, and confidentiality of the data. Rules of data input and retrieval shall be dependent upon the category of information and shall be reviewed and modified from time to time by the Board as deemed necessary.

15. <u>Renewal.</u> Subsequent to the original term, upon the anniversary dates of the execution by a majority of the Parties who are Charter Members, this Agreement shall be automatically renewed for an additional one-year period unless a Participating Community provides notice to the Board, in writing, that it does not wish to renew. Those Participating Communities electing not to renew this Agreement, (or any superseding agreement adopted by the Board), shall have their participation discontinued upon expiration. All historical data held by the MIS during the initial term shall remain part of the System, however, copies of any such data input by the withdrawing Participating Community, may be copied or transferred to that Community's replacement system at the sole expense of the withdrawing Community.

16. Freedom of Information Act. Any data entered into the MIS shall become and be solely the property of the contributing Participating Community for purposes of the Michigan Freedom of Information Act (FOIA) with each Community granting to each other Participating Community, consent to its use and review in accordance with the standards and protocols set forth herein. No Participating Community is authorized to, or may, release data input by another Community pursuant to a FOIA request, without the express written consent of the contributing Community. In the event a request under the provisions of the FOIA is received by any Participating Community for the release of data which is input by another community, notice of such request shall immediately be given to the inputting Community so as to permit a response within the time frame required under the law. The inputting Community shall respond appropriately to the FOIA request in a timely fashion. Any response other than unqualified release of the information shall be copied to the Participating Community which originally received the request. The inputting Community shall hold any other Participating Communities harmless from and against any and all claims for damages or other relief, including actual attorneys' fees, arising

from the inputting Community's response, or lack thereof, unless due to a failure by a Participating Community to immediately forward a FOIA request to the inputting Community.

17. <u>Formation of Authority.</u> Nothing herein shall prohibit the Participating Communities from converting the present arrangement to a Municipal Emergency Services Authority established pursuant to Public Act No. 57 of 1988, for the provision of Management Information Services upon the unanimous consent of the Board, provided that any and all financial responsibilities for the then current MIS which have been assumed by Trenton, are and can be assigned to such Authority and that the Authority, in assuming those obligations specifically releases, holds harmless and indemnifies Trenton from any such further obligation except as a member of the Authority, in a manner and form acceptable to, and approved by, legal counsel for the City of Trenton. Such approval shall not be unreasonably withheld.

18. Default.

A. Upon the occurrence of an event of default, the Administrator shall notify the Board immediately. The Board shall advise the Participating Community of the event of default in writing and provide said defaulting Participation Community fifteen (15) days to remedy the default. If compliance has not occurred within the fifteen (15) days, or substantial action taken to remedy the default within that time frame, the Board may suspend the defaulting Participating Community from continued participation and seek any other remedies set forth herein or available in law or equity.

- B. An event of default shall be defined as:
  - the failure of Trenton to make the primary lease payment for the server system;
  - failure by a Participating Community to timely make payments set forth herein or otherwise meet its financial obligations;
  - iii. misuse of the system in violation of the primary or sublease, this agreement or the laws of the State of Michigan;
  - iv. violation of any material covenant, responsibility or provision set forth in this Agreement.

 <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of Michigan and is performable and shall be enforceable in Wayne County, Michigan.

20. <u>Entire Agreement:</u> This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, oral understandings, resolutions or statements of intent. This Agreement may not be changed, modified or altered in any manner except as agreed to in writing.

21. <u>Survivability</u>. In the event of termination of this Agreement, the following sections shall survive and continue to apply: Sections 2, 3, 5, 14, 16, and 20.

22. <u>Authorization.</u> The signatories below are duly authorized by the respective governing boards to execute this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

CITY OF ALLEN PARK	CITY OF FLAT ROCK
By:	By:
Its: Mayor	Its: Mayor
By:	By:
Its: Clerk	Its: Clerk
Dated:	Dated:
CHARTER TOWNSHIP OF BROWNSTOWN	CITY OF GIBRALTAR
By:	By:
Its: Supervisor	Its: Mayor
By:	By:
Its: Clerk	Its: Clerk

Dated:			
Dateu	 	 	_

Dated:\_\_\_\_\_

TOWNSHIP OF GROSSE ILE	CITY OF LINCOLN PARK		
By:	By:		
Its: Supervisor	Its: Mayor		
By:	By:		
Its: Clerk	Its: Clerk		
Dated:	Dated:		
CITY OF RIVERVIEW	CITY OF WOODHAVEN		
By:	By:		
Its: Mayor	Its: Mayor		
By:	By:		
Its: Clerk	Its: Clerk		
Dated:	Dated:		
CITY OF RIVER ROUGE	CITY OF ROCKWOOD		
By:	By:		
Its: Mayor	Its: Mayor		
By:	By:		
Its: Clerk	Its: Clerk		
Dated:	Dated:		

CITY OF SOUTHGATE	CITY OF TRENTON	
By:	By:	
Its: Mayor	Its: Mayor	
By:	By:	
Its: Clerk	Its: Clerk	
Dated:	Dated:	

# CITY OF WYANDOTTE

D			
By:	 	 	

Its: Mayor

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

Its: Clerk

Dated:\_\_\_\_\_

# Schedule A

## Equipment and Software Owned by SINC

- DC01.SINC.local: Dell PowerEdge R310 Windows Server 2008 R2 Domain controller for SINC.local, 24 Gb memory and 1.8Tb available disk via three 1Tb drives RAID-5
- NWPHOSTPR01: Dell PowerEdge R730 Windows Server 2016 Hyper-V Host for SINC Production servers, 131 Gb memory and ~6.5 Tb available disk via seven 1.7 Tb drives RAID-0 and RAID-6
- NWPHOSTBKO1: Dell PowerEdge R730 Windows Server 2016 Hyper-V Host for SINC Veeam replication service, 131 Gb memory and ~4.5 Tb available disk via six 1.7 Tb drives RAID-0 and RAID-5
- NWPHOSTPR02: Dell PowerEdge T610 Windows Server 2012 Hyper-V Host for SINC Test servers and other non-Tyler services, 48Gb memory and 2.7 Tb available disk via 5 1Tb drives RAID-6
- SINC-Synology01: Synology DS1515+ File Station (NAS) SINC Data local backup, 3.5 Tb available disk via 5 Tb drives RAID-5 Hybrid
- SINC-Synology02: Synology DS1515+ File Station (NAS) SINC Data remote backup, 3.5 Tb available disk via 5 Tb drives RAID-5 Hybrid
- NWSMSGPROD: IBM 8321-E1D IBM AIX 7.1 SINC Production message switch for LEIN access, 7.4 Gb memory 300 Gb available disk via two 150 Gb drives
- 8) SINC-2960: Cisco WS-2960X-24TS-L 24-Port managed switch

# SCHEDULE B

# LOCAL AGENCY RESPONSIBILITIES

Each Agency shall:

- Provide for on-going maintenance on Wide Area Network (WAN) equipment residing in that agency that connects it to MIS located in Trenton and/or Brownstown. (this maintenance may be provided by a vender)
- Provide two designated Software Security Administrators, one primary and one backup.
- Provide designee for input to the Board for operating procedures, joint table decisions, coordination of group training (overall operational point of contact).
- Provide two designated Network Security Administrators; one primary and one backup.
- Provide two Points of Contact for Board voting activities-one primary and one backup.
- Provide for on-going software training as needed annually.
- · Provide training for new employees, officers.
- · Provide terminals and/or desktop PCs to connect to MIS resources.
- Provide required Dispatch workstations if needed.
- Maintain needed desktop software required for Tyler Technologies' operation, i.e., Progress Software, Client Access.
- · Perform other tasks as developed and approved by Board.
- · Perform Agency Administration, which shall include:
  - All agencies within the consortium are required to have their own Agency Administrator.
  - B. Set up individual agency security. (Tiers 1-3).
  - C. Provide first level software/hardware support for their own agency. Will attempt to solve problem(s) prior to contacting Master Administrator.
  - D. Enter/train new employees into and with system.

- E. Remove (when necessary) retirees and other employees when no longer employed by their agency.
- F. User Training:
  - 1. Assist Master Administrator with scheduling of Administrative training.
  - Train own agency users, (unless training is being conducted as part of a MIS project)
- G. Attend Tyler Technologies training as necessary.
- H. Data Audits.
- I. Build and maintain GEO file for own agency.

### SCHEDULE C

# MASTER SYSTEM ADMINISTRATOR OR DESIGNEE

### **General Duties:**

- After the initial start-up stage has been completed, (approximately one year) dedicate necessary weekly maintenance.
- Adjust MIS policies and procedures when necessary. (Some may require board approval).
- 3. Coordinate all areas of the computer system.
- 4. Attend all Tyler Technologies training that relates to the MIS system.
- 5. Coordinate all user training. (Only those users at the administrator's own agency).
- 6. Read and be familiar with system manuals.
- 7. Be familiar with all components of the system. (Both software and hardware).
- Implement system. (Make sure that all pre-installation steps are completed successfully).

### 9. MAINTAIN SYSTEM SECURITY

- A. Tyler Technologies
- B. Assist other Agency Administrators as necessary.
- 10. Maintain system parameters.
- 11. Maintain code tables.
- 12. Data audits.
- Maintain system log. (Document back-ups, configuration changes, software/hardware installation dates, etc.).
- Provide second level software/hardware support. (Will attempt to solve problem(s) prior to reporting problem to Tyler Technologies/IBM).
- 15. Suggest enhancements.
- 16. Ensure hardware is properly cared for.

- 17. Monitor memory utilization.
- 18. Plan for future needs (software and hardware).
- 19. Perform regularly scheduled backups and store off-site.

# Schedule D

# Voting and Fiduciary Commitment

	MATF	Financial	Charter	
Community	Manpower	Contribution	Status	Vote Strength
Allen Park	38	10.70		10.70
Brownstown	35	9.86	5	14.86
Flat Rock	19	5.35	5	10.35
Gibraltar	8	2.25	5 5	7.25
Grosse Ile	17	4.79	5	9.79
Lincoln Park	49	13.80		13.80
Riverview	26	7.32	5	12.32
River Rouge	25	7.04		7.04
Rockwood	7	1.97	5	6.97
Southgate	41	11.55		11.55
Trenton	28	7.89	5 5	12.89
Woodhaven	27	7.61	5	12.61
Wyandotte	35	9.86		9.86
Total	355	100.00		

## SCHEDULE E

# DATA ACCESS

All Data on file in the Server shall be categorized into one of three tiers:

**TIER I** General information which may be input by any law enforcement officer in the MIS without prior approval, knowing that it can be accessed by any other law enforcement officer in the consortium.

Examples:

Global Name Searches Jacket Activity Jacket Inquiry

**TIER II** Information which is designated as confidential and not generally accessible by another Participating Community without the express written authority of the input Community's Department Head or his Designee, in his/her absence.

Examples:

Report narrative, supplementary reporting, OIC notes, AU2300 in order for a Tier III report to be released, the report has to have obtained a level\_\_\_\_\_\_ on the Review Process (F-21). Juvenile Information not be released (\*security\* AU262051 on inquiry)

**TIER III** Highly confidential information input by a Participating Community only with the express authorization of the Chief of Police or, in his/her absence, the Deputy Chief, which shall be accessible by the Chief of Police or Deputy Chief of Police for that Community only. No other department shall have access to such material with the exception of the system's administrator and then, only with the specific express consent of the imputing department's Chief of Police.

Examples:

Signed release by Chief of Police of a Participating Community retaining information to be kept on file for audit purposes with regard to System's Administrator

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that the Council concurs with approval of the inter-local agreement with SINC; AND

BE IT FURTHER RESOLVED authorizes the Mayor and City Clerk to sign this agreement on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

# <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

# **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_7

## **ITEM:** Traffic Congestion in the Wilson and Jefferson School area

PRESENTER: Brian K. Zalewski, Chief of Police

### **INDIVIDUALS IN ATTENDANCE:** Brian Zalewski

#### **BACKGROUND:**

Resident Ronald Clinton of 1211 16<sup>th</sup> St. appeared at the September 23<sup>rd</sup>, 2019, City Council meeting and spoke to council regarding the traffic congestion near his home at 16<sup>th</sup>/Antoine. The traffic congestion is caused by the dismissal of two schools located one block from Mr. Clinton's home. The City Council at their meeting on September 23<sup>rd</sup>, 2019, referred this matter to the Chief of Police, Resolution 2019-356, for review and report back on October 23<sup>rd</sup>. 2019.

I have met with Mr. Clinton and discussed his concern of traffic at the intersection of 16<sup>th</sup> Street at Antoine, as well as the intersection of 16<sup>th</sup> Street at Clark. Wilson Middle School and Jefferson Elementary School have dismissal times only several minutes apart. With nearly 1500 students dismissing within minutes of each other, traffic congestion in this area is most expected. One of the issues with traffic becoming congested are vehicles parking too close to the intersections, making it difficult for drivers to negotiate their turns. Mr. Clinton made the suggestion of placing "no parking" signs approximately 100 feet from each intersection to allow more roadway area for vehicles to turn. Mr. Clinton contacted the home owners in the area of these intersections to gather their opinion and signatures for the placement of the no parking signs.

I monitored these two intersections for several days to assess the flow of traffic and whether prohibiting the parking of vehicles 100 feet from the intersections would be feasible. I believe it would. By increasing the distance from the intersection where vehicles can park, this would allow more roadway space for vehicles to turn. The placement of these signs should also allow safer pedestrian crossing at these intersections so students are not walking between stopped vehicles.

I have recommended a traffic control order for the installation of "No Parking 2pm to 4pm-School Days" on 16<sup>th</sup> St., 100 feet north and south of Antoine, and on 16<sup>th</sup>., 100 feet north and south of Clark.

STRATEGIC PLAN/GOALS: In order to provide quality service to the residents of the City

of Wyandotte, it is essential that when such information is forwarded which may relate to a hazardous situation, the appropriate city department investigate the matter. If it is determined such a situation exists, a solution or answer is provided to the resident.

# <u>ACTION REQUESTED:</u> Concur with the Police Department Traffic Control Order for the placement of No Parking 2pm to 4pm-School Days on 16th St.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Since the Police Department is only seeking City Council concurrence in relation to the information as submitted, there will be no implications to the budget.

**IMPLEMENTATION PLAN:** Direct police officers to continue to patrol and monitor this area and address any traffic congestion and issue violations when observed.

# **LIST OF ATTACHMENTS:**

- 1. Traffic Control memo to Police Commission
- 2. Traffic Control Order
- 3. Mr. Ronald Clintons letter, resident signatures and diagram, provided to council
- 4. City Council resolution dated September 23rd, 2019
- 5. 7 Traffic Congestion at Wilson

MAYOR Joseph R. Peterson

CITY CLERK Lawrence S. Stec

TREASURER Todd M. Browning

CITY ASSESSOR Theodore H. Galeski



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

BRIAN ZALEWSKI CHIEF OF POLICE

October 1, 2019

To: Police Commission From: Brian Zalewski, Chief of Police

# Subject: Traffic Control Order - No Parking 2pm to 4pm-School Days, 16th/Antoine and 16th/Clark

Dear Commissioners,

This communication is in reference to City Council Resolution 2019-356 addressing Mr. Ronald Clinton of 1211 16<sup>th</sup> St., and his request for additional traffic control measures near his home. The traffic congestion around 16<sup>th</sup>/Antoine is associated with Wilson Middle School and Jefferson Elementary School. Specifically at dismissal time, 2:38 pm, and until 4:00 pm, the traffic volume in this area is extremely congested. Mr. Clinton reached out to his neighbors in the area of 16<sup>th</sup>/Antoine and 16<sup>th</sup>/Clark to gather there opinion and signatures regarding the installation of "no parking" signs. The neighbors were receptive to the signs and agreed that traffic congestion in the afternoon is concerning. The signatures collected and statement from the neighbors were presented to Mayor and City Council at their meeting on September 23<sup>rd</sup>, 2019.

In order to assess the placement location of the signs, I monitored traffic at these intersections for several days. Vehicles begin to appear on 16<sup>th</sup> St. at approximately 2:15 pm to find a parking space for the afternoon dismissal of school. Wilson Middle School dismissal time is 2:38 pm, at this time traffic is very congested. The intersections are at stop because vehicles are parked near the intersections which prohibit vehicles turning. This becomes a safety concern because students are crossing the street between stopped cars.

In order to alleviate some of the congestion, Mr. Clinton suggested that parking be prohibited 100 feet from the intersection. After assessing the traffic flow and monitoring the vehicle traffic, I agree. By increasing the distance from the intersection where vehicles can park, this would allow more roadway space for vehicles to turn.

I am requesting the installation of "No Parking 2 pm to 4 pm-School Days" on 16<sup>th</sup> St., 100 feet north and south of Antoine, and on 16<sup>th</sup> St. north and south of the Clark St. intersection.

Sincerely,

um K. Jalunel

Brian Zalewski Chief of Police

MAYOR Joseph R. Peterson

CITY CLERK Lawrence S. Stec

TREASURER Todd M. Browning

CITY ASSESSOR Theodore H. Galeski



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

Brian K. Zalewski CHIEF OF POLICE

October 8, 2019

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

Dear Honorable Mayor and City Council Members:

# SUBJECT: TRAFFIC CONTROL ORDER 2019-11

After review, I recommend the installation of "No Parking" signs 2 pm to 4 pm –School Days on 16th St., 100 feet north and south of Antoine, and on 16th St., north and south of the Clark St. intersection, 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 2019-11 as specified on said order.

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

Sincerely,

Brian K. Zalewski Chief of Police

# City of Wyandotte Traffic Control Order

TRAFFIC CONTROL ORDER # 2019-11

Parking	
Speed	
Signs to be installed	$\boxtimes$
Other	

Traffic C.doc

## 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:

 "No Parking" signs 2 pm to 4 pm – School Days on 16<sup>th</sup> St., 100 feet north and south of Antoine, and on 16<sup>th</sup> St., north and south of the Clark St. intersection

This Traffic Control Order shall POLICE & FIRE CON	MMISSION APPROVAL, CITY		
Ami	HIEF OF POLICE BRIAN ZALI	DATE:	10/8/19
	IL AFFROVAL, CITT OF WI	DATE:	littan
		DATE.	1
СНА	NGE TO OR AMENDMEN		
CHA Date: «Sign_Removal»	NGE TO OR AMENDMEN Reason: «Note»		
Date: «Sign_Removal»		TT TO ORDER	

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

WE the RESIDENTS OF 16th Street are REquesting that Restricted Parking be posted on 16th street. This would include the First two houses on both sides of the street North and south of ANtoiNE as WEll as the First two houses worth and south of Clack Street, This would be school days only From 2 pm till 3:30 pm due to the Extreme traffic congestion during these hours. Attached are Signatures of the residents that would like Remile S. Chita 1211 16th 1403 16th Peans los in I touthour 1400 16th Juli Inon Marisa Carrioll 1514 16th St. 1604-16th 1605-16th martha Sterrow Donis E. Karr 1517 16 th Marilyn & Mike Sangley 1511 - 16THmar a Jallet RON JAW ORSKI 1202-1674 Linda Szablinski 1212-16+

J. Huluh alice Downey

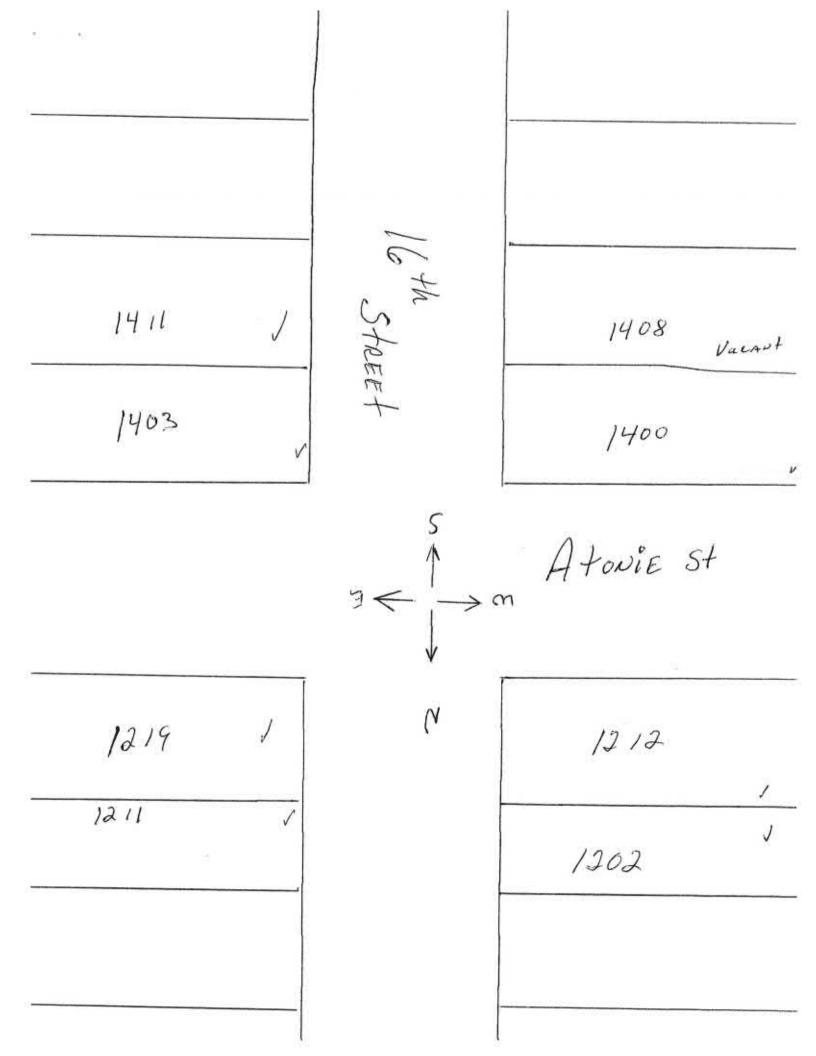
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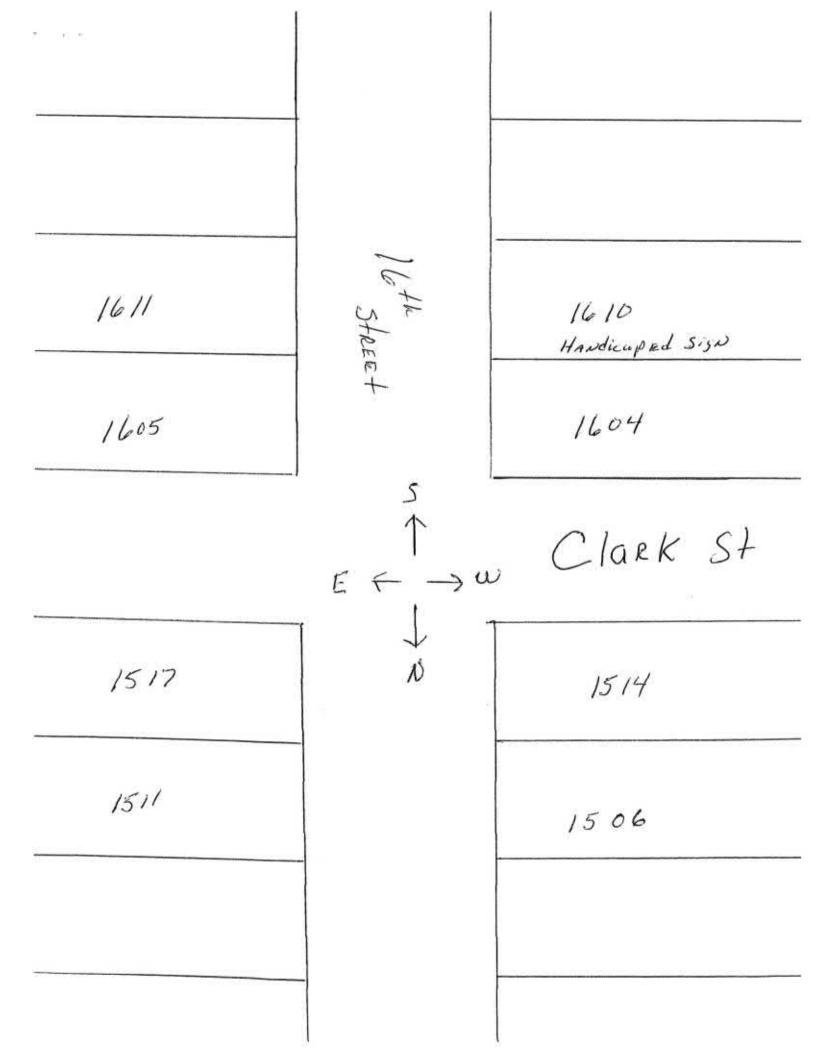
RIL

1203 16th st 1219 16th Street

1411-16th St. 1506 16th st.

1411 14 - NO





#### CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2019-356

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

UNDER THE DATE OF: September 23, 2019

MOVED BY: Councilperson Schultz

SUPPORTED BY: Councilperson Maiani

BE IT RESOLVED that the petitions presented by Mr. Ron Clinton of 1211 16<sup>th</sup> St. regarding traffic and congestion in the Wilson/Jefferson area on school days be referred to the Wyandotte Police Department for study and report back on October 23, 2019 (30 days).

Motion unanimously carried.

ABSENT: Councilperson Alderman

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on September 23, 2019 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

Lawrence/S. Stec City Clerk

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that the Council concurs with the recommendation of the Traffic Control Order for the placement of "No Parking 2pm to 4pm-School Days" signs on 16<sup>th</sup> St., 100 feet from Antoine, and 16<sup>th</sup> St., 100 ft. from Clark; AND

BE IT FURTHER RESOLVED that the police department will continue to monitor this area for traffic congestion and issue violations when necessary.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

# <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

# **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_**8** 

# **ITEM:** Halloween Block Party Response

**PRESENTER:** Lawrence S. Stec, City Clerk

**INDIVIDUALS IN ATTENDANCE:** Lawrence S. Stec, City Clerk

**BACKGROUND:** At the October 7, 2019 meeting of the City Council, Ms. Katie Teets presented a request to Council to close 15th Street between Vinewood and Walnut on Halloween Night for a Block Party. At the Council's request, the Clerk's Office processed the application through standard procedures and received responses from the required departments for approval or denial of the event. Each response is attached to this Council Request for Action.

Additionally, the Clerk recommends that the block party procedures be updated to include specific and separate weeknight & weekend hours and a limitation to the number of block parties that can be approved for any particular day, as well as any other revisions that are deemed necessary by any department involved in block party operations or the Department of Legal Affairs and approved by the City Council.

**<u>STRATEGIC PLAN/GOALS</u>**: To respect citizen participation and provide transparency in all city matters.

<u>ACTION REQUESTED:</u> Approve or deny the request of Ms. Teets to hold a block party at the requested date and time.

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

**IMPLEMENTATION PLAN:** If approved by Council, the Clerk's Office will issue a permit to Ms. Teets per standard procedures.

# **LIST OF ATTACHMENTS:**

- 1. Completed Block Party Application (information redacted) with original letter to Council
- 2. Resolution #2019-391
- 3. Responses from Police Chief, Fire Chief, DPS Superintendent, City Engineer, and City Attorney
- 4. 8 Halloween Block Party Response

Date: 00 24/19	1		rty Petition	
ction petifioned for	Dear Mayor We, the und	and City Council Members: ersigned citizens, most respectfully 15th Stipet be (Location - street of closure with desc	petition your Honorable Body to h	old a Block Party at
Printed Nam	on the 31		, 2019 from 4:00 Address	(am/pm) to //: (am/pm). Date
Printed Nam	e tə	Signature		and Julio
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May No	ty my	Augo Smith	2478 15th St	9/25/19
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Danna pic	1 1	C D J	2494 K th	9/25/19
ARNING: Any circulator knowingly that	king a false statement in	the above certificate or any person not a circulator that signs	as such or any person who signs a name other than his own	as circulator is guilty of a misdemeanor.
the undersigned circulato resence and that to the be	r of the above p st of my knowle	etition, assert that I am qualified to circ edge and belief, each signature is the ge	enuine signature of the person purport	ing to sign said petition.
irculator:	KAH	MUNTOTA	Phone:	7 9124119
ddress:	2511	15th st winnd	07ft 4819 Date:	>
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Wyandotte	<u> </u>				
- afulla	1	Block Pa	arty Petition		
Date: 9/299999 Action petitioned for	Dear Mayor	and City Council Members:			
Action pentioned for		h $f$	een vinew	Body to D	hold a Block Party at 3 Walnut
	on the 3	st day of OCTODEr	. 2019 from 4	1:00	(am/pm)to 1 00 (am/pm)
Printed Nam	ie	Signature	Address	1.	Date
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the undersigned circulato	or of the above p	the above certificate or any person not a circulator that signs etition, assert that I am qualified to cir dge and belief, each signature is the ge	culate this petition, that each	ch signatur	e on the petition was signed in my
Circulator:	St of my knowle	TODA		ione:	and to sign ours pointon
Address:	2511	5th St	Da	ate:	9/20/19

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16

If additional signatures are necessary, please copy blank sheet and continue on second page.



# CITY OF WYANDOTTE

Office of the City Clerk 3200 Biddle Ave. Wyandotte, MI 48192 (734) 324-4560

- I	<b>APPLICATION FOR A BLO</b>	CK PARTY PERMIT	
APPLICATION MUST BE REC	EIVED BY THE CLERK'S O	FFICE 14 DAYS BEFOR	E THE PERMIT IS NEEDED
Location of Block Party: 151 (be specific please) (Location - st	h Stiect betwee eet of closure with description of boundaries, ex	CO VINCINO	d juainut
	to all	3010	
Event Date: 10/31/19	TODER 31ST	2017	
Starting Time: (Must not be earlier than 10AM)	Y.UU AM/ MPO	Ending Time: Must not be later than 11PM)	11:00 AM/PM
	red & picked up by DPS for a f paid at the time of application.		ned to DPS by applicant with \$50 osit paid at the time of application.
Contact Name: hat (Individual or Or)	e Teets anization - to be printed on permit)	PI PI	none #:
Contact Address: 251	1 15th St 1	wyandotte.	MI 48192
Email Address: No. &	Street	nty ,	State Žip
Preferred Contact Method (Circle one):	(Phone)	Email	Postal Mail
A fully completed application must be submitted nor required at the time of applying (\$51.00). Please be departments and the event organizer will be notifie understands and agrees to these terms and agrees to	advised that payment does not guarantee a I via their preferred contact method above	pproval. Following application, a re with their application status within	eview will be conducted by internal city
Signature of Applicant:	hundtle	A.	Date: 9/30/19
D	nor write bel	ow this line	
	FOR INTERNAL OFF	ICE USE ONLY	
Receipt #: 177225	Date Paid	10/8/19	$\bigcap$
Date Assessing Department Contacted	d: 10/9/19 Sufficient	Petition Signatures Recei	ived: ((Y) N
Date Internal Depts. Notified via Em			esolution # 2019-
391 from Oct.	1, 2019. Note w	seeknight 1	roliday request.
Clerk's Office Approval:	· · · · · · · · · · · · · · · · · · ·	1-1-1-1-1 1-1-1-1-1	Date:

#### BLOCK PARTY REGULATIONS

- No block parties shall be allowed on designated fire routes and/or major thoroughfares Antoine, Emmons, Eureka, Ford Avenue, Goddard, Oak, Pennsylvania, Vinewood, 3<sup>rd</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 12<sup>th</sup> and 20<sup>th</sup> Streets.
- No block party shall begin prior to 10:00 a.m. and the street must be cleaned, cleared, and open to traffic by 11:00 p.m.
- If chosen above, applicant agrees to pick up and return barricades from the DPS at 4201 13<sup>th</sup> St. between the hours of 8:00 a.m. and 3:00 p.m. Barricades must be put in place, by the applicant, to close the street before beginning the block party. Barricades must be returned no later than 3:00 p.m. on the business day following the event. <u>Parked cars may not be used as a barricade.</u>
- An application fee of \$1 is due at the time of application.
- All affected residents must be notified of the Block Party and at least 60% of those property owners must sign the
  attached petition. The petition must be submitted with the application for proper review.
- Fire hydrant side of street must be kept clear for access by emergency vehicles.
- No tents or immovable objects will be permitted on the street. Do not stretch wires, ropes, nets, lights, banners, and other items across the street. These could prevent access by emergency vehicles.
- · Do not obstruct public sidewalk or public way with barricades, ropes, or other objects.
- Portable toilets must be removed within 24 hours following said event.
- · All ordinances remain in full force and effect.
- If a meeting is required by neighbors to coordinate Block Party plans, please contact the Clerk's Office (324-4560) to arrange for a City Hall meeting room.

cc: Police Department; Fire Department, Department of Public Service, Engineering Department

# Kathryn L. Teets 2511 15<sup>th</sup> St. Wyandotte, MI 48192

Via Hand-Delivery Mayor Joseph R. Peterson, and Members of City Council 3200 Biddle Ave., Ste. 300 Wyandotte, MI 48192

V

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Re: Block Party – 15<sup>th</sup> St.

Dear Mayor Peterson and Members of City Council,

I am writing to most respectfully request to hold a block party on the 31<sup>st</sup> day of October 2019 from 4:00 PM to 11:00 PM. The street closure requested is on 15<sup>th</sup> Street between Vinewood St. and Walnut St.

Our neighbors on 15<sup>th</sup> Street have signed the block party petition. Each year, most of our neighbors get together in the spirit of Halloween for the children in our area. This year, we felt it would be safer and more fun to have a block party. We look forward to your decision. Thank you.

Dated: September 30, 2019

By: Kathryn L. Teets.

RECEIVED SEP 3 0 2019 CITY CLERK

### CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2019-391

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

UNDER THE DATE OF: October 7, 2019

MOVED BY: Councilperson Alderman

SUPPORTED BY: Councilperson Calvin

BE IT RESOLVED that the communication from Ms. Kathryn Teets relative to the closure of 15<sup>th</sup> St. between Vinewood and Walnut St. on October 31, 2019 from 4P-11P is hereby received and placed on file.

BE IT FURTHER RESOLVED that the Council refers the request back to the Clerk for standard application through the Police Department, Fire Department, and the Department of Public Service with report back to Council on October 21, 2019.

Motion carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Schultz

NAYS: Councilperson Sabuda

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on October 7, 2019 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

Lawrence S. Stec City Clerk

From: Sent: To: Subject: Greg Mayhew

Thursday, October 10, 2019 8:14 AM Beth Lekity RE: Block Party\_10.31.2019

Beth,

I have no issues with this block party.

Gregory J. Mayhew, P.E. City Engineer City of Wyandotte Department of Engineering and Building 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan 48192 734-324-4554

From:	Gary Ellison
Sent:	Thursday, October 10, 2019 8:02 AM
То:	Beth Lekity; Archie Hamilton; Brian Martin; Brian Zalewski; Greg Mayhew; Janice
	Hochberg; Jesus Plasencia; Kelly Roberts; Lawrence Stec; Leanne Daniels; Susan
	Schultz; Wyandotte Fire Chief
Cc:	
Subject:	RE: Block Party_10.31.2019

I have no issues with this.

Gary Ellison Department of Public Service Superintendent City of Wyandotte 4201 13th Wyandotte, MI 48192 734.324.4583 gellison@wyandottemi.gov

From: Sent: To: Subject: Wyandotte Fire Chief Thursday, October 10, 2019 4:58 PM Beth Lekity RE: Block Party\_10.31.2019

I have no objection at this time.

From: Sent: Brian Zalewski Friday, October 11, 2019 1:22 PM

Cc: Subject:

RE: Block Party\_10.31.2019

I do not approve based on the specific date of this request (Halloween). There is potential for numerous block party requests in the future, this could cause delays in emergency vehicle response.

From: Sent: To: Cc: Subject: William Look < Friday, October 11, 2019 2:26 PM Beth Lekity Brian Zalewski Re: Block Party\_10.31.2019

#### Beth,

I concur with the Chief of Police. I would recommend the response back to City Council indicates a policy should be adopted. If the City Council wants to approve this one, I would recommend an earlier termination date due to a weeknight.

Bill Look

# William R. Look, P.C.

Attorney and Counselor at Law Professional Corporation 2241 Oak Street Wyandotte, MI 48192 Phone: (734)-285-6500 Fax: (734)-285-4160

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that the Council has received all responses from appropriate internal departments regarding the request of Ms. Katie Teets to hold a block party on Thursday, October 31, 2019 (Halloween Night).

