



# **AGENDA**

REGULAR SESSION

MONDAY, NOVEMBER 4, 2019 7:00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE ROBERT A. DESANA

## **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. New SDM License & Sunday Sales Permit (AM) - 165 Maple
2. Special Assessment Placements – Delinquent Water & Sewer Charges
3. Special Events – WOW 360 Events – Update
4. Special Event Application – WSAF Lemonade Agreement
5. Tulip Planting on Biddle Avenue Median

## **NEW BUSINESS**

6. Appointment - Assistant Fire Chief
7. Fire Department - Internal Promotions
8. Wayne County Emergency Support Plan
9. Cable System – Amended Revenue Bond Ordinance
10. Acquisition of Property at 321 Sycamore
11. Presentations to Council
12. Sale of 504 Poplar & Former 2434 5th to Wyandotte Community Alliance
13. Sale of Former 400 Highland
14. Community Development Block Grant (CDBG) Program 2019-2024
15. Rezoning of Boat House Properties on Walnut
16. First Reading #1483: Zoning Ordinance Amendment to Article IX. RM-3 Multiple-Family Residential District
17. City Hall HVAC Maintenance

## **BILLS & ACCOUNTS**

## **REPORTS & MINUTES**

DDA 10/08/19

Fire Commission 10/8/19

Planning Commission 9/19/19

Police Commission 10/8/19

Recreation Commission 10/8/19

Retirement Commission 9/20/19

WMS Commission 10/16/19

Zoning Board 10/02/19

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

**NEXT MEETING OF THE CITY COUNCIL:** November 18, 2019

## **ADJOURNMENT**

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

MEETING DATE: 11/4/2019

AGENDA ITEM # 1.

**ITEM: New SDM License & Sunday Sales Permit (AM) - 165 Maple**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City Clerk's office has received notification of the Family Dollar Stores of Michigan, LLC application for a New SDM License with New Sunday Sales Permit (AM) at 165 Maple St. from the Michigan Liquor Control Commission within the State of Michigan's Department of Licensing and Regulatory Affairs. Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

**STRATEGIC PLAN/GOALS:** To remain committed to enhancing the community's quality of life by supporting local business.

**ACTION REQUESTED:** Review the request as it pertains to Chapter 21, Article X of the Wyandotte Code of Ordinances and provide opinions of conflict, if any, to the Michigan Liquor Control Commission.

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

**IMPLEMENTATION PLAN:** Upon approval, the Clerk's office will forward a copy of the certified resolution to the applicant and the MLCC. Should there be a denial, a copy of the certified resolution and any pertinent information will be forwarded to appropriate state personnel.

**LIST OF ATTACHMENTS:**

1. Dept. Approvals - SDM License 165 Maple
2. Liquor License Approval Letter\_Family Dollar Stores of MI
3. New SDM License & Sunday Sales Permit (AM) - 165 Maple Resolution

Beth Lekity

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From: Kelly Roberts  
Sent: Friday, October 25, 2019 9:21 AM  
To: Beth Lekity  
Cc: Greg Mayhew  
Subject: RE: Liquor License Approval Request\_ACTION REQUIRED 165 Maple

Beth:

In response to the request for a new SDM License at 165 Maple the following applies. Today, I informed the operator/owner of 165 Maple that a Cert. of Occupancy and Commercial Inspection is required in compliance with Section 7-63(a)(2) of the Code of Ordinances of the City of Wyandotte.

Therefore, at this time, the undersigned cannot approve this request until the Cert. of Occupancy is processed and a Commercial Inspection is performed.

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



**Kelly Roberts** / Neighborhood Services and Development Coordinator

City of Wyandotte  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI 48192  
Tel: 734-324-4555

[www.wyandotte.net](http://www.wyandotte.net)



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From: Beth Lekity  
Sent: Thursday, October 24, 2019 11:19 AM  
To: williamrlookpc@outlook.com; Bob Szczechowski; Brian Zalewski; Daniel Wright; Greg Mayhew; Heather Zagor; Janice Hochberg; Kelly Roberts; Lawrence Stec; Paul LaManes; Susan Schultz  
Subject: Liquor License Approval Request\_ACTION REQUIRED  
Importance: High

Morning!



Beth Lekity

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From: Daniel Wright  
Sent: Monday, October 28, 2019 8:15 AM  
To: Beth Lekity  
Subject: RE: Liquor License Approval Request\_ACTION REQUIRED

The fire department has no issue with this liquor license request.



**Daniel Wright** | Fire Chief

City of Wyandotte  
266 Maple  
Wyandotte, MI 48192  
Tel: 734-324-7252  
[www.wyandotte.net](http://www.wyandotte.net)



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From: Beth Lekity <blekity@wyandottemi.gov>  
Sent: Thursday, October 24, 2019 11:19 AM  
To: williamrlookpc@outlook.com; Bob Szczechowski <bszczechowski@wyandottemi.gov>; Brian Zalewski <bzalewski@wyandottemi.gov>; Daniel Wright <dwright@wyandottemi.gov>; Greg Mayhew <gmayhew@wyandottemi.gov>; Heather Zagor <hzagor@wyandottemi.gov>; Janice Hochberg <jhochberg@wyandottemi.gov>; Kelly Roberts <kroberts@wyandottemi.gov>; Lawrence Stec <lstec@wyandottemi.gov>; Paul LaManes <plamanes@wyandottemi.gov>; Susan Schultz <sschultz@wyandottemi.gov>  
Subject: Liquor License Approval Request\_ACTION REQUIRED  
Importance: High

Morning!

We have received an application for local government approval for a New SDM License, New Sunday Sales Permit (AM) at 165 Maple from Family Dollar Stores of Michigan.

Please see the attached and respond no later than October 29, 2019 for placement on the November 4, 2019 agenda. If that date is not feasible, please let me know at your earliest convenience so that I can manage customer expectations.

Please note: A letter of approval or disapproval can be contingent on future compliance with local laws/permits/ordinances/etc. as long as that is stated in the your response letter/email.

**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 25, 2019

**TO:** Lawrence Stec, City Clerk

**FROM:** Brian Zalewski, Chief of Police

**SUBJECT:** Request ID# RQ-1909-15400 – Family Dollar Stores of Michigan – New SDM License, New Sunday Sales Permit (AM) - 165 Maple

I have reviewed the request from Sandra Boscia, Applicant c/o FAMILY DOLLAR STORES OF MICHIGAN, LLC (A VIRGINIA LIMITED LIABILITY COMPANY) No police related contacts were discovered which would preclude them from further consideration for a liquor license, we have no objections if the City Council approves the request as submitted

If any further information is needed please do not hesitate to contact our agency at your convenience.

Respectfully,

Brian Zalewski

**William R. Look, P.C.**  
PROFESSIONAL CORPORATION  
ATTORNEY AND COUNSELOR AT LAW  
2241 OAK STREET  
WYANDOTTE, MICHIGAN 48192  
(734) 285-6500  
FAX (734) 285-4160

WILLIAM R. LOOK

RICHARD W. LOOK  
(1912 – 1993)

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October 24, 2019

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: Request ID# RQ-1909-15400 – Family Dollar Stores of Michigan – New SDM License,  
New Sunday Sales Permit (AM)

Dear Mayor and City Council,

I am in receipt of the communication from the City Clerk concerning the transfer of ownership of a New SDM License, New Sunday Sales Permit (AM) at 165 Maple from Family Dollar Stores of Michigan.

My department is not aware of any legal issues that would prohibit said request.

*Respectfully submitted,  
Department of Legal Affairs  
William R. Look, P.C.  
Professional Corporation*



**William R. Look**

WRL:cg

Enclosures

**OFFICIALS**

**Lawrence S. Stec**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Theodore H. Galeski**  
CITY ASSESSOR



**TODD M. BROWNING**  
CITY TREASURER

**MAYOR**  
**Joseph R. Peterson**

**COUNCIL**  
**Robert Alderman**  
**Chris Calvin**  
**Robert A. DeSana**  
**Megan Maiani**  
**Leonard T. Sabuda**  
**Donald Schultz Jr.**

October 24, 2019

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

RE: 165 Maple

Dear Mr. Stec,

The Treasurer's Department has reviewed the tax files for the property located at 165 Maple. According to the files, there are no delinquent personal property taxes due to the City of Wyandotte.

Should you have any questions, or require any additional information, please do not hesitate to contact me.

Sincerely,

Robert J. Szczechowski  
Deputy Treasurer/Assistant Finance Director

Beth Lekity

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From: Heather Zagor  
Sent: Thursday, October 24, 2019 2:25 PM  
To: Beth Lekity; williamrlookpc@outlook.com; Bob Szczechowski; Brian Zalewski; Daniel Wright; Greg Mayhew; Janice Hochberg; Kelly Roberts; Lawrence Stec; Paul LaManes; Susan Schultz  
Subject: Re: Liquor License Approval Request\_ACTION REQUIRED

The Utility account at 165 Maple is in good standing. There are no outstanding invoice due at this time.

Heather Zagor  
Customer Assistance Supervisor  
Wyandotte Municipal Services  
Customer Assistance Supervisor  
3200 Biddle Ave.  
Wyandotte, MI 48192  
Ph: 734-324-7126  
Email: [hzagor@wyandottemi.gov](mailto:hzagor@wyandottemi.gov)



Together, we can ensure  
that our community receives the  
resources it needs.



Learn more at [2020census.gov](https://2020census.gov).

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From: Beth Lekity <[blekity@wyandottemi.gov](mailto:blekity@wyandottemi.gov)>  
Sent: Thursday, October 24, 2019 11:18 AM  
To: williamrlookpc@outlook.com <[williamrlookpc@outlook.com](mailto:williamrlookpc@outlook.com)>; Bob Szczechowski <[bszczechowski@wyandottemi.gov](mailto:bszczechowski@wyandottemi.gov)>; Brian Zalewski <[bzalewski@wyandottemi.gov](mailto:bzalewski@wyandottemi.gov)>; Daniel Wright <[dwright@wyandottemi.gov](mailto:dwright@wyandottemi.gov)>; Greg Mayhew <[gmayhew@wyandottemi.gov](mailto:gmayhew@wyandottemi.gov)>; Heather Zagor <[hzagor@wyandottemi.gov](mailto:hzagor@wyandottemi.gov)>; Janice Hochberg <[jhochberg@wyandottemi.gov](mailto:jhochberg@wyandottemi.gov)>; Kelly Roberts <[kroberts@wyandottemi.gov](mailto:kroberts@wyandottemi.gov)>; Lawrence Stec <[lstec@wyandottemi.gov](mailto:lstec@wyandottemi.gov)>; Paul LaManes <[plamanes@wyandottemi.gov](mailto:plamanes@wyandottemi.gov)>; Susan Schultz <[sschultz@wyandottemi.gov](mailto:sschultz@wyandottemi.gov)>  
Subject: Liquor License Approval Request\_ACTION REQUIRED

Morning!

## OFFICIALS

**Theodore H. Galeski**  
CITY ASSESSOR

**Lawrence S. Stec**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER



**LAWRENCE S. STEC**  
CITY CLERK

**MAYOR**  
**Joseph R. Peterson**

**COUNCIL**  
**Robert Alderman**  
**Chris Calvin**  
**Robert A. DeSana**  
**Megan Maiani**  
**Leonard T. Sabuda**  
**Donald Schultz Jr.**

October 24, 2019

Greg Mayhew, City Engineer  
Daniel Wright, Fire Chief  
Brian Zalewski, Police Chief  
William R. Look, Department of Legal Affairs  
Robert J. Szczechowski, Deputy City Treasurer  
Paul LaManes, General Manager of Municipal Service

RE: Request ID# RQ-1909-15400 – Family Dollar Stores of Michigan – New SDM License, New Sunday Sales Permit (AM)

To whom it may concern:

Please review the attached request as it pertains to your department and respond accordingly with any payment or obligations to the City of Wyandotte as cited in the Wyandotte Code of Ordinances Chapter 21, Article X, Secs. 21-287 & 21-288.