BE IT FURTHER RESOLVED that the Council <u>approves / denies</u> the request of Ms. Teets to hold a block party on Thursday, October 31, 2019 from 4pm to 11pm on 15<sup>th</sup> Street between Walnut and Vinewood.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

# <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

# **MEETING DATE: 10/21/2019**

# AGENDA ITEM #\_9

# **ITEM:** Bishop Park Handicap Kayak Launch Repair

**PRESENTER:** Justin N. Lanagan, Superintendent of Recreation

# **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** In 2011, the City put in a handicap kayak launch in Bishop Park that features a hydraulic lift, that is solar powered to raise and lower kayaks out of the water. The entire launch is made of 13 connected EZ Dock pieces. The hydraulic lift has broken on the launch. To assess the damage and perform the necessary repairs, the entire kayak launch must be removed from the water. For several months I reached out to various contractors and received responses that they were working on a price, planning to come out and look at it, and one after another they fell through. I finally received a price quote from Water's Edge Dock and Hoist but the amount was over \$10,000.

Due to the quote, quotes were solicited on the MITN. On October 7th, bids were opened and no bids were received. I spoke again with Water's Edge Dock and Hoist and they submitted another bid with a \$1,000 discount.

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

<u>ACTION REQUESTED:</u> Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk approve the hiring of Water's Edge Dock and Hoist to perform the necessary repairs on the handicap kayak launch.

# BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-524

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

# **LIST OF ATTACHMENTS:**

- 1. Original Estimate from Water's Edge Dock and Hoist
- 2. MITN Posting
- 3. Bid Log Sheet from Clerk's Office

- Update Estimate from Water's Edge Dock and Hoist 9 Bishop Park Handicap Kayak Launch Repair 4. 5.

Waters Edge Dock & Hoist INC. P.O. Box 2190 Howell, MI 48844 US (517) 294-7476 info@watersedgedockandhoist.com www.watersedgedockandhoist.com



# Estimate

### ADDRESS

Justin Lanagan City Of Wyandotte

### ESTIMATE # 2798 DATE 09/09/2019 EXPIRATION DATE 09/21/2019

		-	
ACTIVITY	QTY	RATE	AMOUNT
*estimate below is for removal and assesment of damaged EZ Launch system. Parts needed for reconfiguration will be additional charge			
labor Remove and asess damaged EZD. 308 excavator and 259d skid loader with crew needed	1	7,400.00	7,400.00
labor reconfigure and install newly designed launch	1	3,600.00	3,600.00
ez coupler set w/comp rod ez coupler set w/comp rod 301100 *many of the old steel bolt style couplers you have will be siezed you will only be charged for what is used.	15	55.00	825.00T
Here is the estimate that you have requested. Pricing is subject to	SUBTOTAL	11,825.00	
change upon site visit or until additional information is received.	TAX	49.50	
Please feel free to contact us with any questions that you may have!	TOTAL	\$11,874.50	
Your Boat Dock & Lift Specialists			
517-294-7476			

Accepted By

Accepted Date

#### Notice

Basic Information	\$15,000,00 (blat shows to swedless)
Estimated Contract Value (USD)	\$15,000.00 (Not shown to suppliers)
Reference Number	0000223640
Issuing Organization	City of Wyandotte
Owner Organization	Wyandotte Recreation Department
Solicitation Type	RFQ - Request for Quote (Formal)
Solicitation Number	File #4770
Title	Bishop Park Kayak Launch Repair
Source ID	PU.AG.USA.2030.C6044901
Piggyback Solicitation	No

#### Details

tano		
Location	Wayne County, Michigan	
Delivery Point	3200 Biddle AveWyandotte, MichiganUnited States 48192	
Purchase Type	One Time Only	
Description	Quoting to remove and repair the EZ Dock Handicap Kayak Launch located	
	In Bishop Park (2727 Van Alstyne, Wyandotte, MI 48192). The entire dock	

09/26/2019 01:34 PM EDT

10/04/2019 04:00 PM EDT

10/07/2019 02:00 PM EDT

No

Is made up of 13 EZ Dock platform sections. There are several sections of EZ Dock that need replacing as well as the hydraulic lift is damaged (kayak skids/bunks/runners have been severed off). All quotes and proposals will be considered. A site visit is encouraged, but not required. All quotes must be received by 2pm on Octoboer 7th, 2019. Quotes and proposals must be sealead and mailed or dropped off in person to the Clerk's Office located in

City Hall, 3200 Biddle Avenue, Wyandotte, MI 48192

#### Dates

Publication Question Acceptance Deadline Questions are submitted online Closing Date

#### **Contact Information**

Justin Lanagan 734-324-7294 jnlanagan@wyandottemi.gov

#### **Buyer's Requirements**

General Requirements

- Contractors License Required
- Insurance Required
- Onsite Maintenance Required

#### Award Requirements

- All or None Award

Bid Submission Process Bid Submission Type

Physical Bid Submission

### Categories Selected Categories

NIGP Categories (6)	
120	BOATS, MOTORS, AND MARINE EQUIPMENT
12043	Hydraulic Systems, Marine Hydraulic Systems, Marine
12030	Canoes and Kayaks Canoes and Kayaks
12097	Winches and Lifts, Boat (Including Windlasses) Winches and Lifts, Boat (Including Windlasses)
12035	Docks and Piers, Fixed and Floating (Including Dock Systems, Gangways, Marinas, Wharfs, etc.) Docks and Piers, Fixed and Floating (Including Dock Systems, Gangways, Marinas, Wharfs, etc.)
959	MARINE CONSTRUCTION AND RELATED SERVICES; MARINE EQUIPMENT MAINTENANCE AND REPAIR
95976	Storage, Lifting, and Launching of Boats Storage, Lifting, and Launching of Boats
967	PRODUCTION AND MANUFACTURING SERVICES
96701	Athletic, Sporting, Recreational, Fishing, Hunting, and Camping Equipment Manufacturing Services Athletic, Sporting, Recreational, Fishing, Hunting, and Camping Equipment Manufacturing Services

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## Courtesy Email Sent using email addresses

garrick@watersedgedockandhoist.com

CITY OF WYANDOTTE BID DEPOSIT LOG SHEET			
KAYAK LAUNCH REPAIR			
lignature			
6			

Waters Edge Dock & Hoist INC. P.O. Box 2190 Howell, MI 48844 US (517) 294-7476 info@watersedgedockandhoist.com www.watersedgedockandhoist.com



ADDRESS

Justin Lanagan City Of Wyandotte



ESTIMATE # 2798 DATE 09/09/2019 EXPIRATION DATE 10/31/2019

ACTIVITY	QTY	RATE	AMOUNT
*estimate below is for removal and assesment of damaged EZ Launch system. Parts needed for reconfiguration will be additional charge			
labor Remove and asess damaged EZD. 308 excavator and 259d skid loader with crew needed	1	7,400.00	7,400.00
labor reconfigure and install newly designed launch	1	3,600.00	3,600.00
ez coupler set w/comp rod ez coupler set w/comp rod 301100 *many of the old steel bolt style couplers you have will be siezed you will only be charged for what is used.	15	55.00	825.00T
discount Discount-Per Andrew's correspondence with Justin Lanagan	1	-1,000.00	-1,000.00
Here is the estimate that you have requested. Pricing is subject to	SUBTOTAL		10,825.00
change upon site visit or until additional information is received.	TAX		49.50
Please feel free to contact us with any questions that you may have!	TOTAL		\$10,874.50
Your Boat Dock & Lift Specialists			
517-294-7476			

Accepted By

Accepted Date

## **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that Council hereby CONCURS in the recommendation of the Superintendent of Recreation and the Recreation Commission to hire Water's Edge Dock and Hoist to perform the necessary repairs on the handicap kayak launch (Bid File #4770) in the amount of \$10, 825.00 from account #492-200-850-524.

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	

## <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

## **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_10

**ITEM:** Brownfield Plan No. 22 – Developer Reimbursement Agreement

**PRESENTER:** Joe Gruber, DDA Director

## **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The enclosed Brownfield Redevelopment Plan No.22 – Developer Reimbursement Agreement is the final piece of documentation requiring approval by the Mayor and City Council in order for the entire Brownfield Plan No. 22 to comply with the procedures adopted by the City Council and the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended.

The Developer's Reimbursement Agreement outlines the detailed process by which the Developer will be reimbursed for the approved eligible activities in the Brownfield Plan No. 22. Essentially, the agreement allows for the Developer to be reimbursed for eligible Brownfield activities with future tax increment revenue. The developer must submit receipts and invoices of work items completed, which will be verified by the City of Wyandotte, and once the completed project begins generating tax revenue, the Developer can begin to receive the reimbursements, as outlined in the Brownfield Plan No. 22.

As you may recall, the Brownfield Plan No. 22 was approved by the Mayor and City Council during a regular meeting on Monday, September 23rd, 2019 following a public hearing on the approving of the Brownfield Plan No. 22. The Developer Reimbursement Agreement was approved by the Wyandotte Brownfield Redevelopment Authority on Tuesday, October 15th, 2019.

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

<u>ACTION REQUESTED</u>: The DDA Director is requesting the Mayor and City Council to approve the Brownfield Redevelopment Plan No. 22 – Developer Reimbursement Agreement and authorize the Mayor and Clerk to sign the agreement on behalf of the City of Wyandotte.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 20% of the future tax increment

revenue will be captured by the DDA following the OPRA and NEZ Abatements until the DDA Charter sunsets in 2034.

Additionally, an annual WBRA administrative fee will be allocated in the amount equal to 12.5% of the annual Tax Increment Revenue (TIR) levied from the local millages, in an amount not to exceed \$5,000 annually for the duration of the Plan.

**IMPLEMENTATION PLAN:** DDA Director, City Administrator, City Engineer and City Attorney to jointly execute the entire Brownfield Plan.

## **LIST OF ATTACHMENTS:**

- 1. Brownfield Plan No. 22 Developer Reimbursement Agreement
- 2. 10 Brownfield Plan #22 Developer Reimbursement

## BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") by and among the City of Wyandotte Brownfield Redevelopment Authority (the "Authority"/"BRDA"), the City of Wyandotte (the "City") acting through the Wyandotte City Council, 3200 Biddle Avenue, Wyandotte, MI 48192, and A&J Realty Ventures, LLC ("Developer"), 20412 Lorne Street, Suite D, Taylor, Michigan 48180

## **RECITALS:**

This agreement is made under the following circumstances:

- A. A&J Realty Ventures, LLC, (the "Developer") owns the real property described in the attached Exhibit A (the "Property").
- B. The Developer proposes to construct a mixed-use development on the Property consisting of a five-story building of approximately 92,414 square feet (the "Development"). It's estimated that total investment in the property will be approximately \$14,000,000.
- C. The Development is expected to create jobs and increase taxable value for the applicable taxing jurisdictions.
- D. The Property has been determined to be a "functionally obsolete" by a Michigan Master Assessing Officer (MMAO) (formerly Level IV) as that term is defined in Section 2(e)(vii) of the Brownfield Redevelopment Financing Act ("BRFA"), Act 381 of 1996 (MCL 125.2651), as amended.
- E. As "functionally obsolete," the Property is an eligible property for which eligible activities as defined in the Brownfield Redevelopment Financing Act, as amended, may be identified under a Brownfield Redevelopment Plan approved by the City.
- F. A Brownfield Plan for the Property has been prepared and recommended for approval by the Authority and describes the eligible activities and their attendant costs in summary form based upon the information provided by the Developer; sets out an estimate of the captured taxable value as provided by the Developer, an estimate of the tax increment revenues, a description of the authorized expenditures, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The various amounts set out in the Brownfield Plan are all estimates and not intended to be an appropriation or budgeted amount. Actual revenues and costs and other authorized expenditures may vary.

- G. The Wyandotte Downtown Development Authority (DDA), on August 19, 2014, adopted a resolution authorizing the transfer of tax increment revenues that would otherwise be captured by the DDA to the Authority/BRDA to reimburse Eligible Activities and other expenses and allocations identified in the Brownfield Plan, subject to further approval of the Brownfield Plan by the City Council and the Michigan Strategic Fund (MSF)/Michigan Economic Development Corporation (MEDC). Said transfer is in accordance with the Interlocal Agreement between the DDA and Authority/BRDA, which was approved by the DDA on August 13, 2019, and the Authority/BRDA on August 20, 2019.
- H. Eligible activities identified in the Brownfield Plan are to be further approved by the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF), as provided in Act 381, by approval of an Act 381 Work Plan.
- I. As a condition of obtaining approval from the MEDC/MSF to capture school taxes to pay for non-environmental activities, one of the documents that must be submitted with the approved Brownfield Plan is a Brownfield Development and Reimbursement Agreement between the City and the Developer (per Act 381, MCL 125.2663(15)).
- J. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to the Agreement regarding the Development and payment and reimbursement of eligible activities as approved in the Brownfield Plan, in the event that the MEDC/MSF approves the non-environmental eligible activities as requested in the applicable Act 381 Work Plan.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

1. Payment of Eligible Activity Costs by the Authority. From time to time, but not more frequently than quarterly without approval of the Authority, Developer may submit to the Authority a statement of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement or the Plan ("Reimbursement Request"). The Developer shall submit to the Authority all reasonably required documentation for identifying Eligible Activity Costs as outlined in Section 1.2 for which the Developer seeks payment under Act 381. Upon a written request from the Developer, either the Wyandotte City Administrator or the Authority may, in their sole creation, allow for additional time to submit said documentation. The Authority shall determine the amount to be reimbursed, based upon the reasonable and necessary costs of the Eligible Activities approved in the Brownfield Plan and/or Work Plan, and Act 381 in light of the actual costs presented in the Developer's submitted documentation. The Authority shall pay to the Developer a principal amount not to exceed \$4,458,557, which consists of the "Eligible Activity" Costs" identified in the Brownfield Plan including an allowance for contingencies (if applicable), or a lesser amount approved by the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF) as part of the Work Plan approval process, and shall pay the Eligible Activity Costs on or before May 10 of each year, provided the Developer is in

compliance with all requirements of this Agreement. The actual payment made to the Developer will be subject to the provisions of 1.1(d), 1.3 and 1.4.

- 1.1. The Eligible Activity Costs shall not be paid to the Developer unless:
  - a) They are eligible for payment pursuant to Act 381.
  - b) They are incurred for activities described by the Brownfield Plan and/or Work Plan.
  - c) They are actually paid by the Developer.
  - d) The Developer has submitted the documentation required in Section 1.2 of this Agreement, and the amounts requested for payment have been approved by the Authority. The Developer shall submit said documentation to the Authority at least one-hundred and fifty (150) days prior to the cost of any eligible activities being reimbursed, unless a lesser time period is authorized by the City Administrator or his designee.
  - e) The Developer has completed all required Eligible Activities, except any long-term monitoring activities (if necessary).
  - f) The Developer has obtained a temporary certificate of occupancy for the Development.
  - g) The Developer or Owner has submitted an annual report of the status of the Development, in accordance with Act 381, MCL 125.2666(7), and Section 3.4 of this Agreement, unless said report is no longer required.
  - h) The necessary approvals referenced in 1.3, 1.4 and 1.5 are obtained.
  - i) The Developer and Owner have satisfied all current requirements of this agreement and are not in default of this agreement.
- 1.2. The Eligible Activity Costs paid to the Developer shall be, in any year, the amount allowed to be paid under Act 381 and the Brownfield Plan and/or Work Plan less the amount allocated to the Authority's Local Brownfield Revolving Fund (LBRF), if any, under the Brownfield Plan and/or Work Plan, and the amount required to be paid to the Authority for administrative costs incurred by the Authority under the Brownfield Plan and/or Work Plan. Reimbursement payments for Eligible Activity Costs shall be made in installments over time and in accordance with the Brownfield Plan and/or Work Plan. The Developer shall submit a reimbursement request for approved Eligible Activity Costs, which shall include documentation reasonably identifying the cost, date and description of the approved Eligible Activity performed, such as: (a) any and all invoices from contractors and other supporting documentation that provide information as to the date and description of the approved Eligible Activity performed; or (b) the American Institute of Architects (AIA) payment forms G702–1992, Application and Certificate for Payment, and G703–1992, Continuation Sheet. In addition, the Developer shall provide any other documentation reasonably requested by the Authority, in a format and on such forms

approved by the Authority to assist the Authority in determining whether the work was performed as approved and was necessary and reasonable in cost.

- 1.3. Within ninety (90) days of its receipt of a Reimbursement Request, the Authority shall review the submission to confirm that such costs qualify for reimbursement under this Reimbursement Agreement or the Plan. The Authority will advise Developer in writing if any activities do not qualify for reimbursement under the Plan and include the specific reasons for the Authority's conclusion that such activities do not qualify. To the extent that a Reimbursement Request is approved, the Authority shall cause Developer to be paid the amounts approved, together with the interest rate, if applicable, as provided in the Plan to the extent that Tax Increments are available as provided in Section 1.4 below. If sufficient Tax Increment Revenues are not available at the time which a Reimbursement Request is approved, the approved amount shall be paid from Tax Increment Revenues next received by the Authority. To the extent that any portion of a Reimbursement Request is not approved within ninety (90) days, any authorized representative of the Authority and Developer shall, upon the request of either party, meet promptly to discuss the conditions pursuant to which Developer can obtain approval of such disallowed request. In the event that an unresolved dispute with respect to such approval remains for thirty (30) days, the parties agree to submit the dispute to the Authority for review. If the Authority cannot resolve the dispute within an additional thirty (30) days, each party may seek whatever remedies may be available to it.
- 1.4. The City of Wyandotte's City Administrator, or designee, will determine annually in his reasonable discretion the amount of the reimbursement payments taking into consideration the amount of tax increment revenues captured from the Development and the payment of other expenses and allocations from such revenues as authorized by law. The City Administrator or designee will approve each payment to the Developer that has been approved by the developer. All estimates of tax increment revenues and the allocation and appropriation of those revenues set out in the Brownfield Plan and/or Work Plan, are subject to amendments and adjustments based upon the actual amounts of the investment, millages, expenses, increases or decreases in taxable value and other related economic variables.
- 1.5. Proposed changes or additions to the Brownfield Plan shall be submitted in writing to the Authority for approval to be incorporated into an amended Brownfield Plan and are subject to the approval of the Authority, the City, and the MEDC/MSF. Any changes or additions to the Eligible Activities which are not approved by the Authority, the City Council, and the MEDC/MSF, shall result in the Developer being responsible for the payment of such non-approved Eligible Activities.
- 1.6. The Developer hereby acknowledges that the City is not obligated to provide additional reimbursements for this Development, other than the Eligible Activity Costs approved by the City in the Brownfield Plan. If the amount of the reimbursement provided pursuant to this Agreement is insufficient to complete the approved Eligible Activity, then Developer

may request additional reimbursement in writing for approval by the Authority and the City. The City or Authority is not obligated to approve any such requests for additional reimbursement, and if additional reimbursements are not approved by the Authority, City, and the MEDC/MSF, then Developer shall be responsible for any additional costs for approved Eligible Activities in excess of the approved amount.

- 1.7. The obligations of the Authority pursuant to this Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to collect taxes calculated on the Captured Taxable Value; (b) up to thirty-five (35) years after the Effective Date of this Agreement; (c) the date on which there remain no outstanding Net Eligible Activity Costs; or (d) the occurrence of an Event of Default.
- 1.8. The Authority represents, warrants and covenants to the Developer on the Effective Date, and shall be deemed to represent, warrant and covenant on each and every day during the term of this Agreement, as follows:
  - (a) The Authority is duly organized, validly existing and in good standing under the laws of the State of Michigan and Act 381, has all corporate power and authority to enter into this Agreement and is duly qualified and in good standing in the State of Michigan.
  - (b) The Authority is not a party to, subject to or bound by any agreement or other obligation, or any judgment, order, writ, injunction or decree of any court or governmental authority, which could prevent or materially impair the carrying out of this Agreement. The making and performance of this Agreement, and transactions contemplated herein, by the Authority will not violate any provision of law or result in the breach of, or constitute a default under, any lease, indenture, bank loan, credit agreement or other material agreement or instrument to which the Authority is a party or by which its authority or property may be bound or affected.
- 2. <u>Default by the Developer</u>. The occurrence of any of the following events shall be considered an "Event of Default" unless additional time is approved by a resolution adopted by the City Council at its sole and absolute discretion:
  - 2.1. The material breach, following notice and thirty (30) days opportunity to cure, by the Developer of any representation, warranty or covenant in this Agreement.
  - 2.2. The failure of the Developer, following notice and thirty (30) days opportunity to cure, to comply with the material terms of this Agreement.
  - 2.3. The failure of the Developer, following notice and thirty (30) days opportunity to cure, to construct the Development and operate it during normal business hours within forty-two

(42) months after the Effective Date unless the delay or default in performing is caused by conditions beyond its control including, but not limited to, Acts of God, strikes, wars, insurrections, civil disturbances, earthquakes, tornadoes, or floods.

- 2.4. If real property taxes <u>for the real property identified in Exhibit A</u> are unpaid for more than one year from the due date (August 1 and December 1 each year), the City's covenant to reimburse the Developer shall cease, following notice and thirty (30) days opportunity to cure, and no further reimbursement shall occur until such time as Developer has paid all unpaid property taxes and interest, if any. Interest on the reimbursement amount shall not accrue during any time that the real property taxes on the Property are not paid by the last date due and will only begin to accrue thereafter when all real property taxes are current.
- 2.5. If the Development is substantially destroyed, the Agreement shall terminate unless reconstruction occurs on a comparable Development within 36 months of the date of the loss. No payments shall be made and no interest (if allowed for) shall accrue during the period of reconstruction. Payments shall resume or interest shall accrue when the reconstruction is substantially complete as determined by the City.
- 3. **Representations, Warranties and Covenants of the Developer.** The Developer represents, warrants and covenants to the Authority on the Effective Date, and shall be deemed to represent, warrant and covenant on each and every day during the term of this Agreement, as follows:
  - 3.1. For contracts exceeding \$50,000 related to the construction or implementation of the approved Eligible Activities, the Developer shall solicit bids and quotes for service from contractors while demonstrating through documentation and communication that diligent efforts have been made to procure services with reasonable intent of inclusion and fairness, unless the requirement is waived by the Wyandotte City Administrator or his designee, and if requested by the City Administrator or his designee, provide copies of all bids received and the qualifications of the Developer's preferred contractor(s) to the City Administrator and/or City Engineer, or their designees. If the contractor that submitted the lowest qualified bid is not the contractor selected, the Developer must pay the difference between the contractor selected and the lowest qualified bid, unless otherwise approved by the City, at the City's sole discretion. Unless approved by the City, the cost difference shall not be reimbursable to the Developer as an Eligible Activity. The individual(s) signing this agreement on behalf of the Developer have the full authority to bind the Developer to all of the terms of this agreement
  - 3.2. The Developer is a Michigan limited liability company, duly organized, validly existing and in good standing under the laws of the State of Michigan. The Developer operates as a limited liability company and has full power and has taken all required action, with respect to authorization of the execution of the Agreement.

- 3.3. The Developer is not a party to, subject to or bound by any agreement or any judgment, order, writ, injunction or decree of any court or governmental authority, which could prevent or materially impair the carrying out of this Agreement. The making and performance of this Agreement, and transactions contemplated herein, by the Developer will not violate any provision of law or of the Certificate of Incorporation of the Developer or result in the breach of, or constitute a default under, any lease, indenture, bank loan, credit agreement or other material agreement or instrument to which the Developer is a party or by which its property may be bound or affected.
- 3.4. In accordance with Act 381, MCL 125.2666(7), the Owner or Developer for an active project included within a Brownfield Plan must annually submit to the Authority a report on the status of the project. The report shall be in a form to be developed by the Authority and/or the MEDC/MSF and must contain information necessary for the Authority to report under Act 381, MCL 125.2666(3)(f), (h), (i), (i), and (k). As defined in Act 381, "active project" means a project for which the Authority is currently capturing taxes under Act 381. The initial report and all future reports due to the Authority by the Owner or Developer shall be submitted to the City Administrator and/or Authority by June 30 of each year, or an earlier date if Owner and Developer are provided written notice by the Authority of City no less than thirty (30) days prior to its due date.

After all phases of the Development under this Agreement have been completed and the Development is fully occupied, and the Owner or Developer has submitted a report providing the required information, the Wyandotte City Administrator and/or the Authority may waive the requirement for an Owner or Developer to submit additional annual reports.

The information required to be provided by the owner or Developer by MCL 125.2666(3) is as follows:

- (f) The amount of actual capital investment made for each project.
- (g) The number of residential units constructed or rehabilitated for each project.
- (h) The amount, by square foot, of new or rehabilitated residential, retail, commercial, or industrial space for each project.
- (i) The number of new jobs created at the project.
- (j) All additional information that the governing body, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), or the Michigan Strategic Fund (MSF) considers necessary.

The Owner or Developer acknowledges that in accordance with Act 381, said information shall be used by the Authority to submit annually to the governing body/City, EGLE, MSF, and/or the Michigan Department of Treasury, a financial report on the status of the activities of the Authority for each calendar year. The report shall include all information required in MCL 125.2666(3).

## 4. Miscellaneous Provisions.

- 4.1. <u>Choice of Law.</u> This Agreement is governed by and must be construed in accordance with the law of the State of Michigan as if fully performed therein and without reference to its conflict of laws principles.
- 4.2. <u>Notices.</u> Any notices or other communications required or permitted under this Agreement shall be sufficiently given if in writing and (i) hand-delivered, including delivery by courier service, (ii) sent by overnight mail by a nationally recognized overnight mail service, or (iii) sent by certified mail, return receipt requested, postage prepaid addressed to the recipient at the address stated below, or to such other address as the party concerned may substitute by written notice to the other:

If to Authority:	Wyandotte Brownfield Redevelopment Authority	
	Wyandotte City Hall 3200 Biddle Avenue Wyandotte, MI 48192 Attention: Chairperson & Secretary	
With a copy to:	City Administrator Wyandotte City Hall 3200 Biddle Avenue Wyandotte, MI 48192	
If to the Developer:	Jason D'Herin A&J Realty Ventures, LLC 177 Biddle Avenue Wyandotte, MI 48192	
With a copy to:	Robert Verdun A&J Realty Ventures, LLC 20412 Lorne Street Taylor, MI 48180	

All notices forwarded by overnight mail are deemed received on the date the overnight service actually delivers the notice. All notices hand delivered shall be deemed received on the date two (2) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which the notice is received shall be prima facie evidence that such notice was received on the date of the return receipt. Addresses may be changed by giving notice of such change in the manner provided herein. Unless and until such written notice is received, the last address given shall be deemed to continue in effect for all purposes.

- 4.3. Entire Agreement and Amendments. This Agreement, including the Exhibits referred to herein, contains the entire understanding of respect to the subject matter contained herein and may only be amended or terminated by a written instrument executed by the City, Authority, and the Developer or their respective successors and permitted assigns. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth or provided for herein. In the event of any conflict between the terms of this Agreement and the terms of Act 381, the provisions of Act 381 shall control.
- 4.4. <u>Severability.</u> Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable as so modified after the expiration of the time within which the judgment may be appealed.
- 4.5. <u>Construction</u>. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.
- 4.6. <u>Captions.</u> The captions to the Sections and subsections contained in this Agreement are for reference only, do not form a substantive part of this Agreement and do not restrict or enlarge substantive portions of this Agreement.
- 4.7. <u>Counterparts.</u> This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4.8. **Parties in Interest.** This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns. This Agreement shall bind and shall inure to the benefit of the parties hereto, their respective successors and assigns; however, the Developer shall not assign either this Agreement or any of its rights, interests or obligations hereunder to a non-affiliated entity without the prior written approval of the City, which approval may be withheld at the City's sole and absolute discretion.

- 4.9. **Public Communications.** The Developer shall take all steps reasonably requested by the Authority to announce the transaction described herein after approval of the Brownfield Plan by the City, and/or the Work Plan by the MEDC/MSF. As a part of such process, the Developer will cooperate with the Authority in the preparation of press releases and other announcements of such transaction.
- 4.10. <u>Survival.</u> Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the Developer contained or made pursuant to this Agreement shall survive the execution of this Agreement and shall not terminate until after such time as the Authority completes all reimbursement obligations pursuant to the approved Brownfield Plan.
- 4.11. **<u>Recitals.</u>** The recitals set forth above are incorporated by reference into the Agreement as if fully set forth therein.
- 4.12. <u>Site Access.</u> During the Term of this Agreement, the BRDA, its employees, agents, contractors and experts may have access to the Development after normal business hours and upon seven (7) days prior written notice to the Developer for the purpose of testing or assessment as may be reasonably required to determine whether the Developer has complied with the Brownfield Plan and this Agreement provided, however, that such access shall occur in a manner so as not to unreasonably interfere with the operations of the Developer. Representatives of the BRDA may enter the site for purposes of visual inspection with no notice to the Developer as allowed under local ordinances. The BRDA shall repair all damages to the Developer and its consultants shall have the right to accompany the BRDA representatives at the Development. The BRDA shall submit all results of any soil, ground water or surface water samples and any other information regarding the Development to the Developer.
- 4.13. **Local Ordinances.** Nothing in this Agreement shall abrogate the effect of local ordinances.

Witness	A&J Realty Ventures, LLC
	Printed name:
	Title:
Subscribed and sworn before me on the of _	, 2019
Printed Name:	
Notary Public, State of	
County	
My Commission expires:	

This Agreement was approved by the City of Wy	andotte Brownfield Rede	velopment Authority		
and the Chairperson and Secretary were authorized	ed to sign this Agreement	t on the day of		
, 2019 and was signed by the Cha	, 2019 and was signed by the Chairperson and Secretary on the day of			
, 2019.				
Witnesses	City of Wyandotte Brownfield Redevelopment Authority			
	Printed Name:			
	Printed Name:	, Secretary		
Subscribed and sworn before me on the of _	, 20	19		
Printed Name:				
Notary Public, State of				
County				
My Commission expires:				

This Agreement was approved by the Wyandotte City Council and the Mayor and Clerk were authorized to sign this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and was signed by the Mayor and Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witnesses	City of Wyandotte, Michigan	
	Printed Name:	, Mayor
	Printed Name:	, Clerk
Subscribed and sworn before me on the of _		_, 2019
Printed Name:		
Notary Public, State of		
County		
My Commission expires:		

## **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

WHEREAS, the Wyandotte City Council is authorized by the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended (the "Act"), to create a Brownfield Redevelopment Authority; and

WHEREAS, following a public hearing in accordance with Public Act 381, on Monday, September 23<sup>rd</sup>, 2019, the Wyandotte City Council hereby approved the Brownfield Plan for Site No. 22 for implementation by the Wyandotte Brownfield Redevelopment Authority (WBRA).

WHEREAS, on October 15<sup>th</sup>, 2019, the WBRA approved the Brownfield Plan No. 22 - Developer Reimbursement Agreement, subject to passage of a resolution by the Wyandotte City Council.

WHEREAS, the Wyandotte City Council has found that this Brownfield Plan No. 22 – Developer Reimbursement Agreement is satisfactory and meets all requirements set forth by the City of Wyandotte and the State of Michigan.

BE IT RESOLVED THAT given the above finding, the Wyandotte City Council hereby approve the Brownfield Plan No. 22 – Developer Reimbursement Agreement for implementation by the WBRA.

BE IT FURTHER RESOLVED THAT the Wyandotte City Council hereby approves and authorizes the Mayor and City Clerk to sign the Developer Reimbursement Agreement on behalf of the City of Wyandotte.

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	

## <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

## **MEETING DATE: 10/21/2019**

## AGENDA ITEM #\_11

## **ITEM:** Purchase Agreement for Sale of Former 603 Lincoln

PRESENTER: Gregory J. Mayhew, City Engineer

## **INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** This property was offered for sale in accordance with the attached Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home (Specifications) which can be found at <a href="http://www.wyandotte.net/FrontDesk/RequestForProposals.asp">www.wyandotte.net/FrontDesk/RequestForProposals.asp</a>. The property was placed on the MLS, "For Sale" sign was placed on the property, and it was listed on the City's website.

The recommendation is to sell said lot for \$10,000 to Johnny and Theresa Cowden, 230 Labadie, Wyandotte, MI, for the construction of new single family home consisting of approximately 1,800 square feet, 3 bedrooms, 2.5 baths, attached garage, full basement, and the exterior to be brick from the foundation to the first floor joist around entire exterior of home with vinyl siding for rest of exterior

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

# <u>ACTION REQUESTED:</u> Approve Purchase Agreement to sell said property to Mr. and Mrs. Cowden in the amount of \$10,000.00.

**<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u>** Revenue of \$10,000.00 in the TIFA Consolidated Fund (492-000-650-040).

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

## LIST OF ATTACHMENTS:

- 1.
- 2.
- Purchase Agreement 603 Lincoln Map 603 Lincoln 11 Purchase Agreement 603 Lincoln 3.

## OFFER TO PURCHASE REAL ESTATE

#### THE SALE TO BE CONSUMMATED BY

#### PROMISSORY NOTE/MORTGAGE SALE

PROMISSORY/ MORTGAGE SALE	1. The Purchase Price of \$10.000.00 together with the closing costs (which consists of the title insurance premium, recording fees, prorated taxes, closing fee of \$200) shall be paid by Purchaser(s) executing a Promissory Note payable to the order of the Seller(s) and secured by a mortgage. The Promissory Note will require immediate payment to the Seller upon occurrence of any of the following events within ten (10) years of the date of closing: The property is sold, refinanced, foreclosed, leased, transferred, conveyed in any manner or otherwise disposed of by Purchaser(s) or is no longer occupied by Purchaser as its primary residence. In the event none of the events described in Paragraph (1) above occur within ten (10 years of the date of closing, the Promissory Note will be demend satisfied and the mortgage will be discharged at the request of and upon payment of the recording fee for the discharge by Purchaser(s). In the event of default of the terms of the Promissory Note by the Purchaser(s), the Seller(s) may foreclose by advertisement on the mortgaged premises as one of its remedies and purchaser(s) shall be responsible to pay Seller(s) costs including reasonable attorney fees resulting from the enforcement of the Promissory Note and/or Mortgage.
Evidence	23/22/33/34/42/22/22/24
of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	<ol> <li>If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.</li> </ol>
Purchaser's Default	4. If Purchaser(s) defaults, Seller may retain the Deposit and Purchaser(s) is responsible for all costs incurred by Seller.
Setter's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections Possession	6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
	<ol> <li>The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>NONE</u></li> </ol>
	If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. <u>THE BROKER SHALL RETAIN from the amount due Seller</u> at closing the sum of \$as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing, Due dates are August 1 and December 1. 9. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property
Broker's Authorization	within the time indicated in Paragraph 3. 10. The Broker is hereby authorized to make this offer and the deposit of N/A Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

Campliance Deposit	11. A compliance deposit of <u>one thousand (\$1,000,00) dollars</u> must be paid by Purchaser to Seller upon acceptance of this agreement. The purpose of the compliance deposit is to secure Purchaser's obligations under this agreement. In the event of default of any of the terms of this purchase agreement or closing documents, including but not limited to failure to timely obtaining the building permit (Paragraph 14) or failure to undertaking and/or completing construction in a timely manner (Paragraph 16), the compliance deposit will be forfeited to the Seller. If Purchaser completes all requirements of this agreement and closing documents within the required timeframe, the compliance deposit will be returned to Purchaser upon issuance of the Certificate of Occupancy. If the compliance deposit is forfeited, it will not be applied towards the purchase price.
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#### 12. APPLICABLE TO F. H. A. SALES ONLY:

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

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. The closing of this sale shall take place at the office of <u>the City Engineer, 3200 Biddle Avenue, Wyandotte, MI</u>

. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs 14 through 23 and Signatures

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#### ADDENDUM TO OFFER TO PURCHASE REAL ESTATE

Purchaser(s) have bargained for the purchase of the property from the Seller(s) pursuant to the terms of the promissory note (rather than paying a cash price for the property at the closing). Purchaser(s) agrees that in consideration of the Seller(s) allowing the purchase by a Promissory Note, Seller(s) is subject to certain risks and that the following conditions are reasonable and that Seller(s) have provided adequate legal consideration to support the conditions and requirements of this Agreement. Time is of the essence.