Thank you,

Lawrence S. Stec  
City Clerk





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

ORLENE HAWKS  
DIRECTOR

Friday, October 11, 2019

Sandra Boscia, Applicant  
c/o FAMILY DOLLAR STORES OF MICHIGAN, LLC (A VIRGINIA LIMITED LIABILITY COMPANY)  
[sboscia@familydollar.com](mailto:sboscia@familydollar.com)

**RID #** RQ-1909-15400      **Reference/Transaction:** NEW SDM LICENSE ISSUED UNDER MCL 436.1533(5); NEW SUNDAY SALES PERMIT (AM) AT 165 MAPLE ST, WYANDOTTE, MI 48192-5927 IN WYANDOTTE CITY IN WAYNE COUNTY

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

**Applicant/Licensee:** FAMILY DOLLAR STORES OF MICHIGAN, LLC (A VIRGINIA LIMITED LIABILITY COMPANY)

**Business address and phone number:** 165 MAPLE ST, WYANDOTTE, MI 48192-5927 IN WYANDOTTE CITY IN WAYNE COUNTY

**Home address and phone number of partner(s)/subordinates:**

Family Dollar, Inc.; 500 Volvo Pkwy Chesapeake VA 23320; Business phone: 757-321-5000

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

**Southfield District Office (313) 456-1170**

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011

cc: WYANDOTTE CITY [clerk@wyan.org](mailto:clerk@wyan.org)

## **RESOLUTION**

DATE: November 4, 2019

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

WHEREAS Family Dollar Stores of Michigan, LLC at 165 Maple St. has applied for a New SDM (Specially Designated Merchant) with a New Sunday Sales Permit (AM) with the Michigan Liquor Control Commission.

BE IT RESOLVED that Council has taken into consideration the opinions of local residents and appropriate department heads and supports the issuance of the requested license to the applicant, pending a Certificate of Occupancy and Commercial Inspection are scheduled, completed, and obtained prior to using this license for the sale of alcohol.

BE IT FURTHER RESOLVED that, under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee.

BE IT FURTHER RESOLVED that the licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcohol.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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

### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 2.**

**ITEM: Special Assessment Placements – Delinquent Water & Sewer Charges**

**PRESENTER:** Heather Zagor - Customer Assistance Supervisor

**INDIVIDUALS IN ATTENDANCE:** Paul LaManes - GM

**BACKGROUND:** Attached is a list of accounts with Delinquent Water and Sewer that have not been paid for the period 10/1/2016 – 4/15/2019 for inactive accounts without a rental affidavit. The total amount is \$ 25,105.84. In accordance with Section 38.1-16 and 38.1-18 of the City Code of Ordinances, said charges may be placed as a special assessment lien against property. Liens are immediate upon delivery of service, however only enforceable after five (5) years.

**STRATEGIC PLAN/GOALS:** WMS is committed to providing fiscally responsible services.

**ACTION REQUESTED:** Council approval for charges to be placed as a special assessment lien against properties on the 2019 Winter Tax Roll, as recommended by WMS management.

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

**IMPLEMENTATION PLAN:** Subsequent to City Council approval finalize the spread of said charges on the 2019 Winter Tax Roll.

**LIST OF ATTACHMENTS:**

1. Delinquent tax list 10.9.19
2. Delinquent Charges Billed by Municipal Services Resolution

# Wyandotte Delinquent Tax List

Wednesday, October 09, 2019

Account #	Service Address	Delq Tax Amount
000359-004007	1009 ANTOINE	\$244.56
004075-002305	1704 DAVIS	\$18.06
004099-002247	1805 DAVIS	\$330.62
004435-003751	1109 ELECTRIC	\$22.89
004881-007943	516 ELM	\$18.06
005519-000636	258 EMMONS	\$23.17
005721-000592	668 EMMONS	\$45.31
006463-005263	266 FORD	\$409.72
007611-010709	3807 FORT	\$23.42
009261-003069	1043 LINCOLN	\$27.10
009919-007967	560 MAPLE	\$53.02
011267-021607	904 OAK	\$63.49
011281-007327	962 OAK	\$149.63
012251-011776	417 ORCHARD	\$57.44
014131-000995	127 RIVERBANK	\$62.87
015239-005515	160 SULLIVAN	\$24.19
016037-009764	1515 SYCAMORE	\$68.01
018305-007323	2803 10TH	\$132.48
018997-003601	1075 12TH	\$45.78
019081-004219	1310 12TH	\$19.96
020241-012308	3806 14TH	\$96.03
020893-009847	3878 15TH	\$27.73
021733-011256	4708 16TH	\$8.89
022519-011157	4420 17TH	\$38.51
022563-011167	4500 17TH	\$1645.73
023019-010110	3345 18TH	\$46.04
023881-010250	3531 19TH	\$30.95
024315-002928	1156 2ND	\$95.71
024387-005297	1836 2ND	\$32.15
024785-001699	1083 20TH	\$51.26
024895-002162	1645 20TH	\$19.96
025575-001820	1503 21ST	\$79.29
026161-010454	3813 21ST	\$45.69
027889-010659	3566 23RD	\$24.19
028049-011185	4407 23RD	\$17.63
028215-002937	1117 3RD	\$67.54
028397-005603	2309 3RD	\$70.94
031019-003356	863 8TH	\$455.21
032087-003730	910 ANTOINE	\$424.80
032729-009608	1509 CHESTNUT	\$19.98
033731-002395	1518 FORD	\$30.36

Account #	Service Address	Delq Tax Amount
033861-001971	1259 FORT	\$22.03
036319-006882	1331 WALNUT	\$30.95
037861-002242	1872 18TH	\$52.35
038251-001012	362 2ND	\$648.15
043995-005947	93 OAK	\$35.44
049247-011211	4607 23RD	\$16.59
050133-000425	135 1ST	\$57.46
050261-005557	147 SPRUCE	\$22.89
054331-011460	616 ORANGE	\$100.36
054605-002584	649 CORA	\$11.80
055731-011948	856 PINE	\$16.59
055743-002993	857 6TH	\$41.76
056485-006793	1028 MOLLNO	\$36.46
058247-004120	1267 11TH	\$95.84
047185-003405	839 ST JOHNS	\$37.41
069457-004183	1437 12TH	\$0.04
068805-003921	1257 LINDBERGH	\$16.59
060593-004410	1781 13TH	\$23.14
070389-005638	2220 BIDDLE	\$33.76
070389-014571	2228 BIDDLE	\$35.74
028659-006936	1280 VINEWOOD	\$21.37
074085-008927	1557 SUPERIOR	\$30.25
075853-010710	3897 FORT	\$185.23
069143-004436	1850 12TH	\$6.96
077907-006252	2121 5TH	\$0.77
057411-004572	1587 CORA	\$22.59
078541-004915	1536 7TH	\$43.62
019791-006648	2093 11TH	\$97.35
079943-026313	831 6TH	\$22.89
080707-010877	4092 18TH	\$95.26
073687-016329	658 FORD	\$129.42
072977-003736	1283 ELECTRIC	\$77.01
082897-004893	1870 6TH	\$90.16
083945-011943	3436 8TH	\$223.11
084251-009709	1403 MAPLE	\$128.04
084493-002516	621 6TH	\$115.97
019473-004774	1702 8TH	\$37.41
086199-004864	1734 LINDBERGH	\$30.26
086469-027263	963 1ST	\$170.69
086595-019463	2011 OAK	\$100.85
086899-019193	605 NORTH DR	\$27.73
087185-000576	633 NORTH DR	\$78.60
088925-007278	837 SUPERIOR	\$50.10
089085-000474	276 2ND	\$129.38

Account #	Service Address	Delq Tax Amount
089507-007463	3056 9TH	\$48.15
090359-022115	512 GODDARD	\$181.36
090753-003678	1233 10TH	\$122.26
090553-001677	1430 19TH	\$59.67
077621-007227	2458 9TH	\$41.51
091193-009417	3204 22ND	\$16.59
091293-008076	425 ELM	\$68.18
091491-009791	3355 15TH	\$37.81
087313-004754	1864 8TH	\$87.88
092523-003220	1036 6TH	\$71.23
093083-010533	3820 21ST	\$51.88
089973-001861	1136 22ND	\$35.74
093579-001780	1172 21ST	\$30.95
093637-012162	3547 13TH	\$121.08
094125-011696	607 PLUM	\$35.40
094193-005836	250 CHESTNUT	\$28.22
087711-006654	2045 11TH	\$41.63
094399-026997	1137 5TH	\$43.08
048091-007665	1145 ELM	\$41.83
007791-007185	2376 10TH	\$127.17
095123-004782	1745 8TH	\$25.96
095423-006930	1328 VINEWOOD	\$82.35
095447-009427	3198 21ST	\$13.54
095045-000758	262 KINGS HWY	\$14.81
095997-005986	2827 3RD	\$118.87
096045-001741	1428 20TH	\$71.63
096365-004107	941 HUDSON	\$27.76
096433-006808	1120 WALNUT	\$18.20
047307-009475	1793 DEE	\$52.72
096863-007250	843 VINEWOOD	\$22.89
096917-009985	3444 16TH	\$9.96
097027-004036	814 HUDSON	\$87.34
097465-001935	1280 23RD	\$85.73
097723-001797	1125 22ND	\$24.19
057329-001653	1111 19TH	\$54.29
097763-013842	1734 3RD	\$33.83
082711-027823	456 VINEWOOD	\$96.65
098393-004151	1432 11TH	\$98.65
098709-000527	232 NORTH DR	\$156.25
098757-011498	669 ORANGE	\$30.95
084691-004065	551 HUDSON	\$98.52
095887-027765	257 WALNUT	\$26.16
091021-000484	60 EMMONS	\$70.83
096745-001018	436 2ND	\$110.06

Account #	Service Address	Delq Tax Amount
099241-027937	2329 EUREKA	\$112.66
099313-000921	647 HIGHLAND	\$89.06
099387-002934	1106 2ND	\$70.37
088393-001342	350 BONDIE	\$158.75
100281-009319	3012 22ND	\$21.24
097659-026177	411 CEDAR	\$30.95
089643-006267	2064 4TH	\$27.73
100561-000697	739 EMMONS	\$38.11
100625-001257	162 CLINTON	\$117.52
100631-010899	4085 19TH	\$48.41
094381-003991	821 ANTOINE	\$25.96
100739-003787	1291 CORA	\$85.53
100775-006334	618 WALNUT	\$399.18
100917-006543	2212 ELECTRIC	\$8.73
101167-004079	657 HUDSON	\$37.76
101291-000643	221 EMMONS	\$80.67
101609-008017	338 OAK	\$27.73
098977-011599	522 PLUM	\$358.65
000000-046683	2181 12TH	\$135.40
000000-046716	829 8TH	\$103.02
000000-056760	948 2ND	\$239.13
000000-056788	4045 19TH	\$116.83
000000-057418	4675 15TH	\$41.44
000000-057629	1029 ELM	\$238.23
000000-057633	703 CORA	\$114.78
000000-057634	2788 9TH	\$136.53
000000-057666	1710 LINDBERGH	\$33.77
000000-057744	1752 EUREKA	\$301.95
000000-057823	1521 GODDARD	\$16.52
000000-057852	1324 WALNUT	\$169.28
000000-057939	3812 20TH	\$18.06
000000-058099	838 ANTOINE	\$61.32
000000-058136	3911 16TH	\$132.98
000000-058142	465 SYCAMORE	\$54.86
000000-058251	3421 15TH	\$40.13
000000-058293	1196 16TH	\$70.44
000000-058369	546 PLUM	\$18.06
000000-058433	3203 BIDDLE	\$33.39
000000-058467	4100 17TH	\$50.80
000000-058503	1280 ELECTRIC	\$79.19
000000-058505	3539 15TH	\$76.44
000000-058534	4235 17TH	\$23.25
000000-058537	650 KINGS HWY	\$120.47
000000-058564	933 7TH	\$30.68

Account #	Service Address	Delq Tax Amount
000000-058690	854 PLUM	\$46.81
000000-058725	690 ST JOHNS	\$95.26
000000-058774	2700 23RD	\$34.36
000000-058786	3348 12TH	\$46.04
000000-058983	3582 22ND	\$29.64
000000-059023	3355 12TH	\$32.41
000000-059027	1757 ELM	\$71.89
000000-059032	4068 17TH	\$82.30
000000-059087	975 GODDARD	\$45.31
000000-059228	3840 19TH	\$77.01
000000-059291	3218 9TH	\$48.26
000000-059325	3410 20TH	\$86.28
000000-059326	1605 21ST	\$30.68
000000-059395	1685 20TH	\$125.88
000000-059459	448 BONDIE	\$16.61
000000-059531	2809 23RD	\$125.38
000000-059541	220 2ND	\$93.78
000000-059546	1137 18TH	\$139.52
000000-059561	1847 8TH	\$18.06
000000-059567	3844 22ND	\$105.88
000000-059596	1053 HUDSON	\$9.02
000000-059647	764 RIVERBANK	\$129.89
000000-059679	262 KINGS HWY	\$19.96
000000-059684	2427 18TH	\$322.56
000000-059718	3590 14TH	\$105.01
000000-059775	2269 22ND	\$58.29
000000-059803	4005 18TH	\$278.03
000000-060025	3919 17TH	\$45.44
000000-060075	2304 CORA	\$46.16
000000-060132	240 GODDARD	\$58.62
000000-060154	523 HIGHLAND	\$51.43
000000-060164	4491 18TH	\$72.92
000000-060192	829 HUDSON	\$191.47
000000-060204	414 RIVERBANK	\$17.40
000000-060243	1675 17TH	\$58.26
000000-060254	3637 18TH	\$18.20
000000-060264	3409 22ND	\$41.29
000000-060283	1728 ELECTRIC	\$108.66
000000-060308	1057 6TH	\$29.92
000000-060339	512 GODDARD	\$86.30
000000-060359	647 ELM	\$44.85
000000-060362	436 SPRUCE	\$60.86
000000-060384	4301 17TH	\$21.24
000000-060397	826 7TH	\$24.19

Account #	Service Address	Delq Tax Amount
000000-060403	205 NORTH DR	\$67.10
000000-060406	1846 LINDBERGH UPPR	\$81.20
000000-060415	804 SUPERIOR	\$30.95
000000-060456	4405 16TH	\$84.67
000000-060552	2955 22ND	\$35.40
000000-060647	596 HUDSON	\$38.16
000000-060650	4227 15TH	\$70.04
000000-060652	1736 LINDBERGH	\$51.97
000000-060705	2120 5TH	\$26.16
000000-060711	3355 23RD	\$30.90
000000-060755	3925 14TH	\$243.59
000000-060775	1484 23RD	\$25.10
000000-060802	2151 FORD	\$108.63
000000-061019	215 EDCLIFF CT	\$103.81
000000-061056	3352 22ND	\$26.16
000000-061087	3590 22ND	\$52.37
000000-061128	465 RIVERBANK	\$26.16
000000-061137	1903 VINEWOOD	\$69.94
000000-061142	1709 OAK LWR	\$37.94
000000-061176	4140 7TH	\$33.90
000000-061190	3637 15TH	\$27.73
000000-061201	1125 EUREKA 204	\$135.39
000000-061223	4230 19TH	\$153.20
000000-061226	1086 5TH	\$194.31
000000-061284	2826 3RD FRNT	\$157.02
000000-061329	2362 6TH	\$216.26
000000-061374	4518 16TH	\$65.96
000000-061393	1058 20TH	\$28.15
000000-061420	879 LINCOLN	\$50.39
000000-061491	2945 BIDDLE	\$27.07
000000-061539	4235 17TH	\$22.89
000000-061543	1115 CEDAR	\$55.81
000000-061550	1618 16TH	\$235.11
000000-061783	3221 BIDDLE	\$89.91
000000-061812	1126 2ND	\$94.11
000000-061824	554 VINEWOOD	\$137.65
000000-061847	1724 4TH	\$108.11
000000-061886	2055 3RD	\$180.38
000000-061898	2961 9TH	\$182.37
000000-061904	618 WALNUT	\$31.69
000000-062011	829 8TH	\$48.68
000000-062023	849 6TH	\$218.01
000000-062039	1858 8TH	\$37.16
000000-062042	1741 10TH	\$22.89

Account #	Service Address	Delq Tax Amount
000000-062067	4669 17TH	\$88.56
000000-062070	1881 17TH	\$128.45
000000-062132	4518 16TH	\$261.72
000000-062183	1626 15TH	\$98.98
000000-062203	1000 MAPLE	\$82.02
000000-062207	837 PINE	\$92.33
000000-062215	818 CHESTNUT	\$50.10
000000-062224	2304 CORA	\$89.80
000000-062319	1029 ELM	\$111.75
000000-062328	4297 17TH	\$162.54
000000-062352	3534 4TH	\$120.39
000000-062363	328 ORCHARD	\$84.88
000000-062441	685 RIVERBANK	\$118.30
000000-062460	156 FORD	\$22.79
000000-062499	3597 14TH	\$22.89
000000-062529	3540 18TH	\$61.48
000000-062635	551 HUDSON	\$38.62
000000-062656	139 DAVIS UPPR	\$32.57
000000-062669	1208 MAPLE	\$146.77
000000-062720	85 PERRY PL UPPR	\$26.68
000000-062736	3859 22ND	\$38.11
000000-062739	623 9TH	\$19.96
000000-062753	1745 8TH	\$68.16
000000-062804	928 FOREST	\$44.35
000000-063054	2309 3RD	\$6.79
000000-063173	837 PINE	\$70.91
000000-063204	4068 17TH	\$101.00
000000-063356	1135 SUPERIOR	\$9.68
000000-063371	3843 20TH	\$23.62
000000-063644	1229 GODDARD	\$27.10
000000-063739	4616 16TH	\$27.10
000000-063887	499 KINGS HWY	\$50.52
000000-064212	2334 7TH	\$86.28
000000-064314	1726 SYCAMORE	\$74.74
000000-065019	1115 CEDAR	\$45.91
000000-065411	3657 17TH	\$35.59
000000-065546	926 7TH	\$180.21



**Total:**

**\$25105.84**

## **RESOLUTION**

DATE: November 4, 2019

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

RESOLVED that the Wyandotte City Council hereby concurs with the WMS Commission recommendation regarding the list of Water and Sewer charges billed by the Department of Municipal Services in the amount of \$ 25,105.84 for the period 10/1/2016 through 4/15/2019, AND

BE IT FURTHER RESOLVED that the Council directs the City Treasurer to spread said charges on the 2019 Winter Tax Roll.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 3.**

**ITEM: Special Events – WOW 360 Events – Update**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Below please find the requested dates for streets/property that WOW 360 Event Productions would like to utilize for special events to take place in 2020 in our beautiful City. This application has been reviewed by the Special Events Coordinator, Recreation Superintendent, DPS Superintendent, Police and Fire Chiefs and City Council in 2019. Below are the revised dates and times for a few of the events which are an expansion of the original agreement. We are in full support of these exciting events to bring thousands of patrons to our community that will directly benefit our businesses. They are asking permission to change the below dates: (updated agreement attached)

- St. Patrick's Party & Leprechaun Crawl (March 15,16,17 2019, March 13, 14 & 17, 2020, March 12, 13 & 17, 2021 or other mutually agreed upon dates)
- Swiggin' Pig - (Mutually agreed upon dates) May 22 – 25, 2020, May 21-24, 2021)
- 80's vs 90's - (Saturday – June or July 2019, 2020, 2021)
- Wine Crawl (August 21 2019, August 21 2020, August 20, 2021)
- Fire & Flannel – (Sept 27-29, 2019, Sept 25-27, 2020, Sept 24-26, 2021)
- Cocktail Showdown / Dave & Chuck .5k (Nov 1-2, 2019, Nov -6-7, 2020, Nov 5-6, 2021)

If there are any costs over stated amount in agreement for any city staff/material/property for said event, WOW 360 Event Productions will be responsible for those fees no later than 30 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by WOW 360 Event Productions. This means any glass, spills; broken items will need to be cleaned during the event. WOW 360 Event Productions must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial (Please see the attached information).

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

and non-profit organizations.

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

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

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

**LIST OF ATTACHMENTS:**

1. WOW 360 EVENT HOSTING AGREEMENT REVISED w 2020 - 2021 dates
2. RFCA WOW 360 Events Update
3. Fire & Flannel Map 2020 - 2021
4. Swiggin Pig 2020-2021 Map
5. WOW 360 Events Resolution

## WOW 360 EVENT HOSTING AGREEMENT

This Hosting Agreement is made on the date herein, by and between the WOW 360 LLC a Michigan 501c3 charity (81-1669455) located at 4379 Ready Rd. South Rockwood, MI. 48179 and the City of Wyandotte (herein referred to as Wyandotte) whose government offices is located at 3200 Biddle Avenue, Wyandotte, MI 48192. This agreement shall be effective on the date of its execution by both Parties.

### Recitals

Whereas, Wyandotte and the WOW 360 LLC desire to enter into an agreement for the WOW 360 LLC to exclusively host several events in the City of Wyandotte.

1. St. Patrick's Party & Leprechaun Crawl (March 15,16,17 2019, March 13, 14 & 17, 2020, March 12, 13 & 17, 2021 or other mutually agreed upon dates)
2. Cinco Block Party (May 5, 2019, May 2 or May 5, 2020, May 1 or 5, 2021)
3. Swiggin' Pig - (Mutually agreed upon dates) May 22 – 25, 2020, May 21-24, 2021)
4. 80's vs 90's - (Saturday – June or July 2019, 2020, 2021)
5. Bark on Biddle – (June 21, 22 20 19, June 19 & 20, 2020, June 18 – 19, 2021)
6. Wine Crawl (August 21 2019, August 21 2020, August 20, 2021)
7. Wyandotte Beer Fest – (Sept 20, 2019, Sept 18, 2020, Sept 17, 2021)
8. Fire & Flannel – (Sept 27-29, 2019, Sept 25-27, 2020, Sept 24-26, 2021)
9. Cocktail Showdown / Dave & Chuck .5k (Nov 1-2, 2019, Nov -6-7, 2020, Nov 5-6, 2021)
10. Santa Pub Crawl (Dec 20, 2019, Dec 18, 2020, Dec 17 ,2021)

The terms and conditions of the agreement are as follows.

### Specific Terms

1. The event shall be called "EVENTS". All rights to the names; St. Patrick's Party & Leprechaun Crawl, Swiggin' Pig, 80's vs 90s Party & Pub Crawl, Bark on Biddle, Wyandotte Beer Fest, Cocktail Showdown, Dave & Chuck .5k, Fire & Flannel, Wyandotte Wine Crawl, Santa Pub Crawl, shall be retained by the WOW 360 LLC and the WOW 360 LLC shall indemnify, defend, and hold Wyandotte harmless from any claim of infringement of intellectual property rights by third parties with respect to said name.
2. The EVENTS shall run on selected days in 2019, 2020, 2021. Notwithstanding the foregoing, either party may opt out of the remaining years of the event by giving written notice to the other party of such intent within 30 days of the conclusion of the most recent event.
3. Event set up shall be permitted from 8:00am on the Friday prior, till the conclusion of the event. Event set up will include the closing of City Parking Lot #1 as well as the partially closing of Elm St. between Biddle Ave. and the entrance to City Parking Lot #1. / or Street.
4. Use of the following sidewalk shall be permitted for the event:
  - Listed in Exhibit A

Local businesses and/or residents who are in need of access to parking lot #1 will be given a parking pass 5 days prior to the event and will be asked to utilize parking spaces on ELM St. between Biddle Ave. and Van Alstyne on a first come first serve basis.