- 14. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner occupied single family home, consisting of the following features:
  - Approximately 1,800 square feet with 3 bedrooms, 2.5 bath as indicated on Attachment A.
    - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in
      accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have
      an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
    - Exterior to be brick from the foundation to the first floor joist around entire exterior with vinyl siding for rest of exterior.
    - · Attached garage at the rear
    - · Wrap around front porch along the Bondie.
    - Home must meet all current zoning requirements.
- 15. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a basement foundation, walls and backfilling verified by inspection by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 14.

In consideration of the Seller(s) conveying this property to Purchaser(s) pursuant to the terms of Promissory Note, Purchaser(s) agree that if Purchaser(s) fail to undertake development or complete construction within the required time limits of this Agreement, Seller(s) have the option to purchase the property from Purchaser with all improvements for one (\$1.00) dollar (Purchaser(s) will still remain responsible to pay all obligations owing to Purchaser's lender). This will be a condition of the deed. In the event Seller(s) commences legal proceeding to enforce this requirement, Purchaser(s) shall be responsible to pay all of Seller's costs including its reasonable attorney fees.

- 16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
- The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Mapping Fee. These charges will be included in the note.
- 18. Dirt shall be removed from the site at the Purchaser's expense.
- 19. Purchaser will be responsible to protect adjoining public and private property from damage during construction. Protection shall be made to control water runoff and erosion during construction activities. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.

Purchaser(s) will be required to provide turf establishment before Final Certificate of Occupancy will be issued. (NOTE: Sod, seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.)

- 20. 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.
- 21. This Agreement is subject to the approval of the Wyandotte City Council.
- The undersigned Purchaser(s) hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.
- 23. The requirements of this Agreement shall survive the closing.

aguo-Coud Theresa L. Agius-Cowden

230 Labadie, Wyandotte, MI 48192

Dated: 10/101

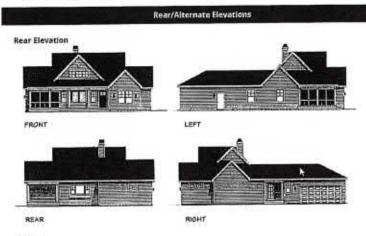
SELLER(S): CITY OF WYANDOTTE

Joseph R. Peterson, Mayor 3200 Biddle Avenue, Wyandotte, MI Lawrence S. Stec. City Clerk

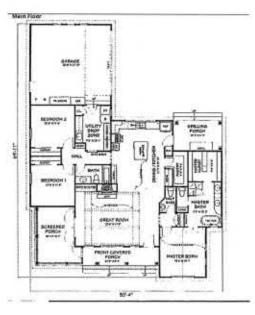
Dated:

Legal Department Review

REVERSE

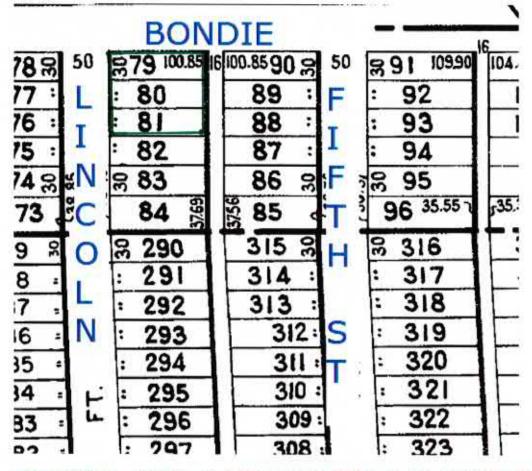


REVERSE



https://mail.google.com/mail/u/0/

8/26/2019



603 LINCOLN - LOT 79 - 81 FORD MANOR SUB P. C. 121 L38 P45 WCR

LOT SIZE: 90' X 100.85' OWNER: CITY OF WYANDOTTE

## **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that the communication from the City Engineer regarding the City owned property located at former 603 Lincoln is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 603 Lincoln to Johnny and Theresa Cowden in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Johnny and Theresa Cowden do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 603 Lincoln, between Johnny and Theresa Cowden and the City of Wyandotte for \$10,000 as presented to Council.

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	

## <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

## **MEETING DATE: 10/21/2019**

# $_{AGENDA \, ITEM \, \#} 12$

## **ITEM:** Sale of Former 1068-1096 Biddle Avenue

**PRESENTER:** Gregory J. Mayhew, City Engineer

## **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** At the February 11, 2019, Council Meeting, Council approved the sale of former 1068-1096 Biddle to Goodell Properties, LLC, Antonino Pizzo, in the amount of \$55,000. During the rezoning process, it was brought to the City's attention that there might be environmental issues on the property. The City hired TTL Associates, Inc., to perform soil testing on the property which detected volatile organic compounds in the soil. It was recommended by TTL that with any new construction an appropriate vapor barrier and ventilation system should be installed. Mr. Pizzo was informed of this requirement and has decided to terminate this Agreement. (See attached Release of Purchase Agreement).

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods.

<u>ACTION REQUESTED:</u> Concur with recommendation of the City Engineer to accept the Release of Purchase Agreement for the property at former 1068-1096 Biddle Avenue.

## **BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:** Execute the Release of Purchase Agreement

## **LIST OF ATTACHMENTS:**

- 1. Original Resolution, Purchase Agreement, & Release of Purchase Agreement
- 2. 12 Sale of 1068-1096 Biddle

### CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2019-53

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

UNDER THE DATE OF: February 11, 2019

MOVED BY: Councilperson Calvin

SUPPORTED BY: Councilperson Alderman

BE IT RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1068-1096 Biddle is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1068-1096 Biddle to Goodell Properties, LLC in the amount of \$55,000.00; AND BE IT FURTHER RESOLVED that if the Purchaser(s), Goodell Properties, LLC does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Forty-Four Thousand (\$44,000.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1068-1096 Biddle, between Goodell Properties, LLC and the City of Wyandotte for \$55,000 as presented to Council; AND

BE IT RESOLVED that the rezoning application for said property be forwarded to the Planning Commission for the required public hearing.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on February 11, 2019 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

tum

Lawrence S. Stec City Clerk

Wyando	tte, WayneCounty, Michigan, described as follows:
EE ATTACHM ogether with all in vindows and stor any, now on the	ENT A FOR LEGAL DESCRIPTION being known as Former 1068-1096 Biddle Street, mprovements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm m doors, screens, awnings, TV antenna, gas conversion unit and permit premises, and to pay therefore the sam of Fifty-Five Thousand (\$55,000.00) Dollars, subject to the md use restrictions, easements, and zoning ordinances, if any, upon the following conditions; THE SALE TO BE CONSUMMATED BY: A
	(Fill out one of the four following paragraphs, and strike the remainder)
Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale	R. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be
with New	made in cash or certified check. Purchaser agrees that he will immediately apply for a
Mortgage	mortgage in the amount of \$, and pay \$
	down plus nortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by
	the sum of approximately Dollars, with interest at per cent, which mortgage requires payment of Dollars
	on the day of each and every month, which payments DO, DO NOT include prepaid taxes
	and insurance. If the Seller has any accumulated finds held in escrow for the payment for any prepaid items, th Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on	D. Payment of the sum of Dollars,
Land	in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for
Contract	the payment of the remainder of the purchase money within
	insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing by an existing land contrast with unperformed terms and conditions substantially as above ser forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's inverse in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence of Title	<ol> <li>As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in a amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.</li> </ol>
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/ Seller's Default	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in
Title Objections	the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as require above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain ti insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to
	remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in ful termination of this agreement.
Possession	<ol> <li>The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants:</li></ol>
	If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of S <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of S <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller t unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes and Prorated Items	7. All taxes and assessments which have become a tien upon the tand at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
Broker's Authorization	<ol> <li>The seller is hereby authorized to accept this offer and the deposit of <u>\$1,000.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</li> </ol>

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

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

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

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

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. The closing of this sale shall take place at the office of <u>City Engineer. 3200 Biddle Avenue, Wyandotte</u>

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

Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

N PRESENCE OF:		Purchaser
		L
\		Purchaser
	Address	
ated	Phone:	

#### BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address Phone	/	<	Bu	Broker
rnone	This is a co-operative sale on a	/	basis with	
-		- \		

#### TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with be terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (\_\_\_\_\_\_ Dollars) (\_\_\_\_\_\_ per cent

of the sale price), which shall be due and payable at the time set h said offer for the consummation of the sale, or if unconsummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered. This commission will deducted from the amount to the Seller at time of closing.

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

N PRESENCE OF:		L S. Seller
		L S. Seller
	Address	Jeller
Dated:	Phone	2
	HASER'S RECEIPT OF ACCEPTED OFFER	1
The undersigned Purchaser hereby as Purchase.	cknowledges the receipt of the Seller's signed acceptance o	I the foregoing Offer to
Dated		L.S

#### OFFER TO PURCHASE REAL ESTATE

- 12 The closing for this Agreement will be on or before May 15, 2019. The crosing is contingent upon the Purchaserts) obtaining from Seller(s) the required building permit, usued by the longineering and Building Department for the construction of the following:
  - One (1) Story building, with four (4) units consisting of approximately 1,730 square feet in each unit. as indicated on Attachment B.
    - Exterior will be brick.
    - Attached garage for each unit. NOTE: Garage cannot extend more than 3 feet in front of the living quarters of the home
- 13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy) within 365 days from the date of closing. "Undertaking development" is defined as: the completion of a foundation and backfilling verified by inspection by the frigmeering and Building Department pursuant to a building permit issued by the Sellerts) for construction of the four (4) units with all of the requirements described in Paragraph 12.

Failure to undertake development within 180 days of closing as defined in this Paragraph will results in Seller's right to repurchase property including any supprovements at the sam of Thirty-Two Thousand (\$32,000.00) Dollars (80% of clish payment) herein to be evidence by a recordable document

Time is of the essence in commencing and completing this development . an Irrevocable Letter of Credu in the amount of Fifteen Thousand Dollar and 00, 100 (\$15,000 00) will be required to be executed by the Parchaser(s) at time of closing. See Attachment f.

- 14 The City will request rezoning of the property from H-2 (General Business (district) to RM-) A (Multiple Family Residential District). If rezoning is not approved, this Agreement will be vaided
- 15. All atilities are required to be underground. Purchaser will provide three (3) ducts: electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameroed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
- The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be pridiat closing
- Dirt shall be removed from the site at the Purchaser's expense.
- The property is being sold in "As is" condition, without expression implicationarranty. Purchaser inderstands that 185 buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property

On September 4, 1998, Distraman Associates, P.C., completed a Leaking Underground Storage Tank Closure Report which was submitted, on nehalf of the City of Wyandone, ice the Stare of Mitchigan. A copy of the Closure Report is Attachment C

19 Purchase will be responsible to protect adjoining public and private properly from damage during constraction Protection shall be made to control water ranoff and enotion during construction activities and before establishment of turf after construction. The perion making or causing an excavation to be made shall provide written nonce to the owners of adjoining buildings udvising them that the excavation is to be made and that the adjoining buildings shall he protected by the Excavator. Said nonlication shall be delivered not less than 10 days prior to the scheduled darting date of the excavation-

Further Purchaser will be required to provide turt establishment before Unar Certificate of Occupancy Approval will he issued. (NOTE: Soch seed and male) blankets or hydrosseed will be acceptable means of turf establishment.)

This Agreement is subject to the approval of the Wyandotte Uny Council, 264

Goodell Properties, LLC Amonino Pizzo, President 3.19 Antoine, Wydndotte Kit Ks193 1-17-19 Onted: Ciert andotte, Michigan 48392

Legal Department Approval

# Irrevocable Letter of Credit

Dated:

City of Wyandotte, a Michigan Municipal Corporation, 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Beneficiary")

<u>Goodell Properties, LLC</u>, a Michigan Limited Liability Company, hereby provides this standby Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal Corporation, for the amount not to exceed the aggregate of U.S. Fifteen Thousand (\$15,000.00) dollars, effective immediately and expiring on \_\_\_\_\_\_\_, 20\_\_\_\_\_, relative to the performance by <u>Goodell Properties, LLC</u> under the Purchase Agreement approved by the City of Wyandotte City Council at a meeting on \_\_\_\_\_\_\_, 20\_\_\_\_\_, (and which is dated \_\_\_\_\_\_20\_\_\_\_, attached), for the purpose of undertaking development defined as: the completion of a foundation and backfilling verified by inspection and permit issued by the Engineering and Building Department for the construction of four (4) unit building on or before \_\_\_\_\_\_\_ and completing the construction as defined as obtaining a final Certificate of Occupancy from the Engineering and Building Department on or before \_\_\_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_\_\_, Wyandotte,

Michigan.

Funds under this Letter of Credit shall be deposited with the City of Wyandotte's Treasurer on \_\_\_\_\_\_, 20\_\_\_\_\_.

The entire amount of funds will be available for release to Beneficiary when a request is submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by the Wyandotte City Engineer (or other person designated via a duly adopted resolution of the Wyandotte City Council), stating that \_\_\_\_\_\_ ("Purchaser"):

- Has not faithfully performed all of the terms of the Executed Purchase Agreement regarding undertaking development or completing construction
- Each instance of non-compliance will require the release of Seven Thousand Five Hundred (\$7,500.00) dollars to Beneficiary.

In the event that <u>Goodell Properties, LLC</u> complies with all provisions of the above referenced Purchase Agreement on or before\_\_\_\_\_\_, then the City Engineer shall so notify the City Treasurer and the funds shall be paid to the <u>Goodell Properties, LLC</u>.

The undersigned verify they are the sole members of <u>Goodell Properties</u>, <u>LLC</u> and represent no one else is required to sign this Agreement pursuant to the terms of the Operating Agreement for the LLC.

Very truly yours,

By: Antonino Pizzo, President

## RELEASE OF PURCHASE AGREEMENT

This Release of Purchase Agreement made this /2 day of SepT 2019, by the CITY OF WYANDOTTE "SELLER" and GOODELL PROPERTIES, LLC. ANTONINO PIZZO, PRESIDENT, "PURCHASER(S)"

WHEREAS, Goodell Properties, LLC executed a Purchase Agreement to purchase the property known as Former 1068-1096 Biddle Avenue. Wyandotte executed on February 11, 2019; and

WHEREAS, the Goodell Properties. LLC desire to not purchase the property and wish to terminate said Purchase Agreement (see attached email):

NOW THEREFORE, the Sellers and Purchasers mutually release each other from the above referenced Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Release of Purchase Agreement on September 12,2019

WITNESSES:

CITY OF WYANDOTTE, SELLER(S)

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

GOODELL PROPERTIES, LLC PURCHASER(S):

Autonino Pizzo, President

## **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1068-1096 Biddle is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to approve the Release of Purchase Agreement to sell the property known as former 1068-1096 Biddle to Goodell Properties, LLC; and authorizes the Mayor and City Clerk to execute same.

I Move the adoption of the foregoing resolution.

## <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

## **MEETING DATE: 10/21/2019**

# AGENDA ITEM #\_13

## **ITEM:** Sale of Former 124-146 Davis

**PRESENTER:** Gregory J. Mayhew, City Engineer

## **INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Goodell Properties, LLC, Mr. Antonio Pizzo, has requested to purchase the property known as former 124-146 Davis. This property was being held for further development by owners of 1700 Biddle, which never happened. Mr. Pizzo is requesting to construct a one (1) story residential building, with four (4) units consisting of approximately 1,730 square feet in each unit, brick exterior and attached garage for each unit. The purchase price would be \$55,000. This development is the same development Mr. Pizzo proposed for Biddle and Goodell and is also similar to the development on Eureka and 11th Street.

The recommendation is to accept the proposal from Goodell Properties, LLC in the amount of \$55,000 and authorize the Mayor and City Clerk to execute the Sales Agreement as approved by the Department of Legal Affairs. If you concur with this recommendation, also attached is a rezoning application to rezone the property from P-1 (Vehicular Parking District) to RM-2 (Multiple Family Residential District) which will need to be forwarded to the Planning Commission for the required public hearing.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods.

<u>ACTION REQUESTED:</u> Concur with recommendation of the City Engineer to accept the proposal from Goodell Properties, LLC in the amount of \$55,000 to purchase and develop the former 124-146 Davis and forward the rezoning applications to the Planning Commission.

## BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

**IMPLEMENTATION PLAN:** If rezoning is approved, close on property and monitor construction in accordance with the Purchase Agreement.

## **LIST OF ATTACHMENTS:**

- 1. Purchase Agreement for the sale of Former 124-146 Davis
- 2. Rezoning Applications

- 3.
- Map 12 Sale of 124-146 Davis 4.

## OFFER TO PURCHASE REAL ESTATE

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

City Fewnship of Village

#### THE SALE TO BE CONSUMMATED BY: A

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

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1. 8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
Broker's	9. The seller is hereby authorized to accept this offer and the deposit of \$1,000.00 Dollars may
Authorization	be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer. The closing of this sale shall take place at the office of <u>City Engineer</u>, <u>3200</u> Biddle Avenue, Wyandotte

Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained.

Additional conditions, if any: See Addendum for additional Paragraphs 12 through 20 and Signatures

IN PRESENCE OF		1.8
		Purchaser
		1.8
		Purchaser
	Address	
Dated	Phone	

#### BROKER'S ACKNOWLEDGMENT OF DEPOSIT

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

Address		
		Broker
Phone	By:	= 10/2009/0
This is a co-operative sale on a	basis with	

#### ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER.

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of ( \_\_\_\_\_\_\_ Dollars) ( \_\_\_\_\_\_\_ per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if unconsummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to

perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered. This commission will deducted from the amount to the Seller at time of closing.

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

		L.S.
IN PRESENCE OF:		Settor
		L S.
		Setter
	Address	
Dated	Phone	
	RCHASER'S RECEIPT OF ACCEPTED OFFER	
The undersigned Purchaser herei	by acknowledges the receipt of the Seller's signed acceptance of	f the foregoing Offer to
Purchase.		

Duted

#### ADDENDENTO OFFRITOPERCENSUREMENTATI

2 the closing for this Agreement will be on or before December 11 (2019). The closing is contingent open the barchaser(s) obtaining from Selies(s) the required building perior, using by the longingering and Building Department for the construction of the following.

- One site story, building, with non-relations consisting of approximately (\* 800 square feet in each only as indicated on Attachment B.
- · Exterior will be bruck
- Attached garage for each unit. St UT Garage cannot extend more than 3 feet or from of the long aparters of the borne.

Stot1 - Purchaser with be required to apply for a variance fixer the Wyandotte Zoong Hourd of Appeals for ion overinge to construct these nots, it variance is not granned this. Spreement will be conted

(1) This Agreement is further conorigent upon the Purchaser undertaking development within 180 days from date of closing and completing construction roberts satelyned as obtaining a final clerificate of cleanplancy - within 305 days from the date of closing - 1 intertaking development 1 is defined as the completion of a roundation and backfilling verticed by inspection by the Pogneering and Budding Department information a building permit socied by the solitery of the construction of the four or construction with all of the requirements described in Paragraph 12.

Easting to instructed descriptions of that (80 days of closing as defined in this Pangenth will results in Selier shight to report these properties including any mapping encours at the aint of Forty Four Thousand (\$44,000.00) Onlars (80% is used payments herein to be evidence by a recontable document.

Firme is of the essence in commencing and completing this development, an increase the Letter of Could in the inform of 1 dices through Dollar and 00 100 (\$15,000 000) off hereautred to be exactneed by the Parchasert(1 a) may it closing. See Attachment 6.

- (i) Che Uity will request taxoning or the property from P-11 Vehicular Parking District) to RM-2 (Multiple E-multi Residential District) of recording which approved, this Agreement will be worded.
- 3. All arithmes are required to be underground. (Princhaser will provide three) forducts, electricall, cable and telephone to a central location. If reasong-construg sever tap, this must be inspected or canteraet and doptiments submitted to the Loganeering Department for approved use. If one is not approved, you must re-tap the trans.
- (ii) The Purchaser is responsible for the cost of the Title Instantice Proces Pretraint, Using Editor 5200 00 and Wayne Courty Mapping Lee. These charges will be paid at closurg.
- I fur shall be removed from the site at the Pinchaser's expense.
- (8) The property to being sold or (3) is condition, without express or implied containts. Purchaser understands that buildings were removed from the one and the U(s) of Wy and/otte accepts no responsibility for underground conditions or environmental conditions of the property.
  - · The Purchaser shall be responsible for the complete renoval and disposal 30 any trees or shrubs
  - The Purchaser shall remove and replace any and all public, sidewalk which the City determines does not contribution with City gradelines.
  - · Proclaser shall replace of unused drop carbs is damaged corbs with new ball height corbs

10. Punchase will be responsible to protect adjoining tubble and private property from damage during construction broaction shaft be made to control scater runoff and erosion during construction activities and before establishment of turbatter construction. The period making or causing an every atom to be made shaft provide, written notice to the owners of adjoining bindings advisoring from that the every atom scilo be made and that the adjoining bindings shaft be protected by the Execution. Such not fication shaft be delivered now less than (0) days prior to the schedulen starting date of the every atom.

If arthur Parathanar with bu required or provide fort isolably inner burger bands or thear of the angles of particulation by some of the send of the s

1) This Agreement is subject to the approximation the Woandone City Union,01.

CENTRE PROPERTIES LINC

Satisfum Pless Prostlem (2) Survive Wyandone MI 18992 (Survey 9-12-19

STRUCTWYANDOUT Sales

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531111

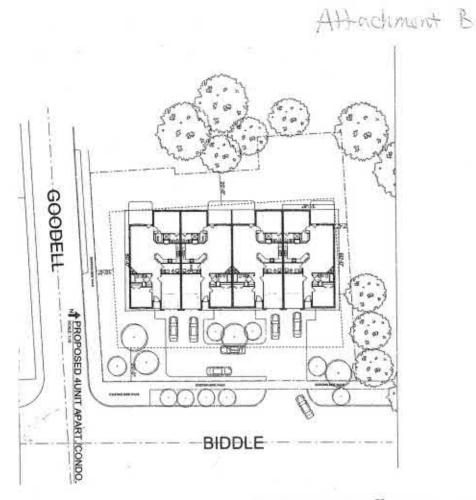
Type Department Appr 450

#### ATTACHMENT A

Lots 21-24 also the South 110 feet of the North 406.05 feet of Lot A also vacated alley adjacent thereof, Biddle Subdivision as recorded in Liber 17 Page 39 of Plats, Wayne county Records also East 5.00 feet of fractional Section 20, Town 3 South Range 11 East lying between North and South lines of said Lot 24 extended Westerly of said Biddle Subdivision also Easterly part of Lot 1 measuring 1.87 feet on South lot line and 1.97 feet on North lot line thereof, Woodruff's Subdivision, Town 3 South Range 11 East, as recorded in Liber 25, Page 67 of Plats, Wayne County Records.

Former 124-146 Davis, Wyandotte, Michigan

Tax ID No.: 57-007-06-0021-300; 57-007-06-0023-000; 57-007-06-0024-301; 57-007-06-0024-302





TYPICAL UNIT



PROPOSED FRONT ELEVATION

ATTACHMENT C

## Irrevocable Letter of Credit

Dated:

City of Wyandotte, a Michigan Municipal Corporation, 3200 Biddle Avenue, Wyandotte, Michigan 48192 ("Beneficiary")

<u>Goodell Properties, LLC</u>, a Michigan Limited Liability Company, hereby provides this standby Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal Corporation, for the amount not to exceed the aggregate of U.S. Fifteen Thousand (\$15,000.00) dollars, effective immediately and expiring on \_\_\_\_\_\_, 20\_\_\_\_\_, relative to the performance by <u>Goodell Properties, LLC</u> under the Purchase Agreement approved by the City of Wyandotte City Council at a meeting on \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, (and which is dated \_\_\_\_\_20\_\_\_\_\_, attached), for the purpose of undertaking development defined as: the completion of a foundation and backfilling verified by inspection and permit issued by the Engineering and Building Department for the construction of four (4) unit building on or before \_\_\_\_\_\_\_ and completing the construction as defined as obtaining a final Certificate of Occupancy from the Engineering and Building Department on or before \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, at \_\_\_\_\_\_\_, Wyandotte,

Michigan.

Funds under this Letter of Credit shall be deposited with the City of Wyandotte's Treasurer on \_\_\_\_\_\_, 20\_\_\_\_.

The entire amount of funds will be available for release to Beneficiary when a request is submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by the Wyandotte City Engineer (or other person designated via a duly adopted resolution of the Wyandotte City Council), stating that \_\_\_\_\_\_ ("Purchaser"):

- Has not faithfully performed all of the terms of the Executed Purchase Agreement regarding undertaking development or completing construction
- Each instance of non-compliance will require the release of Seven Thousand Five Hundred (\$7,500.00) dollars to Beneficiary.

In the event that <u>Goodell Properties, LLC</u> complies with all provisions of the above referenced Purchase Agreement on or before\_\_\_\_\_\_, then the City Engineer shall so notify the City Treasurer and the funds shall be paid to the <u>Goodell Properties, LLC</u>.

The undersigned verify they are the sole members of <u>Goodell Properties</u>, <u>LLC</u> and represent no one else is required to sign this Agreement pursuant to the terms of the Operating Agreement for the LLC.

Very truly yours,

By: Antonino Pizzo, President

## CITY OF WYANDOTTE 3200 Biddle Avenue Wyandotte, Michigan 48192 734.324.4551

#### APPLICATION FOR REZONING

**INSTRUCTIONS TO APPLICANT:** Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

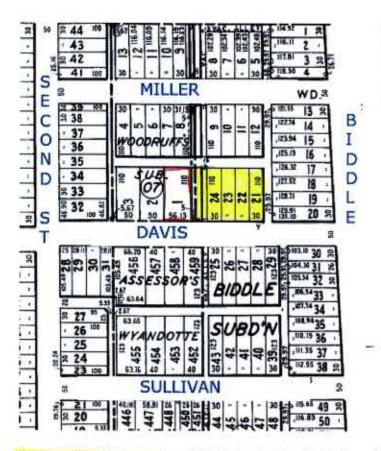
I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at	former 124-140 Davis STREET ADDRESS	between Biddle Avenue
and <u>2nd Street</u> on the <u>north</u> <u>STREET</u> of <u>see attached</u>	side of the street,	and is known as lot(s) number Subdivision,
Lot Size153' x 110'		
The property is owned by:		
Name City of Wyandotte	Street Address	s 3200 Biddle Avenue
CityWyandotte	State	Zip 48192
Phone #		
PRESENT ZONING: P-1 Vehicular Parking District	REQUESTED Z	ONING: RM-2 Multiple Family Res.
It is proposed that the property will be put to th	e following use 4 ap	artment units
**REQUIRED FOR P-1 or RM-1A** Attached hereto are three (3) prints of a and the intended layout. These prints are made	site plan showing the I a part of this petition	ot(s) or parcel(s) under petition, and are drawn to scale.
**OPTIONAL**		
I (We) attach a statement hereto indicati for the preservation and enjoyment of substanti detrimental to the public welfare, or to the prop	al property rights, and	why such change will not be
Signature of Applicant:	Addres	s:
**************************************	*****	*********
Receipt #	, Date:	10/10/19
Engineer's Signature Jugory Mark	Date:	
·/// /		h/rezon.do

Lots 21-24 also the South 110 feet of the North 406.05 feet of Lot A also vacated alley adjacent thereof, Biddle Subdivision as recorded in Liber 17 Page 39 of Plats, Wayne county Records also East 5.00 feet of fractional Section 20, Town 3 South Range 11 East lying between North and South lines of said Lot 24 extended Westerly of said Biddle Subdivision also Easterly part of Lot 1 measuring 1.87 feet on South lot line and 1.97 feet on North lot line thereof, Woodruff's Subdivision, Town 3 South Range 11 East, as recorded in Liber 25, Page 67 of Plats, Wayne County Records.

Former 124-146 Davis, Wyandotte, Michigan

Tax ID No.: 57-007-06-0021-300; 57-007-06-0023-000; 57-007-06-0024-301; 57-007-06-0024-302



Former 124-146 Davis - Lots 21-24 also the South 110 feet of the North 406.05 feet of Lot A also vacated alley adjacent thereof, Biddle Subdivision as recorded in Liber 17 Page 39 of Plats, Wayne county Records also East 5.00 feet of fractional Section 20, Town 3 South Range 11 East lying between North and South lines of said Lot 24 extended Westerly of said Biddle Subdivision also Easterly part of Lot 1 measuring 1.87 feet on South lot line and 1.97 feet on North lot line thereof, Woodruff's Subdivision, Town 3 South Range 11 East, as recorded in Liber 25, Page 67 of Plats, Wayne County Records. Lot Size: 153' x 110'

154 Davis - LOT 1 EXC E PT MEAS 1.87FT ON S LOT LINE AND 1.97FT ON N LOT LINE THEREOF WOODRUFF'S SUB Lot Size: 56' x 110'

## **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 124-146 Davis is hereby received and placed on file; AND

BE IT RESOLVED that the Council concurs with the recommendation to sell the property known as former 124-146 Davis to Goodell Properties, LLC for the construction of a one (1) story residential building, with four (4) units consisting of approximately 1,730 square feet in each unit, brick exterior and attached garage for each unit in the amount of \$55,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Goodell Properties, LLC, does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Forty-Four Thousand (\$44,000.00) Dollars. A condition will be placed on the Deed that will include this contingency;

AND IT BE FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 124-146 Davis, between Goodell Properties, LLC and the City of Wyandotte for \$55,000 as presented to Council; AND

BE IT RESOLVED that the rezoning application be forwarded to the Planning Commission for the required public hearing.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

## <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

## **MEETING DATE: 10/21/2019**

AGENDA ITEM #14

## **ITEM:** City Purchase of 2557 Biddle Avenue

**PRESENTER:** Gregory J. Mayhew, City Engineer

### **INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** This property is a vacant commercial building previous use was a flower shop. The property became available for the City to purchase for \$110,000

Lot Size: 50' x 120' 2019 SEV: \$75,300 Market Value: \$150,600 Demolition Cost: \$15,000.00

**STRATEGIC PLAN/GOALS:** This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that the City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

<u>ACTION REQUESTED:</u> Approve the Purchase Agreement for the City to acquire the property, authorize the Mayor and City Clerk to execute the Purchase Agreement and authorize the City Engineer to demolish the property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Acquisition

**IMPLEMENTATION PLAN:** Mayor and City Clerk execute the Purchase Agreement; the Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement; schedule demolition of property.

## **LIST OF ATTACHMENTS:**

- 1. Acquisition of 2557 Biddle Contract to Purchase
- 2. Picture 2557 Biddle
- 3. Map 2557 Biddle
- 4. 13 City Purchase of 2557 Biddle

WN



#### CONTRACT TO PURCHASE

Downriver Real Estate Group	334610	17241 024 2222
		(734) 934-3775
Listing Office	Office ID	Phone
2232 Eureka, WYANDOTTE, MI 48192		
Address		
Downriver Real Estate Group	334610	734-934-3775
Selling Office	Office ID	Phone
2232 Eureka, Wyandotte, MI 48192		
Address		
SELLING AGENT is acting as () SUB AGENT	( ) BUYER AGENT	f
(X) DUAL AGENT	( ) TRANSACTION	COORDINATOR

#### 1. PROPERTY DESCRIPTION. Buyer agrees to buy from seller the property located at 2557 Biddle Ave

Wayne County, Michigan and legally described as \*00070, 00070.1\* LOT 6 ALSO W 1/2 ADJ VAC ALLEY PLAT OF PART OF WYANDOTTE PART 3 BLOCK 27 T3S R11E L570F DEEDS P5 WCR. K - 0.15

The property includes all building, gas, oil and mineral rights owned by the Seller, all fixtures including lighting, plumbing, heating and electrical fixtures; built-in appliances; water softener and alarm system (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antenna, satellite dishes and any mechanical controls, shades, shutters, window blinds and window treatment rods; attached floor coverings, attached fireplace doors and screens; garage door openers and controls; screens, storm windows and doors; landscaping, fences and mailboxes, and

if any, now on the premises, but does not include

The property is being purchased subject to zoning ordinances and to building and use controls and easement of record.

2. SALES PRICE The sales price is 110,000,00 One Hundred Ten Thousand

 METHOD OF PAYMENT All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

A (x) CASH. Buyer will pay the sales price in cash upon Seller's delivery of a Warranty Deed conveying marketable title.

B ( ) NEW MORTGAGE. This contract is contract is contract.	ingent upon Buyer's ability to obtain a	mortgage
loan in the amount of \$	이 그 이 이 이 것 같 지, 요구 전에게 되네? 집에서 있었던 것이 있는 것 같이 있었다. 것 같은 것	days after Seller's
acceptance. If the Buyer fails to deliver written	evidence of the loan approval within	days, at Seller's
written option. Seller may cancel this contract a	nd the deposit shall be returned to Buyer forthwith.	Further the Buyer
deposit unless property appraises at purchase p	f this property or to incur any penalty or forfeiture price.	of earnest money

C ( ) SALE TO EXISTING MORTGAGE (SIMPLE ASSUMPTION OR REQUALIFICATION REQUIRED).

D ( ) SALE TO EXISTING LAND CONTRACT. See attached addendum.

E ( ) SALE ON LAND CONTRACT. See attached addendum.

4. CLOSING DATE. The Buyer agrees to complete the sale within ten days after delivery of the commitment of title insurance, however, if the sale is dependent upon the Buyer acquiring financing, then the closing will be as soon as the mortgage application is approved, a closing date obtained from the lender, and, if applicable, a final inspection of the property approved by the Veterans Administration or FHA. The closing of this sale shall take place no later than <u>November 15, 2019</u>.

## THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: \_\_\_\_\_/ \_\_\_\_

Sellers: \_\_\_\_/

Page 1 of 6

Devenierian Real Extela Gorups, 2212 Friedrik W condutte: MB 98192 -Instale: MBlan Plane: 734,263,5558 Fac: 154,261,391
Plane: 744,263,5558 Fac: 154,261,391
Plane: 6046 France: Michigan 40026 www.zpt.opix.com

https://signix.zipformplus.com/ui/uxr3/signing/index.jsp

25/7 thiddle Ave Plan

- 5. OCCUPANCY. Seller will give occupancy as follows:
  - (X) Immediately at closing.

( ) \_\_\_\_ days after closing by 12:00 noon. From the date after closing to the date of vacating the Seller will pay Buyer \$ per day as an occupancy charge. Listing Broker will retain \$ from Seller's proceeds at closing for occupancy, paying Buyer the amount due Buyer and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered. Broker has no obligation, implied or otherwise, for seeing that the premises are vacated on the date specified or for the condition of the premises, etc. Broker is only acting as escrow agent for occupancy funds. Seller is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowner's policy, as well as for any deductible portions of a covered claim. Seller shall maintain insurance on the property and its contents until the time of vacancy.

If tenants occupy the property, then:

- Seller will cause the tenants to vacate the property before closing.
- Buyer will take the property subject to the rights of the tenants.

#### EARNEST MONEY DEPOSIT: Buyer deposits \$

to be held by ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the arbitration provisions in paragraph 24 below.)

7. CLOSING COSTS. Unless otherwise provided in this Contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Contract, Buyer shall pay the cost of recording the deed and/or security instruments and all application fees and closing costs required by mortgage except where prohibited by law.

8. TITLE INSURANCE. As evidence of title, Seller agrees to furnish Buyer prior to closing a Commitment for a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title condition required for the performance of this Contract. Said Commitment of Title Insurance shall be converted to a Policy of Title Insurance subsequent to closing and forwarded to Buyer as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance. If written objection to the title is made, that the title is not in the condition required for performance, the Seller shall have 30 days from the date he is notified to 1) remedy the title, or 2) refund deposit in full termination of this Contract.

9. BUYER AND SELLER hereby acknowledge disclosure of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or life, fire, theft, flood, title, or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Michigan Real Estate Law and Regulations.

10. DEFAULT. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Failure to perform by either party shall constitute a breach of this Contract to Purchase. In event of a default by the Seller hereunder, the Buyer may, at Buyer's option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Contract. In the event of a default by the Buyer hereunder, the Seller may, at Seller's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. Brokers shall not be parties to any action taken to enforce the Contract; Broker shall hold deposit (in trust, but without interest) until the dispute is finally resolved, either through an interpleader action in court or through arbitration/mediation, or a written release of the Contract to Purchase signed by all parties.

#### THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: \_/\_\_ Sellers.

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11. AS IS. Buyer understands that Buyer is purchasing a used structure in "AS-IS" condition.

(A) Buyer has examined the premises and is satisfied with its condition.

(B) Broker and Broker's agents are not contractors and cannot make any representation regarding the physical condition of the premises.

(C) Buyer has not relied on any representation of the Broker or Broker's agents.

(D) Buyer hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Broker and Broker's agents arising out of the condition of the property or arising out of the performance of this Contract to Purchase.

12. MERGER CLAUSE. This Contract to Purchase supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and Brokers (other than the Listing/Commission Agreement) and no oral presentations or statements shall be considered a part thereof.

13. TIME-ALL PARTIES AGREE THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT TO PURCHASE. No extension of time or amendment to this Contract to Purchase will be binding unless specifically agreed to in writing and signed by the parties to the Contract to Purchase.

14. WALK THROUGH. Buyer shall have the right to walk through the premises within 48 hours of closing and/or vacating, by appointment.

15. MAINTAIN PREMISES. Seller agrees to maintain premises in the same condition as existed at acceptance of the Contract until possession is delivered to Buyer. Upon vacating, Seller will clear home of all rubbish, debris and personal belongings.

PROPERTY INSURANCE: Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed or until the property is vacated whichever occurs later.

16. MUNICIPALITY INSPECTION. If the municipality where the property is located requires inspection upon sale, Seller will order and pay for necessary inspections and pay for required repairs, if any, to obtain written approval of municipality. If Buyer assumes any of these responsibilities, see Additional Conditions.

17. BUYERS AND SELLERS, collectively and individually, agree that information concerning seller's concessions, if any, related to the sale and purchase of the property can be disseminated through the Multiple Listing Service.

#### 18. SELLER DISCLOSURE STATEMENT.

Buyer acknowledges receipt of the Seller's Disclosure Statement as of DATE: \_\_\_\_\_\_\_TIME: \_\_\_\_\_\_\_.
 Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.

Seller hereby gives permission to disseminate the Seller's Disclosure Statement to lender, appraiser, municipality, etc.

19. RELEASE: Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers, all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims relating to those matters.

20. TAXES. All taxes currently due and payable shall be paid by Seller. Taxes which first become due and payable within one year prior to closing shall be prorated and adjusted as of date of closing in accordance with due date (which is in an advance basis).

(A) Special Assessments: All special assessments for municipal improvements which have become a lien on the

## THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: \_\_\_\_\_/

Sellers: \_\_\_\_/

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property shall be paid by the seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be allocated between Seller and Buyer using the same method for the proration of real estate taxes as above; or 🕱 paid in full by Seller at closing.

(B) Seller HAS \_\_\_\_ / \_\_\_\_ HAS NOT \_\_\_\_ / \_\_\_\_ filed the Principal Residence Exemption Form.

(C) Broker shall retain from the Seller at closing a minimum of \$200,00 for water charges. Seller shall obtain a final water bill upon vacating premises, all water adjustments shall be made as of that date.

(D) Interest on Land Contract or mortgages, rents, condominium or association dues shall be prorated as of the date of closing.

21. PRIVATE HOME INSPECTION. Buyer and Seller acknowledges that Buyer has the right and duty to inspect the premises or have them inspected by a licensed contractor or professional home inspector of Buyer's choice and at Buyer's expense to determine if any defects exist in the premises. Buyer is aware that any reference to the square footage of the real property or improvements thereon is approximate. If square footage is a material matter to the Buyer, it must be verified by Buyer during the inspection period. (NOTE: Inspections required by FHA, VA, lenders or municipalities are not made for, nor shall they be relied upon by Buyer.) Buyer DOES \_\_\_\_/ \_\_\_\_ DOES NOT \_ (initial one) choose to have the premises inspected. If Buyer chooses to have premises inspected, Buyer shall order and have said inspection completed within five (5) calendar days of Seller's acceptance of this Contract to Purchase. Buyer agrees to return the property to its prior condition after all inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. If the inspector's findings are not satisfactory to Buyer, Buyer shall notify the Seller or Seller's Listing Agent in writing within two (2) days of completion of inspection. Delivery of this written notification by the Buyer to Seller or Seller's Listing Agent shall render the Contract to Purchase void and the earnest money deposit shall be returned in full upon written release of Contract to Purchase signed by all parties. IN THE EVENT BUYER FAILS TO NOTIFY THE SELLER, THIS CONTINGENCY SHALL BE DEEMED REMOVED AND THE CONTRACT TO PURCHASE SHALL CONTINUE IN FULL FORCE AND EFFECT.

22. LEAD-BASED PAINT DISCLOSURE / INSPECTION (For residential housing built prior to 1978). Buyer acknowledges that prior to signing this Contract to Purchase; Buyer has received a copy of the Lead Based Paint Seller's Disclosure Form and pamphlet provided by the Seller, the terms of which shall be part of this Contract to Purchase.

( ) Buyer shall have \_\_\_\_\_\_ calendar days after the date of Seller's acceptance of this Contract to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazard. (Federal regulations require a 10 day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.

(X) Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of leadbased paint and/or lead-based paint hazards.

23. LAND DIVISION ACT (For unplatted land only): Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery.

(A) The granter grants to the grantee the right to make \_\_\_\_\_\_ (insert "zero" or a specific number, as appropriate) divisions(s) under section 108 of the Land Division Act, MCL 560.108.

(B) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in subparagraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

24. ARBITRATION: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court shall

## THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Sellers: \_\_\_\_/

Buyers: \_\_\_\_\_ / \_\_\_\_\_

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be rendered on the award or determination made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. This Agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE: Seller \_\_\_\_\_\_ Buyer \_\_\_\_\_ Listing Broker \_\_\_\_\_ Selling Broker \_\_\_\_\_

25. LIMITATION: Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

26. ELECTRONIC COMMUNICATION: As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

27. CONTERPARTS: This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

28. HEIRS, SUCCESSORS AND ASSIGNS: This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

NOTE: All conditions of sale and any addenda are incorporated and made a part hereof. Buyer and Seller shall initial where applicable upon this Contract to Purchase and Addenda thereto.

ADDITIONAL CONDITIONS: Sale is contingent on the approval by the City of Wyandotte

Mayor and City Council. See attached Environmental Liability Addendum.

FACSIMILE TRANSMISSION OF AN EXECUTED COPY OF ALL DOCUMENTS TO AND INCLUDING THIS CONTRACT TO PURCHASE SHALL CONSTITUTE ACCEPTANCE.

THIS IS A LEGAL AND BINDING DOCUMENT AND BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL.

THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers:\_\_\_\_\_/\_\_\_\_

Sellers: \_\_\_\_/

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29. EXPIRATION: It is understood that this Contract to Purchase shall remain valid until DATE 10/04/19 TIME 5:00pm (unless earlier withdrawn) and if not accepted by the Seller, deposit returned forthwith to Buyer and the Contract to Purchase shall be null and void.

By the execution of this instrument, Buyer acknowledges receipt of a copy of the Contract.

IN THE PRESENCE OF:			Agent ID: 334704	
	Jason Ptak		157 N 11 1	
			City of Wyandotte	
Buyer's Signature			Print Buyer's Name	
Buyer's Signature			Print Buyer's Name	
DATED	TIME	ADDRESS	3200 Biddle Ave Ste 200, WYANDOTTE, MI 48192	
	will be applied as in		s from the above named Buyer the Earnest Money Deposit aph 6, or will be returned forthwith after tender, if foregoing	

	Broker:	By:
--	---------	-----

30. COUNTER. In the event the Seller makes any written change in any of the terms and/or conditions to the offer presented by Buyer, such changed terms and/or conditions, shall constitute a Counter-Offer by Seller to Buyer which shall remain valid until DATE TIME (unless earlier withdrawn), and shall require acceptance by the Buyer by initialing each change before such date and time.

ACCEPTANCE By affixing Seller's signature hereto, the Seller accepts this offer and acknowledges receipt of a copy hereto. Seller further agrees that Broker has procured said offer and has brought about this sale and agrees to pay Broker for services rendered a commission as set forth in the Listing Contract for the sale of the property. If the sale is unconsummated for any reason and deposit is forfeited. Broker may retain one-half thereof (not to exceed full commission) in full payment for services rendered.

This is a cooperative sale on a	basis with
IN THE PRESENCE OF Jason Ptak	Agent ID# 334704
Seller's Signature	Maria Sollars Print Seller's Name
Seller's Signature	Print Seller's Name
DATED TIME ADDRESS	
The undersigned Buyer hereby acknowledges receipt of th Purchase.	e Seller's signed acceptance of the forgoing Contract to
DATEDTIME	t
Rev: 03/2016	
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### INSPECTION CONTINGENCY ACKNOWLEDGEMENT AND RELEASE

Property Address 2557 Biddle Ave, Wyandotte, MI 48192

·	Acknowledgement: The Buyer(s) City of Wyandotte	
	Acknowledge that my/our Realtor Jason Ptak has	
	recommended and encouraged a Private Home Inspection on the above referenced property.Said property is being sold in "as is" condition. I/We hold our REALTOR® harmless for any condition which could have been discovered by a reasonably competent inspector.	
	Waiver: The Buyer(s)City of Wyandotte	
	hereby waive our right to a Private Home Inspection	
Cate	and choose to proceed, according to the terms of the Offer to Purchase of above stated home, realizing that they will be accepting the property in "as is" condition.	
	Release: The Buyer(s)	
	has/have had their Private Home Inspection	
Date	of subject property by an Inspector of their choice. Having reviewed the results; hereby declare they are satisfied with the results of Said inspection and will proceed according to the terms of the Offer to Purchase. Said property is being sold in "as is" condition.	
	Release: The Buyer(s)	
	has/have had their Private Home Inspection of	
Date	subject property by an Inspector of their choice. Having reviewed the results, hereby declare they are not satisfied with the Results of the inspection. Buyers and Sellers hereby agree to a full and Unconditional Release of the Offer to Purchase as evidenced by the attached Release of Contract to Purchase.	

Buyer(s) hereby hold harmless the Sellers. REALTORS® and Brokers from any and all liability resulting from Private Homes Inspection of said property either now or in the future.

Buyer City of Wyandotte	Seller Maria Sollara
Buyer	Seller
Witness Jason Ptak	Witness
Dated	Dated
NOTE: This is a legal document. You should se	ek legal advice.
Rev 03/2016	
Downriver Real Estate Group, 2232 Eureka Wyandotte MI 4819 Phone: 734,284,8888 Fast, 734,284,8307	Jorald Miller 2557 Buhlle
Produced with ZpForm <sup>16</sup> by RE FormsNa	LLC 18025 Filteen Mile Road, Clinton Yownship, Michigan 48035 www.apldrm.com

#### ADDENDUM

PROPERTY: 2557 Biddle Ave, Wyandotte, MI 48192

ENVIRONMENTAL LIABILITY:

a. 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 to the Purchaser prior to closing and the Purchaser shall contract with a qualified Environmental and Ecological System Testing Firm to conduct a Level I Environmental Audit of subject property. In the event such audit discloses site contamination as defined in CERCLA, then Seller shall remove said contaminates, at Seller's cost (subject to b below), which costs shall include the costs for a Level II audit and re-certification of contaminate removal after the removal.

 b. If an environmental audit indicates the possible presence of contaminates, and Seller elects not to remove the same as required, then anything herein to the contrary notwithstanding.
 Purchaser or Seller may declare the Agreement null and void and Purchaser shall be entitled to a refund of moneys paid hereupon, including a reimbursement to be paid by the Seller to Purchaser of 50% of the cost (not to exceed \$2,500) for the Level I Audit.

c. If Seller agrees to the removal of the contaminants from the property, the time incurred from Seller's notification of contaminates to the date of re-certification shall extend the time Purchaser has been granted to complete the closing of this transaction.

Date:	Date:	
Signature	Signature	
Date:	Date:	
Signature	Signature	

#### Addendum

Unwertiver Hand Estate Group, 2232 Earcka Wyanikate ML 8042 Phone, 734,284,8888 Figs, 734,284,8587 2557 Biddle Jarakk Miller Phone, and Phone Phone Steepen Met Road, Traser Michigan 48025 www.abb.opp.com



K - 1



#### Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560,102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559,104,

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
  - (c) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.
  - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement,
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (c) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

#### SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

Downriver Real Estate Group, 2232 Eureka Wyandotta MI 48102 Phone 734.284.8888 Fax: 734.284.8307 Jerald Miller 2557 Diddle Produced with zipForm® by zpLogix 18070 Fifteen Mile Road, Freser, Michigan 48020 vww.zpLogix.com

#### K - 2

#### BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

#### DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

#### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

#### DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

#### LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- \_\_\_\_\_ Seller's agent
- \_\_\_\_\_ Seller's agent limited service agreement
- Buyer's agent
- Buyer's agent limited service agreement
- X Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

#### AFFILIATED LICENSEE DISCLOSURE (Check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- X Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

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Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee Jason Ptak

Licensee

#### September 27, 2019 Date

Date

#### ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information, THIS IS NOT A CONTRACT.

The undersigned \_\_\_\_\_ DOES \_\_\_\_ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as \_\_\_\_\_ SELLER \_\_\_\_ BUYER.

Potential 🗱 Buyer 🗌 Seller (check one) City of Wyandotte

Potential 🗌 Buyer 🛄 Seller (check one)

Disclaimer This form is provided as a service of the Michigan Association of REALTORS#. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS# is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Form K = 01995 Michigan Association of REALTORS9; revised 06 2011

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September 27, 2019 Date

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## 2557 Biddle

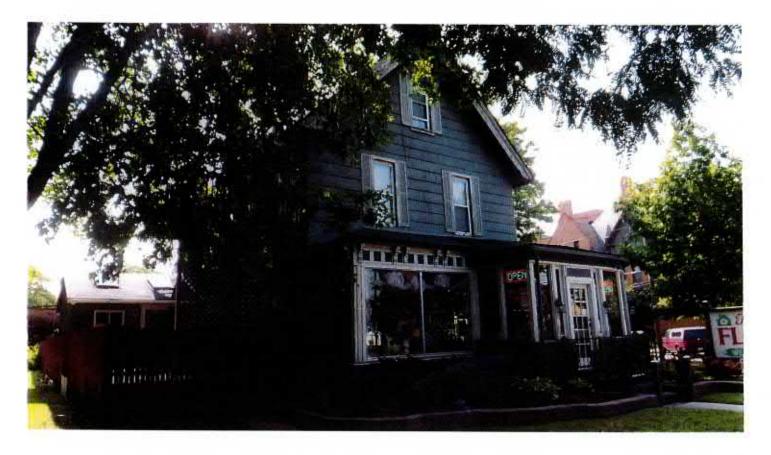
19 SEV: \$75,300 MARKET VALUE: \$150,600

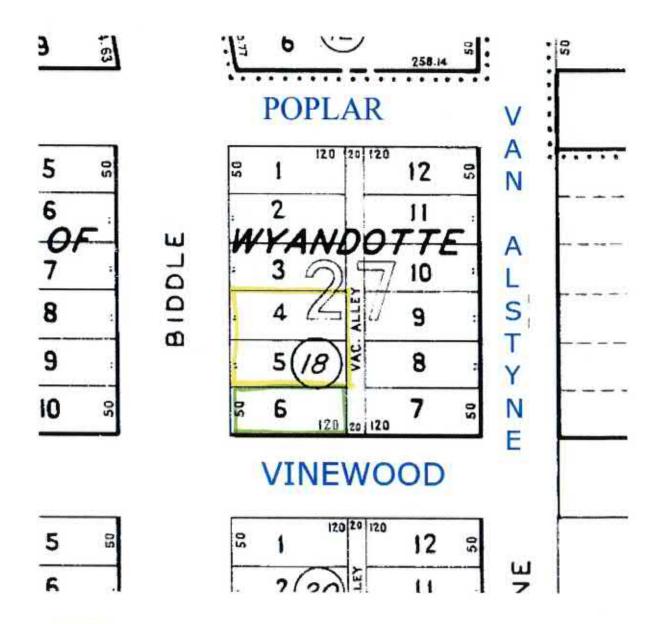
Current Use: Vacant commercial building - Former Flower Shop

Owners: James Collins

Lot Size: 50' x 120'

Asking Price: \$110,00000 Funding Source: TIFA Area Funds





2533 BIDDLE - LOT 4 AND LOT 5 AND W 1/2 ADJ VAC ALLEY PLAT OF PART OF WYANDOTTE, PART 3, BLOCK 27 T3S R11E, L57 OF DEEDS P5 WCR LOT SIZE: 100' X 130'

2557 BIDDLE - LOT 6 ALSO W 1/2 ADJ VAC ALLEY PLAT OF PART OF WYANDOTTE PART 3 BLOCK 27 T3S

LOT SIZE: 50' X 130'

## **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 2557 Biddle in the amount of \$110,0000.00 to be appropriated from TIFA Area Funds Account No. 492-200-850-519; AND

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

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

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	
	Schultz	

## <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

## **MEETING DATE: 10/21/2019**

AGENDA ITEM #\_15

### **ITEM:** City Purchase of 2533 Biddle Avenue

**PRESENTER:** Gregory J. Mayhew, City Engineer

#### **INDIVIDUALS IN ATTENDANCE:** N/A

**<u>BACKGROUND</u>**: This property is a home for the developmentally disabled. The property became available for the City to purchase for \$185,000

Lot Size: 100' x 120' 2019 SEV: \$142,900 Market Value: \$285,800.00 Demolition Cost: \$12,000.00

**STRATEGIC PLAN/GOALS:** This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that the City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

<u>ACTION REQUESTED:</u> Approve the Purchase Agreement for the City to acquire the property, authorize the Mayor and City Clerk to execute the Purchase Agreement and authorize the City Engineer to demolish the property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 492-200-850-519 Land Acquisition

**IMPLEMENTATION PLAN:** Mayor and City Clerk execute the Purchase Agreement; the Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement; schedule demolition of property.

## **LIST OF ATTACHMENTS:**

1. Purchase Agreement 2533 Biddle

- 2. Picture 2533 Biddle
- 3. Map 2533 Biddle
- 4. 14 City Purchase 2533 Biddle



#### CONTRACT TO PURCHASE

Providence Realty		232993	(313) 377-7525
Listing Office		Office ID	Phone
37740 Hillcrest Drive,	Wayne, MI 48184	) (TANDAR 47 (	0.500257974
Address	c *		COLORS OF BUILDING AND
Downriver Real Estate (	Group	334610	(734) 284-8888
Selling Office	a farmer and a	Office ID	Phone
2232 Eureka Rd, Wyandot	te, MI 48192	alar-an-1996 (2017) - A	
Address			
SELLING AGENT is acting as	( ) SUB AGENT	(X) BUYER AGENT	
	( ) DUAL AGENT	() TRANSACTION	COORDINATOR

1. PROPERTY DESCRIPTION. Buyer agrees to buy from seller the property located at 2533 Biddle Ave and adjoining lot Wayne County, Michigan and legally described as See attached property reports

and legally described as see accached propercy reports

The property includes all building, gas, oil and mineral rights owned by the Selier, all fixtures including lighting, plumbing, heating and electrical fixtures; built-in appliances; water softener and alarm system (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antenna, satellite dishes and any mechanical controls, shades, shutters, window blinds and window treatment rods; attached floor coverings, attached fireplace doors and screens; garage door openers and controls; screens, storm windows and doors; landscaping, fences and mailboxes, and

if any, now on the premises, but does not include

The property is being purchased subject to zoning ordinances and to building and use controls and easement of record.

2. SALES PRICE The sales price is 185,000.00 One Hundred Eighty-Five Thousand

3. METHOD OF PAYMENT All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

A (x) CASH. Buyer will pay the sales price in cash upon Seller's delivery of a Warranty Deed conveying marketable title.

C ( ) SALE TO EXISTING MORTGAGE (SIMPLE ASSUMPTION OR REQUALIFICATION REQUIRED).

D ( ) SALE TO EXISTING LAND CONTRACT. See attached addendum.

E ( ) SALE ON LAND CONTRACT. See attached addendum.

4. CLOSING DATE. The Buyer agrees to complete the sale within ten days after delivery of the commitment of title insurance: however, if the sale is dependent upon the Buyer acquiring financing, then the closing will be as soon as the mortgage application is approved, a closing date obtained from the lender, and, if applicable, a final inspection of the property approved by the Veterans Administration or FHA. The closing of this sale shall take place no later than <u>November 27, 2019</u>.

## THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: KR\_/\_\_\_

Sellers: \_\_\_\_/ \_\_\_\_/

Page 1 of 6

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- 5. OCCUPANCY. Seller will give occupancy as follows:
  - (X) Immediately at closing.

days after closing by 12:00 noon. From the date after closing to the date of vacating the Seller will ()pay Buyer \$ per day as an occupancy charge. Listing Broker will retain \$ from Seller's proceeds at closing for occupancy, paying Buyer the amount due Buyer and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered. Broker has no obligation, implied or otherwise, for seeing that the premises are vacated on the date specified or for the condition of the premises, etc. Broker is only acting as escrow agent for occupancy funds. Seller is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowner's policy, as well as for any deductible portions of a covered claim. Seller shall maintain insurance on the property and its contents until

the time of vacancy. If tenants occupy the property, then:

- Seller will cause the tenants to vacate the property before closing. Buyer will take the property subject to the rights of the tenants.

## 6. EARNEST MONEY DEPOSIT: Buyer deposits \$\_

to be held by

("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the arbitration provisions in paragraph 24 below.)

7. CLOSING COSTS. Unless otherwise provided in this Contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Contract, Buyer shall pay the cost of recording the deed and/or security instruments and all application fees and closing costs required by mortgage except where prohibited by law.

8. TITLE INSURANCE. As evidence of title, Seller agrees to furnish Buyer prior to closing a Commitment for a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title condition required for the performance of this Contract. Said Commitment of Title Insurance shall be converted to a Policy of Title Insurance subsequent to closing and forwarded to Buyer as soon as all necessary documents have been processed and recorded to cause the issuance of a Policy of Title Insurance. If written objection to the title is made, that the title is not in the condition required for performance, the Seller shall have 30 days from the date he is notified to 1) remedy the title, or 2) refund deposit in full termination of this Contract.

9. BUYER AND SELLER hereby acknowledge disclosure of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or life. fire, theft, flood, title, or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Michigan Real Estate Law and Regulations.

10. DEFAULT. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Failure to perform by either party shall constitute a breach of this Contract to Purchase. In event of a default by the Seller hereunder, the Buyer may, at Buyer's option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Contract. In the event of a default by the Buyer hereunder, the Seller may, at Seller's option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. Brokers shall not be parties to any action taken to enforce the Contract; Broker shall hold deposit (in trust, but without interest) until the dispute is finally resolved. either through an interpleader action in court or through arbitration/mediation, or a written release of the Contract to Purchase signed by all parties.

#### THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers. KR /

Sellers: /

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11. AS IS. Buyer understands that Buyer is purchasing a used structure in "AS-IS" condition.

(A) Buyer has examined the premises and is satisfied with its condition.

(B) Broker and Broker's agents are not contractors and cannot make any representation regarding the physical condition of the premises.

(C) Buyer has not relied on any representation of the Broker or Broker's agents.

(D) Buyer hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Broker and Broker's agents arising out of the condition of the property or arising out of the performance of this Contract to Purchase.

12. MERGER CLAUSE. This Contract to Purchase supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto and Brokers (other than the Listing/Commission Agreement) and no oral presentations or statements shall be considered a part thereof.

13. TIME-ALL PARTIES AGREE THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT TO PURCHASE. No extension of time or amendment to this Contract to Purchase will be binding unless specifically agreed to in writing and signed by the parties to the Contract to Purchase.

14. WALK THROUGH. Buyer shall have the right to walk through the premises within 48 hours of closing and/or vacating, by appointment.

15. MAINTAIN PREMISES. Seller agrees to maintain premises in the same condition as existed at acceptance of the Contract until possession is delivered to Buyer. Upon vacating, Seller will clear home of all rubbish, debris and personal belongings.

**PROPERTY INSURANCE:** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed or until the property is vacated whichever occurs later.

16. MUNICIPALITY INSPECTION. If the municipality where the property is located requires inspection upon sale, Seller will order and pay for necessary inspections and pay for required repairs, if any, to obtain written approval of municipality. If Buyer assumes any of these responsibilities, see Additional Conditions.

17. BUYERS AND SELLERS, collectively and individually, agree that information concerning seller's concessions, if any, related to the sale and purchase of the property can be disseminated through the Multiple Listing Service.

#### 18. SELLER DISCLOSURE STATEMENT.

Buyer acknowledges receipt of the Seller's Disclosure Statement as of DATE: \_\_\_\_\_

TIME:

Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.

Seller hereby gives permission to disseminate the Seller's Disclosure Statement to lender, appraiser, municipality, etc.

19. RELEASE: Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims relating to those matters.

20. TAXES. All taxes currently due and payable shall be paid by Seller. Taxes which first become due and payable within one year prior to closing shall be prorated and adjusted as of date of closing in accordance with due date (which is in an advance basis).

(A) Special Assessments: All special assessments for municipal improvements which have become a lien on the

## THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: KR\_/\_\_\_\_

Sellers. /

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property shall be paid by the seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be allocated between Seller and Buyer using the same method for the protation of real estate taxes as above; or 🕱 paid in full by Seller at closing.

(B) Seller HAS \_\_\_\_ / \_\_\_\_ HAS NOT \_\_\_\_ / \_\_\_\_ filed the Principal Residence Exemption Form.

(C) Broker shall retain from the Seller at closing a minimum of \$200.00 for water charges. Seller shall obtain a final water bill upon vacating premises, all water adjustments shall be made as of that date.

(D) Interest on Land Contract or mortgages, rents, condominium or association dues shall be prorated as of the date of closing.

21. PRIVATE HOME INSPECTION. Buyer and Seller acknowledges that Buyer has the right and duty to inspect the premises or have them inspected by a licensed contractor or professional home inspector of Buyer's choice and at Buyer's expense to determine if any defects exist in the premises. Buyer is aware that any reference to the square footage of the real property or improvements thereon is approximate. If square footage is a material matter to the Buyer, it must be verified by Buyer during the inspection period. (NOTE: Inspections required by FHA, VA, lenders or municipalities are not made for, nor shall they be relied upon by Buyer.) Buyer DOES / DOES NOT KR / (initial one) choose to have the premises inspected. If Buyer chooses to have premises inspected, Buyer shall order and have said inspection completed within five (5) calendar days of Seller's acceptance of this Contract to Purchase. Buyer agrees to return the property to its prior condition after all inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. If the inspector's findings are not satisfactory to Buyer, Buyer shall notify the Seller or Seller's Listing Agent in writing within two (2) days of completion of inspection. Delivery of this written notification by the Buyer to Seller or Seller's Listing Agent shall render the Contract to Purchase void and the earnest money deposit shall be returned in full upon written release of Contract to Purchase signed by all parties. IN THE EVENT BUYER FAILS TO NOTIFY THE SELLER, THIS CONTINGENCY SHALL BE DEEMED REMOVED AND THE CONTRACT TO PURCHASE SHALL CONTINUE IN FULL FORCE AND EFFECT.

22. LEAD-BASED PAINT DISCLOSURE / INSPECTION (For residential housing built prior to 1978). Buyer acknowledges that prior to signing this Contract to Purchase, Buyer has received a copy of the Lead Based Paint Seller's Disclosure Form and pamphlet provided by the Seller, the terms of which shall be part of this Contract to Purchase.

( ) Buyer shall have \_\_\_\_\_\_ calendar days after the date of Seller's acceptance of this Contract to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazard. (Federal regulations require a 10 day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.

(X) Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of leadbased paint and/or lead-based paint hazards.

23. LAND DIVISION ACT (For unplatted land only): Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery.

(A) The grantor grants to the grantee the right to make \_\_\_\_\_\_ (insert "zero" or a specific number, as appropriate) divisions(s) under section 108 of the Land Division Act, MCL 560 108.

(B) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in subparagraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

24. ARBITRATION: Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court shall

## THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: KR / \_\_\_\_\_

Sellers: \_\_\_\_/

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be rendered on the award or determination made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. This Agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Seller \_\_\_\_\_ Buyer \_\_\_\_\_ Listing Broker \_\_\_\_\_ Selling Broker \_\_\_\_\_

25. LIMITATION: Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

26. ELECTRONIC COMMUNICATION: As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

27. CONTERPARTS: This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

28. HEIRS, SUCCESSORS AND ASSIGNS: This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

NOTE: All conditions of sale and any addenda are incorporated and made a part hereof. Buyer and Seller shall initial where applicable upon this Contract to Purchase and Addenda thereto.

ADDITIONAL CONDITIONS: Sale includes property IDs 57010180004000 and 57010180005000.

Sale is contingent on approval by City of Wyandotte Mayor and City Council. No

City Inspection is required.

FACSIMILE TRANSMISSION OF AN EXECUTED COPY OF ALL DOCUMENTS TO AND INCLUDING THIS CONTRACT TO PURCHASE SHALL CONSTITUTE ACCEPTANCE.

THIS IS A LEGAL AND BINDING DOCUMENT AND BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL.

THE PARTIES HAVE READ AND ACCEPT THIS SIDE OF THE CONTRACT TO PURCHASE AND AFFIX THEIR INITIALS HERETO:

Buyers: <u>KR</u> / \_\_\_\_\_

Sellers: \_\_\_\_/

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29. EXPIRATION: It is understood that this Contract to Purchase shall remain valid until DATE <u>10/11/19</u> TIME <u>5:00pm</u> (unless earlier withdrawn) and if not accepted by the Seller, deposit returned forthwith to Buyer and the Contract to Purchase shall be null and void.

By the execution of this instrument, Buyer acknowledges receipt of a copy of the Contract.

IN THE PRESENCE OF:		Agent ID: 334704
Jason Ptak		
Kelly Roberts	17	City of Wyandotte
Buyer's Signature		Print Buyer's Name
Buyer's Signature		Print Buyer's Name
DATED TIME TIME	ADDRESS	3200 Biddle Ave Ste 200, Wyandotte, MI 48192
		s from the above named Buyer the Earnest Money Deposit aph 6, or will be returned forthwith after tender, if foregoing
		By:
		By:
Broker:	ms and/or conditions,	change in any of the terms and/or conditions to the offe shall constitute a Counter-Offer by Seller to Buyer which
Broker:	ms and/or conditions,	change in any of the terms and/or conditions to the offer shall constitute a Counter-Offer by Seller to Buyer which FIME(unless earlier withdrawn), and shall
Broker:	ms and/or conditions, aling each change belo nature hereto, the Sell ter has procured said sion as set forth in the deposit is forfeited,	change in any of the terms and/or conditions to the offer shall constitute a Counter-Offer by Seller to Buyer which FIME (unless earlier withdrawn), and shal one such date and time. ler accepts this offer and acknowledges receipt of a copy offer and has brought about this sale and agrees to pay a Listing Contract for the sale of the property. If the sale is
Broker:	ms and/or conditions, aling each change belo nature hereto, the Sell ter has procured said sion as set forth in the deposit is forfeited, a rendered.	change in any of the terms and/or conditions to the offer shall constitute a Counter-Offer by Seller to Buyer which FIME (unless earlier withdrawn), and shal

Seller's Signature

Print Seller's Name

Seller's Signature

Print Seller's Name

DATED\_\_\_\_\_\_ TIME\_\_\_\_\_ ADDRESS \_\_\_\_\_

The undersigned Buyer hereby acknowledges receipt of the Seller's signed acceptance of the forgoing Contract to Purchase.

DATED \_\_\_\_\_\_ TIME \_\_\_\_\_\_ / \_\_\_\_\_/

Rev: 03/2016

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2533 Biddle

# 2533 Biddle

19 SEV: \$142,900 MARKET VALUE: \$285,800

Current Use: Home for the Developmentally Disable - 7 Rooms

Owners: Joshy LLC

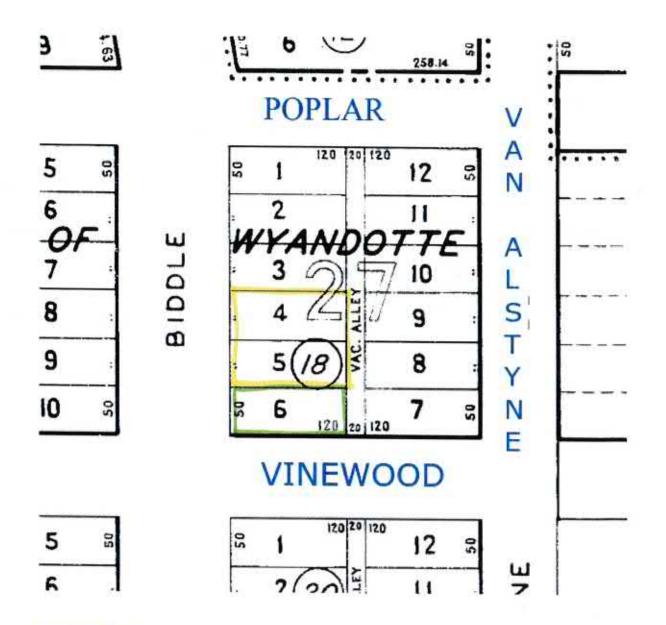
Lot Size: 100' x 120'

Asking Price: \$185,00000 Funding 5

Funding Source: TIFA Area Funds



2533 BIDDLE



2533 BIDDLE - LOT 4 AND LOT 5 AND W 1/2 ADJ VAC ALLEY PLAT OF PART OF WYANDOTTE, PART 3, BLOCK 27 T3S R11E, L57 OF DEEDS P5 WCR LOT SIZE: 100' X 130'

2557 BIDDLE - LOT 6 ALSO W 1/2 ADJ VAC ALLEY PLAT OF PART OF WYANDOTTE PART 3 BLOCK 27 T3S

LOT SIZE: 50' X 130'

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 2533 Biddle in the amount of \$185,0000.00 to be appropriated from TIFA Area Funds account no. 492-200-850-519; AND

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

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

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# <u>CITY OF WYANDOTTE</u> <u>REQUEST FOR COUNCIL ACTION</u>

# **MEETING DATE: 10/21/2019**

# AGENDA ITEM #\_16

# **ITEM:** First & Final Reading #1482: Section 38.1-16 - Enforcement of Liens

PRESENTER: William R. Look, City Attorney

# **INDIVIDUALS IN ATTENDANCE:**

**<u>BACKGROUND</u>**: State law has extended the time period to enforce a lien for unpaid water rates and sewer rates from 3 years to 5 years. Our current Ordinance uses 3 years.

# **STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** Conduct first and final reading of Ordinance

# **BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:** Adopt Ordinance amendment immediately to permit DMS to be in compliance with State Law.

# **LIST OF ATTACHMENTS:**

1. 15 #1482 First and Final Lien Enforcement

First & Final Reading #1482

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

# AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND SEC. 38.1-16. "ENFORCEMENT OF LIENS ON REAL PROPERTY AS SECURITY FOR THE COLLECTION OF UNPAID WATER RATES AND SEWER SYSTEM RATES" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE.

The City of Wyandotte Ordains:

Section 1. Sec. 38.1-16. "Enforcement of Liens on real property as security for the collection of unpaid water rates and sewer system rates" is hereby amended as follows:

# Sec. 38.1-16. Enforcement of liens on real property as security for the collection of unpaid water rates and sewer system rates.

- (a) The City shall have as security for the collection of water rates and sewer system rates for the use or consumption of water or sewer services supplied to any house or building or any premises, lot or lots, or parcel or parcels of land, a lien upon such house or other building and upon the premises or lot, or lots, or parcel or parcels upon which such house or other building shall be situated or to which such water or sewer system service was supplied. Such lien shall become effective immediately upon the distribution of the water or sewer service to the premises or property supplied as aforesaid but shall not be enforceable for more than five (5) years thereafter.
- (b) The lien set forth in subsection (a) may be enforced by at least one (1) of the following ways:
  - (1) Unpaid water rates and sewer system rates may be reported to the city assessor to be spread by him on the next general city tax rolls, as a special tax or assessment upon the lot or premises on which said unpaid water rates and sewer system rates have become a lien. The unpaid water rates and sewer system rates shall be collected in the same manner as other city taxes. No attempt to collect any water rates

and sewer system rates by this process shall invalidate the lien upon the lot or premises.