#### Wyandotte's Duties

5. Wyandotte shall provide the fencing and barricades for the designated event space. WOW 360 LLC must comply with all Liquor Control Rules and Regulations and state, county and city laws and ordinances.
6. Upon request and if available, Wyandotte shall provide a mobile stage. If not used, the WOW 360 LLC shall provide a professional stage with a roof. In either event, the stage shall be placed inside City Parking Lot #1 on the lots far easterly side, facing west.
7. Upon request and if available, Wyandotte shall provide the power for the event.
8. Wyandotte shall provide small dumpsters in the City Parking Lot #1 in the southwest corner of the lot on and provide garbage cans and liners in the area to handle the expected turnout of 2,500-3,000 people.

#### WOW 360 LLC Duties

9. Within 30 days of being presented with an invoice, the WOW 360 LLC shall reimburse all reasonable and foreseeable costs that Wyandotte has incurred for city staff, material, and property for the event. A deposit of \$500.00 shall be paid to the City of Wyandotte by the WOW 360 LLC upon execution of this agreement which will be applied toward the City costs and clean up. Parties are as follows:
  - Police
  - Municipal Services
  - Stage
  - DPS
  - Dumpster Rental
  - Property

These cost amounts will vary from year to year (and the Parties acknowledge there may be other reasonable and foreseeable costs in the future).

10. WOW 360 LLC agrees to weight any tents set up for the event and shall not secure the same with stakes or other anchors that could cause damage.
11. WOW 360 LLC shall be responsible for all clean-up, before, during and after the event.
12. WOW 360 LLC shall add Wyandotte as an additional insured on their insurance policy.

## General Terms

13. Indemnification. WOW 360 LLC agrees to defend, indemnify and hold the City of Wyandotte harmless for any and all liability that arises out of the event unless such active arises out of the intentional or grossly negligent conduct of the City of Wyandotte's agents. In such case, the City of Wyandotte agrees to defend, indemnify and hold WOW 360 LLC harmless for said liability.
14. Default. If a party fails to perform the duties set forth herein, said party shall be in breach of this agreement and the non-breaching party may pursue any and all remedies available in law or equity against the breaching party including injunctive relief. If a party shall succeed in pursuing legal action as a result of any breach of this agreement, then the other party shall be responsible for the prevailing party's costs and reasonable attorney fees incurred as a result of such action. Force Majeure. Neither party will be responsible for fires, strikes, civil disorders, severe inclement weather, acts of threats of terrorism, acts of war or other casualties or events beyond its reasonable control. Upon the occurrence of such an event, the Parties will have the right to cancel or reschedule the Event.
15. Intellectual Property Rights. The Parties acknowledge and agree that: (i) the other Party's Marks, copyrights or other Intellectual Property Rights will remain the sole property of the other Party; and (ii) nothing in this agreement will confer in the Party any title to, right of ownership, or interest in the other Party's Marks, copyrights or other Intellectual Property, except to the extent provided for herein.
16. Limitation of Liability. In no event shall either party be liable to the other party, its agents, employees or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with, this contract, whether or not such party was advised of the possibility of such damages.
17. Authority to Execute. The undersigned represent and warrant that he/she has full authority to bind the Parties to all of the terms and conditions of this Agreement.
18. Entire Agreement. This agreement is the entire understanding of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications or agreements, either oral or written between the Parties. This Agreement may be amended only by written instruments signed by the Parties.
19. Choice of Law. This Agreement will be interpreted and its provisions enforced in accordance with the laws of the State of Michigan.
20. Waiver. Any waiver of any term, requirement or condition imposed under this agreement shall be deemed a limited and specific waiver and shall not be deemed to be continuing in nature or effect any other term of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories.

WOW 360 LLC

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

Dated

City of Wyandotte

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

Date



## **EXHIBIT A**

### **MAR - ST. PATRICKS PARTY & PUB CRAWL - Parking Lot #1 and surrounding sidewalks / Crawl to Bars**

#### **CITY TO PROVIDE**

- Power
- fencing
- police
- DPW services
- Dumpster
- Tables & chairs
- Print 100 Posters
- Trolley and / or School Bus for a total of 10 hours
- Mugs
- Use of Parking Lot 1
- 1/2 page in Wyandotte Today (1<sup>st</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

#### **WOW 360 TO PROVIDE**

- Entertainment / sound
- Food vendors
- MLCC license
- insurance
- Marketing
- Security
- Signage
- Tent
- Photographer
- Crawl passes
- Staff
- Graphics for posters and other marketing materials
- PR & Press Release

### **MAY – Cinco Block Party – Sycamore Street and surrounding sidewalks**

#### **CITY TO PROVIDE**

- Power
- Fencing

- Police
- DPW services
- Dumpster
- Tables & chairs
- Print 100 Posters
- Stage
- Use of Sycamore Street
- 1/2 page in Wyandotte Today (2<sup>nd</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

#### **WOW 360 TO PROVIDE**

- Entertainment
- MLCC license
- insurance
- Marketing
- Security
- Signage
- Photographer
- Staff
- Graphics for posters and other marketing materials
- PR & Press Release

#### **MAY - BBQ - Parking Lot #1 & Elm Street and surrounding sidewalks**

##### **CITY TO PROVIDE**

- Power
- Fencing
- Police
- DPW services
- Dumpster
- Tables & chairs
- Print 100 Posters
- Stage
- Use of Parking Lot 1
- 1/2 page in Wyandotte Today (2<sup>nd</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

#### **WOW 360 TO PROVIDE**

- BBQ Vendors
- MLCC license
- insurance

- Marketing
- Security
- Signage
- Photographer
- Staff
- Graphics for posters and other marketing materials
- PR & Press Release

**80's Rewind Party & Pub Crawl - Parking Lot #1 and surrounding sidewalks and Participating Bars**

**CITY TO PROVIDE**

- Power
- Fencing
- Police
- DPW services
- Dumpster
- Tables & chairs
- Print 100 Posters
- Stage
- Trolley and / or School Bus for a total of five (5) hours
- Use of Parking Lot 1
- 1/2 page in Wyandotte Today (2<sup>nd</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

**WOW 360 TO PROVIDE**

- BBQ Vendors
- MLCC license
- insurance
- Marketing
- Security
- Signage
- Photographer
- Staff
- Graphics for posters and other marketing materials
- PR & Press Release

**JUNE - BARK ON BIDDLE – Parking Lot #1 / Park and surrounding sidewalks**

**CITY TO PROVIDE**

- Power
- Fencing
- Police
- DPW services
- Dumpster
- Stage
- Bleachers
- Tent, tables & chairs
- Band w. Sound
- Print Posters & Distribute
- Golf Cart and / or Gator
- Graphics for posters and other marketing materials
- 1/2 page in Wyandotte Today (2<sup>nd</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

#### WOW 360 TO PROVIDE

- Dog Entertainment
- Vendors
- Food Trucks
- MLCC license
- insurance
- Marketing
- Security
- Signage
- Photographer
- PR & Press Release

#### SEPT – BEER FEST - Parking Lot #1 and surrounding sidewalks

#### CITY TO PROVIDE

- Power
- fencing
- police
- DPW services
- Dumpster
- stage
- Tent, tables & chairs
- Print Posters
- Golf Cart and / or Gator

- 1/2 page in Wyandotte Today (3<sup>rd</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

#### WOW 360 TO PROVIDE

- Entertainment
- Food Trucks
- Bar
- MLCC license
- insurance
- Marketing
- Security
- Photographer
- Signage
- Graphics for posters and other marketing materials
- PR & Press Release

#### SEPT – Dave & Chuck the Freak .5k - Parking Lot #1 and surrounding sidewalks

#### CITY TO PROVIDE

- Power
- fencing
- police
- DPW services
- Dumpster
- stage
- Tables & chairs
- Print Posters
- 1/2 page in Wyandotte Today (4<sup>th</sup> Quarter)
- Inclusion on City website, Fort Street Sign, Social Media

#### WOW 360 TO PROVIDE

- Entertainment
- MLCC license
- insurance
- Marketing
- Security
- Photographer

- Signage
- Graphics for posters and other marketing materials
- PR & Press Release

#### **DEC - SANTA PUB CRAWL**

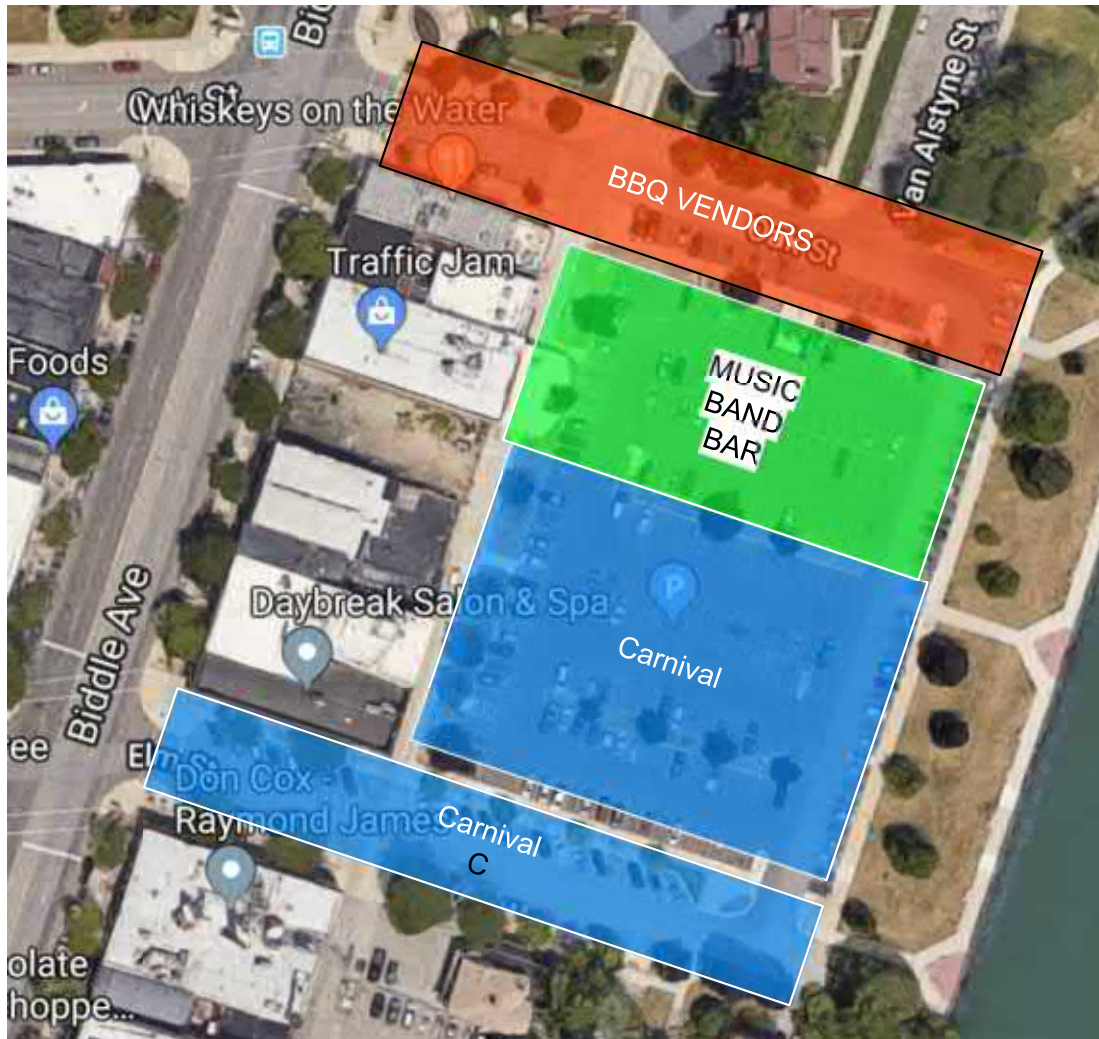
- Trolley and / or School Bus for a total of five (5) hours
- Print Posters & Distribute
- 1/2 page in Wyandotte Today (4<sup>rd</sup> Quarter)