- (2) A lien for unpaid water rates and sewer system rates may be filed by the department of municipal service, to be recorded in Wayne County Register of Deeds Office, setting forth the amount of the unpaid water rate and sewer system rates for the particular parcel of real property and the filing of said lien shall be deemed notice of the lien for the unpaid water rates and sewer system rates.
- (3) The lien set forth in subsection (a) may be enforced in any manner prescribed by the general laws of the state providing for the enforcement of tax liens.

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

I Move the adoption of the foregoing resolution.

MOTION by Councilperson		
SUPPORTED by Councilperson		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>
	Alderman Calvin DeSana Maiani	
	Sabuda Schultz	

Residential: \$200.00 Commercial: \$300.00 Plan Development \$1,000.00

# CITY OF WYANDOTTE 3200 Biddle Avenue Wyandotte, Michigan 48192 734.324.4551

# APPLICATION FOR REZONING

**INSTRUCTIONS TO APPLICANT:** Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at	141 Good ell STREET ADDRESS	between 15	+ Street
and 2rd Street on the	side of the street, and is k	nown as lot(	(s) number
06466 of 06474, 10-12, 1-	6 * see attach	ment	_ Subdivision,
Lot Size 103.24 ' X 30, 057.40'			20
The property is owned by:	KSMPNAgement fo	unchosi ~ g	, )
Name Mooney Real Estate Holdings	KS MANA gement for Street Address 12 S	state St	£
city Detroit	State MI		48226
Phone # 313 - 237 - 5800			
PRESENT ZONING: <u>Residential</u>	REQUESTED ZONING:	B-1	×
It is proposed that the property will be put to the	e following use: <u>Property</u>	y man	agement
· U			

\*\*REQUIRED FOR P-1 or RM-1A\*\*

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

\*\*OPTIONAL\*\*

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant:	Address: 1166 Mekinley, Wymintte
**************************************	***********
Receipt # <u>49877</u>	/ Date: 10-9-19
Engineer's Signature Jugou Marph	h/rezon.doo

17 Print

# EXHIBIT A

N 14

# DESCRIPTION OF REAL ESTATE

Property situated in the City of Wyandotte, County of Wayne and State of Michigan, described as follows:

Commonly Known As	Tax Parcel Number	Legal Description		
141 57 004 14 0010 000 Goodell St		06466 Thru 6474 Lots 10 To 12 Incl I. Witkowski Sub T3s R11e L40 P23 Also Lots 1 To 6 Incl Noah Leblancs Biddle Ave Sub T3s R11e L56 P87 Wcr I. Witkowski Sub T3s R11e, L40 P23 Wcr		
136 57 004 13 0003 300 Goodell St		THE E 112.48 FT OF W 222.48 FT OF LOTS 3 AND 4 EXC S 50 FT OF LOT 3, THE ESTATE OF JOSEPH GODDELI DECEASED SUB T3S R11E L21 P16 WCR		
1203 2 <sup>nd</sup> Street	57 007 02 0150 000	06491 LOT 150 ASSESSOR'S WYANDOTTE PLAT NO. 8 T3S R11E L65 P35 WCR		

Detroit\_16234669\_3

# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that the application for rezoning of the property at 141 Goodell is hereby referred to the Planning Commission for the required public hearing.

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	
	Schultz	

Residential: \$200.00 Commercial: \$300.00 Plan Development \$1,000.00

# CITY OF WYANDOTTE 3200 Biddle Avenue Wyandotte, Michigan 48192 734.324.4551

# APPLICATION FOR REZONING

**INSTRUCTIONS TO APPLICANT:** Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

	The property sought	to be rezoned is located at	735-brast	between	744
	and Bth	on the	street ADDRESS side of the street, and is	s known as lol	street t(s) number
74N-	2D and 4 of	Garfield Place	Subdivision		Subdivision,

Lot Size 104 × 140

The property is owned by:		
Name Michelle Van Marter	Street Address	705 torest
city Wyandotte	State <u>M</u>	zip 48192.
Phone # 313.995.2780		2 "RT" a duelling
PRESENT ZONING: Shope family	REQUESTED ZON	VING: Multitamily
It is proposed that the property will be put to the	e following use: $(1) \gamma$	nother in law
apartment and (1)	rental.	
Income for rental to Si	upliment mi	stherin laws living

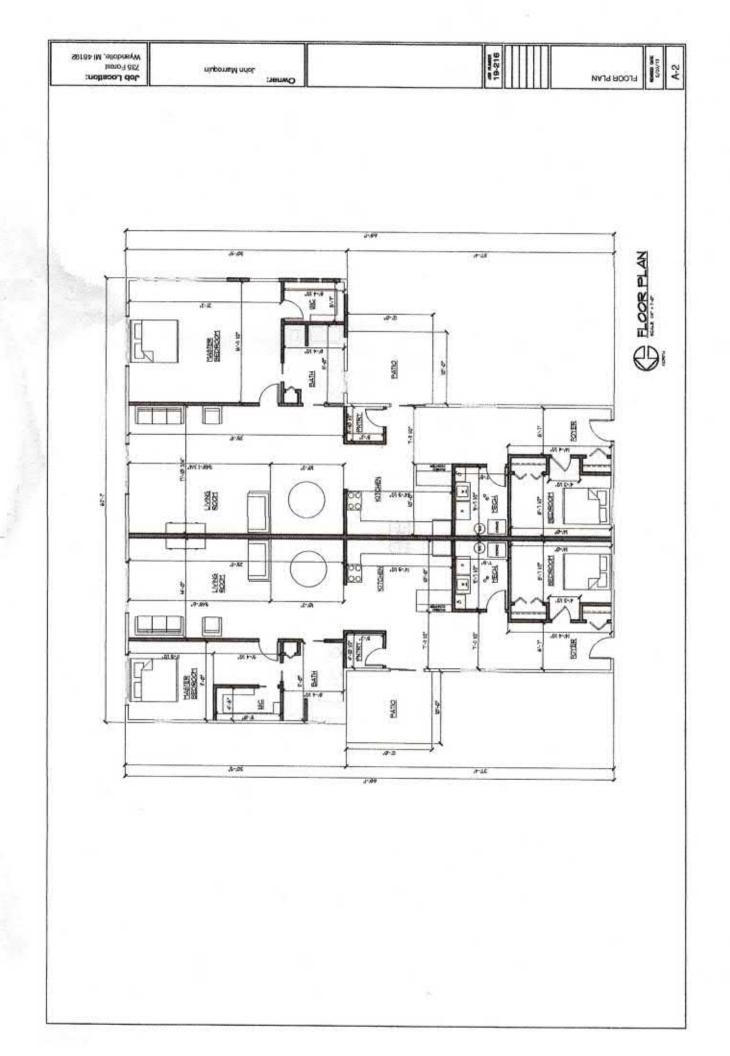
\*\*REQUIRED FOR P-1 or RM-1A\*\*

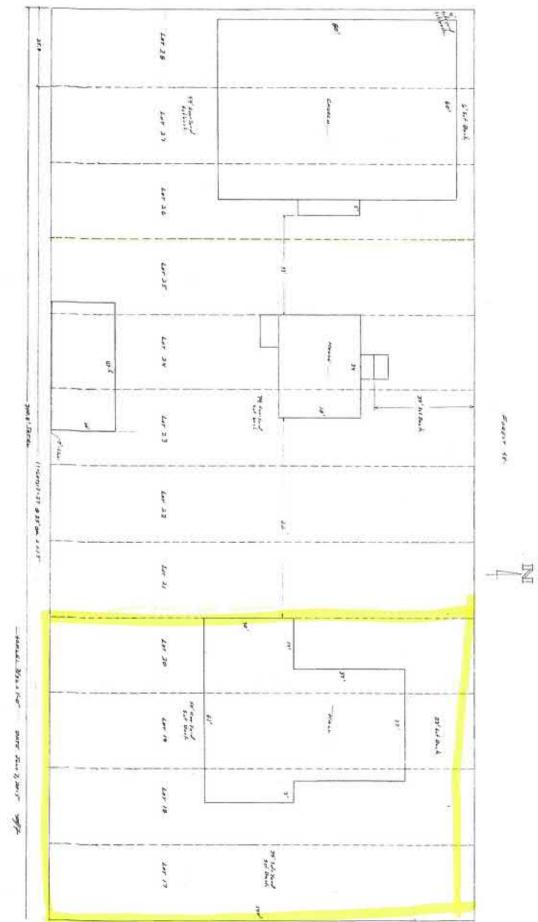
Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

\*\*OPTIONAL\*\*

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant:	Address: 705 for 28t
**************************************	**************************************
Receipt # 49879	Date: _/0-11-19
Engineer's Signature X Jugour Mayhuw	h/rezon.doc





O' Hint

- <u>6</u> - 4

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# **RESOLUTION**

DATE: October 21, 2019

RESOLUTION by Councilperson

BE IT RESOLVED that the application for rezoning of the property at 735 Forest is hereby referred to the Planning Commission for the required public hearing.

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	
	Schultz	

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DB: Wyandotte

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Chec
Bills & Acco	unts	Fund To	tals: Fund 101 General Fun Fund 202 Major Stree Fund 203 Local Stree Fund 281 Housing Rel Fund 283 Grant Fund Fund 285 Special Eve Fund 200 Solid Waste Fund 402 Capital Equ Fund 492 TIFA Consol Fund 499 DDA tax ind Fund 525 Municipal ( Fund 530 Building Rev Fund 590 Sewage Fund Fund 677 Self Insura Fund 731 Retirement Fund 732 Retiree Hee	et Fund et Fund nabilitation Fund ents Fund e Disposal Fund hipment Fund Lidated Fund crement Finance F Golf Course Fund ental Fund d ance Fund System Fund		,426,180.49 100,591.23 118,053.22 800.00 220.00 13,697.96 31,215.69 3,538.35 232,547.96 55,248.48 948.68 13,723.69 349,860.67 2,243.21 81,518.04 1,990.67
			Total For All Funds			( 32,378.34
				# 134/10 Pension Cheche 10-15-19 Payrol Cheche 10-16-19	E	526, 983.37
- - - Δ - - - - - - - - - 	FUS IS TO CERTIFY THAT THAN OUNTING TO <b>3206675.</b> FURT THE MATERIALS AND F CONTENT THE MATERIALS AND F CONTENT THAT THE PRICE CONTENT, THAT THE INVINOR WE SUPPORTING DATA ARE USE THAT THE PROPER ACCO THE THEASUNER IS METHOD .	HAVE BEEN EXAMP ERVICES MAVE BEEN ADD COMPUTATIONS S. OFCERVING SLIPS AUTACRED AND IN C.	ed. Are Rdsr.	Paynoel checke 10-16-19	\$ 3,2	47, 637.78

User: dbrowning DB: Wyandotte

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134433 101-000-257-064	Reserve-Compliance Escro	ALAN CARTER	ESCROW REFUND 2292 20TH 14-87	2292 20тн	10/09/19	925.00	134433
			Total For Check 134433		-	925.00	
Check 134434 101-000-231-080 732-000-231-080	P/R Deductions-Section 1 Payroll W/H-Cancer Insur	AMERICAN FIDELITY ASS AMERICAN FIDELITY ASS	125 PLAN CANCER & LIFE INSURANCE - 125 PLAN CANCER & LIFE INSURANCE -	D070287 10/19 D070287 10/19	10/09/19 10/09/19	1,771.08 1,551.58	
,	1		Total For Check 134434		•	3,322.66	•
Check 134435 530-444-825-220	Operating Expenses-Bank	AMERICAN LOCK & KEY	CYLINDERS CHANGED - 4, SERVICE CAL	05912	10/09/19	110.00	134435
			Total For Check 134435		•	110.00	
Check 134436					/ /	450.40	101126
101-448-750-220	Sanitation-Operating Exp	AUTO VALUE SOUTHGATE	TIRE JACK STOCK	334-447076	10/09/19		134436
101-448-825-430	Garage-Police Vehicle Ma	AUTO VALUE SOUTHGATE	BRAKE FOR VP 7-2 VIN1GNLC2E04ER181		10/09/19	283.27	134436
101-448-825-430	Garage-Police Vehicle Ma	AUTO VALUE SOUTHGATE	BRAKE PARTS FOR VP 7-4 VIN 1GNLC2E	334-451824	10/09/19	330.45	134436
101-448-825-430	Garage-Police Vehicle Ma	AUTO VALUE SOUTHGATE	front end parts for vp 7-2 vin 2fa		10/09/19	287.46	134436
101-448-825-432	Garage-Equipment Mainten	AUTO VALUE SOUTHGATE	REUSABLE TRANS GASKET VPS 23 VIN 1	334-451722	10/09/19	24.09	134436
101-448-825-432	Garage-Equipment Mainten	AUTO VALUE SOUTHGATE	TRANS PAN FOR VPS 23 VIN 1FTSF30L7	334-451641	10/09/19	40.59	134436
101-448-825-432	Garage-Equipment Mainten		VP 7-2 BRAKE PARTS VIN 2FABP7BVX12	334-451643	10/09/19	53.00	134436
101-448-825-432	Garage-Equipment Mainten		trans gasket maker stock	334-451599	10/09/19	16.58	134436
101-448-825-432	Garage-Equipment Mainten		U-JOINTS FOR VPS 9 VIN 1FTWF30578E	334-451518	10/09/19	37.78	134436
101-448-825-432	Garage-Equipment Mainten		BELT TENSIONER FOR VPS 23 VIN 1FTS	334-451569	10/09/19	67.09	134436
101-448-825-432	Garage-Equipment Mainten	AUTO VALUE SOUTHGATE	PARTS FOR VPS 23 GEAR BOX VIN 1FT	334-451480	10/09/19	301.23	134436
	Garage-Equipment Mainten		STOCK AIR FILTER	334-451124	10/09/19		134436
101-448-825-432	Garage-Equipment Mainten	ADIO VALLE DOUINGAIL				1,628.90	•
			Total For Check 134436			1,020.00	
Check 134437 101-448-825-432	Garage-Equipment Mainten	BANDIT INDUSTRIES INC	STOCK FOR CHIPPER AND LEAF VAC	707004	10/09/19	1,104.25	134437
			Total For Check 134437			1,104.25	
Check 134438 101-000-257-064	Reserve-Compliance Escro	BRIAN CREEDEN	ESCROW REFUND 1772 13TH 13-529	1772 13тн	10/09/19	500.00	134438
			Total For Check 134438			500.00	
Check 134439 101-448-825-432	Garage-Equipment Mainten	CANNON ENGINEERING &	REPAIRS TO VPS 42 VIN 1FDAF56R58EC	50927	10/09/19	750.00	134439
101 440 025 452	Gurage Equipment Introcen		Total For Check 134439		•	750.00	•
			Iotal For Check 194499			,00100	
Check 134440 290-448-850-540	Other Equipment	CASCADE ENGINEERING	TOTERS STOCK	C34803	10/09/19	5,234.88	134440
			Total For Check 134440			5,234.88	
Check 134441							
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	RUBISH DUMPING SEPT 2019	84038	10/09/19	18,141.33	134441
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	DEMO DUMPING SEPT 2019	84039	10/09/19	3,711.23	134441
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	SPECIAL WASTE SWEEPER	84041	10/09/19	111.87	134441
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	BRUSH DUMPING SEPT 2019	84042	10/09/19	3,567.88	
290-448-825-460	Rubbish Domping ree	CIII OF RIVERVIEW	Total For Check 134441	01012	•	25,532.31	•
Check 134442			TOTAL FOR ONOCA EDitit			, >==, >==	
101-000-257-064	BCB19-0163 1638 Davis	COLIN HORTON	BD Bond Refund	BCB19-0163	10/09/19	1,000.00	134442
			Total For Check 134442		•	1,000.00	-

ACCOUNTS PAYABLE

DB: Wyandotte

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134443 101-200-825-370	Computer Services	DAVID FULLER	REIMBURSEMENT FOR RENEWAL OF WYAND Total For Check 134443	25105883	10/09/19 -	39.99 39.99	134443
Check 134444 101-000-257-064	BCB19-0059 203 Poplar	DEBRA ATKINSON	BD Bond Refund Total For Check 134444	BCB19-0059	10/09/19 -	400.00	134444
Check 134445 101-336-825-490	Bldg & Equip Maintenance	DUO-SAFETY LADDER COR	THERMAL STICKERS FOR LADDERS Total For Check 134445	472620-000	10/09/19 -	60.26	134445
Check 134446 101-750-825-490	Field Maintenance & Supp	GOUTH SHEET METAL & H	PLAQUE STANDS Total For Check 134446	14018	10/09/19 -	630.00	134446
Check 134447 101-000-231-080	P/R Deductions-Section 1	GRANGE LIFE INSURANCE	LIFE INSURANCE OCTOBER 2019 Total For Check 134447	15929241 10/19	10/09/19	959.14 959.14	134447
Check 134448 101-000-257-071	Reserve-Museum	Heather Schwochow	Log Cabin Rental Deposit Reimburse Total For Check 134448	1001192	10/09/19 -	50.00	134448
Check 134449 101-301-750-220 101-336-750-220 101-336-750-220 101-336-750-220	Operating Expenses Operating Expenses Operating Expenses Operating Expenses	HOODS DO IT CENTER HOODS DO IT CENTER HOODS DO IT CENTER HOODS DO IT CENTER	Key 4PK AAA BATTERY 8PK AAA BATTERY BIT SET/PLATFORM LADDER	63785 63896 63910 63802	10/09/19 10/09/19 10/09/19 10/09/19	2.49 3.59 8.99 93.58	134449 134449 134449 134449 134449
Check 134450 101-000-257-064	BCB18-0119	INVESTMENT REALTY SER	Total For Check 134449 BD Bond Refund Total For Check 134450	BCB18-0119	10/09/19	108.65 1,200.00 1,200.00	134450
Check 134451 101-000-257-064	BCB18-0297 1490 22nd	JAMES CHANEY	BD Bond Refund Total For Check 134451	BCB18-0297	10/09/19 -	300.00	134451
Check 134452 101-000-257-055	Reserve-Recreation Refun	Jane VanDieren Donck	Copeland Refundable Deposit 9-22-2 Total For Check 134452	09222019	10/09/19 -	50.00	134452
Check 134453 101-000-257-064	BCB18-0284 720 Goddard	JEREMY SYROCKI	BD Bond Refund Total For Check 134453	BCB18-0284	10/09/19	300.00	134453
Check 134454 499-200-850-539 499-200-850-539	Beautification Commissio BEAUTIFICATION COMMISSIO	JOHN DARIN JOHN DARIN	REIMBURSEMENT FOR BCSEM QUARTERLY REIMBURSEMENT BEAUTIFICATION EXPEN	BCSEM 2019 FALL 09302019	10/09/19 10/09/19 -	96.05	134454 134454
Check 134455 101-000-257-064	BCB19-0048 763 Clinton	JOSHUA DIAZ	Total For Check 134454 BD Bond Refund Total For Check 134455	BCB19-0048	10/09/19	111.05 1,000.00 1,000.00	134455

10/16/2019 10:40 AM

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#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134456 101-136-850-510 101-448-750-210 101-448-750-210 101-448-750-210 101-840-750-220 285-225-925-849 285-225-925-849 492-200-850-519	Office Equipment Office Supplies Office Supplies Office Supplies Operating Expenses Special Events-Misc Special Events-Misc Land Purchases	JP MORGAN CHASE BANK JP MORGAN CHASE BANK	Credit Card Purchases 08/19/19 - 0 Credit Card Purchases 08/19/19 - 0	556375010884934 556375010884934	10/09/19 10/09/19 10/09/19 10/09/19 10/09/19 10/09/19	21.58 10.50 283.01 458.00 25.35	134456 134456 134456
			Total For Check 134456			1,107.88	
Check 134457 499-200-850-831	Parking Lots	K & K Landscaping & S	Eye-shaped Planter Irrigation Repa Total For Check 134457	10029	10/09/19	1,500.00	134457
Check 134458 101-000-257-055	Reserve-Recreation Refun	Kaitlyn Digna	Gazebo Refundable Deposit 9-28-201 Total For Check 134458	092920191	10/09/19	50.00	134458
Check 134459 101-000-257-055	Reserve-Recreation Refun	Karl Sundquist	Gazebo Refundable Deposit 9-28-201 Total For Check 134459	092820192	10/09/19	50.00	134459
Check 134460 101-000-257-064	Reserve-Compliance Escro	KATE SCHELLER	ESCROW REFUND 875 SUPERIOR 13-79 Total For Check 134460	875 SUPERIOR	10/09/19	1,525.00	134460
Check 134461 101-000-257-055	Reserve-Recreation Refun	Katelyn Francis White	Copeland Refundable Deposit 9-15-2 Total For Check 134461	09152019	10/09/19	50.00	134461
Check 134462 283-775-860-758	Youth Assistance-Contrac	KELLY LANAGAN	Supervisory Services for September Total For Check 134462	September 2019	10/09/19		134462
Check 134463 101-000-257-064	BCB19-0190 3627 5th	LAWRENCE HOLTZ	BD Bond Refund Total For Check 134463	BCB19-0190	10/09/19	1,000.00	134463
Check 134464 101-756-750-225	Concession Supplies	LEONARD'S SYRUP	CONCESSION SUPPLIES Total For Check 134464	911926900	10/09/19		134464
Check 134465 101-301-750-220	Operating Expenses	LIFELOC TECHNOLOGIES	Mouthpiece, EasyTab Total For Check 134465	328161	10/09/19	70.00	134465
Check 134466 101-000-257-064	Reserve-Compliance Escro	MARY ELLEN BUSH	ESCROW REFUND 307 EMMONS 12-361 Total For Check 134466	307 EMMONS	10/09/19	600.00	134466
Check 134467 101-000-257-064	Reserve-Compliance Escro	MICHAEL C PARKE	ESCROW REFUND 3354 11TH 12-106 Total For Check 134467	3354 llTH	10/09/19		134467
			IOLAI FOI CHECK IJ440/			2,000.00	

Check 134468

ACCOUNTS PAYABLE

Page: 4/20

10/16/2019 10:40 AM

User: dbrowning DB: Wyandotte

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134468 101-000-257-064	BCB19-0085 - PCI19-0009	MICHAEL O'NEILL, M.A.	BD Bond Refund	BCB19-0085	10/09/19	1,000.00	134468
101 000 23, 001		,,	Total For Check 134468			1,000.00	
$c_{2} = -1 + 124460$			Totat For check 154466	4		_,	
Check 134469 101-000-257-064	BCB18-0033 1826 11th	MICHAEL TRUMBLE	BD Bond Refund	BCB18-0033	10/09/19	1,200.00	134469
			Total For Check 134469			1,200.00	•
Choole 124470							
Check 134470 101-200-825-910	Electric 640 PLUM	MUNICIPAL SERVICE	640 PLUM AUGUST 2019	001153-020385 A	10/09/19	175.78	134470
101-200-825-910	Electric 100 MAPLE	MUNICIPAL SERVICE	100 MAPLE - AUGUST 2019	000000-065406 A	10/09/19	863.89	134470
101-200-825-910	Electric 504 POPLAR	MUNICIPAL SERVICE	504 POPLAR - SEPTEMBER 2019	000000-066514 S	10/09/19		134470
101-200-825-920	Water	MUNICIPAL SERVICE	15 Superior Sep. 2019	000000-056833 S	10/09/19		134470
101-200-825-920	Water 3050 1ST	MUNICIPAL SERVICE	3050 1ST - AUGUST 2019	000000-065404 A	10/09/19		134470
101-200-825-920	Water 100 MAPLE	MUNICIPAL SERVICE	100 MAPLE - AUGUST 2019	000000-065406 A	10/09/19	119,03	
101-200-825-920	Water 3042 1ST	MUNICIPAL SERVICE	3042 1ST - AUGUST 2019	000000-065405 A	10/09/19		134470
101-200-825-920	Water 3172 BIDDLE	MUNICIPAL SERVICE	3172 BIDDLE - AUGUST 2019	001153-021333 A			134470
101-200-825-920	Water 504 POPLAR	MUNICIPAL SERVICE	504 POPLAR - SEPTEMBER 2019	000000-066514 S	10/09/19		134470
101-200-825-920	Water - 463 MULBERRY	MUNICIPAL SERVICE	463 MULBERRY - AUGUST 2019	001153-026885 A			134470
101-200-825-920	Water 3000 BIDDLE	MUNICIPAL SERVICE	3000 BIDDLE - AUGUST 2019	001153-021351 A			134470
101-200-825-920	Water 3058 - 1ST	MUNICIPAL SERVICE	3058 1ST - SEPTEMBER 2019	034055-021743 S			134470
101-200-825-920	Water 100 OAK	MUNICIPAL SERVICE	100 OAK AUGUST 2019	000000-046710 A			134470
101-301-750-220	Operating Expenses- Inte	MUNICIPAL SERVICE	2015 Biddle Avenue September 2019	032253-027401 S			134470
101-301-750-220	Operating Expenses Elect	MUNICIPAL SERVICE	2015 Biddle Avenue September 2019	032253-027401 S		1,747.30	
101-301-825-910	Electric 2015 Biddle	MUNICIPAL SERVICE	2015 Biddle Avenue September 2019	032253-027401 S		6,570.24	
101-301-825-920	Water - 2015 Biddle	MUNICIPAL SERVICE	2015 Biddle Avenue September 2019	032253-027401 S			134470
101-336-825-910	Electric 266 Maple	MUNICIPAL SERVICE	266 MAPLE SEPTEMBER 2019	009821-018747 S		1,026.60	
101-336-825-920	Water 266 Maple	MUNICIPAL SERVICE	266 MAPLE SEPTEMBER 2019	009821-018747 S			134470
101-750-825-910	Electric - 1100 BIDDLE	MUNICIPAL SERVICE	1100 BIDDLE SEPTEMBER 2019	001153-022009 S			134470
101-750-825-910	Electric - 601 8TH	MUNICIPAL SERVICE	601 8TH SEPTEMBER 2019	030967-021887 S			134470
101-750-825-920	Water - 1100 BIDDLE	MUNICIPAL SERVICE	1100 BIDDLE SEPTEMBER 2019	001153-022009 S			134470
101-750-825-920	Water - 601 8TH	MUNICIPAL SERVICE	601 8TH SEPTEMBER 2019	030967-021887 S			134470
101-800-825-910	Electric 2624 Biddle	MUNICIPAL SERVICE	2624 Biddle September 2019	032355-005744 s			134470
101-800-825-910	Electric 2610 Biddle	MUNICIPAL SERVICE	2610 Biddle September 2019	001153-005743 s			134470
101-800-825-910	Electric 2630 Biddle	MUNICIPAL SERVICE	2630 Biddle September 2019	001297-014239 S			134470
101-800-825-910	Electric 2630 Biddle	MUNICIPAL SERVICE	2630 Biddle September 2019	000991-005745 S			134470
101-800-825-920	Water 2624 Biddle	MUNICIPAL SERVICE	2624 Biddle September 2019	032355-005744 S			134470
101-800-825-920	Water 2610 Biddle	MUNICIPAL SERVICE	2610 Biddle September 2019	032287-005743 S			134470
101-800-825-920	Water 2630 Biddle	MUNICIPAL SERVICE	2630 Biddle September 2019	003989-005745 S			134470
101-800-825-920	Water 2815 Van Alstyne	MUNICIPAL SERVICE	2815 Van Alstyne September 2019	036059-021707 S			134470
101-800-825-940	Telephone/Internet 2624	MUNICIPAL SERVICE	2624 Biddle September 2019	032355-005744 S			134470
101-800-825-940	Telephone/Internet 2610	MUNICIPAL SERVICE	2610 Biddle September 2019	001153-005743 S			134470 134470
101-800-825-940	Telephone/Internet 2630	MUNICIPAL SERVICE	2630 Biddle September 2019	001297-014239 S			134470 134470
202-440-825-420	Traffic Signals - 1111 T	MUNICIPAL SERVICE	1111 TRAFFIC SIGNALS September 201	001349-014305 S			134470
499-200-850-542	2698 Biddle Sprinkler	MUNICIPAL SERVICE	2698 Biddle Sprinkler September 20 104 Elm Cable September 2019	95015-027751 Se 57023 Sept 2019			134470
499-200-850-542	104 Elm Cable	MUNICIPAL SERVICE		1153-027523 Sept			134470
499-200-850-542	104 Elm Cable	MUNICIPAL SERVICE MUNICIPAL SERVICE	104 Elm Cable September 2019 3200 BIDDLE - AUGUST 2019	068011-011323 A			134470
530-444-825-220	Operating Expenses-Bank	MUNICIPAL SERVICE	3200 BIDDLE - AUGUST 2019	068011-011323 A		5,800.39	
530-444-825-910	Electric-Bank Bldg 3200 Water-Bank Bldg 3200 BID	MUNICIPAL SERVICE	3200 BIDDLE - AUGUST 2019 3200 BIDDLE - AUGUST 2019	068011-011323 A		1,775.67	
530-444-825-920	water-Ballk Bidy 3200 BID	NONICIPAL SERVICE		000011 011020 A	20/00/20		
			Total For Check 134470			23,079.70	
Check 134471	Bldg & Equip Maintenance	Muntare Corporation	WHEEL ROLLERS	212821	10/09/19	73.06	134471
101-756-825-420	prod « pdarb warnrenguce	municers corporacion			20,001 ±2		•

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#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

Inv. Line Desc Vendor Invoice Desc. NICHOLAS RADCLIFFE BCB19-0195 2087 22nd

Check 134471 73.06 Total For Check 134471 Check 134472 10/09/19 1,200.00 134472 BCB19-0195 BD Bond Refund 101-000-257-064 1,200.00 Total For Check 134472 Check 134473 2477 22ND 10/09/19 975.00 134473 ESCROW REFUND 2477 22ND 13-130 101-000-257-064 Reserve-Compliance Escro NICOLE WASIUKANIS 975.00 Total For Check 134473 Check 134474 REIMBURSEMENT OF BEAUTIFICATION SU NGaleski Sept19 10/09/19 195.92 134474 Beautification Commissio NOEL GALESKI 499-200-850-539 195.92 Total For Check 134474 Check 134475 119.00 134475 OCCUPATIONAL HEALTH C 09/17/2019 - 09/17/2019 712887244 10/09/19 677-302-825-340 Employee Physical Exams 119.00 Total For Check 134475 Check 134476 376821450001 10/09/19 428.28 134476 101-136-750-210 Office Supplies OFFICE DEPOT SUPPLIES 376823674001 10/09/19 237.82 134476 Office Supplies SUPPLIES 101-136-750-210 OFFICE DEPOT 666.10 Total For Check 134476 Check 134477 12.49 134477 Office Supplies OFFICE DEPOT RUBBERBANDS 380530571001 10/09/19 101-750-750-210 10/09/19 125.01 134477 380530572001 101-750-750-210 Office Supplies OFFICE DEPOT OFFICE SUPPLIES Senior Citizen Programs 118.91 134477 101-750-750-221 OFFICE DEPOT OFFICE SUPPLIES 380530572001 10/09/19 39.78 10/09/19 134477 380530572001 101-750-850-550 SMART-Equipment/Maintena OFFICE DEPOT OFFICE SUPPLIES Total For Check 134477 296.19 Check 134478 Feline Aids/Rabies - Grover, Capta 60606 10/09/19 144.00 134478 Reserve-Animal Care PET CARE CLINIC 101-000-257-078 134478 101-000-257-078 Reserve-Animal Care PET CARE CLINIC Heartworm Test/Lucy 60938 10/09/19 31,00 175.00 Total For Check 134478 Check 134479 89887 10/09/19 540.00 134479 PHOENIX STONE COMPANY MISC SUPPLIES 101-750-750-222 Softball Program 101-750-825-490 Field Maintenance & Supp PHOENIX STONE COMPANY MISC SUPPLIES 89887 10/09/19 2,461.00 134479 3,001.00 Total For Check 134479

Check 134480 101-448-825-432 101-448-825-432	Garage-Equipment Mainten Garage-Equipment Mainten	REEFER PETERBILT REEFER PETERBILT	HOOD BUMPERS STOCK ELBOE FOR VPS 111 VIN 1XPADBOXXYN5	R190879 R191081	10/09/19 10/09/19	79.96 502.92	134480 134480
			Total For Check 134480			582.88	
Check 134481 101-000-257-055	Reserve-Recreation Refun	Ricardo Longoria	Copeland Refundable Deposit 8-25-2	08252019	10/09/19	50.00	134481
			Total For Check 134481			50.00	
Check 134482 101-000-257-064	BCB19-0040 2288 7th	RICKY HAMPTON JR	BD Bond Refund	BCB19-0040	10/09/19	300.00	134482
			Total For Check 134482			300.00	
Check 134483 101-302-925-790	Miscellaneous	Robert Pensler MD	Teresa Carr Health Insurance Claim	9/13/19 Carr,T	10/09/19	280.00	134483

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134483			Total For Check 134483			280.00	
Check 134484						150.00	104404
285-225-925-825	Christmas Parade	Rooftop Landing Reind	Tree Lighting 2019 Thank you!!!	1032019	10/09/19	450.00	134484
			Total For Check 134484			450.00	
Check 134485 101-000-257-064	BCB19-0064 2955 22nd	RYAN YORK	BD Bond Refund	BCB19-0064	10/09/19	500.00	134485
			Total For Check 134485		-	500.00	1
Check 134486						1 000 00	124406
101-000-257-064	BCB17-0244 1475 22nd	SARAH MAXE	BD Bond Refund	BCB17-0244	10/09/19	1,000.00	134486
			Total For Check 134486			1,000.00	
Check 134487 101-440-750-210	Office Supplies	SEMBOIA INC	SCOTT POLING MEMBERSHIP	01235	10/09/19	60.00	134487
			Total For Check 134487		-	60.00	1
Check 134488							
101-750-750-221	Senior Citizen Programs	SENIOR FRIENDSHIP CLU	Senior Citizen Christmas Dance 201	12072019	10/09/19	450.00	134488
			Total For Check 134488			450.00	
Check 134489 101-750-750-221	Senior Citizen Programs	SENIOR FRIENDSHIP CLU	Senior Citizen November Dance Chec	10012019	10/09/19	200.00	134489
	-		Total For Check 134489		-	200.00	1
Check 134490							
101-000-257-055	Reserve-Recreation Refun	Sherry Kowalski	Copeland Refundable Deposit 8-28-2	08282019	10/09/19	•	134490
			Total For Check 134490			50.00	
Check 134491 101-136-750-220	Operating Expenses	Silver Shores Waterfr	TEAM BUILDING	092419	10/09/19	264.60	134491
			Total For Check 134491		-	264,60	
Check 134492						10 000 00	
101-301-825-395 101-301-825-395	IT-Operation & Maintenan IT-Operation & Maintenan		\$5000 for Administrative Costs & \$ OSSI Maintenance 9/1/19-8/31/20 an	3853 3862	10/09/19 10/09/19	10,000.00 8,044.36	134492 134492
101 002 000 000			Total For Check 134492		-	18,044.36	
Check 134493							
101-448-825-432	Garage-Equipment Mainten	SOUTHGATE FORD	TRANS GASKEET FOR VPS 23 VIN 1FTSF	924428 924322	10/09/19 10/09/19	3.95 218.21	134493
101-448-825-432 101-448-825-432	Garage-Equipment Mainten Garage-Equipment Mainten	SOUTHGATE FORD SOUTHGATE FORD	TRANS PARTS FOR VPS 23 VIN 1FTSF30 PARTS FOR VP 7-2 VIN 2FABP7BVXAX12		10/09/19		134493
101-448-825-432	Garage-Equipment Mainten	SOUTHGATE FORD	wheel backing plate for vps 23 vin		10/09/19		134493
			Total For Check 134493		-	257.51	
Check 134494							1
101-215-750-210	Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES	3424682230	10/09/19	133.46	
101-336-750-210	Office Supplies	STAPLES ADVANTAGE	OFFICE CHAIR DESK FOR ASST CHIEF	3424678575 3425257747	10/09/19 10/09/19	189.99 609.99	
101-336-750-210 101-440-750-210	Office Supplies Office Supplies	STAPLES ADVANTAGE	LABELS	3425788777	10/09/19		134494
101-440-750-210	Office Supplies	STAPLES ADVANTAGE STAPLES ADVANTAGE	OFFICE SUPPLIES	3424742559	10/09/19		134494
101-775-750-210	Office Supplies	STAPLES ADVANTAGE	YAP Office Supplies	3425788776	10/09/19		134494
101-840-750-210	Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES	3424682230	10/09/19	118.53	
	* *		Total For Check 134494		-	1,447.67	