#### **WOW 360 TO PROVIDE**

- Ticket Sale Manager
- Crawl passes
- Coordination of the Crawl with bars
- Marketing
- Activities at each stop
- Graphics for posters and other marketing materials
- PR & Press Release







## ACCESS TO LOT

Carnival - May 18-25

Music / Band - May 21-25

BBQ Vendors - May 21-25

Carnival Housing - Clty Hall Lot  
(West end) May 18-15

## EVENT DATES

May 22-25



## **RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the use of city sidewalks, streets and property for the events held on the below dates in addition to the previously approved events/dates from the WOW 360 Event Hosting Agreement 2019-2021:

- St. Patrick's Party & Leprechaun Crawl (March 15,16,17 2019, March 13, 14 & 17, 2020, March 12, 13 & 17, 2021 or other mutually agreed upon dates)
- Swiggin' Pig - (Mutually agreed upon dates) May 22 – 25, 2020, May 21-24, 2021)
- 80's vs 90's - (Saturday – June or July 2019, 2020, 2021)
- Wine Crawl (August 21 2019, August 21 2020, August 20, 2021)
- Fire & Flannel – (Sept 27-29, 2019, Sept 25-27, 2020, Sept 24-26, 2021)
- Cocktail Showdown / Dave & Chuck .5k (Nov 1-2, 2019, Nov -6-7, 2020, Nov 5-6, 2021)

BE IT FURTHER RESOLVED that WOW 360 Events will comply with the following:

- That any costs, overtime or otherwise, for any city staff/material/property for said event will be the responsibility of WOW 360 Events to be paid no later than 30 days following the event.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- WOW 360 Events will be responsible for clean up (glass, spills, broken items, etc.) before, during, and after the event.
- WOW 360 Event Productions must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs.
- Any requests made after this event is reviewed and approved by Council will be evaluated by the Special Events Coordinator and necessary Department Heads for consideration of approval.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 4.**

**ITEM: Special Event Application – WSAF Lemonade Agreement**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Please find the attached Wyandotte Street Art Fair Lemonade Agreements for Lori's Festive Catering to provide & supply five lemonade stands at the Wyandotte Street Art Fair - July 8 through July 11, 2020. The Contract has been approved by the Department of Legal Affairs and their insurance and hold harmless will be submitted by June 1, 2020, pending approval of this contract. We feel that this vendor will once again provide excellent service and will help make our downtown Wyandotte Street Art Fair a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various States. We appreciate your consideration and support of special event programming in the City of Wyandotte.

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

**ACTION REQUESTED:** We feel that Lori's Festive Catering will once again provide excellent service and request your support of this contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Revenue Lemonade – 285-000-655-072 between \$10,000-\$12,000

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

**LIST OF ATTACHMENTS:**

1. WSAF Lemonade 2020 Agreement
2. WSAF Lemonade 2020 Resolution

## **2020 Art Fair Lemonade Agreement**

The following are the terms entered this 8 day oct of 2019 for an agreement between the City of Wyandotte and Lori Oberlin, doing business as Lori's Festive Catering. Lori's Festive Catering agrees to maintain the shared Street Art Fair / Non-profit lemonade drink stands at the 2020 Wyandotte Street Art Fair, July 8<sup>th</sup> - 11<sup>th</sup> as follows.

### **RESPONSIBILITIES OF LORI'S FESTIVE CATERING:**

- Procure all necessary supplies - Lemons, sugar, cups, straws, ice and latex gloves
- Five Lemonade Stands - Tent set-ups, with hand-washing facilities and approved by the Wayne County Health Department
- Filing of all Wayne County Health Department licenses (Phone 734-727-7400) and stands will be ready for inspection prior to the Art Fair opening
- Insurance of \$1,000,000.00 Liability Policy (See below)
- Training of workers and leaders utilized by non-profit organizations in June at a location provided by the City
- Supply all location leaders
- All lemonade signage including those announcing the participating non-profits
- Lori's Festive Catering shall supply T-shirts (uniforms) and hats for volunteers up to 100 shirts.
- All areas area must be cleaned daily to eliminate trash, and trash related problems.

### **RESPONSIBILITIES OF CITY OF WYANDOTTE:**

- Supply of workers for the Lemonade Stands each day from one hour before to one hour after each daily event
- Building, for housing of supplies with an area of approximately 10 by 20 feet (if requested)
- Five Lemonade locations - 15' by 15' areas for tent, customer and room for display
- Hook-Ups for potable water, 110 electricity for five booths - two outlets each - letter to be given to Lori's Festive Catering Staff prior to event that will be used to approve the use of electrical hook up
- One parking space for stock trailer for the four days of the fair. The location of this space(s) will be negotiated prior to the event. Said space will allow for 110-volt electrical hook up.
- City of Wyandotte to organize training for those non-profit groups who are participating in the lemonade booths. Training to include a lemonade booth set up for demonstrating as well as handouts on the process and other event details (if requested by Lori's Festive Catering Staff)

### **TERMS OF THE AGREEMENT:**

- Lori's Festive Catering agrees to pay all costs of supplies out of total revenue
- Lori's Festive Catering agrees to pay 42% of remaining revenue to City of Wyandotte
- City of Wyandotte to contribute necessary funds to all participating Non-Profit organizations
- Lori's Festive Catering agrees to receive all remaining revenue 58%


- All supply costs will have written receipts and revenue can be verified by cup count
- All accounting or Audit will be provided to the Wyandotte Street Art Fair Committee within 90 days after the event to be reviewed by the City of Wyandotte.

**FUTURE STREET ART FAIRS:** If the City of Wyandotte is satisfied in its sole discretion with the performance of Lori's Festival Catering under the terms of this agreement, the city agrees to explore with Lori's Festival Catering whether both parties in their sole discretion wish to continue to negotiate to use Lori's Festival Catering in future street art fairs.

**SET UP:** The Art Fair will provide a map of the areas for set up to Lori's Festive Catering by June 1, 2020. Lemonade and Food Vendors for the Art Fair generally load in their secured booths along the Biddle Avenue prior to the Art Fair on Tuesday after 2 pm or prior to the Fair opening on Wednesday morning before 9:00 a.m. Biddle, the main road is closed on Monday, so positions on the roadway will be marked for the lemonade tents. You will receive a map of your locations and the Art Fair staff and Lori's Festive Catering will meet for more specific information about location of ice and as we approach the event.

**LIABILITY INSURANCE:** The concessionaire shall procure and maintain (copy to be submitted to the Art Fair Committee by June 1, 2020) for the duration of the fair bodily injury and property damage liability insurance in the amount of not less than \$1,000,000 combined single limit. Coverage shall include products liability. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy.

**HOLD HARMLESS AGREEMENT:** Lori's Festival Catering agrees to sign a hold harmless agreement for the City of Wyandotte. (Please see the attached document)

  
\_\_\_\_\_  
Matt Edens,  
d/b/a Lori's Catering  
PO Box 370  
Union Lake, MI 48387

10-8-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Wyandotte

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk's Office

\_\_\_\_\_  
Date

# HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to utilize the City of Wyandotte's sidewalks/streets to sell their product during the special event occurring July 6 - 15, 2020. The undersigned hereby assumes all risks and liability relating to the utilization of said sidewalks/streets and agrees to hold harmless and indemnify the City of Wyandotte, City Officials, City Employees, Wyandotte Street Art Fair, Wyandotte Street Art Fair Directors and Committee Members, from all liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or property of others arising out of or resulting directly or indirectly from the utilization of said City sidewalks/streets and space of their product in the City of Wyandotte during the above dates.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the utilization of said City sidewalks/streets and space of their product in the City of Wyandotte during the above dates.

Agreed to this 8th day of October, 2019.

Name - Matthew Edens

Address - 7955 Overline Dr Clarkston, MI 48348 (Printed)

Phone - 248-622-0926

Email - Edens1000@gmail.com

Signature - Matthew Edens

## **RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Lori's Festive Catering for the Wyandotte Street Art Fair, July 8th – 11th 2020 their insurance and hold harmless will be submitted by June 1, 2020, pending approval of this contract.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: 11/4/2019

AGENDA ITEM # 5.

**ITEM: Tulip Planting on Biddle Avenue Median**

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

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Boy Scouts of America would like to plant tulips around the perimeter of the Biddle Avenue median, a Wayne County Right of Way, between Plum Street and Grove Street on November 2, or November 9, 2019, depending on the weather. To do so a construction permit is required from Wayne County. Wayne County Permits office has agreed to permit this planting to occur as scheduled under the City's Annual Special Events Permit No A-19160, with the condition that the City submit a resolution assuming responsibility for the planting, cultivation, and maintenance of the tulips.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to create visually attractive gateways into the downtown and the city on major roads and avenues.

**ACTION REQUESTED:** Adopt a resolution assuming responsibility for the planting, cultivation, and maintenance of tulips in the Wayne County Biddle Avenue Right of Way.

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

**IMPLEMENTATION PLAN:** Adopt the proposed resolution and authorize the City Engineer to forward approved resolution to Wayne County Department of Public Services.

**LIST OF ATTACHMENTS:**

1. Tulip Planting on Biddle Avenue Blvd Resolution

## **RESOLUTION**

DATE: November 4, 2019

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

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE, that in consideration of the Wayne County Department of Public Services Permits Office issuing a construction permit under the City of Wyandotte's Annual Special Events Permit A-19160 to plant tulips in the Wayne County Right of Way, more particularly described as planting of tulips around the perimeter of the Biddle Avenue median from Plum Street to Grove Street, the City of Wyandotte hereby assumes all responsibility for the planting, cultivation and maintenance of said tulips.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 6.**

**ITEM: Appointment - Assistant Fire Chief**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The position of Assistant Fire Chief was included in the 2020 Fiscal Year budget. Promotional eligibility lists are created pursuant to promotion exams administered by the Wyandotte Firefighters Civil Service Commission which remain in effect for two (2) years. The current procedure to fill this vacancy allows for the rank of Captain and Lieutenant in the Fire Department to test for the position as well as eligible Sergeants as outlined in the Rules and Regulations of the City of Wyandotte Firefighters Civil Service Commission. The Mayor, with City Council approval, has the authority to select from the top three (3) candidates in the selection process.

The current eligibility list for Assistant Fire Chief had two (2) candidates. Interviews were held by the Mayor and the City Administrator with both candidates. While both candidates were impressive, a recommendation is being made to appoint Captain Thomas Lyon to the position of Assistant Fire Chief. Captain Wright has been a member of our Fire Department since September of 1998.

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

**ACTION REQUESTED:** Concur with the recommendation of the Mayor and Police and Fire Commission to appoint Captain Thomas Lyon to the position of Assistant Fire Chief.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Amounts were included in the recently adopted 2020 Fiscal Year Budget.

**IMPLEMENTATION PLAN:** The City's Administrative Office will coordinate the promotion.

**LIST OF ATTACHMENTS:**

1. Recommendation-Mayor
2. Recommendation-Police & Fire Commission
3. Appointment - Assistant Fire Chief Resolution

**OFFICIALS**

**Theodore H. Galeski**  
CITY ASSESSOR

**Lawrence S. Stec**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER



**MAYOR**  
**Joseph R. Peterson**

**COUNCIL**  
**Robert Alderman**  
**Chris Calvin**  
**Robert A. DeSana**  
**Megan Maiani**  
**Leonard T. Sabuda**  
**Donald Schultz Jr.**

October 16, 2019

Mr. John Harris, President  
And Members of the Police & Fire Commission

VIA ELECTRONIC MAIL

Dear Commission Members:

Enclosed is a copy of the correspondence from the Fire Fighters Civil Service Commission dated September 27, 2019, certifying the names of the eligible candidates for promotion to the rank of Assistant Fire Chief.

Please proceed with the promotion of Thomas Lyon to the position of Assistant Fire Chief, pending Captain Lyon's acceptance of the City's compensation package.

Very truly yours,

Joseph R. Peterson  
Mayor

Enclosure

cc: City Council  
Todd Drysdale, City Administrator  
Chief Dan Wright, Fire Department  
Lynne Matt, Secretary, Fire Department  
Beth Lekity, Fire Fighter's Civil Service Comm.



**CIVIL SERVICE COMMISSION**

**Michael Ptak**  
PRESIDENT

**David Liberacki**  
VICE-PRESIDENT

**Brian Kuhn**  
SECRETARY



**FIRE CHIEF**  
**Daniel Wright**

September 27, 2019

Mayor Peterson:

I am writing to respond to your letter at the direction of Civil Service Commission President, Mr. Mike Ptak. Currently, there are two eligible candidates for the position of Assistant Fire Chief:

RANK	NAME	ADJUSTED WRITTEN SCORE	SENIORITY POINTS	TOTAL	TEST EXPIRATION
ASST. FIRE CHIEF					5/13/2021
	Capt. M. Brandt	64.8000	20.0000	84.8000	
	Capt. T. Lyon	56.8000	14.9696	71.7696	

The eligibility list is attached for your reference.

Please contact Commission President, Michael Ptak, with any questions.

Sincerely,

Michael Ptak  
Fire Fighter's Civil Service Commission, President





CITY OF WYANDOTTE  
FIRE FIGHTER'S CIVIL SERVICE COMMISSION  
**ELIGIBILITY LIST**  
**JUNE 5, 2019**

RANK	NAME	ADJUSTED WRITTEN SCORE	SENIORITY POINTS	TOTAL	TEST EXPIRATION
<b>FIRE CHIEF</b>					<b>11/18/2019</b>
	Capt. T. Lyon	63.2000	19.0083	82.2083	
<b>ASST. FIRE CHIEF</b>					<b>5/13/2021</b>
	Capt. M. Brandt	64.8000	20.0000	84.8000	
	Capt. T. Lyon	56.8000	14.9696	71.7696	
<b>FIRE CAPTAIN</b>					<b>12/12/2020</b>
	Lt. G. Kmita	54.4000	20.0000	74.4000	
<b>FIRE LIEUTENANT</b>					<b>12/12/2020</b>
	Sgt. J. Moline	72.00	16.0000	73.6000	
	FF Daniel Hawkins	77.00	11.2453	72.8453	
<b>FIRE SERGEANT</b>					<b>10/17/2013</b>
<b>FIRE FIGHTER</b>					<b>3/7/2016</b>

## OFFICIALS

Theodore H. Galeski  
CITY ASSESSOR

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER



Daniel Wright  
Fire Chief

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Robert Alderman  
Chris Calvin  
Robert A. Desana  
Megan Maiani  
Leonard T. Sabuda  
Donald Schultz Jr.

October 22, 2019

Honorable Mayor and City Council  
City of Wyandotte  
3200 Biddle Ave.  
Wyandotte, MI 48192

Dear Mayor and Council,

We the members of the Wyandotte Police and Fire Commission have reviewed the recommendation made by Mayor Peterson. We are in concurrence with the recommendation of the Mayor to proceed with the appointment of Captain Thomas Lyon to the position of Assistant Fire Chief.

Sincerely,

John Harris, President  
Wyandotte Police and Fire Commission



## **RESOLUTION**

DATE: November 4, 2019

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

Concur with the recommendation of the Mayor and Police and Fire Commission to appoint Captain Thomas Lyon to the position of Assistant Fire Chief.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 7.**

**ITEM: Fire Department - Internal Promotions**

**PRESENTER:** Daniel Wright, Fire Chief

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The reestablishment and subsequent promotion of the Assistant Fire Chief has created several vacancies within the rank structure. A certified list of eligible candidates was acquired from the Civil Service Commission and the Police and Fire Commission has supported these promotions.

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

**ACTION REQUESTED:** To approve the promotion of Lieutenant Gregory Kmita to Captain and the promotion of Sergeant Jeremy Moline to Lieutenant.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** ACCOUNT # 101-336-725-110.  
No budget implications.

**IMPLEMENTATION PLAN:** Notify employees of new rank status and assignments.  
Forward certified resolution to Civil Service Commission for update of eligibility and seniority lists.

**LIST OF ATTACHMENTS:**

1. Request for promotions from Fire Chief
2. Support for promotions from Police and Fire Commission
3. Current eligibility list from Civil Service Commission
4. Fire Department - Internal Promotions Resolution

## OFFICIALS

Theodore H. Galeski  
CITY ASSESSOR

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER



Daniel Wright  
Fire Chief

## MAYOR

Joseph R. Peterson

## COUNCIL

Robert Alderman

Chris Calvin

Robert A. Desana

Megan Maiani

Leonard T. Sabuda

Donald Schultz Jr.

October 8, 2019

Honorable Police and Fire Commission  
City of Wyandotte  
3200 Biddle Ave.  
Wyandotte, MI 48192

Honorable Commissioners,

The reestablishment and subsequent promotion of the Assistant Fire Chief position has created several vacancies within the rank structure. I have acquired a certified list of eligible candidates from the Civil Service Commission. I am requesting your support for these promotions and am recommending the following:

- Promotion of Lieutenant Gregory Kmita to Captain
- Promotion of Sergeant Jeremy Moline to Lieutenant

These promotions will take effect upon the appointment by the Mayor and approval by City Council of the new Assistant Fire Chief. Tentatively that date will be October 21, 2019.

Sincerely,

Daniel Wright  
Fire Chief





## OFFICIALS

Theodore H. Galeski  
CITY ASSESSOR

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER



Daniel Wright  
Fire Chief

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Robert Alderman  
Chris Calvin  
Robert A. Desana  
Megan Maiani  
Leonard T. Sabuda  
Donald Schultz Jr.

October 9, 2019

Honorable Mayor and City Council  
City of Wyandotte  
3200 Biddle Ave.  
Wyandotte, MI 48192

Dear Mayor and Council:

We the members of the Wyandotte Police and Fire Commission have reviewed the request made by the Fire Chief. After reviewing the certified eligibility list provided by the Civil Service Commission, we are in concurrence with the Fire Chief's recommendation for the following promotions:

- Promote Lieutenant Gregory Kmita to Captain
- Promote Sergeant Jeremy Moline to Lieutenant

Sincerely,

John Harris, President  
Wyandotte Police and Fire Commission





CITY OF WYANDOTTE  
FIRE FIGHTER'S CIVIL SERVICE COMMISSION

# ELIGIBILITY LIST

JUNE 5, 2019

RANK	NAME	ADJUSTED WRITTEN SCORE	SENIORITY POINTS	TOTAL	TEST EXPIRATION
FIRE CHIEF					11/18/2019
	Capt. T. Lyon	63.2000	19.0083	82.2083	
ASST. FIRE CHIEF					5/13/2021
	Capt. M. Brandt	64.8000	20.0000	84.8000	
	Capt. T. Lyon	56.8000	14.9696	71.7696	
FIRE CAPTAIN					12/12/2020
	Lt. G. Kmita	54.4000	20.0000	74.4000	
FIRE LIEUTENANT					12/12/2020
	Sgt. J. Moline	72.00	16.0000	73.6000	
	FF Daniel Hawkins	77.00	11.2453	72.8453	
FIRE SERGEANT					10/17/2013
FIRE FIGHTER					3/7/2016

## **RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED that the Council concurs with the recommendation of the Fire Chief and Police and Fire Commission to approve the promotions of Lieutenant Gregory Kmita to Captain and Sergeant Jeremy Moline to Lieutenant, effective as of November 4, 2019.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 8.**

**ITEM: Wayne County Emergency Support Plan**

**PRESENTER:** Brian Zalewski, Chief of Police

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The Wayne County Department of Emergency Management and Homeland Security has issued support plans for all communities located in the County of Wayne. This plan of support is required to be on file with Wayne County should an emergency situation occur and we are in need of additional equipment, manpower, emergency supplies, and State or Federal funds. The Department of Emergency Management issued a template to each community identifying the responsibilities of each city department in the event of such emergency. The city departments and their respective department heads have signed their section of the support plan. Upon approval of the Mayor and City Council, each city department will be provided a copy for their files.

**STRATEGIC PLAN/GOALS:** In accordance with the Wyandotte Strategic Plan, the protect the health, safety, and general welfare of all of our residents, business owners, and visitors to the City of Wyandotte.

**ACTION REQUESTED:** Concur with the Wayne County Emergency Management and Homeland Security Operations Plan of Support.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** There will be no implication on the budget as I am only asking for approval with a resolution as requested by the County of Wayne.

**IMPLEMENTATION PLAN:** If approved by the City Council, a signed copy with a certified resolution will be forwarded to Wayne County to be filed with Wayne County Emergency Operations Plan.

**LIST OF ATTACHMENTS:**

1. Wayne County Emergency Support Plan-signed copy
2. Wayne County Emergency Support Plan Resolution

(City of Wyandotte)

## **SUPPORT EMERGENCY OPERATIONS PLAN**

An all-hazards plan supporting the (Wayne County Emergency Operations Plan/Emergency Action Guidelines), for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

(October 2019)

The information contained in this template, developed by the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD), should be used to assist in developing a Support Emergency Operations Plan which must then be reviewed by the Local Planning Team (LPT) and modified based on the community's emergency response capabilities.

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## Promulgation Document

Officials of (Wyandotte), in conjunction with County and State Emergency Eanagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.

---

Chief Executive Official  
(Mayor, City of Wyandotte)

---

Date



### **Approval and Implementation**

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how (Wyandotte) will handle emergency situations in cooperation with the (Wayne) Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. (Wyandotte) will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the (Wayne County) Emergency Management Program in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to "work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity." This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

**This plan supersedes all previous plans.**



**Record of Revisions**

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By
<u>September 23, 2019</u>	<u>Update contact names and information</u>	<u>All</u>	<u>B. Zalewski</u>

### Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Chief Executive Official	Mayor	Mayor's Office	10/2019	1
<b>(Mayor and City Council)</b>	City Council	City Hall	10/2019	1
<b>(Wayne County)</b> Emergency Management Coordinator	Wayne County Emergency Manager	Wayne County	10/2019	1
<b>(Wyandotte)</b> Emergency Management Liaison	Chief of Police	Police Department	10/2019	1
Communications and Warning Official	I.T. Director	I.T. Department	10/2019	1
Damage Assessment Official	City Engineer	Engineering Department	10/2019	1
Fire Services Official	Fire Chief	Fire Department	10/2019	1
Mass Care, Emergency Assistance, Housing, and Human Services Official	Recreation Director	Recreation Department	10/2019	1
Public Health and Medical Services Official	Fire Chief, HFH-Wyandotte	Fire Department, Hospital	10/2019	1
Public Information Official	Mayor's Office	City Hall	10/2019	1
<b>(Wyandotte)</b> Public Information Center	Chief of Police	Police Department	10/2019	1
<b>(Wyandotte)</b> Emergency Operations Center	Police Department	Police Department	10/2019	1
Wyandotte Municipal Services	GM-Municipal Services	City Hall	10/2019	1
Wyandotte City Clerk's Office	City Clerk	City Hall	10/2019	1
Wyandotte City Assessor's Office	City Assessor	City Hall	10/2019	1
Wyandotte Department of Public Service	Superintendent of DPS	DPS	10/2019	1
Wyandotte Treasury Department	City Treasurer	City Hall	10/2019	1

## Basic plan

### Purpose

(Wyandotte) has elected to incorporate into the (Wayne) Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, (Wyandotte) and the (Wayne) Emergency Management Program share joint responsibilities. The (Wyandotte) Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

### Scope

The (Wyandotte) Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, (Wyandotte) continues to implement the NIMS.