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#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134495 101-336-925-720	Education	STATE OF MICHIGAN	FIRE INVESTIGATION 1 SCHOOL CAPT T Total For Check 134495	10/14/2019	10/09/19	850.00	134495
Check 134496 101-000-257-064	Reserve-Compliance Escro	STEFAN GRAZIANO	ESCROW REFUND 637 CLINTON 13-273 Total For Check 134496	637 CLINTON	10/09/19	1,000.00	134496
Check 134497 285-225-925-880	Heritage Days	Stefani Lawrence	Artwork for 2019 Cemetery Walk Total For Check 134497	1001191	10/09/19	150.00	134497
Check 134498 101-000-257-055	Reserve-Recreation Refun	Tammy Sears	Gazebo Refundable Deposit 9-21-201 Total For Check 134498	09212019	10/09/19	50.00	134498
Check 134499 285-225-925-860	Art Fair	TANGERINE MOON PRODUC	WSAF 2020 Downpayment Total For Check 134499	1022019	10/09/19	6,125.00	134499
Check 134500 101-200-825-395	Accumed	THE ACCUMED GROUP	Billing Fee (EMS), Billing Fee (Fi Total For Check 134500	23188	10/09/19	4,932.86	134500
Check 134501 101-325-750-223	Reserve Dinner Dance	The Wine Dotte Banque	Annual Dinner for the Wyandotte Re Total For Check 134501	E00756	10/09/19	1,055.31	134501
Check 134502 101-136-750-220	Operating Expenses	THIRD CIRCUIT COURT A	DISTRICT COURT MAGISTRATE COMPENSA Total For Check 134502	092019	10/09/19	615.79	134502
Check 134503 101-302-925-790	Miscellaneous	Thomas Shelby & Compa	DCD - Two Workstation Chairs Total For Check 134503	3735	10/09/19	3,040.00	134503
Check 134504 499-200-925-807	EXISTING BUSINESS STIMUL	TOTAL HEALTH FOODS	DDA Dollars Total For Check 134504	1032019	10/09/19	35.00	134504
Check 134505 732-000-231-080	Payroll W/H-Cancer Insur	TRANSAMERICA WORKSITE	CANCER INSURANCE SEPTEMBER 2019 Total For Check 134505	2503504275 09/	10/09/19	67.35	134505
Check 134506 101-301-750-220	Operating Expenses	TRANSUNION RISK AND A	Monthly Billing for Detective Bure Total For Check 134506	Sept. 2019	10/09/19	150.00	134506
Check 134507 101-750-850-550	SMART-Equipment/Maintena	TRINITY CARS INC	TAXI TOKENS Total For Check 134507	91746763	10/09/19	420.00	134507
Check 134509 101-756-750-225	Concession Supplies	US FOOD SERVICE	CONCESSION SUPPLIES Total For Check 134509	0511820	10/09/19	910.04	134509

Check 134510 ACCOUNTS PAYABLE DB: Wyandotte

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134510 101-336-750-221 101-440-750-221	Cellular Phones & Pagers Cellular Phones & Pagers	VERIZON WIRELESS VERIZON WIRELESS	INVOICE #9837448224 AUG 05 - SEPT AUGUST 11 - SEPTEMBER 10, 2019	942095991-00001 542088790-00001		125.12 54.60	134510 134510
			Total For Check 134510			179.72	
Check 134511 101-000-257-064	BCB19-0217 941 Elm	WANDA CROSSMAN	BD Bond Refund	BCB19-0217	10/09/19	1,000.00	134511
			Total For Check 134511			1,000.00	
Check 134512 101-301-925-770	Prisoner Transport/Holdi	WAYNE COUNTY ACCOUNTS	Jail Billings for April 2019	300404	10/09/19	5,320.00	134512
			Total For Check 134512			5,320.00	
Check 134513 101-000-257-064	Reserve-Compliance Escro	WAYNE METROPOLITAN CO	ESCROW REFUND 2121 BIDDLE 09-35	2121 BIDDLE	10/09/19	1,000.00	134513
			Total For Check 134513			1,000.00	
Check 134514 285-225-925-860	Art Fair	WESTERN STATES ARTS F	2020 WSAF Zapp Application Fee	1022019	10/09/19	1,100.00	134514
			Total For Check 134514			1,100.00	
Check 134515 525-750-925-840	Advertising	Y P	ADVERTISING	09162019	10/09/19	33.00	134515
			Total For Check 134515			33.00	
Check 134516 731-000-231-040	Payroll W/H-Credit Union	MICHIGAN LEGACY CREDI	PENSION CREDIT UNION	PENSION 10/15/1	10/15/19	975.00	134516
			Total For Check 134516			975.00	
Check 134517 731-000-394-020	Reserve-MSC Retired Bene	MUNICIPAL SERVICE	DMS HEALTH INS PENSION	PENSION 10/15/1	10/15/19	8,253.34	134517
			Total For Check 134517			8,253.34	
Check 134518 101-000-231-086	Pension Liability-DB (Em	CITY OF WYANDOTTE RET	POLICE DEF BENEFIT	P/R ENDING 10/1	10/16/19	586.59	134518
			Total For Check 134518			586.59	
Check 134519 101-000-231-030	P/R Deductions-Union Due	FOP LODGE 111	FOP LODGE 111	P/R ENDING 10/1	10/16/19	126.00	134519
			Total For Check 134519			126.00	
Check 134520 101-000-231-030	P/R Deductions-Union Due	IAFF LOCAL #356	IAFF LOCAL #356	P/R ENDING 10/1	10/16/19	1,361.20	134520
			Total For Check 134520			1,361.20	
Check 134521 101-000-231-087	Pension Liability-DC (Em	ICMA RETIREMENT CORPO	ICMA RETIREMENT CORPORATION # 1073	P/R ENDING 10/1	10/16/19	9,106.91	134521
101-000-231-088	Pension Liability-DC (Em	ICMA RETIREMENT CORPO	ICMA RETIREMENT CORPORATION # 1073	P/R ENDING 10/1	10/16/19	4,553.44	
499-000-231-087 499-000-231-088			ICMA RETIREMENT CORPORATION # 1073 ICMA RETIREMENT CORPORATION # 1073			207.08 103.55	
			Total For Check 134521			13,970.98	
Check 134522 101-000-231-087 101-000-231-088	Pension Liability-DC (Em Pension Liability-DC (Em	ICMA RETIREMENT CORPO ICMA RETIREMENT CORPO	ICMA RETIREMENT CORPORATION # 1072 ICMA RETIREMENT CORPORATION # 1072	P/R ENDING 10/1 P/R ENDING 10/1	10/16/19 10/16/19	12,372.25 6,186.16	
			Total For Check 134522		-	18,558.41	
ACCOUNTS PAYABLE							

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 134523 101-000-231-030	P/R Deductions-Union Due	MICHIGAN AFSCME COUNC	DPS UNION DUES	P/R ENDING 10/1	10/16/19	253.44	134523
			Total For Check 134523			253.44	
Check 134524 101-000-231-040	P/R Deductions-Credit Un	MICHIGAN EDUCATION SA	MICHIGAN EDUCATION SAVINGS PROGRAM	P/R ENDING 10/1	10/16/19	250.00	134524
			Total For Check 134524			250.00	
Check 134525 101-000-231-030	P/R Deductions-Union Due	POLICE OFFICERS ASSOC	POLICE OFFICERS ASSOCIATION OF MI	P/R ENDING 10/1	10/16/19	1,039.53	134525
			Total For Check 134525			1,039.53	-
Check 134526 101-000-231-070 101-000-231-070	P/R Deductions-Deferred P/R Deductions-Deferred		AXA TRUST ID# 0155496177 AXA TRUST ID# 0155496177	P/R ENDING 10/1 P/R ENDING 10/1		5,675.00 65.00	134526 134526
			Total For Check 134526			5,740.00	ı
Check 134527 101-000-231-030	P/R Deductions-Union Due	THIN BLUE LINE OF MIC	THIN BLUE LINE OF MICHIGAN	P/R ENDING 10/1	10/16/19	17.00	134527
			Total For Check 134527			17.00	l.
Check 134528		,	TOTAL FOL CHECK 19492,			1,,,,,,	
101-000-231-087	Pension Liability-DC (Em	VANTAGE POINT TRANSFE	VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/1		2,000.00	134528
101-000-231-088	Pension Liability-DC (Em		VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/1		2,000.00	134528
499-000-231-087 499-000-231-088	Pension Liability-DC (Em Pension Liability-DC (Em		VANTAGE GC & DPS RHS # 801908 VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/1 P/R ENDING 10/1		50.00 50.00	134528 134528
499-000-231-008	Fension Highling-De (Em	VANIAGE FOINT TRANSES		17R ERDING 2071		4,100.00	
			Total For Check 134528			4,100.00	
Check 134529 101-000-231-087	Pension Liability-DC (Em	VANTAGE POINT TRANSFE	VANTAGE POLICE AND FIRE RHS # 8031	P/R ENDING 10/1	10/16/19	1,446.70	134529
101-000-231-088	Pension Liability-DC (Em		VANTAGE POLICE AND FIRE RHS # 8031			1,446.70	134529
			Total For Check 134529		•	2,893.40	•
Check 134530							
101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFE	WILLIAM R LOOK	P/R ENDING 10/1	10/16/19	3,077.00	134530
			Total For Check 134530			3,077.00	
Check 5669 101-750-850-560	Memorial Park Improvemen	ABOVE ALL MASONRY & C	BASEBALL DUGOUT ROOF AT MEMORIAL	08052019	10/09/19	4,200.00	5669
			Total For Check 5669			4,200.00	
Check 5670							
101-750-925-780	Rentals (Seniors/PortaJo	ACEE DEUCEE PORTA CAN	GOLF COURSE PORTA CANS	100988	10/09/19	170.00	5670
			Total For Check 5670			170.00	
Check 5671					10 (00 (10		
202-440-825-460 492-200-825-460	Resurfacing Resurfacing		EE#12 2019 HMA RESURFACING PROGRAM EE#12 2019 HMA RESURFACING PROGRAM		10/09/19 10/09/19	59,376.08 62,122.27	5671 5671
152 200 025 100	Rebuttdering					121,498.35	,
			Total For Check 5671			121,490.33	
Check 5672 101-336-825-371	HTE Maintenance	ALADTEC INC	ONLINE EMPLOYEE SCHEDULING 10/1/19	2019-2735	10/09/19	2,620.00	5672
			Total For Check 5672			2,620.00	I
Check 5674						_,	
285-225-925-814	Fishing Derby/Kid's Expo	ALLEGRA MARKETING	Fishing Derby Posters	7925	10/09/19	65.30	5674
ALT FAINING GANARI F							

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5674 285-225-925-825 285-225-925-880	Christmas Parade Heritage Days	ALLEGRA MARKETING ALLEGRA MARKETING	Parade Posters Cemetery Walk Posters (75)	7961 7946	10/09/19 10/09/19	69.06 63.00	5674 5674
			Total For Check 5674			197.36	
Check 5675 101-136-725-190 101-303-725-190	Uniforms Uniforms	ALLIE BROTHERS UNIFOR ALLIE BROTHERS UNIFOR	UNIFORMS KUZIAK MIDC Storey - Uniform Boots	77149 77144	10/09/19 10/09/19	123.98 130.00	5675 5675
			Total For Check 5675		_	253.98	
Check 5676 101-215-750-220	Operating Expenses	AMERICAN LEGAL PUBLIS	Partial billing - Recodification S	0130482	10/09/19	9,500.00	5676
			Total For Check 5676			9,500.00	
Check 5677 101-440-750-220	Operating Expenses	AMERISCAN IMAGING SER	maintenance and support 10/01/19 t	2019194	10/09/19	7,026.00	5677
			Total For Check 5677			7,026.00	
Check 5678 281-000-257-050	Program Income-Reserve	ASTI ENVIRONMENTAL	734 HIGHLAND LEAD BASED PAINT INSP	34231H/034249	10/09/19	800.00	5678
			Total For Check 5678		_	800.00	
Check 5679 101-336-825-430 101-336-825-430 101-336-825-430	Auto Maintenance Auto Maintenance Auto Maintenance	AUTO-WARES INC AUTO-WARES INC AUTO-WARES INC	OIL CHANGE SUPPLIES A71 & A72 TUNE UP PARTS FOR 783 TUNE UP PARTS FOR 783	334-449189 334-450724 334-450725	10/09/19 10/09/19 10/09/19 10/09/19	14.08 13.26 77.29 49.36	5679 5679 5679 5679
101-336-825-490	Bldg & Equip Maintenance	AUTO-WARES INC	OIL CHANGE SUPPLIES A71 & A72	334-449190	10/09/19		5075
			Total For Check 5679			153.99	
Check 5680 101-336-750-220 101-336-750-222 101-448-825-432 101-448-825-432 101-756-825-420	Operating Expenses Medical/Rescue Supplies Garage-Equipment Mainten Garage-Equipment Mainten Bldg & Equip Maintenance	BAKERS GAS & WELDING BAKERS GAS & WELDING BAKERS GAS & WELDING BAKERS GAS & WELDING BAKERS GAS & WELDING	PROPANE MEDICAL OXYGEN STOCK OXYGEN CUTTING GAS DPS CYLINDER RENTAL SEPT 2019 CO2	09213289 01586078 01586080 09213232 09213010	10/09/19 10/09/19 10/09/19 10/09/19 10/09/19	33.26 129.04 41.41 163.40 44.82	5680 5680 5680 5680 5680
			Total For Check 5680		-	411.93	
Check 5681 101-448-825-432	Garage-Equipment Mainten	BELL EQUIPMENT COMPAN	STOCK WHEEL AND WHEEL STUDS FOR SW	0159940	10/09/19	516.37	5681
			Total For Check 5681			516.37	
Check 5682 677-301-825-320 677-336-825-320 677-440-825-320	Worker's Comp-Medical Fe Worker's Comp-Medical Fe Worker's Comp-Medical Fe	BROADSPIRE SERVICES I	LOSSE VALUED 09/01/2019- 09/30/20	210083484 210083484 210083484	10/09/19 10/09/19 10/09/19	250.90 617.66 1,255.65	5682 5682 5682
			Total For Check 5682			2,124.21	
Check 5683 101-750-750-227	Senior Citizen Education	CATHERINE ROWLEY	Paint Class Pay Ending 9-29-2019	09292019	10/09/19	100.00	5683
			Total For Check 5683		_	100.00	
Check 5684 101-301-825-395 101-301-825-395 101-302-925-790 101-302-925-790 ACCOUNTS PAYABLE	IT-Operation & Maintenan IT-Operation & Maintenan Miscellaneous Miscellaneous	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	Total Micro Slim SATA DVD+/-RW - I Command - LVO P330 I5-8500, LOGI M 10FT Displayport to VGA, 10ft Cabl VGA/DVI/HDMI Adapter - Dispatch	VBQ8124 VBQ9815 VCG0791 VCQ8682	10/09/19 10/09/19 10/09/19 10/09/19	33.99 823.83 313.97 113.39	5684 5684 5684 5684
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5684				VCR4665	10/09/19	380.61	5684
101-302-925-790	Miscellaneous	CDW GOVERNMENT INC	Tripp Lite 4Port DPort MST HUB	VCR4665 VCR8644	10/09/19	226,47	5684
101-302-925-790	Miscellaneous	CDW GOVERNMENT INC	1912AC Samsung Diapatah ng IVO M7150	TZC9502	10/09/19	525.92	5684
101-302-925-790	Miscellaneous	CDW GOVERNMENT INC	Dispatch - LVO M715Q	1209502			-
			Total For Check 5684			2,418.18	
Check 5685	MEDO AMONDAG	Christenber Begard	COURT APPOINTED ATTORNEY	061719	10/09/19	105.00	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	062719	10/09/19	375.00	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard Christopher Bogard	COURT APPOINTED ATTORNEY	091219	10/09/19	300.00	5685
101-136-825-229	MIDC ATTORNEYS MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	091119	10/09/19	450.00	5685
101-136-825-229 101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	091019	10/09/19	75.00	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	09262019	10/09/19	562.50	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	092719	10/09/19	75.00	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	100119	10/09/19	225.00	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	092019	10/09/19	168.75	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	091719	10/09/19	600.00	5685
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	091419	10/09/19	375.00	5685
			Total For Check 5685		_	3,311.25	•
Check 5686	MIDC ATTORNEYS	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	092419	10/09/19	300.00	5686
101-136-825-229	MIDC ATTORNETS	CHRISTOPHER R SHEMRE	Total For Check 5686	092123		300.00	•
Check 5687			Iotal For Check 5000			300.00	
101-303-750-261	Gasoline & Oil	CITY OF SOUTHGATE DEP	Fuel - September 2019	September 2019	10/09/19	221.89	5687
			Total For Check 5687			221.89	
Check 5688				1032019	10/09/19	250.00	5688
285-225-925-825 285-225-925-849	Christmas Parade Special Events-Misc	CONNIE ALICE LUSTIG CONNIE ALICE LUSTIG		1032019	10/09/19	500.00	5688
203 223 923 049	Special Evenes Mise	COMPENSION SOUTH	Total For Check 5688		-	750.00	-
Check 5689							
101-000-257-056	Reserve-Boat Ramp Operat	CONSTELLATION NEWENER	Gas Charges August 2019	2710805	10/09/19	7.20	5689
101-200-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	10.30	5689
101-301-825-930	Heat (Gas)	CONSTELLATION NEWENER	Gas Charges August 2019	2710805	10/09/19	38.11	5689
101-303-825-930	Heat (Gas)	CONSTELLATION NEWENER	Gas Charges August 2019	2710805	10/09/19	10.30	5689
101-303-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	4.73	5689
101-336-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	17,51	5689
101-448-825-930	Heat(Gas)		Gas Charges August 2019	2710805	10/09/19	7.20	5689
101-750-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	9.07	5689
101-750-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	13.79	5689
101-756-825-930	Heat (Gas)	CONSTELLATION NEWENER		2710805	10/09/19	1,940.40	5689
101-756-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	79.08	5689
101-800-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	2.47	5689
101-800-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	2.47	5689
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENER	Gas Charges August 2019	2710805	10/09/19	3.10	5689 5680
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENER	Gas Charges August 2019	2710805	10/09/19	9.07	5689 5690
525-750-825-930	Heat (Gas)		Gas Charges August 2019	2710805	10/09/19	1.86	5689
530-444-825-930	Heat(Gas)-Bank Bldg	CONSTELLATION NEWENER	Gas Charges August 2019	2710805	10/09/19	10.92	5689
Charle FGCC			Total For Check 5689			2,167.58	
Check 5690 101-448-750-261	Garage-Gasoline & Oil	CORRIGAN OIL CO	GASOLINE DPS PRICE PER GALLON 1.8	6901211-IN	10/09/19	7,237.25	5690
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5690 101-448-750-261 101-448-750-261	Garage-Gasoline & Oil Garage-Gasoline & Oil	CORRIGAN OIL CO CORRIGAN OIL CO	DIESEL FUEL DPS PRICE PER GALLON FUEL FOR GOLF COURSE	6901205-IN 6893810-IN	10/09/19 10/09/19	8,191.21 1,432.80	5690 5690
			Total For Check 5690		-	16,861.26	
Check 5691 101-750-750-220	Operating Expenses	CROWN TROPHY	SALAMONE PLAQUE	19433	10/09/19	162.00	5691
101-750-750-220	Softball Program	CROWN TROPHY	SOFTBALL TROPHIES	19424	10/09/19	170.00	5691
101-750-825-490	Field Maintenance & Supp	CROWN TROPHY	MEMORIAL PLATE REPLACEMENT FOR ART	19467	10/09/19	162.00	5691
285-225-925-822	Merchandise (Souvenirs)	CROWN TROPHY	Ribbons	19486	10/09/19	990.00	5691 5691
285-225-925-825	Christmas Parade	CROWN TROPHY	Christmas Parade 2019 Award Blue and Gold Awards	19505 19499	10/09/19 10/09/19	105.00 720.00	5691 5691
285-225-925-849	Special Events-Misc Operating Expenses	CROWN TROPHY CROWN TROPHY	GOLF CITY CHAMPIONSHIP PLATE	19499	10/09/19	9.00	5691
525-750-750-220	operating Expenses	CROWN IROPHI	Total For Check 5691	20,000	-	2,318.00	
			IOLAI FOI CHECK JOJI			-,	
Check 5692 101-136-825-229	MIDC ATTORNEYS	D. C. LAW PLLC	COURT APPOINTED ATTORNEY	092419	10/09/19	350.00	5692
101-136-825-229	MIDC ATTORNEYS	D. C. LAW PLLC	COURT APPOINTED ATTORNEY	091919	10/09/19	187.50	5692
			Total For Check 5692		_	537.50	
Check 5693							
285-225-925-826	4th of July Parade	DAVID FULLER	Computer SE	1032019	10/09/19	999.99	5693 5693
285-225-925-826	4th of July Parade	DAVID FULLER	Jazzy Mouse SE Office MS1912345637SE	10320192 MS1912345637-SE	10/09/19 10/09/19	79.99 399.99	5693
285-225-925-860 285-225-925-860	Art Fair Art Fair	DAVID FULLER DAVID FULLER	WSAF Website Renewal	20293650	10/09/19	79.98	5693
203 223 323 000			Total For Check 5693		-	1,559.95	
Check 5694							
101-136-825-229	MIDC ATTORNEYS	David Michael Bogard	COURT APPOINTED ATTORNEY	09319	10/09/19	112.50	5694
101-136-825-229	MIDC ATTORNEYS	David Michael Bogard	COURT APPOINTED ATTORNEY	092619	10/09/19	562.50 168.75	5694 5694
101-136-825-229	MIDC ATTORNEYS	David Michael Bogard	COURT APPOINTED ATTORNEY	09202019	10/09/19		5094
			Total For Check 5694			843.75	
Check 5695			REPAIRS TO VP 7-7 VIN 1GNLC23EC7FR	57225	10/09/19	56.15	5695
101-448-825-430 101-448-825-430	Garage-Police Vehicle Ma Garage-Police Vehicle Ma	DICK GENTHE CHEVROLET DICK GENTHE CHEVROLET		49436	10/09/19	79.95	5695
101-448-825-430	Garage-Police Vehicle Ma	DICK GENTHE CHEVROLEI			10/09/19	60.50	5695
101-448-825-430	Garage-Police Vehicle Ma		OIL COOLER LINES FOR VP 7-3 VIN 1G		10/09/19	73.34	5695
			Total For Check 5695		-	269.94	
Check 5696	_			0916-092619	10/09/19	796.50	5696
101-440-825-490	C of C Inspectors	DOUGLAS SCOTT THOMAS	Inspection	0916-092619			2020
			Total For Check 5696			796.50	
Check 5697 101-301-825-431	Vehicle Cleaning	DOWNRIVER AUTO DETAIL	Silver Dodge Charger - Interior On	31260	10/09/19	95.00	5697
	-		Total For Check 5697		-	95.00	
Check 5698							
101-325-725-190	Uniforms	DOWNRIVER OFFICE	Reserve Hat Badge, name plate, ret	21551	10/09/19	247.00	5698
402-301-850-530	Vehicles	DOWNRIVER OFFICE	New Door Shields for the Patrol Fl	21571	10/09/19	1,000.00	5698
			Total For Check 5698			1,247.00	
Check 5699			TRATING OF ANTIMUTATION	10-18386	10/09/19	620.00	5699
499-200-850-539	Beautification Commissio Beautification Commissio		FALL MUM PLANTING FALL WRAP AROUND BASKETS	10-18386	10/09/19	1,580.00	5699
499-200-850-539 ACCOUNTS PAYABLE	Beautification Commissio	ROVERI 9 GREENHOOSE I	LTTL WINT VINOUT TUTLE	10 10001	_0,02,12	_,	
ACCOUNTS PATABLE							

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#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5699					-		-
			Total For Check 5699			2,200.00	
Check 5700 590-200-926-210	Supplies	EJ USA, INC.	21 CATCH BASIN FRAMES	110190078886	10/09/19	4,925.15	5700
			Total For Check 5700		-	4,925.15	
Check 5701 492-200-850-519	Land Purchases	ENVIRONMENTAL CONSULT	1213 GROVE WYANDOTTE	194217	10/09/19	165.00	5701
			Total For Check 5701		-	165.00	•
Check 5702 530-444-825-220 530-444-825-220	Operating Expenses-Bank Operating Expenses-Bank	EXPERT MECHANICAL SER EXPERT MECHANICAL SER	PREVENTATIVE MAINTENANCE COUNTER SALES: PROVIDE 1 CRANK CA	49510 49536	10/09/19 10/09/19	1,195.00 39.71	5702 5702
			Total For Check 5702		-	1,234.71	-
Check 5703 101-303-825-220 101-303-825-220	Operating Expenses Operating Expenses	FEED RITE PET SHOP & FEED RITE PET SHOP &	Scamp, Adult Purina One, Kitten Pu Scamp	394640 394646	10/09/19 10/09/19	422.83 131.88	5703 5703
			Total For Check 5703		-	554.71	-
Check 5704 101-303-825-430	Equipment/Vehicle Mainte	FIRE EQUIPMENT COMPAN	DCAC Service 10# Dry Chemical Exti	113255	10/09/19	70.00	5704
			Total For Check 5704		-	70.00	•
Check 5705 101-325-750-220	Operating Expenses	Fully Promoted/Embroi	Reserves - Remove & Replace Patche	36525	10/09/19	365.00	5705
			Total For Check 5705			365.00	
Check 5706 492-200-850-545	Sewer Construction	G V CEMENT	EE#4 2019 SANITARY SEWER REPAIRS	SEWER REPAIR	10/09/19	69,237.36	5706
			Total For Check 5706			69,237.36	
Check 5707 101-440-825-490	C of C Inspectors	GENE H STEPHENS	Inspections	0916-092919	10/09/19	610.00	5707
			Total For Check 5707		_	610.00	-
Check 5708 101-000-257-090	Reserve-Vintage BB (Y&.	GERALD HAYNES	Items Purchased for Home Classic a	082419	10/09/19	274.13	5708
			Total For Check 5708		· -	274.13	•
Check 5709 101-336-750-220	Operating Expenses	GLIDER WHOLESALE SUPP	JANITORIAL SUPPLIES	67284	10/09/19	93.30	5709
			Total For Check 5709		-	93.30	-
Check 5710 499-200-925-807	EXISTING BUSINESS STIMUL	GLOW FISH	DDA Dollars	1032019	10/09/19	150.00	5710
			Total For Check 5710			150.00	
Check 5711 290-448-825-490	Recycling Coll/Tip	GOLDEN REFRIGERANT	FERON EVCAUATION DPS	53759	10/09/19	448.50	5711
			Total For Check 5711		-	448.50	-
Check 5712 101-136-825-229 101-136-825-229	MIDC ATTORNEYS MIDC ATTORNEYS	GOLDPAUGH & ASSOCIATE GOLDPAUGH & ASSOCIATE	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY	092419 091919	10/09/19 10/09/19	281.25 262.50	5712 5712

ACCOUNTS PAYABLE

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5712 101-136-825-229 101-136-825-229 101-136-825-229	MIDC ATTORNEYS MIDC ATTORNEYS MIDC ATTORNEYS	GOLDPAUGH & ASSOCIATE	COURT APPOINTED ATTORNEY	091219 092619 09172019	10/09/19 10/09/19 10/09/19	225.50 300.00 243.75 1,313.00	5712 5712 5712
Check 5713 101-448-750-210 101-448-750-210 101-448-825-432	Office Supplies Office Supplies Garage-Equipment Mainten	GRAINGER GRAINGER GRAINGER	Total For Check 5712 MISC OFFICE SUPPLES MANILA FOLDERS WATER PUMP FOR DDA GATOR	9295039797 9296240741 9298166415	10/09/19 10/09/19 10/09/19	284.75 48.51 109.17 442.43	5713 5713 5713
Check 5714 285-225-925-825 285-225-925-849	Christmas Parade Special Events-Misc	GROSSE ILE LAWN SPRIN GROSSE ILE LAWN SPRIN		1980 1980	10/09/19 10/09/19	700.00 700.00 1,400.00	5714 5714
Check 5715 101-301-825-436	Car Washes	H & H AUTO WASH	Car Washes 8/29/19 thru 9/28/19	100119	10/09/19	218.00	5715
Check 5716 402-301-850-530	Vehicles	HERKIMER RADIO SERVIC	Total For Check 5715 Installation of Equipment into new Total For Check 5716	22321	10/09/19	2,538.35	5716
Check 5717 101-800-750-211	Office Supplies-Special	HIGHLIGHT PRINT SOLUT		96433	10/09/19	148.98	5717
Check 5718 101-448-825-432	Garage-Equipment Mainten	J & R TRACTOR	PARTS FOR VPS 124 VIN 16030925 AND Total For Check 5718	97043	10/09/19	402.48	5718
Check 5719 101-750-825-430 101-756-825-430	Contractual Services Contractual Services	J C EHRLICH J C EHRLICH	PEST CONTROL FOR REC BUILDING PEST CONTROL FOR YACK	4382538 4192041	10/09/19 10/09/19	46.00 58.00 104.00	5719 5719
Check 5720 101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	Total For Check 5719 Plan Reviews Total For Check 5720	0916-092919	10/09/19	693.00	5720
Check 5721 101-440-825-490	C of C Inspectors	JEFFERY CARLEY	Inspections Total For Check 5721	0916-092919	10/09/19	1,156.00	5721
Check 5722 101-301-825-430 101-301-825-430	Equipment Maintenance Equipment Maintenance		Blackhawk SGL PT Sling - for patro Magpul Mbus Pro Back-Up Sight-Rear		10/09/19 10/09/19	77.58	5722 5722
Check 5723 101-448-750-240 101-448-750-242	Parks-Operating Expenses Parks-Equipment	LECKLER'S INC LECKLER'S INC	Total For Check 5722 Supplies for Parks operations Blowers for Parks Total For Check 5723	204243 204240	10/09/19 10/09/19	273.78 588.15 711.92 1,300.07	5723 5723

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#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5724 590-200-926-310 590-200-926-310	Operation,Maintenance & Operation,Maintenance &	LIQUI-FORCE SERVICES LIQUI-FORCE SERVICES	EE#1 2019 SANITARY SEWER SLIP LIN EE#2 2019 SANITARY SEWER SLIP LINI	SEWER SLIP LINI SEWERS	10/09/19 10/09/19	153,424.35 115,812.45	5724 5724
			Total For Check 5724			269,236.80	
Check 5725 101-448-825-432	Garage-Equipment Mainten	METRO AIRPORT TRUCK	DRIVE LINE PARTS FOR VPS 170 VIN 2	350060	10/09/19	53.40	5725
			Total For Check 5725			53.40	
Check 5726 101-756-825-420 101-756-825-420	Bldg & Equip Maintenance Bldg & Equip Maintenance	MI CUSTOM SIGNS MI CUSTOM SIGNS	DASHERS - BROWNING & WYANDOTTE CAB DASHER ADS	17783 17893	10/09/19 10/09/19	243.00 223.00	5726 5726
			Total For Check 5726			466.00	
Check 5727 202-440-825-460 203-440-825-460 492-200-825-460 492-200-825-460	Resurfacing Resurfacing Resurfacing Resurfacing	MICHIGAN JOINT SEALIN MICHIGAN JOINT SEALIN MICHIGAN JOINT SEALIN MICHIGAN JOINT SEALIN	EE#5 BITUMINOUS JOINT & CRACK SEA EE#5 BITUMINOUS JOINT & CRACK SEA	JOINT/CRACK SEA JOINT/CRACK SEA	10/09/19 10/09/19	40,361.87 118,053.22 27,943.86 68,326.72	5727 5727 5727 5727 5727
			Total For Check 5727			254,685.67	
Check 5728 499-200-926-610	Streetscape Maintenance	MOOSE & SQUIRREL	Mums Parking Lot #9 Fire and Flann	1762529	10/09/19	171.00	5728
			Total For Check 5728			171.00	
Check 5729 499-200-850-520 499-200-850-542	Viaduct Maintenance Fort St Sign/Fountain/Pu	P & P LANDSCAPING LLC P & P LANDSCAPING LLC	3/3 Viaduct Landscpaing and Mainte Fort Eureka Sign Maintenance	8389 8388	10/09/19 10/09/19	48,279.24 1,229.16	5729 5729
			Total For Check 5729			49,508.40	
Check 5730 101-440-750-210 101-440-750-210 101-440-750-210 101-448-750-210	Office Supplies Office Supplies Office Supplies Office Supplies	PARAGRAFIX PARAGRAFIX PARAGRAFIX PARAGRAFIX	BUSINESS CARDS 500 - SCOTT POLING NOTICE LABELS (2000) BUSINESS CARDS (500) MICHAEL TURIN RECEIPT BOOKS	17789 17734 17704 17726	10/09/19 10/09/19 10/09/19 10/09/19	56.00 210.89 56.00 694.85	5730 5730 5730 5730
			Total For Check 5730			1,017.74	
Check 5731 101-136-825-331	Prosecutorial Services	PENTIUK COUVREUR & KO	Prosecutorial Services	October 2019	10/09/19	2,500.00	5731
			Total For Check 5731			2,500.00	
Check 5732 101-840-750-220	Operating Expenses	PURE DATA SERVICES, L	special election purge	3512	10/09/19	50.00	5732
			Total For Check 5732			50.00	
Check 5733 101-440-825-490	C of C Inspectors	RONALD E KEEHN	Inspections	0916-092919	10/09/19	311.00	5733
			Total For Check 5733			311.00	
Check 5734 101-301-750-220 101-303-825-220	Operating Expenses Operating Expenses	SAM'S CLUB SAM'S CLUB	Storage Rack DCAC - Misc. Supplies	000000 9730	10/09/19 10/09/19	149.98 149.94	5734 5734
			Total For Check 5734			299.92	
Check 5735 101-756-825-430	Contractual Services	SERV-ICE REFRIGERATIO	OIL AND FILTERS	YM241581	10/09/19	1,467.26	5735
STOUGH R DANAD &							