### Authorities and References

#### A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended,
2. (Wyandotte), local Emergency Management resolution,
3. (Wyandotte), adoption of the Support EOP,
4. Executive Directive No. 2005-09, the state adoption of the NIMS,
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
6. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,
7. Good Samaritan Law and Know Act of 1986.

#### B. References used to develop the Support EOP:

1. NIMS,
2. NRF,
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD),
4. Pub 204, MSP/EMHSD.

### Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the (Wayne) EOP, this document was developed in a cooperative, whole community effort between municipal



government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or update to the County EOP. After the plan is adopted by resolution of the (Mayor and Council) and approved by the CEO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the (Wayne) EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

### Situation Overview

- B. (Wyandotte) has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:
1. The mitigation of potential hazards.
  2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
  3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
  4. Integration with the (Wyandotte) EOP, (Wyandotte) hazard mitigation plan, MEMP, etc.
- C. Community profile:
- (Wyandotte) is located in the (Downriver Area) of (Wayne County). The community has a population of (25,151) residents. Approximately (10%) of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call.
- D. Hazard and threat analysis:
- According to the (Wayne County) (Hazard Mitigation Plan/Hazard Analysis), communities in the county are most vulnerable to: (common hazards). Areas within (Wyandotte) that are especially vulnerable to these hazards are: (Water Tower, Power Plant and Electrical Distribution Facility, BASF Corporation, CSX Rail Road, Norfolk Southern Rail Road, Downriver Waste Water Treatment Facility, Downriver Central 911 System and Public Safety Dispatch Center).
- (9) sites that contain extremely hazardous materials are located in (Wyandotte). Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.
- E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, (Wyandotte) has chosen to incorporate into the (Wayne County) Emergency Management

Program. To coordinate emergency management related matters with the County Emergency Management Program, the (City of Wyandotte) has appointed the (Mayor) to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between (Wyandotte) and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

### Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in (Wyandotte).
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within (Wyandotte) that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

### Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates the this Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the (Mayor) may declare a local state of emergency for (Wyandotte) if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the (Mayor), pursuant to local legislation, the (Mayor Pro-Tem) is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the (Mayor) to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:
  - 1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.



2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
  - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
  - b. The Emergency Management Liaison activates the EOC. The EOC is located at (2015 Biddle Ave.). If this location is unavailable, the alternate EOC location is (3200 Biddle Ave.).
  - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
  - d. Emergency Response Agencies are notified by the Emergency Management Liaison to report to the EOC through (telephone).
  - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
  - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
  - a. Activate County EOC and EOP
  - b. Respond with county resources
  - c. Activate MAA/MOUs to supplement county resources
  - d. Notify MSP/EMHSD District Coordinator
  - e. Make available incident information to MSP/EMHSD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

#### **Organization and Assignment of Responsibilities**

## A. Emergency Management Organization:

1. The (Wyandotte) emergency management organization is comprised of (11) agencies and departments that are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to nine specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control , and Coordination	Mayor and Administrative Services	Mayor	734-324-4540
Communications and Warning	Central Police/Fire Dispatch Center. Information and Technology Department	Central Dispatch Director of I.T.	Dispatch 734-324-4438. I.T. 734-324-7106
Damage Assessment	Engineering Department	City Engineer	734-324-4554
Fire Services	Fire Department	Fire Chief	734-324-7252
Mass Care, Emergency Assistance, Housing, and Human Services	Recreation Department	Recreation Director	734-324-7294
Public Health and Medical Services	Henry Ford Hospital- Wyandotte	On Duty Supervisor	734-246-6000
Public Information	Mayor's Office	Mayor	734-324-4540
Public Safety	Police Department	Police Chief	734-324-4420
Public Works	Department of Public Service	DPS-Supervisor	734-324-4583
Electric/Water/Cable	Municipal Services	General Manager	734-324-7111
Finance Services	Treasury Department. Finance Department.	City Treasurer City Administrator	734-324-2001 734-324-4466

3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 <sup>st</sup> Alternate	2 <sup>nd</sup> Alternate

4. (Wyandotte) maintains (11) fulltime departments. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
  - a. Assist in the development, review and maintenance of Support EOP and County EOP.
  - b. Report to the local EOC when activated for scheduled exercises or emergencies.
  - c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
  - d. Maintain a list of resources available through the departments.
  - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
  - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
  - g. Train personnel in emergency management functions and NIMS/ICS concepts.
  - h. Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
  - i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.



## **ANNEXES**

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works

**ANNEX A****DIRECTION, CONTROL, AND COORDINATION**

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the [\(Wayne County EOP/EAG\)](#).

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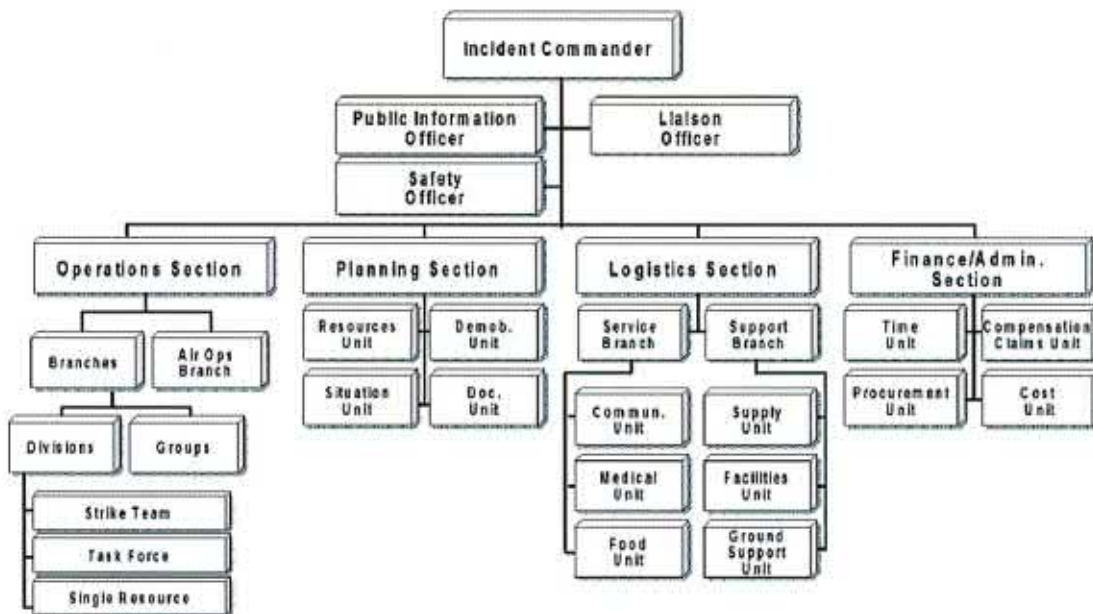
Responsible Agency: Executive Office

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**Direction, Control, and Coordination Checklist**

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	<b>EOC operations</b>
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	<b>Local authority</b>
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	<b>Assistance to other agencies</b>
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	<b>Logistics</b>
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



**DIRECTION, CONTROL, AND COORDINATION**

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Mayor's Office	Mayor

The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mayor Pro-Tem	City Hall
City Administrator	City Hall

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Chief of Police	Police Department
Chief of Fire	Fire Department

The CEO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE
	10/2/19
SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE
	10/2/19



**ANNEX B****COMMUNICATIONS AND WARNING**

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the [\(Wayne County EOP/EAG\)](#)

---

Responsible Agency: [\(911 Dispatch Center, IT Department\)](#)

---

**Communications and Warning Checklist**

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	<b>Communication links</b>
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes <a href="#">(telephone, cell phone, radios, email.)</a>
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include <a href="#">(telephone, cell phone, radios, email)</a>
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	<b>Disaster warning and information</b>
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include <a href="#">(sirens, PA announcements, door-to-door notification, Code Red.)</a>
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	<b>Official notification</b>
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

**COMMUNICATIONS AND WARNING**

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Police Department	Deputy Chief of Police
Information and Technology Department	Director of I.T.

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Police Lieutenant	Police Department

**(Director of I.T.)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE
	10/2/19

## ANNEX C

### DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the [\(Wayne County EOP/EAG\)](#):

---

Responsible Agency: [\(Department of Engineering, Department of Assessor\)](#)

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#### Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	<b>Damage assessment</b>
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMHSD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	<b>Dissemination of DA information</b>
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	<b>Logistics</b>
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

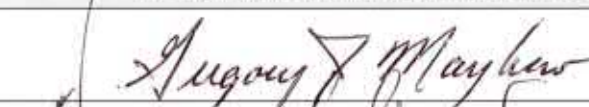
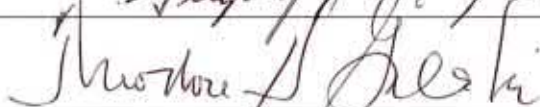


**DAMAGE ASSESSMENT**

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Engineering Department	City Engineer
Department of Assessing	City Assessor

**(City Engineer, City Assessor)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE
	10/2/19
	10-4-19



## ANNEX D

### FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the [\(Wayne County EOP/EAG\)](#)

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Responsible Agency: [\(Fire Department\)](#)

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#### Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	<b>Response activities</b>
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	<b>Assistance to other agencies</b>
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

**FIRE SERVICES**

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Fire Department	Fire Chief

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy Fire Chief	Fire Department

**(Fire Chief)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE
	10/2/19

## ANNEX E

## MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the [\(Wayne County EOP/EAG\)](#)

---

Responsible Agency: [\(Recreation Department\)](#)

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## Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	<b>Disaster-related needs</b>
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	<b>Protective action</b>
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: <a href="#">(Copeland Center-3206 4<sup>th</sup> St., Yack Arena-3131 3<sup>rd</sup> St.)</a>

**MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES**

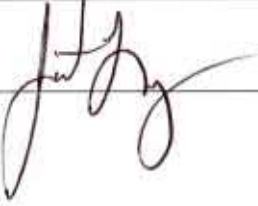
The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Recreation Department	Superintendent of Recreation

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Supervisor	Recreation Department

**(Superintendent of Recreation)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE
	10/2/19



## ANNEX F

## PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the (Wayne County EOP/EAG)

---

Responsible Agency: (Fire Department, Henry Ford Hospital-Wyandotte)

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## Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	<b>Patient care</b>
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	<b>Public health</b>
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

**PUBLIC HEALTH AND MEDICAL SERVICES**

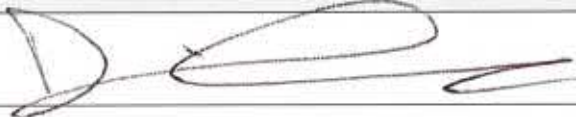
The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Fire Department	Fire Chief

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy Fire Chief	Fire Department
Hospital Emergency Room Supervisor	Henry Ford Hospital-Wyandotte

**(Fire Chief)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE
	10/2/19

## ANNEX G

### PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the (Wayne County EOP/EAG)

---

Responsible Agency: (Mayor's Office)

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#### Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	<b>Pre-disaster public education</b>
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials are developed for non-English speaking individuals or others who require FNSS.
	<b>Disaster warning and information</b>
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	<b>Media coordination</b>
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by <u>(Mayor, City Administrator)</u> .
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at <u>(Emergency Operations Center, City Hall, or alternate EOC location)</u> .
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

**PUBLIC INFORMATION**


The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Mayor's Office	Mayor

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mayor Pro-Tem	City Hall
City Administrator	City Hall

**(Mayor)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE
	10/2/19



## ANNEX H

### PUBLIC SAFETY

The Public Safety function is concerned to ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the [\(Wayne County EOP/EAG\)](#)

---

Responsible Agency: [\(Police Department\)](#)

---

#### Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	<b>Response activities</b>
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	<b>Transportation</b>
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	<b>Assistance to other agencies</b>
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

**PUBLIC SAFETY**

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Police Department	Chief of Police

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy Chief of Police	Police Department

**(Chief of Police)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE
	10/2/2019

**ANNEX I****PUBLIC WORKS**

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the **(Wayne County EOP/EAG)**