ACCOUNTS PAYABLE

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#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5735							1
			Total For Check 5735			1,467.26	
Check 5736 101-448-750-231	Const-Signage,Striping,B	SHERWIN WILLIAMS	White paint for parking lots	8223-0	10/09/19	331.35	5736
101-440-750-251	const bighage/stilping/s		Total For Check 5736		_	331.35	I
Check 5737						10.00	
101-448-825-432	Garage-Equipment Mainten	SHRADER TIRE & OIL	SCRAP TRIE DISPOSAL	442460-00	10/09/19 10/09/19	10.00 233.95	5737 5737
101-448-825-432	Garage-Equipment Mainten	SHRADER TIRE & OIL	TIRE REPAIR DPS	440196-00 440389-00	10/09/19	433.31	5737
101-448-825-432	Garage-Equipment Mainten	SHRADER TIRE & OIL SHRADER TIRE & OIL	TIRE REPAIR DPS CREDIT	440309-00	10/09/19	(90.00)	5737
101-448-825-432	Garage-Equipment Mainten Garage-Equipment Mainten	SHRADER TIRE & OIL	TIRE REPAIR	442841-00	10/09/19	571.42	5737
101-448-825-432 101-448-825-432	Garage-Equipment Mainten	SHRADER TIRE & OIL	TIRE REPAIR	442874-00	10/09/19	457.42	5737
101-448-825-432	Garage-Equipment Mainten	SHRADER TIRE & OIL	TIRE REPAIR	442878-00	10/09/19	447.42	5737
			Total For Check 5737		-	2,063.52	I
Check 5738				2.401	10 (00 (10	240.00	5726
101-448-825-483	Contracted Grass Cutting Contracted Grass Cutting	Skarzynski's Landscap	High Grass Complaint Cuts High Grass Violation Cuts	0421 0423	10/09/19 10/09/19	340.00 175.00	5738 5738
101-448-825-483	Contracted Grass Cutting	Skalzynski s Landscap	Total For Check 5738	0120		515.00	
Check 5739			iotal For check 5750			010100	
101-336-750-222	Medical/Rescue Supplies	STERICYCLE INC	HAZARDOUS WASTE	4008854841	10/09/19	305.47	5739
			Total For Check 5739			305.47	
Check 5740 101-440-750-210	Office Supplies	SURVEY INSTRUMENT SAL	EXTERIOR CLEAN-CALIBRATE	1	10/09/19	65.00	5740
			Total For Check 5740		-	65.00	
Check 5741				600 <b>60</b>	10 (00 (10	405 00	E 7 4 1
101-448-750-270	Building Maintenance	TEMPERATURE CONTROL		62960	10/09/19	495.00	5741
			Total For Check 5741			495.00	
Check 5742 101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize/Daniel, Dewey, Jimi, Kon	1816259	10/09/19	480.00	5742
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Partial payment - Sterilize - Ford	1812352	10/09/19	90.00	5742
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC		1814622	10/09/19	348.00	5742
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize/Alexis, Max, Ruby	1814644	10/09/19	250.00	5742
			Total For Check 5742		-	1,168.00	
Check 5743				001 (10, 000 (10)	10/00/10	CO1 00	6743
101-440-825-490	C of C Inspectors	THOMAS P KERR	Inspections	091619-092619	10/09/19	601.00 444.00	5743 5743
101-440-825-491	Electrical Inspectors	THOMAS P KERR	Inspections	091619-092619	10/09/19		J/4J
			Total For Check 5743			1,045.00	
Check 5744 101-440-825-492	Plumbing Inspectors	TIMOTHY THOMPSON	Inspection	0916-092919	10/09/19	735.00	5744
101-440-825-492	Mechanical Inspectors	TIMOTHY THOMPSON	Inspection	0916-092919	10/09/19	857.50	5744
			Total For Check 5744		-	1,592.50	I
Check 5745					10 (00 (10	102 15	E 7 4 6
101-448-825-432	Garage-Equipment Mainten	TOP VALUE AUTOMOTIVE	MUFFLER REPAIR FOR VPS 21A VIN 1FT	13/4052	10/09/19	493.45	5745
			Total For Check 5745			493.45	

#### Check 5746

ACCOUNTS PAYABLE

User: dbrowning DB: Wyandotte

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5746 101-448-750-270 492-200-850-519	Building Maintenance Land Purchases	TTL ASSOCIATES INC. TTL ASSOCIATES INC.	ASBESTOS SAMPLING 1872801 DESANA C 1213 GROVE REMEDIATION SERVICES	1872801-01 915808-04	10/09/19 10/09/19	800.00 4,648.75	5746 5746
			Total For Check 5746		_	5,448.75	
Check 5747 590-200-926-310 590-200-926-310	Operation,Maintenance & Operation,Maintenance &	UNITED RESOURCES LLC UNITED RESOURCES LLC	EE#27 CLEANING AND TELEVISING EXIS EE#28 CLEANING AND TELEVISING EXIS	SEWERS SEWERS	10/09/19 10/09/19	54,665.61 17,683.11	5747 5747
	• •		Total For Check 5747		-	72,348.72	
Check 5748 101-301-825-420 530-444-825-215	Cleaning-Building Cleaning-Bank Bldg	VETERAN'S CLEANING VETERAN'S CLEANING	Janitorial Services - Sept. 1, 201 INTERIOR OFFICE CLEANING SEPTEMBER		10/09/19 10/09/19	4,097.84 4,740.00	5748 5748
			Total For Check 5748		_	8,837.84	
Check 5749 101-440-825-490 101-440-825-491	C of C Inspectors Electrical Inspectors	WALTER CZARNIK WALTER CZARNIK	Inspections Inspections	0916-092919 0916-092919	10/09/19 10/09/19	1,059.00 1,176.50	5749 5749
			Total For Check 5749			2,235.50	
Check 5750 101-209-825-345	DCA-Contractual Services	WCA ASSESSING LLC	Contractual Assessing Services	WCA09172019	10/09/19	15,957.16	5750
			Total For Check 5750		-	15,957.16	
Check 5751 101-448-750-210 101-448-750-220	Office Supplies Sanitation-Operating Exp		SHOP TOWELS AND OFFICE SUPPLIES SHOP TOWELS AND OFFICE SUPPLIES	172011 172011	10/09/19 10/09/19	216.96 240.27	5751 5751
			Total For Check 5751			457.23	
Check 5752 101-448-750-231	Const-Signage,Striping,B	WENSCO SIGN SUPPLY	Tru Vis VG2 Printer/Cutter for DPS	1778680-1	10/09/19	21,749.82	5752
			Total For Check 5752			21,749.82	
Check 5753 101-448-825-430 101-448-825-430 101-448-825-430 101-448-825-430 101-448-825-430 101-448-825-430	Garage-Police Vehicle Ma Garage-Police Vehicle Ma Garage-Police Vehicle Ma Garage-Police Vehicle Ma Garage-Police Vehicle Ma	WINDER POLICE EQUIPME WINDER POLICE EQUIPME	CUP HOLERS FOR TAHOES STOCK LIGHTS STOCK STOCK SPOTLIGHTS LIGHT BAR FOR VP 7-22 VIN 1GNLC2E0	191600 191766 191852 192145 151005	10/09/19 10/09/19 10/09/19 10/09/19 10/09/19	68.34 37.00 268.50 39.00 579.00	5753 5753 5753 5753 5753 5753
			Total For Check 5753			991.84	
Check 5754 101-448-825-432	Garage-Equipment Mainten	WOLVERINE TRUCK SALES	DRIVE LINE PARTS FOR VPS 170 VIN 2	1170675	10/09/19	597.44	5754
			Total For Check 5754		-	597.44	
Check 5755 101-800-750-270 101-800-750-270	Bldg. Maint. and Sup Bldg. Maint. and Sup	WYANDOTTE ALARM CO WYANDOTTE ALARM CO	Commercial Fire Monitoring - Museu Commercial Alarmnet One Way Radio		10/09/19 10/09/19	75.00 195.30	5755 5755
			Total For Check 5755			270.30	
Check 5756 590-200-926-310	Operation,Maintenance &	ADVANTAGE PEST CONTRO	TOTAL CITY RAT SERVICE AUGUST 2019	AUGUST 2019 CIT	10/09/19	3,350.00	5756
	- ·		Total For Check 5756		-	3,350.00	
Check 5757 101-000-654-000	Receipts-Yack Concession	STATE OF MICHIGAN TRE	SALES TAX STATE OF MICHIGAN	SEPTEMBER 2019	10/15/19	124.13	5757
ACCOUNTS PAYABLE							

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 5757 525-750-925-770	Taxes	STATE OF MICHIGAN TRE	SALES TAX STATE OF MICHIGAN	SEPTEMBER 2019	10/15/19	209.54	5757
			Total For Check 5757			333.67	
Check 5758 731-000-228-021 732-000-228-021	Due to State-W/H Due to State-W/H Tax (GC	STATE OF MICHIGAN TRE STATE OF MICHIGAN TRE	STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY	PENSION 10/15/1 PENSION 10/15/1		11,311.65 22.30	5758 5758
			Total For Check 5758			11,333.95	
Check 5759	Due to Federal-Income Ta	U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 10/15/1	10/15/19	60,978.05	5759
731-000-228-024 732-000-228-024	DUE TO FEDERAL-W/H TAX	U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 10/15/1		349.44	5759
			Total For Check 5759			61,327.49	
Check 5760 101-000-227-000	Due to Public Library	BACON MEMORIAL LIBRAR	TAX DIST LIBRARY SUMMER	SUMMER 2019	10/14/19	57,433.32	5760
101 000 22, 000			Total For Check 5760			57,433.32	
Check 5761				SUMMER 2019	10/14/19	237,336.84	5761
101-000-223-000 101-000-224-000	Due to County Due to RESA		TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY	SUMMER 2019 SUMMER 2019	10/14/19	4,050.74	5761
101-000-224-024	Due to RESA - Enhancemen		TAX DIST WAYNE COUNTY	SUMMER 2019	10/14/19	84,036.99	5761
101-000-226-000	Due to Special Education		TAX DIST WAYNE COUNTY	SUMMER 2019	10/14/19	141,510.47	5761
101-000-228-000	Due to State (SET)	OFFICE OF THE WAYNE C	TAX DIST WAYNE COUNTY	SUMMER 2019	10/14/19	252,116.63	5761
			Total For Check 5761			719,051.67	
Check 5762	DUE TO WYAN SCHOOL BOARD	COUDOI DISTRICT OF TH	TAX DIST SCHOOL DISTRICT	SUMMER 2019	10/14/19	189,514.01	5762
101-000-225-000 101-000-225-0 <b>2</b> 5	Due to Wyan School Board		TAX DIST SCHOOL DISTRICT	SUMMER 2019	10/14/19	126,056.65	5762
101 000 220 020	bae eo nyan bonoor board		Total For Check 5762			315,570.66	
Check 5763							
101-000-228-010	Due to FICA/Medicare		INTERNAL REVENUE SERVICE	P/R ENDING 10/1		9,325.93	5763
101-000-228-010	Due to FICA/Medicare		INTERNAL REVENUE SERVICE	P/R ENDING 10/1		19,195.48 277.08	5763 5763
499-000-228-010	Due to FICA/Medicare		INTERNAL REVENUE SERVICE	P/R ENDING 10/1 P/R ENDING 10/1		64.81	5763
499-000-228-010	Due to FICA/Medicare Due to Social Security	INTERNAL REVENUE SERV	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE	P/R ENDING 10/1 P/R ENDING 10/1		80.00	5763
525-000-228-010 525-000-228-010	Due to Social Security		INTERNAL REVENUE SERVICE	P/R ENDING 10/1		342.40	5763
525 000 220 010	bac to bocaar becarry		Total For Check 5763			29,285.70	
Check 5764							
101-000-231-070	P/R Deductions-Deferred	MASSMUTUAL FINANCIAL	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 10/1		3,548.10	5764
101-000-231-070	P/R Deductions-Deferred	MASSMUTUAL FINANCIAL	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 10/1		545.00 3.43	5764 5764
499-000-231-070	P/R Deductions-Deferred	MASSMUTUAL FINANCIAL	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 10/1	10/16/19		5704
			Total For Check 5764			4,096.53	
Check 5765 101-000-228-021	Due to State-W/H Tax (GC	STATE OF MICHIGAN TRE	STATE OF MICHIGAN TREASURY	P/R ENDING 10/1	10/16/19	11,966.76	5765
499-000-228-021	Due to State-W/H Tax (GC		STATE OF MICHIGAN TREASURY	P/R ENDING 10/1	10/16/19	61.66	5765
525-000-228-021	State Tax W/H-General Ci	STATE OF MICHIGAN TRE	STATE OF MICHIGAN TREASURY	P/R ENDING 10/1	10/16/19	99.79	5765
			Total For Check 5765			12,128.21	
Check 5766 101-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 10/1	10/16/19	29,179.46	5766
499-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 10/1		88.72	5766
525-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 10/1		164.02	5766
ACCOUNTS PAYABLE							

Check 5766			Total For Check 5766		_	29,432.20
GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check
10/16/2019 10:40 User: dbrowning DB: Wyandotte	АМ		DISTRIBUTION REPORT FOR CITY OF WYANDOT CK RUN DATES 10/05/2019 - 10/16/2019 JOURNALIZED PAID BANK CODE: CLAIM	TE	Page	e: 19/20

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# **REPORTS & MINUTES**

## Approved as of 10/15/2019

### **CITY OF WYANDOTTE**

### MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, August 20, 2019 at 8:51 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Larry Garmo, Stephanie Badalamenti, Todd Drysdale, Charles Mix, Paul LaManes, Joe Maher and Al Sliwinski

BOARD MEMBERS ABSENT: Melissa Armatis (Excused)

### Minutes of Previous Meeting (March 19, 2019)

The minutes of the meeting of March 19, 2019, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Sliwinski. The motion passed unanimously with no objections.

### Presentations/Persons in Attendance – None

### Communications/Resolutions -

(1) Resolution by the Wyandotte Brownfield Redevelopment Authority Approving a Brownfield Plan

### **Brownfield Redevelopment Plan No. 22**

Site Identification: 166 Oak Street & 135 Chestnut Street, City of Wyandotte, Downtown Development Authority District, Wayne County, Michigan

### Dated: August 20, 2019

Pursuant to and in accordance with the provisions of Act 381 of the Public Acts of the State of Michigan, 1996, as amended:

WHEREAS, the Consultants from PM Environmental (the "Consultants"), pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared the Brownfield Redevelopment Plan for Site No. 22 (the "Plan") pursuant to and in accordance with Section 13 of the Act, to be carried out with the Downtown Development Authority District (the "District") located in the City of Wyandotte; and

WHEREAS, the Wyandotte Brownfield Redevelopment Authority (the "Authority") has reviewed the Plan and supports approval of the entire cost of demolition, site remediation, site preparation and public infrastructure improvements identified in the Plan because said expenses will primarily be funded with mileages and tax capture subject to approval by the Michigan Economic Development Corporation (MEDC) which allows reimbursement up to the full cost of said expenses; and WHEREAS, as a result of its review of the Plan, the Authority desires to proceed with approval of the Plan; and

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. FINDINGS. The Authority makes the following determinations and findings:
  - A. The Plan for Site No. 22 constitutes a public purpose of the Act;
  - B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
  - C. The proposed method of financing the costs of the eligible activities as described in the Plan, are feasible;
  - D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
  - E. The amount of captured taxable value estimated by the Plan for Site No. 22 is reasonable.
- 2. PLAN APPROVED. Pursuant to the authority vested in the Authority by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, Plan. No. 22 is hereby approved contingent on the passage of an approval resolution by the Wyandotte City Council.
- 3. SEVERABILITY. Should any section, clause or phrase of this resolution be declared by the Courts to be invalid the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

BE IT FURTHER RESOLVED THAT the Authority further requests publishing public hearing notices regarding the Plan, providing notice to all taxing jurisdictions subject to capture and the appropriate State of Michigan agencies, providing a copy of the Plan, and that City Council conduct a public hearing, all in accordance with applicable law.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Maher

SUPPORTED BY MEMBER: Sliwinski

YEAS	MEMBER		NAYS
X X X X X X X X X	Armatis Badalamenti Drysdale Garmo LaManes Maher Mix Sliwinski		
		ABSTAIN:	
		ABSENT:	ARMATIS

7 Yeas; 0 Nays; 0 Abstention(s)

**Motion Passes.** 

(2) Communication from Todd Drysdale, City Administrator regarding the proposed FY2020 BRDA budget. The BRDA Board made a detailed review of the FY2020 Budget, Chairman Mix noted the procedural nature of the BRDA budget with revenues and expenditures limited to captured taxes.

# Resolution by the Wyandotte Brownfield Redevelopment Authority (BRDA) recommending approval by the Wyandotte City Council of the FY2020 BRDA budget.

# Dated: August 20, 2019

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority (BRDA) has received a recommendation for funding from the BRDA Consolidated Budget for FY2020, and

WHEREAS, discussion ensued by the BRDA Board regarding the recommended budget for FY2020; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Brownfield Redevelopment Authority recommending approval by the Wyandotte City Council of the fiscal 2020 BRDA Consolidated Budget.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Drysdale

SUPPORTED BY MEMBER: Badalamenti

<u>YEAS</u>	MEMBER	<u>NAYS</u>
	Armatis	
X	Badalamenti	
X	Drysdale	
X	Garmo	
X	LaManes	
X	Maher	
X	Mix	
X	Sliwinski	

ABSTAIN: None

ABSENT: Armatis (Excused)

\_7\_Yeas; <u>0</u> Nays; <u>0</u> Abstention(s).

Motion X passes; \_\_\_\_\_fails

Other/Old Business - None

Late Items - None

#### Next Meeting

The next meeting of the BRDA Board will be held Tuesday, September 17th, 2019 at 8:30 AM.

#### Adjournment

The BRDA meeting was adjourned at 9:22 AM through a motion by Member Sliwinski, supported by Member Badalamenti. Motion passed with no objections.

Paul L. LaManes, Secretary

#### Approved as of 10/15/2019

#### **CITY OF WYANDOTTE**

#### MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, August 20, 2019 at 8:34 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Todd Drysdale, Joe Maher, Charles Mix, Stephanie Badalamenti, Paul LaManes, Al Sliwinski and Larry Garmo

BOARD MEMBERS ABSENT: Melissa Armatis (Excused)

#### Minutes of Previous Meeting (March 19th, 2019)

The minutes of the regular meeting of March 19, 2019, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Maher. The motion passed unanimously with no objections.

#### Presentations/Persons in Attendance - None

#### **Communications/Resolutions**

Communication from Todd Drysdale, City Administrator regarding the proposed FY2020 TIFA budget. The TIFA Board made a detailed review of the FY2020 Budget, Chairman Mix noted funding of roads, land acquisition and recreation. Questions were asked and answered regarding additional pickleball courts due to greater than expected use, marina status and requested projects not approved for the Police Station/Court Roof and new Rec Department building.

# Resolution by the Wyandotte Tax Increment Finance Authority (TIFA) recommending approval by the Wyandotte City Council of the FY2020 TIFA budget.

#### Dated: August 20, 2019

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) has received a recommendation for funding from the TIFA Consolidated Budget for FY2020, and

WHEREAS, discussion ensued by the TIFA Board regarding the recommended budget for FY2020; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Tax Increment Finance Authority recommending approval by the Wyandotte City Council of the fiscal 2020 TIFA Consolidated Budget.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Badalamenti

SUPPORTED BY MEMBER: Sliwinski

YEAS	MEMBER	NAYS
	Armatis	
X	Badalamenti	
X	Drysdale	
X	Garmo	
X	LaManes	
X	Maher	
X	Mix	
X	Sliwinski	

#### ABSTAIN: None

## ABSENT: Armatis (Excused)

\_7\_Yeas; <u>0</u> Nays; <u>0</u> Abstention(s).

Motion <u>X</u> passes; \_\_\_\_\_fails

### **Other/Old Business**

None

#### Late Items

None

#### Next Meeting

The next meeting of the TIFA Board will be held Tuesday, September 17<sup>th</sup>, 2019 at 8:30 AM.

#### **Adjournment**

Motion by Member Drysdale and Supported by Member Badalamenti for the TIFA meeting to be adjourned at 8:50 AM by, no objections.

Paul L. LaManes, Secretary

#### Unapproved as of 10/15/2019

#### **CITY OF WYANDOTTE**

#### MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, August 20, 2019 at 8:47 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Larry Garmo, Stephanie Badalamenti, Todd Drysdale, Charles Mix, Paul LaManes, Joe Maher and Melissa Armatis

BOARD MEMBERS ABSENT: AI Sliwinski (Excused)

#### Minutes of Previous Meeting (August 20th, 2019)

The minutes of the meeting of August 20, 2019, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Garmo. The motion passed unanimously with no objections.

#### Presentations/Persons in Attendance – None

#### Communications/Resolutions -

(1) Resolution by the Wyandotte Brownfield Redevelopment Authority approving the Developer Reimbursement Agreement for Brownfield Redevelopment Plan No. 22 as presented, between the City of Wyandotte Brownfield Redevelopment Authority (BRDA), City of Wyandotte (City) and A&J Realty Ventures, LLC for the site at 166 Oak Street and 135 Chestnut Street, Wyandotte, MI.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Badalamenti

SUPPORTED BY MEMBER: \_\_\_\_\_ Armatis\_\_\_\_\_

YEAS	MEMBER	<u>NAYS</u>
X X X X X X X X	Armatis Badalamenti Drysdale Garmo LaManes Maher Mix	
<u>^</u>	Sliwinski	
ABSTAIN:		
ABSENT:	Sliwinski	

7 Yeas; 0 Nays; 0 Abstention(s) - MOTION PASSES

(2) Communication from Paul L. LaManes-TIFA Secretary relative to the 2020 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 Badalamenti, supported by Member Armatis to approve the BRDA meeting schedule for calendar 2020 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month subsequent to the TIFA meeting. The motion passed with no objections.

#### Other/Old Business - None

Late Items - None

#### Next Meeting

The next meeting of the BRDA Board will be held Tuesday, November 19th, 2019 at 8:30 AM.

#### **Adjournment**

The BRDA meeting was adjourned at 8:58 AM through a motion by Member Armatis, supported by Member Badalamenti. Motion passed with no objections.

#### Paul L. LaManes, Secretary

#### Unapproved as of 10/15/2019

#### **CITY OF WYANDOTTE**

#### MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, August 20, 2019 at 8:38 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Todd Drysdale, Joe Maher, Charles Mix, Stephanie Badalamenti, Paul LaManes and Larry Garmo

BOARD MEMBERS ABSENT: AI Sliwinski (Excused)

#### Minutes of Previous Meeting (August 20th, 2019)

The minutes of the regular meeting of August 20, 2019, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

#### Presentations/Persons in Attendance - None

#### **Communications/Resolutions**

Communication from Paul L. LaManes-TIFA Secretary relative to the 2020 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 Badalamenti, supported by Member Maher to approve the TIFA meeting schedule for calendar 2020 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.

#### **Closed Session**

Motion was made by Member Badalamenti, supported by Member Garmo to adjourn at the end of the Brownfield Redevelopment Authority (BRDA) meeting to move into closed session for the purpose of considering the purchase of real property by TIFA.

YEAS	MEMBER	<u>NAYS</u>
<u>x</u>	Armatis	
<u>x</u>	Badalamenti Drysdale	
<u>X</u>	Garmo	
<u>X</u>	LaManes	
<u>X</u>	Maher	
X	Mix	
	Sliwinski	

ABSENT <u>Sliwinski</u>

\_7\_ Yeas; \_\_ Nays; \_\_ Abstention(s).

Motion <u>**X**</u> passes; <u>fails</u>.

#### **Other/Old Business**

Chairman Mix discussed that Council approved the FY20 operating budget approved by the TIFA board at the August 2019 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, November 19<sup>th</sup>, 2019 at 8:30 AM.

#### **Adjournment**

Motion by Member Badalamenti and Supported by Member Armatis for the TIFA meeting to be adjourned at 8:46 AM by, no objections.

Paul L. LaManes, Secretary

## CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED SEPTEMBER 11, 2019

Members Present: John Darin, Chairman, Michael Bak, Barbara Freese, Noel Galeski, Wendy Leach, Alice Ugljesa

Members Excused: Kelly Dodson, Andrea Fuller, Patricia Iacopelli, Stephanie Pizzo

#### Guest(s): None

- 1. <u>Call to Order</u>: The meeting was called to order by John at 6:01 pm.
- 2. <u>Approval of Agenda:</u> Motion was made by Alice, seconded by Wendy, to approve this meeting's agenda as presented. The motion was approved.
- 3. Reading and Approval of Previous Minutes:
  - a. <u>August 14, 2019 Regular Meeting</u>: After review of the minutes, Alice made a motion, seconded by Noel, to approve the draft minutes of the August 14, 2019 regular meeting of the Beautification Commission, with a spelling correction in a beautification award winner's name. The motion was approved.
- 4. Chairperson's Report:
  - a. <u>Documents:</u> An updated Attendance Log was distributed.
- 5. <u>Treasurer's Report</u>:
  - a. <u>FY 2018-2019 Expense Report</u>: There were no actual expenses incurred this reporting period. Accrued expenses in the amounts of \$650.00 for autumn hanging baskets and \$1,715.00 for wraparound hanging baskets were posted to the TIF Primary account, leaving a projected balance of \$121.46. There were no expenses posted to the GFM Reserve account, leaving a current balance of \$276.24.
- 6. <u>Public & Media Relations and Event Marketing Report:</u> Andrea has posted the Beautification Award winners on the Commission's Facebook page. She has also been fielding miscellaneous calls and messages.
- <u>"Adopt-A-Spot in Wyandotte" Program Update</u>: Wendy reported multiple instances of vandalism at BASF Park, including Gazebo plantings, a site in the Commission's Adopt-A-Spot Program. She reported an occurrence to the WPD. Michael reported vandalism to the Goddard Road Welcome Sign, also on the Commission's Adopt-A-Spot list. He also reported that occurrence to the WPD.
- 8. <u>Community Garden Relocation Update</u>: Barbara reported that the community garden perimeter fence has been installed, and it looks very good. Also, yard waste bins have been delivered on-site, and will be moved to the street for pick-up on Tuesdays. There was much discussion regarding future plans for the community garden site, with concerns voiced regarding future project details and Commission project design input. The Commission approved by a 5-1 vote to continue with the community garden plan as originally presented by DPS.
- 9. Downtown Plantings Review:
  - a. <u>Autumn Hanging Baskets</u>: Alice reported that the autumn hanging baskets are scheduled to be installed on Monday, September 16<sup>th</sup>.
  - b. <u>Wrap-Around Hanging Baskets Approval</u>: Alice reported that the wrap-around hanging baskets have been ordered and planted, and are scheduled to be installed on Monday, September 16<sup>th</sup>.
  - c. <u>Bishop Park Log Cabin Planting</u>: Alice presented a proposal to plant the area around the Bishop Park Log Cabin with divided hostas in the near future. After discussion, it was decided that the Log Cabin Dig-In Day will be Friday, October 4<sup>th</sup>, from 9 am 12 noon. The tree boxes along the path approaching the WWII memorial would also be weeded.

- 10. <u>Beautification Awards Presentation</u>: There was general discussion regarding the Beautification Awards presentation held at the beginning of the September 9<sup>th</sup> City Council meeting. The general consensus was that it went very well. There were 20 residential and 6 business awardees. All awardees received a static cling decal, a certificate suitable for framing, and a beautiful yard sign for display. A continuous-playing loop of photos of award-winning properties prepared by the Information Technology Department greatly enhanced our awards presentations, and was greatly appreciated.
- 11. Old Business:
  - a. <u>City of Wyandotte Christmas Decorations</u>: Michael communicated the Commission's thoughts and ideas regarding improving downtown Christmas decorations to Heather Theide-Champlin. He was informed that the plans for the 2019 decorations are already in place. Recommendations will need to be submitted earlier next year, possibly by March or April, 2020.
- 12. <u>New Business</u>: There was no New Business.
- 13. <u>Round-Table Reports and Announcements</u>: It was reported, per Brian Martin of DPS, that the Wyandotte Community Alliance will be planting at Northline and 3<sup>rd</sup> Street the last weekend in September, and that trees will be planted at Beaver Park this year!
- 14. <u>Next Meeting</u>: The next regular meeting of the Beautification Commission is scheduled for Wednesday, October 9, 2019 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
- 15. Adjournment: The meeting was adjourned at 7:15 pm.

John M. Darin Chairman, Wyandotte Beautification Commission

## CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT OCTOBER 9, 2019

<u>Members Present</u>: John Darin, Chairman, Michael Bak, Kelly Dodson, Noel Galeski, Patricia Iacopelli, Wendy Leach, Stephanie Pizzo, Alice Ugljesa

Members Excused: Andrea Fuller, Barbara Freese

#### Guest(s): None

- 1. <u>Call to Order</u>: The meeting was called to order by John at 6:02 pm.
- 2. <u>Approval of Agenda:</u> Motion was made by Alice, seconded by Stephanie, to approve this meeting's agenda as presented. The motion was approved.
- 3. Reading and Approval of Previous Minutes:
  - a. <u>September 11, 2019 Regular Meeting</u>: After review of the minutes, Noel made a motion, seconded by Alice, to approve the draft minutes of the September 11, 2019 regular meeting of the Beautification Commission, without change. The motion was approved.

#### 4. Chairperson's Report:

- a. <u>Documents:</u> An updated Attendance Log and an updated Equipment, Tools, and Supplies Inventory were distributed.
- 5. <u>Treasurer's Report</u>:
  - a. <u>FY 2018-2019 Fiscal Year-End Beautification Commission Expense Report</u>: There were expenses in the amounts of \$620.00 for autumn hanging baskets, \$1,580.00 for wrap-around hanging baskets, \$15.00 for BCSEM meeting registration fee, and \$96.05 for miscellaneous equipment and supplies posted to the TIF Primary account, leaving a year-end final balance of -\$20.51. There were no expenses posted to the GFM Reserve account, leaving a current balance of \$276.24.
  - b. <u>FY 2019-2020 Beautification Commission Budget Plan, Proposed</u>: John reported that the new fiscal year budget for the Beautification Commission has been approved from the DDA TIF Fund in the amount of \$8,000.00. A proposed FY 2019-2020 Budget Plan was distributed and reviewed. After discussion, it was the consensus of members present to add 4 additional wrap-around hanging baskets as a new project for this new fiscal year. Noel made a motion, seconded by Alice, to approve the FY 2019-2020 Budget Plan as amended. The motion was approved.
  - c. <u>Administration Reminder to Use Tax-Exempt Letter for Purchases</u>: John reviewed a recent communication from city administration regarding expense reimbursement to commissioners. It was stressed that all effort must be made to avoid paying sales taxes when purchasing items out-of-pocket for the Commission. When asked, most members present stated that they have filed a Vendor Information Form with the city; not all have authorized direct deposit. Those commissioners who have not filed the Vendor Information Form were requested to do so promptly. John will again email the City Tax-Exempt Status Letter to all commissioners for their use.
- 6. <u>Public & Media Relations and Event Marketing Report:</u> Andrea has been fielding miscellaneous calls and messages.
- 7. <u>"Adopt-A-Spot in Wyandotte" Program Update</u>: There was nothing new to report.
- 8. <u>Community Garden Relocation Update:</u> It was reported that there have been thefts of produce from the community garden. The date for community garden closing is November 1, 2019.
- 9. <u>Downtown Plantings Review:</u>
  - a. <u>Hanging Baskets</u>: Alice reported that the autumn hanging baskets and wrap-around hanging baskets were planted with mums and were installed on Monday, September 16<sup>th</sup>. Alice will contact the DPS to ensure that the hanging basket inner liners will not be removed and discarded again this year.

Beautification Commission Meeting Minutes, Draft October 9, 2019 Page 2

- b. <u>Bishop Park Log Cabin Planting</u>: Alice reported that the perimeter around the Bishop Park Log Cabin was planted with hostas on Friday, October 4th. In addition, the tree boxes along the path approaching the WWII memorial were weeded. It looks quite nice now.
- 10. <u>Winter/Holiday Hanging & Wrap-Around Baskets Planning</u>: Michael has again agreed to decorate the 7 winter/holiday hanging baskets at the arbor, and the 6 wrap-around baskets on Biddle with winter and holiday seasonal decorations. Alice will contact the DPS to request that they provide sufficient pruned pine and spruce tree branches for this purpose, if available.
- 11. <u>Holiday Lighting and Decorating Awards Planning</u>: There was much discussion regarding the numbers of residential and business awards to be granted next year. It was approved by consensus that there will be 10 residential and 5 business holiday lighting and decorating awards granted in 2020. It was also the consensus of the commissioners present that the globe design is preferred for the award.
- 12. <u>Old Business</u>: Noel reported that the DDA will be decorating the alley by 1<sup>st</sup> Street to enhance the appearance and function of the alley as a walk-way.
- 13. New Business: There was no New Business.
- 14. <u>Round-Table Reports and Announcements</u>: There were no round-table reports or announcements.
- 15. <u>Next Meeting</u>: The next regular meeting of the Beautification Commission is scheduled for Wednesday, November 13, 2019 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
- 16. Adjournment: The meeting was adjourned at 7:45 pm.

John M. Darin Chairman, Wyandotte Beautification Commission

## CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2<sup>nd</sup> Floor Conference Room at Police Headquarters on Tuesday, September 24, 2019. Commissioner Melzer called the meeting to order at 6:24 p.m.

## ROLL CALL:

Present:

Commissioner Bobie Heck Commissioner Doug Melzer Chief Daniel Wright

Recording Secretary:

Lynne Matt

Absent:

Commissioner John Harris

### READING OF JOURNAL

Motioned by Commissioner Heck, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on August 27, 2019. Motion carried unanimously.

## UNFINISHED BUSINESS

## COMMUNICATIONS

## DEPARTMENTAL

- Wyandotte Fire Department Monthly Report "August 2019" Commissioner Heck motioned to receive report and place on file as stated above; supported by Commissioner Melzer. Motion carried.
- Department bills submitted August 28, 2019 in the amount of \$3,391.20 Department bills submitted September 18, 2019 in the amount of \$8,316.70 Commissioner Heck motioned to pay bills and accounts submitted as stated above; supported by Commissioner Melzer. Roll call; motion carried.

Fire Commission Meeting Page 2 September 24, 2019

## DEPARTMENTAL (continued)

3. Approval of the Assistant Fire Chief

Chief Wright stated that this position was approved in 2020 budget and he is seeking Commissions support to send request to Mayor asking him to request current eligibility list from Civil Service Commission.

Commissioner Heck motioned to approve moving forward with Assistant Fire Chief position; supported by Commissioner Melzer. Motion carried.

## ADJOURNMENT

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

Respectfully submitted. -10-8-19

Bobie Heck Secretary

MI/lm

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10/15/2019	11:43	AM
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#### RECEIPT REGISTER FOR CITY OF WYANDOTTE

10/15/2019 11:4			OR CITY OF WYANDOTTE		Page: 1/3
User: jrose	Post Date fr	om 09/01/2019 - 09/30	/2019 Open And Comple	ted Receipts	
DB: Wyandotte Receipt # Description	Date Cashier Wkstn	Received Of Distribution		Amount	
C 766378 RM	09/04/2019 jrose RESERVE-MUSEUM	JAMES R RASMUSSEN 101-000-257-071	Reserve-Museum	250.00	
DONATION AFTER FAMILY REUNION TO AUGUST 24, 2019	UR				
C 766380 RM	09/04/2019 jrose RESERVE-MUSEUM	HEATHER SCHWOCHOW 101-000-257-071	Reserve-Museum	100.00	
LOG CABIN RENTAL DEPOSIT + \$50 TOW SEPTEMBER 29, 201					
C 766384 RM	09/04/2019 jrose RESERVE-MUSEUM	CRYSTAL CONE 101-000-257-071	Reserve-Museum	50.00	
LOG CABIN RENTAL DEPOSIT SEPTEMBER 7, 2019	RENTAL				
C 766385 RM	09/04/2019 jrose RESERVE-MUSEUM	NOHEMI SALINAS 101-000-257-071	Reserve-Museum	200.00	
LOG CABIN RENTAL DEPOSIT + BALANCE AUGUST 30, 2019 R					
C 766386 RM	09/04/2019 jrose RESERVE-MUSEUM	RITA MATTINA 101-000-257-071	Reserve-Museum	125.00	
LOG CABIN RENTAL BALANCE PAYMENT SEPTEMBER 1, 2019	RENTAL				
C 766388 RM	09/04/2019 jrose RESERVE-MUSEUM	STARS GAME PURCHASES 101-000-257-071	Reserve-Museum	30.00	
FROM ITEMS PURCHA DURING THE WYANDO ANNUAL HOME CLASS	TTE STARS				
C 770447 RM	09/17/2019 jrose RESERVE-MUSEUM	PIE AND ICE CREAM SOC 101-000-257-071	IAL Reserve-Museum	326.06	
PORTION OF REVENU FROM EVENT AUGUST 11, 2019	E				
C 770672 RM	09/17/2019 jrose RESERVE-MUSEUM	STARS CLASSIC 101-000-257-071	Reserve-Museum	30.00	
REVENUE FROM WYAN ANNUAL HOME CLASS AUGUST 24, 2019					
C 770674 RM	09/17/2019 jrose RESERVE-MUSEUM	CRYSTAL CONE 101-000-257-071	Reserve-Museum	100.00	
BALANCE OF LOG CA LESS \$50 DEPOSIT SEPTEMBER 7, 2019					

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#### RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 2/3

User: jrose	Post Date		0/2019 Open And Comple	ted Receipts	10901 2,0
DB: Wyandotte Receipt # Description	Date Cashier Wkstn	Received Of Distribution		Amount	
C 770676 RM	09/17/2019 jrose RESERVE-MUSEUM	BRITTANY JONES 101-000-257-071	Reserve-Museum	150.00	
LOG CABIN RENTAL SEPTEMBER 15, 20					
C 770678 RM	09/17/2019 jrose RESERVE-MUSEUM	RAIMONDO GIANCECCHI 101-000-257-071	Reserve-Museum	175.00	
LOG CABIN RENTAL DEPOSIT AND RENT. SEPTEMBER 14, 20	AL FEE				
C 770681 RM	09/17/2019 jrose RESERVE-MUSEUM	JESSICA NICHOLS 101-000-257-071	Reserve-Museum	200.00	
LOG CABIN RENTAL DEPOSIT AND RENT. OCTOBER 13, 2019	AL FEE				
C 770689 RM	09/17/2019 jrose RESERVE-MUSEUM	BRUCE SININGER 101-000-257-071	Reserve-Museum	60.00	
MUSIC AT THE MUS AUGUST LESSONS (					
С 770691 МН	09/17/2019 jrose Marx HOME RENTAL	GRANZEIER AND BLANKE 101-000-655-021	NSHIP PLC MARX HOME RENTAL	504.89	
MARX HOME RENT MINUS ADDITIONAL SEPT/OCT	PAID ON TAXES				
C 773257 RM	09/25/2019 jrose RESERVE-MUSEUM	FALL CITY-WIDE GARAG 101-000-257-071		3,020.00	
PERMIT AND MAP S FOR SEPTEMBER 13 EVENT (CASH)					
C 773260 RM	09/25/2019 jrose RESERVE-MUSEUM	MARIA ELENA LOPEZ 101-000-257-071	Reserve-Museum	20.00	
FALL CITY-WIDE G	ARAGE SALE PERMIT				
C 773262 RM	09/25/2019 jrose RESERVE-MUSEUM	ELIZABETH MARIE NEWB 101-000-257-071	Y Reserve-Museum	20.00	
FALL CITY-WIDE G	ARAGE SALE PERMIT				
C 773264 RM	09/25/2019 jrose RESERVE-MUSEUM	LINDA L PATTERSON 101-000-257-071	Reserve-Museum	20.00	
FALL CITY-WIDE G	ARAGE SALE PERMIT				
C 773267 RM	09/25/2019 jrose RESERVE-MUSEUM	FRANK MERTA 101-000-257-071	Reserve-Museum	20.00	
FALL CITY-WIDE G	ARAGE SALE PERMIT				
C 773271 RM	09/25/2019 jrose RESERVE-MUSEUM	MICHAEL J WILSON 101-000-257-071	Reserve-Museum	20.00	

10/15/2019	11:43	AM
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RECEIPT REGISTER FOR CITY OF WYANDOTTE Post Date from 09/01/2019 - 09/30/2019 Open And Completed Receipts

J/1J/2019 11.4	J AM			RECEIPT REGISTER	FOR CITY OF WYANDOTTE		raye. 5/5
r: jrose		Po	ost Date fi	rom 09/01/2019 - 09/3	0/2019 Open And Completed	l Receipts	
: Wyandotte Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution		Amount	
LL CITY-WIDE GA	ARAGE SALE PERM	ſΙΤ					
773273 1	09/25/2019 RESERVE-MUSE	jrose SUM		MARILYN K GOLEMA 101-000-257-071	Reserve-Museum	15.00	
ALL CITY-WIDE GA	ARAGE SALE PERM	ΊΙT					
773275	09/25/2019 RESERVE-MUSE	jrose SUM		LANA HAMILTON 101-000-257-071	Reserve-Museum	20.00	
ALL CITY-WIDE GA	ARAGE SALE PERM	ΊΙT					
773277	09/25/2019 RESERVE-MUSE	jrose SUM		ADRIANA PEREZ 101-000-257-071	Reserve-Museum	20.00	
ALL CITY-WIDE GA	ARAGE SALE PERM	ſΙΤ					
773280 I	09/25/2019 RESERVE-MUSE	jrose SUM		VIRGINIA J HAMLETT 101-000-257-071	Reserve-Museum	20.00	
ALL CITY-WIDE GA	ARAGE SALE PERM	ΊΙΤ					
773281 1	09/25/2019 RESERVE-MUSE	jrose SUM		AMY J ZGODA 101-000-257-071	Reserve-Museum	20.00	
ALL CITY-WIDE GA	ARAGE SALE PERM	ΊΙT					
773283 I	09/25/2019 RESERVE-MUSE	jrose SUM		DONNA TOTH 101-000-257-071	Reserve-Museum	20.00	
ALL CITY-WIDE GA	ARAGE SALE PERM	ſΙΤ					
				Total of 26 Receipt	S	5,535.95	
* TOTAL BY GL I	)TSTRIRITAN **	· *					
1-000-257-071 F	Reserve-Museum					5,031.06	
1-000-655-021 N	1AKX HOME RENTA	1			TOTAL - ALL GL NUMBERS:	504.89 5,535.95	
* TOTAL BY FUNI	· ***					0,000.00	
)1 General Fund	,					5,535.95	
					TOTAL - ALL FUNDS:	5,535.95	

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## City of Wyandotte Police Commission Meeting

## Regular Commission Meeting September 24, 2019

## ROLL CALL

Present:	Commissioner Doug Melzer Commissioner Bobie Heck Chief Brian Zalewski
Absent:	Commissioner John Harris (excused)
Others Present:	NONE

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:00 p.m.

The Minutes from the regular Police Commission meeting on August 27, 2019 were presented.

Heck moved, Melzer seconded, CARRIED, to approve the regular minutes of August 27, 2019, as presented.

#### UNFINISHED BUSINESS

NONE

## **COMMUNICATIONS**

NONE

## DEPARTMENTAL

1. Police Statistics – August 2019, Year-To-Date

The Commissioners did not have any questions regarding the statistics.

Heck moved, Melzer seconded CARRIED, to accept the August 2019 and Year-To-Date statistics and place on file.

## 2. Promotion Requests

The Chief is requesting approval of two promotions. The first would be awarded to current Sgt. Jeff Powers who would become a night shift Lieutenant; this move would give the Department 3 Lieutenants total.

The second promotion would be for Officer Tim Gates to become a Sergeant; he would fill the vacancy created by Sgt. Jeff Powers becoming a Lieutenant.

Overtime for the Lieutenants and Sergeants would be dictated by the terms of their contract.

## Heck moved, Melzer seconded

CARRIED, to approve the promotions of Jeff Powers to Lieutenant and Tim Gates to Sergeant.

## 3. Dispatch Personnel

Dispatchers Vick and Henderson resigned their positions; Vick was full-time and Henderson was part-time.

As a result of these resignations, the Chief would like to promote current part-time dispatcher Bermudez to full-time and hire two additional part-time dispatchers.

Heck moved, Melzer seconded

CARRIED, to approve the promotion of Dispatcher Bermudez to full-time status and the hiring of two additional part-time dispatchers.

4. Traffic Control Order – Stop Signs at 6<sup>th</sup> & Maple

There is currently only one traffic control device, a yield sign, at this intersection. Chief Zalewski is recommending a total of three stop signs be placed there in the interest of safety.

Heck moved, Melzer seconded

CARRIED, to approve the placement of three stop signs at the intersection of 6<sup>th</sup> & Maple as presented by Chief Zalewski.

5. Bills and Accounts - September 10, 2019, \$27,681.90, September 24, 2019, \$36,076.06

Heck moved, Melzer seconded

CARRIED, to approve payment of the bills for September 10, 2019, \$27,681.90, September 24, 2019, \$36,076.06

## NEW BUSINESS.

## 1. Trick or Treat Hours

Chief Zalewski stated, as in the past, Halloween will be held on October 31, 2019 from 5:30 pm - 7:30 pm. The Commissioners were in concurrence with this event.

## 2. Reserve Dinner

The Reserve Dinner will take place this Friday, September 27, 2019 at the banquet facility located at 231 Pine Street.

## 3. K9 ICE

K9 ICE has been with the Department 8 years and is nearing retirement. Therefore, we would like to proceed with choosing a new handler and purchasing a new K9. We have \$10,000 in the budget plus a donation of \$2,100 to cover costs.

Detective Groat will not be the handler this time. And, we will "sell" K9 ICE to him for the sum of \$1.

Interested Officers need to submit a letter indicating their interest in becoming a handler. Then, they will have to go through an interview process with the "K9 Team".

The handler will have to live within 10 miles of the Wyandotte boundaries.

Heck moved, Melzer seconded

CARRIED, to proceed with the selection process for a new handler and purchasing a new K9 for the Department.

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 6:18 p.m.

Heck moved, Melzer seconded, CARRIED, to adjourn meeting at 6:18 p.m.

Laura Allen Administrative Assistant Wyandotte Police Department

John 1/2- 10- 8-19

## SMIA

## Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 09/01/2019 00:00:00 - 09/30/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	2	2	0%	0:10:00	0:01:35	0:18:13	0:50:42	0:25:2
	911C	0	0	2	2	0%	0:04:57	0:05:02	0:43:45	1:47:28	0:53:4
	ABANDONED AUTO	0	13	19	32	2%	3:38:57	0:11:51	0:15:11	117:48:03	3:40:5
	ACCIDENT/NON TRAFFIC AREA	0	0	1	1	0%	0:02:26	0:03:41	0:08:18	0:14:26	0:14:20
	ACCIDENT/PERSONAL INJURY	о	0	2	2	0%	0:02:13	0:10:08	0:18:23	1:01:30	0:30:4
	ACCIDENT/PROPERTY DAMAGE	0	1	35	36	2%	0:04:10	0:07:00	0:29:34	24:20:39	0:40:3
	ACCIDENTAL DAMAGE	0	0	3	3	0%	0:05:22	0:13:08	0:40:45	2:57:49	0:59:10
	ALARM	0	0	36	36	2%	0:03:09	0:04:13	0:21:25	17:13:16	0:28:42
	ANIMAL COMPLAINT	0	3	18	21	1%	0:11:26	0:06:45	0:14:27	10:52:27	0:31:04
	ASSAULT & BATTERY	0	1	10	11	1%	0:03:51	0:05:39	0:45:09	9:46:06	0:53:1
	ASSIST OTHER AGENCY	0	0	19	19	1%	0:04:49	0:06:58	0:15:57	8:17:30	0:26:1
	<b>BREAKING &amp; ENTERING</b>	0	1	12	13	1%	0:07:59	0:07:33	1:29:02	22:24:06	1:43:2
	BREAKING & ENTERING IN PROGRES	0	0	2	2	0%	0:01:52	0:02:47	0:06:23	0:22:05	0:11:0
	BUILDING CHECK	0	4	2	6	0%	0:00:41	0:13:34	0:07:45	1:17:43	0:12:5
	BUSINESS STOP	0	13	0	13	1%	0:00:01	0:00:00	0:06:17	1:22:03	0:06:1
	CHECK WELL BEING	0	2	57	59	3%	0:07:19	0:05:22	0:17:05	28:33:27	0:29:0
	CHILD ABUSE/NEGLECT	0	1	2	3	0%	0:15:03	0:04:49	1:26:34	4:59:26	1:39:4
	CITIZEN ASSIST	0	8	14	22	1%	0:06:55	0:09:17	0:15:47	9:50:28	0:26:5
	CIVIL DISPUTES	0	0	26	26	1%	0:05:46	0:08:46	0:31:15	19:51:00	0:45:4
	CRIMINAL SEXUAL CONDUCT	0	0	3	3	0%	0:03:00	0:06:12	0:55:09	3:13:06	1:04:2
	DEATH INVESTIGATION	0	0	3	3	0%	0:02:42	0:03:08	4:21:16	13:21:21	4:27:0
	DETAIL	0	1	0	1	0%	0:00:01	0:00:00	0:57:12	0:57:13	0:57:1
	DISORDERLY	0	0	44	44	2%	0:03:25	0:02:46	0:35:30	30:21:06	0:41:2
	DOMESTIC	0	1	46	47	2%	0:03:13	0:04:24	0:33:51	31:31:42	0:40:1

Report Generated: 10/03/2019 08:43:51 | User ID: LCHRISTENSE

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	ESCORTS	0	0	16	16	1%	0:02:55	0:07:37	0:25:09	9:24:37	0:35:17
	FIELD CONTACTS	0	2	0	2	0%	0:00:01	0:00:00	0:11:04	0:22:10	0:11:05
	FIGHT	0	1	7	8	0%	0:01:21	0:03:27	0:31:01	4:43:12	0:35:24
	FIRE	0	0	2	2	0%	0:01:51	0:03:05	0:06:23	0:19:55	0:09:58
	FIREWORKS	0	0	5	5	0%	0:23:01	0:02:33	0:21:59	3:35:41	0:43:08
	FLEEING & ELUDING	0	1	1	2	0%	0:01:24	0:05:41	4:34:01	9:16:32	4:38:16
	FOLLOW-UP	0	25	6	31	2%	0:01:08	0:06:43	0:39:57	22:00:06	0:42:35
	FOUND PROPERTY	0	2	9	11	1%	0:04:36	0:07:48	0:23:03	5:11:32	0:28:19
	FRAUD	0	3	6	9	0%	0:00:48	0:19:27	0:27:57	4:45:50	0:31:46
	FUEL	0	4	0	4	0%	0:00:01	0:00:00	0:03:04	0:12:22	0:03:06
	HARASSMENT	0	1	8	9	0%	0:03:24	0:05:59	0:35:07	7:09:10	0:47:41
	HEALTH & SAFETY VIOLATION	0	1	0	1	0%	0:00:00	0:00:00	0:00:43	0:00:43	0:00:43
	HIT & RUN ACCIDENT	0	0	18	18	1%	0:04:39	0:04:13	0:32:39	11:10:57	0:37:17
	IDENTITY THEFT	0	1	0	1	0%	0:00:00	0:00:00	0:13:23	0:13:23	0:13:23
	INDECENT EXPOSURE	0	0	5	5	0%	0:09:36	0:05:09	0:26:11	3:17:51	0:39:34
	INTERNET	0	0	1	1	0%	0:02:45	0:00:00	0:00:00	0:09:48	0:09:48
	JUVENILE COMPLAINT	0	1	15	16	1%	0:02:47	0:08:12	0:32:32	11:04:59	0:41:34
	LARCENY	0	3	14	17	1%	0:08:45	0:10:51	0:21:28	10:02:10	0:35:25
	LIQUOR LAW VIOLATION	0	2	0	2	0%	0:00:01	0:00:00	0:12:51	0:25:44	0:12:52
	LOST PROPERTY	0	0	2	2	0%	0:04:48	0:04:29	0:07:19	0:33:13	0:16:37
	MALICIOUS DESTRUCTION	0	0	13	13	1%	0:06:03	0:06:07	0:56:44	14:49:42	1:08:26
	MENTAL	0	2	0	2	0%	0:00:01	0:00:00	1:14:32	2:29:05	1:14:33
	MISCELLANEOUS	0	9	7	16	1%	0:01:21	0:04:44	0:38:07	9:32:48	0:35:48
	MISSING PERSON	0	1	4	5	0%	0:02:30	0:22:24	0:39:51	5:01:24	1:00:17
	MISSING PERSON - RECOVERED	0	0	2	2	0%	0:12:51	0:05:08	0:17:29	1:10:55	0:35:28
	NARCOTICS INVESTIGATION	0	1	1	2	0%	0:01:59	0:13:26	0:44:24	1:46:12	0:53:06
	NEIGHBORHOOD DISPUTE	0	0	15	15	1%	0:05:42	0:07:48	0:16:00	7:14:49	0:28:59
	NOISE COMPLAINT	0	0	14	14	1%	0:03:42	0:05:15	0:14:00	5:05:03	0:21:47

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Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	OPERATING UNDER THE INFLUENCE	0	5	1	6	0%	0:00:10	0:00:03	2:48:38	16:52:32	2:48:45
	ORDINANCE VIOLATION	0	47	5	52	3%	0:02:54	0:32:02	0:09:04	11:09:09	0:12:52
	OVERDOSE	0	0	1	1	0%	0:01:28	0:01:51	0:14:19	0:17:38	0:17:38
	PARKING COMPLAINTS	0	19	30	49	2%	0:07:24	0:09:22	0:17:24	23:30:38	0:28:47
	PATROL CHECK	0	495	0	495	25%	0:00:01	0:06:37	0:13:06	109:23:29	0:13:16
	PRISONER TRANSPORT	0	3	2	5	0%	0:05:36	1:08:23	1:51:31	10:48:00	2:09:36
	RADAR ENFORCEMENT	0	26	0	26	1%	0:00:01	0:00:00	0:27:56	12:07:00	0:27:58
	RECKLESS DRIVING	0	0	6	6	0%	0:06:35	0:07:34	0:05:54	2:00:20	0:20:03
	RESCUE EMERGENCY	0	0	15	15	1%	0:02:02	0:04:49	0:48:28	13:02:03	0:52:08
	RESIDENTIAL CHECK	0	1	1	2	0%	0:02:21	0:02:14	0:04:37	0:13:50	0:06:55
	RETAIL FRAUD	0	0	4	4	0%	0:03:18	0:04:51	0:40:41	3:15:21	0:48:50
	SHOTS FIRED	0	0	2	2	0%	0:00:59	0:01:26	0:07:42	0:20:15	0:10:08
	SOLICITOR	0	0	2	2	0%	0:15:18	0:05:13	0:10:39	1:02:21	0:31:11
	STABBING	0	0	1	1	0%	0:00:17	0:00:00	0:09:36	0:09:54	0:09:54
	STOLEN VEHICLE	0	0	3	3	0%	0:05:03	0:04:57	0:34:54	2:01:16	0:40:25
	SUICIDE	0	0	3	3	0%	0:03:18	0:04:19	0:17:08	1:14:18	0:24:46
	SURVEILLANCE	0	5	0	5	0%	0:00:01	0:00:00	1:04:15	5:04:19	1:00:52
	SUSPICIOUS INCIDENT	0	10	19	29	1%	0:54:43	0:04:08	0:16:42	31:51:05	1:05:54
	SUSPICIOUS PERSON	0	44	19	63	3%	0:02:13	0:04:49	0:09:44	13:13:40	0:12:36
	SUSPICIOUS VEHICLE	0	10	9	19	1%	0:02:18	0:05:25	0:11:41	5:03:10	0:15:57
	THREATS	0	2	14	16	1%	0:05:34	0:10:44	0:51:01	15:50:01	0:59:23
	TRAFFIC HAZARD	о	6	12	18	1%	0:04:34	0:04:09	0:08:37	4:39:19	0:15:31
	TRAFFIC STOP	0	440	0	440	22%	0:00:01	0:00:00	0:06:25	47:11:10	0:06:26
	TRESPASSING	0	1	4	5	0%	0:02:42	0:04:51	0:33:36	3:20:54	0:40:11
	VIOLATION OF PARK RULES	0	1	0	1	0%	0:00:01	0:00:00	0:28:47	0:28:48	0:28:48

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	VIOLATION OF PUBLIC HEALTH COE	0	6	1	7	0%	0:00:23	0:05:24	1:08:27	8:06:31	1:09:30
	VIOLATION ROAD LAWS	0	34	0	34	2%	0:00:01	0:00:00	0:42:01	23:49:26	0:42:03
	WARRANT	12	6	10	28	1%	0:01:35	0:35:30	0:52:01	19:34:39	1:13:25
	WEAPONS	0	0	3	3	0%	0:01:52	0:09:49	0:17:45	1:28:17	0:29:26
Subtota	als for No Summary Code	12	1270	696	1978	100%	0:07:13	0:08:14	0:35:55	901:33:58	0:45:45
Subtotals for \	WYPD	12	1270	696	1978	100%	0:07:13	0:08:14	0:35:55	901:33:58	0:45:45

## SMIA

## Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2019 00:00:00 - 09/30/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	18	18	0%	0:05:30	0:02:55	0:10:38	5:30:36	0:18:22
	911C	0	0	49	49	0%	0:04:27	0:05:06	0:11:39	17:43:55	0:21:43
	ABANDONED AUTO	0	134	104	238	1%	0:49:46	0:13:03	0:15:50	245:15:55	1:01:50
	ACCIDENT/NON TRAFFIC AREA	0	0	9	9	0%	0:03:11	0:05:43	0:15:02	3:35:39	0:23:58
	ACCIDENT/PERSONAL INJURY	0	1	39	40	0%	0:02:56	0:06:52	0:36:03	28:00:20	0:42:0
	ACCIDENT/PROPERTY DAMAGE	0	14	262	276	2%	0:04:12	0:06:14	0:30:23	182:16:38	0:39:30
	ACCIDENTAL DAMAGE	0	3	15	18	0%	0:06:16	0:07:15	0:25:19	11:12:25	0:37:2
	ALARM	0	0	298	298	2%	0:03:41	0:04:06	0:10:36	89:33:34	0:18:02
	ANIMAL BITE	0	0	9	9	0%	0:08:28	0:04:49	0:15:01	4:14:54	0:28:1
	ANIMAL COMPLAINT	0	21	98	119	1%	0:08:05	0:07:19	0:13:33	56:36:48	0:28:3
	ASSAULT & BATTERY	0	7	82	89	1%	0:06:35	0:05:42	0:33:08	62:32:09	0:42:1
	ASSAULT & BATTERY IN PROGRESS	0	0	1	1	0%	0:03:11	0:02:21	0:37:45	0:43:18	0:43:1
	ASSIST OTHER AGENCY	0	30	125	155	1%	0:02:46	0:06:40	0:38:03	113:04:48	0:43:4
	BE ON THE LOOKOUT	0	1	0	1	0%	0:00:01	0:00:00	0:13:57	0:13:58	0:13:5
	<b>BREAKING &amp; ENTERING</b>	0	2	66	68	0%	0:06:17	0:06:14	1:03:05	81:47:30	1:12:1
	BREAKING & ENTERING IN PROGRES	0	0	16	16	0%	0:03:01	0:04:59	0:25:19	8:53:17	0:33:2
	BUILDING CHECK	0	8	9	17	0%	0:03:32	0:05:45	0:08:08	4:03:12	0:14:1
	BUSINESS STOP	0	74	0	74	0%	0:00:01	0:00:00	0:09:20	11:31:50	0:09:2
	CHECK WELL BEING	0	19	508	527	3%	0:05:52	0:05:01	0:17:41	243:07:45	0:27:4
	CHILD ABUSE/NEGLECT	0	5	22	27	0%	0:04:55	0:06:38	0:23:05	14:49:15	0:32:5
	CITIZEN ASSIST	0	78	198	276	2%	0:04:51	0:08:16	0:12:18	102:47:21	0:22:2
	CIVIL DISPUTES	0	5	154	159	1%	0:07:22	0:06:36	0:28:38	114:44:08	0:43:1
	CRIMINAL SEXUAL CONDUCT	0	13	10	23	0%	0:01:25	0:04:31	0:49:34	17:14:10	0:44:5

Report Generated: 10/03/2019 08:44:24 | User ID: LCHRISTENSE

ency	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	CURFEW	0	0	1	1	0%	0:01:31	0:00:07	1:13:57	1:15:36	1:15:36
	DAILY TRANSPORT LOG	0	5	0	5	0%	0:00:01	0:00:00	0:00:31	0:02:41	0:00:32
	DB INVESTIGATION	0	1	0	1	0%	0:00:00	0:00:00	0:46:13	0:46:14	0:46:14
	DEATH INVESTIGATION	0	0	36	36	0%	0:04:10	0:03:58	2:23:38	81:20:51	2:15:35
	DETAIL	0	95	0	95	1%	0:00:01	0:04:17	0:25:28	41:33:45	0:26:15
	DISORDERLY	0	9	355	364	2%	0:03:44	0:03:43	0:31:19	233:22:51	0:38:28
	DOMESTIC	0	1	355	356	2%	0:03:22	0:04:22	0:34:27	246:42:38	0:41:35
	DRUG VIOLATIONS	0	0	2	2	0%	0:03:37	0:02:46	0:19:13	0:51:12	0:25:36
	DUMPING	0	1	6	7	0%	0:13:36	0:07:42	0:19:37	6:16:54	0:53:51
	EMBEZZLEMENT	0	1	5	6	0%	0:05:02	0:03:21	0:36:56	4:20:09	0:43:22
	ESCORTS	0	1	58	59	0%	0:04:26	0:08:54	0:25:14	37:09:19	0:37:47
	FELONIOUS ASSAULT	0	0	9	9	0%	0:03:14	0:04:01	0:39:34	6:18:07	0:42:01
	FIELD CONTACTS	0	7	0	7	0%	0:00:01	0:00:00	0:06:02	0:42:22	0:06:03
	FIGHT	1	4	82	87	1%	0:02:58	0:03:17	0:35:31	55:30:18	0:38:43
	FIRE	0	0	33	33	0%	0:01:07	0:02:55	0:42:32	24:18:11	0:44:11
	FIRE ALARM	0	0	1	1	0%	0:00:10	0:01:15	0:22:20	0:23:45	0:23:45
	FIREWORKS	0	0	29	29	0%	0:09:33	0:06:52	0:14:39	14:04:01	0:29:06
	FLEEING & ELUDING	0	8	8	16	0%	0:01:31	0:04:04	1:41:01	27:36:31	1:43:32
	FOLLOW-UP	0	160	29	189	1%	0:34:27	0:06:04	0:27:36	157:27:50	0:49:59
	FORGERY	0	0	1	1	0%	0:01:55	0:00:13	0:42:37	0:44:45	0:44:45
	FOUND PROPERTY	0	21	59	80	0%	1:14:47	0:08:46	0:26:03	129:11:34	1:36:54
	FRAUD	0	20	73	93	1%	0:09:50	0:11:06	0:25:21	60:16:14	0:38:53
	FUEL	0	105	0	105	1%	0:00:01	0:01:30	0:05:11	9:43:46	0:05:34
	GAS PUMP	0	21	0	21	0%	0:00:01	0:00:00	0:02:57	1:02:16	0:02:58
	HARASSMENT	0	7	67	74	0%	0:06:52	0:10:00	0:28:36	48:16:14	0:39:08
	HEALTH & SAFETY VIOLATION	0	1	0	1	0%	0:00:00	0:00:00	0:00:43	0:00:43	0:00:43
	HIT & RUN ACCIDENT	0	1	127	128	1%	0:07:21	0:07:01	0:28:06	87:55:33	0:41:13
	IDENTITY THEFT	0	4	18	22	0%	0:03:34	0:07:17	0:30:49	11:40:38	0:31:51

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	INDECENT EXPOSURE	0	1	18	19	0%	0:04:37	0:04:28	0:28:46	11:23:43	0:35:59
	INTERNET	0	0	3	3	0%	0:10:43	0:01:42	0:41:02	2:04:41	0:41:34
	JUVENILE COMPLAINT	0	6	98	104	1%	0:07:23	0:06:33	0:17:56	53:30:48	0:30:52
	KIDNAPPING	0	0	3	3	0%	0:01:02	0:21:16	0:19:55	2:06:42	0:42:14
	LARCENY	0	37	159	196	1%	0:13:46	0:07:03	0:23:29	131:30:48	0:40:16
	LIQUOR LAW VIOLATION	0	3	4	7	0%	0:03:39	0:05:36	0:26:54	3:52:42	0:33:15
	LOITERING	0	0	1	1	0%	0:01:51	0:03:37	0:07:09	0:12:37	0:12:37
	LOST PROPERTY	0	1	12	13	0%	0:02:34	0:06:53	0:09:59	3:41:58	0:17:04
	MALICIOUS DESTRUCTION	3	10	162	175	1%	0:06:14	0:07:10	0:23:04	102:33:27	0:35:22
	MENTAL	0	2	34	36	0%	0:03:46	0:04:26	0:31:31	23:38:21	0:39:24
	MINOR IN POSSESSION	0	0	2	2	0%	0:03:50	0:02:55	0:04:19	0:22:08	0:11:04
	MISCELLANEOUS	4	87	133	224	1%	0:19:15	0:08:40	0:40:41	199:17:38	0:54:21
	MISSING PERSON	0	7	26	33	0%	0:05:31	0:09:39	0:37:51	28:14:48	0:51:21
	MISSING PERSON - RECOVERED	0	0	9	9	0%	0:04:38	0:11:15	0:15:19	4:40:51	0:31:12
	MUTUAL AID	0	1	0	1	0%	0:00:00	0:00:00	0:05:47	0:05:47	0:05:47
	NARCOTICS INVESTIGATION	0	4	16	20	0%	0:05:24	0:06:49	0:28:54	10:24:43	0:31:14
	NEIGHBORHOOD DISPUTE	0	2	75	77	0%	0:12:47	0:09:42	0:17:33	51:29:57	0:40:08
	NOISE COMPLAINT	0	2	130	132	1%	0:05:43	0:06:44	0:10:57	50:29:09	0:22:57
	NUISANCE ABATEMENT	0	0	1	1	0%	0:50:54	0:02:20	0:04:08	0:57:23	0:57:23
	ODOR	0	1	1	2	0%	0:01:33	0:00:00	0:07:55	1:16:11	0:38:06
	OPERATING UNDER THE INFLUENCE	0	66	15	81	0%	0:00:30	0:01:55	1:48:41	146:40:24	1:48:39
	ORDINANCE VIOLATION	0	428	61	489	3%	0:40:37	0:12:08	0:14:17	335:36:34	0:41:11
	OVERDOSE	0	0	14	14	0%	0:01:14	0:02:41	0:37:24	9:38:46	0:41:20
	PARKING COMPLAINTS	0	220	223	443	3%	0:15:07	0:09:47	0:12:52	221:12:06	0:29:58
	PATROL CHECK	0	2925	1	2926	18%	0:00:02	0:05:14	0:12:57	637:16:23	0:13:04
	POLICE ASSIST TO FIRE	0	0	1	1	0%	0:00:16	0:00:52	0:22:26	0:23:35	0:23:35
	PRISONER CHECK	0	6	0	6	0%	0:00:01	0:00:00	0:30:30	3:03:04	0:30:31

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	PRISONER TRANSPORT	0	20	11	31	0%	0:01:20	0:28:47	1:38:10	56:28:42	1:49:19
	RACIAL INTIMIDATION	0	2	1	3	0%	0:00:30	0:00:00	0:02:22	0:14:32	0:04:51
	RADAR ENFORCEMENT	0	177	0	177	1%	0:00:01	0:00:00	0:27:57	82:31:32	0:27:58
	RECKLESS DRIVING	0	9	82	91	1%	0:06:04	0:04:47	0:15:24	36:47:15	0:24:15
	RECOVERED STOLEN VEH / PROP	0	1	4	5	0%	0:04:55	0:12:27	0:33:45	3:28:08	0:41:38
	RESCUE EMERGENCY	0	0	152	152	1%	0:01:36	0:03:19	0:34:06	95:33:30	0:37:43
	RESIDENTIAL CHECK	0	16	16	32	0%	0:09:06	0:04:52	0:06:46	7:57:13	0:14:55
	RETAIL FRAUD	0	1	23	24	0%	0:03:47	0:05:26	0:31:46	17:25:27	0:43:34
	ROBBERY	0	0	2	2	0%	0:02:55	0:08:53	1:05:54	2:35:25	1:17:43
	RUNAWAY JUVENILE	0	1	13	14	0%	0:05:31	0:09:14	0:24:54	9:00:35	0:38:37
	SEARCH WARRANT	0	1	0	1	0%	0:00:00	0:00:00	6:40:14	6:40:14	6:40:14
	SHOTS FIRED	о	0	9	9	0%	0:03:53	0:02:53	0:13:39	3:01:02	0:20:07
	SICK INMATE	0	6	2	8	0%	0:00:14	0:06:04	2:30:58	20:26:58	2:33:22
	SOLICITOR	0	0	4	4	0%	0:08:35	0:06:14	0:06:49	1:26:33	0:21:38
	STABBING	0	0	2	2	0%	0:00:31	0:44:16	2:19:51	5:25:01	2:42:31
	STALKING COMPLAINTS	0	0	12	12	0%	0:13:26	0:05:39	0:52:30	13:16:34	1:06:23
	STOLEN VEHICLE	0	2	30	32	0%	0:09:02	0:04:50	0:38:05	26:25:07	0:49:32
	SUBPOENA	0	0	1	1	0%	0:01:26	0:12:57	0:00:16	0:14:40	0:14:40
	SUICIDE	0	0	44	44	0%	0:03:37	0:04:36	0:37:53	32:58:21	0:44:58
	SUICIDE ATTEMPT	0	0	1	1	0%	0:00:04	0:01:42	3:18:29	3:20:15	3:20:15
	SURVEILLANCE	о	20	0	20	0%	0:00:01	0:08:17	1:15:19	24:55:07	1:14:45
	SUSPICIOUS INCIDENT	0	43	247	290	2%	0:09:39	0:04:49	0:15:17	132:59:28	0:27:31
	SUSPICIOUS PERSON	0	237	154	391	2%	0:03:04	0:04:20	0:16:38	130:47:04	0:20:04
	SUSPICIOUS VEHICLE	0	43	128	171	1%	0:04:02	0:04:51	0:10:17	49:11:47	0:17:16
	TAMPERING WITH AUTO	0	0	9	9	0%	0:05:45	0:03:50	0:40:05	7:27:05	0:49:41
	THREATS	Ö	12	88	100	1%	0:06:49	0:07:05	0:28:42	65:56:50	0:39:34
	TRAFFIC HAZARD	0	57	93	150	1%	0:05:58	0:05:56	0:14:22	55:05:25	0:22:02

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRAFFIC STOP	0	4833	6	4839	29%	0:00:01	0:00:44	0:07:08	577:59:58	0:07:10
	TRESPASSING	0	2	12	14	0%	0:03:05	0:05:36	0:22:56	6:58:14	0:29:52
	VEHICLE INSPECTION	0	4	3	7	0%	0:12:38	0:07:45	0:08:48	3:55:48	0:33:41
	VIOLATION OF PARK RULES	0	1	0	1	0%	0:00:01	0:00:00	0:28:47	0:28:48	0:28:48
	VIOLATION OF PUBLIC HEALTH COE	0	48	3	51	0%	0:00:18	0:06:30	1:29:36	76:37:07	1:30:08
	VIOLATION ROAD LAWS	0	361	4	365	2%	0:00:05	0:04:08	0:41:57	255:49:40	0:42:03
	WARRANT	72	57	75	204	1%	0:04:04	0:25:05	0:45:38	129:32:45	0:58:53
	WEAPONS	0	3	15	18	0%	0:02:00	0:04:26	1:19:06	22:04:39	1:13:36
	WIRES DOWN	0	1	0	1	0%	0:00:01	0:00:00	0:09:46	0:09:47	0:09:47
	WRIT SERVED (JUVENILE)	0	2	0	2	0%	0:00:01	0:00:00	0:02:56	0:05:55	0:02:58
Subtota	als for No Summary Code	80	10657	5894	16631	100%	0:06:19	0:06:40	0:35:08	6709:36:08	0:44:05
ubtotals for \	WYPD	80	10657	5894	16631	100%	0:06:19	0:06:40	0:35:08	6709:36:08	0:44:05

#### **OFFICIALS**

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## **CULTURAL & HISTORICAL COMMISSION**

## **Meeting Minutes** Thursday, September 12, 2019 6:15pm, Marx Home

Present: Nancy Bozzo, Eula Grooms, Don Gutz, Wallace Hayden, Jakki Malnar, Ken Munson, Ken Navarre, Sue Pilon **Excused:** Anne Ronco Staff: Jesse Rose, Museum Director; Annika Taylor, Museum Assistant

Call to Order: The meeting was called to order at 6:15pm.

**MOTION** by Eula Grooms, **SUPPORTED** by Sue Pilon, to approve the August minutes without objection. Motion carried 8-0.

Director's Report:

MOTION by Sue Pilon, SUPPORTED by Eula Grooms, to approve the August financial report as presented. Motion carried 8-0.

A 1920s era dining room table has been donated to the museum and is now on display in the dining room.

New Business:

**MOTION** by Eula Grooms to approve an amount not exceeding \$2,000.00 for the Museum Director to hire an individual or company to perform Fall clean up duties around the exterior of the campus. SUPPORTED by Ken Munson. Motion carried 8-0.

**MOTION** by Eula Grooms, **SUPPORTED** by Sue Pilon, to adjourn the meeting at 7:30pm.

Respectfully Submitted,

Annika Taylor Museum Assistant

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • Fax 734.324.7283 • museum@wyan.org

www.wyandotte.net



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