---

Responsible Agency: **(Public Works Department)**

---

**Public Works Checklist**

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	<b>Response activities</b>
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	<b>Damage assessment</b>
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	<b>Transportation</b>
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	<b>Assistance to other agencies</b>
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	<b>Logistics</b>
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

**PUBLIC WORKS**

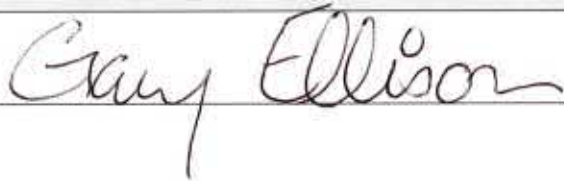
The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Department of Public Service	Superintendent of Public Services

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Assistant Superintendent of Public Service	Department of Public Services

**(Superintendent of Public Service)** is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE
	10-15-19

**RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the adoption of the Support Emergency Operation Plan of Wayne County

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz**

**NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 9.**

**ITEM: Cable System – Amended Revenue Bond Ordinance**

**PRESENTER:** Paul LaManes – General Manager

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** At the September 9, 2019 regular City Council meeting, Council approved the Cable System Revenue Bond Ordinance under resolution 2019-342. Subsequent to approval, the City has been advised by its Municipal Advisor that adding an additional covenant to the Ordinance will allow the Commission to sell the Bonds at a more favorable interest rate. Section 20 of the ordinance would be amended to add the following as a new subsection (f): Bond Reserve Account Deficiency. If at any time the amount on deposit in the Bond Reserve Account is less than the Bond Reserve Requirement due to a draw for the payment of the principal of and interest on the Bonds as to which there would otherwise be a default, the President of the Commission shall certify to the City Administrator the amount necessary to restore the balance of the Bond Reserve Account to an amount equal to the Bond Reserve Requirement, and the City Administrator shall include an appropriation to the System for the Bond Reserve Account in the amount certified by the President of the Commission in the annual budget submitted to the City Council for the next fiscal year of the City.

**STRATEGIC PLAN/GOALS:** Providing the public with friendly, responsive, reliable and customer-focused services that are fiscally responsible.

**ACTION REQUESTED:** Approval of the amended Cable System Revenue Bond Ordinance for the addition to Section 20 of subsection (f).

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The Series 2019 bonds are an integral part of the multi-year business plan for the Cable Utility that ultimately impacts each future budget year.

**IMPLEMENTATION PLAN:** Subsequent to City Council passing and adopting the ordinance amendment, a certified copy of the resolution will be returned to bond counsel for inclusion with the documents prepared for the bond sales and closing.

**LIST OF ATTACHMENTS:**

1. Revised Cable Bond Ordinance Resolution

## **RESOLUTION**

DATE: November 4, 2019

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

**RESOLVED** by the City of Wyandotte City Council that Council concurs with the Wyandotte Municipal Services Commission and approves the Ordinance to Amend the Cable System Revenue Bond Ordinance, as recommended by WMS management, as follows,

**City of Wyandotte  
County of Wayne, State of Michigan**

**AN ORDINANCE TO AMEND THE  
CABLE SYSTEM REVENUE BOND ORDINANCE  
CERTIFIED RESOLUTION 2019-342.**

WHEREAS, on September 9, 2019 the City Council of the City of Wyandotte (the “City”) enacted the Cable System Revenue Bond Ordinance, Certified Resolution 2019-342 (the “Ordinance”) to authorize and provide for the issuance of City of Wyandotte Cable System Revenue Bonds; and

WHEREAS, the City has not yet issued Bonds pursuant to the Ordinance; and

WHEREAS, the City has been advised by its Municipal Advisor that adding an additional covenant to the Ordinance will allow the Commission to sell the Bonds at a more favorable interest rate; and

WHEREAS, the City wishes to enact this amendatory ordinance for the purpose of adding to the covenants and agreements of the City contained in the Ordinance.

**THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in the Ordinance except when otherwise indicated by the context.

Section 2. Amendment to Ordinance. Section 20 of the Ordinance is hereby amended to add the following additional covenant as a new subsection (f):

(f) Bond Reserve Account Deficiency. If at any time the amount on deposit in the Bond Reserve Account is less than the Bond Reserve Requirement due to a draw for the payment of the principal of and interest on the Bonds as to which there would otherwise be a default, the President of the Commission shall certify to the City Administrator the amount necessary to restore the balance of the Bond Reserve Account to an amount equal to the Bond Reserve Requirement, and the City Administrator shall include an appropriation to the System for the Bond Reserve Account in the amount certified by the President of the Commission in the annual budget submitted to the City Council for the next fiscal year of the City.

Section 3. Repeal. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are repealed.

Section 4. Severability and Paragraph Headings. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 5. Publication and Recordation. This Ordinance shall be published in full in *The News-Herald*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the Clerk.

Section 6. Effective Date. As provided in Act 94, this Ordinance shall be effective immediately upon its adoption.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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**COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

**NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 10.**

**ITEM: Acquisition of Property at 321 Sycamore**

**PRESENTER:** Gregory J. Mayhew

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** This property is a non-conforming home sits on the south half of a lot of record. The property became available for the City to purchase for \$25,000.00

Lot Size: 50' x 70'

2019 SEV: \$49,800

Market Value: \$99,600

Demolition Cost: \$10,000.00

**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.

**ACTION REQUESTED:** 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. 321 Sycamore Information
2. Acquisition of Property at 321 Sycamore, Wyandotte, MI Resolution

William R. Look

Richard W. Look  
(1912-1993)

**OFFER TO PURCHASE REAL ESTATE**

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

City  
Township of  
Village

Wyandotte

Wayne

County, Michigan, described as follows:

The South 1/2 of Lot 5 Plat of Wyandotte, Block 106, as recorded in Liber 1,

Page 56, Wayne County Records.

being known as

321 Sycamore

Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit

if any, now on the premises, and to pay therefore the sum of Twenty-Five Thousand (\$25,000.00)

Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

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

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

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

<b>Taxes and Prorated Items</b>	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. <b>Due dates are August 1 and December 1.</b>
<b>Broker's Authorization</b>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to accept this offer and the deposit of <u>0</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

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

The closing of this sale shall take place at the office of \_\_\_\_\_

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

Additional conditions, if any: **1. Contingent upon City Council approval, 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing**

City of Wyandotte:

IN PRESENCE OF:

\_\_\_\_\_  
L. S.  
**JOSEPH R. PETERSON, Mayor** **Purchaser**

\_\_\_\_\_  
L. S.  
**LAWRENCE S. STEC, Clerk** **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 \_\_\_\_\_  
By: \_\_\_\_\_ Broker

Phone \_\_\_\_\_ This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

**Joyce Kubley Trust**

IN PRESENCE OF:

 L. S.  
**JOYCE R. KUBLEY, TRUSTEE** **Seller**

Address \_\_\_\_\_

Dated THOMAS A. KUZMIAL 10/8/2014 Phone \_\_\_\_\_

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

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

Dated \_\_\_\_\_ L. S.  
Purchaser

## Kelly Roberts

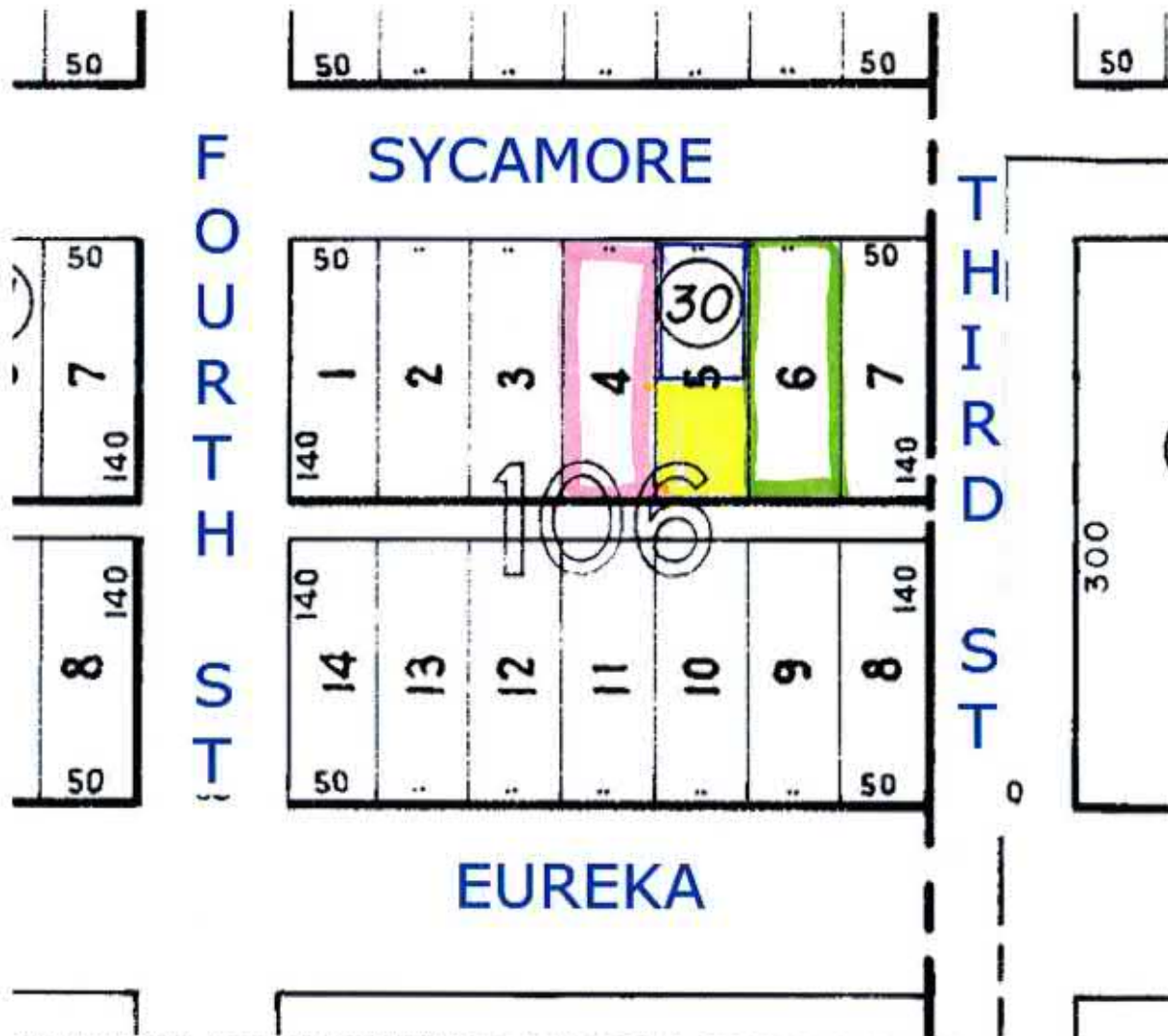
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**From:** Kelly <sksrobash@aol.com>  
**Sent:** Thursday, October 24, 2019 2:11 PM  
**To:** Kelly Roberts  
**Subject:** Picture



Sent from my iPhone





315 SYCAMORE - LOT 6 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 106  
 Lot Size: 50' x 140'

321 SYCAMORE - THE SOUTH 1/2 OF LOT 5 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 106  
 Lot Size: 50' x 70'

323 SYCAMORE - THE NORTH 1/2 OF LOT 5 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 106  
 Lot Size: 50' x 70'

331 SYCAMORE - LOT 4 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 106  
 Lot Size: 50' x 140'

## **RESOLUTION**

DATE: November 4, 2019

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

RESOLVED that Council concurs with the recommendation of the City Engineer to acquire the property at 321 Sycamore in the amount of \$25,000.00 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 \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: 11/4/2019

AGENDA ITEM # 11.

**ITEM: Presentations to Council**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Considering the many requests the city receives from groups wishing to publicize events, honor recipients, and present organizations with honors and donations, the Clerk's office is putting forward for Council consideration, to move the presentations segment of the meeting to 6:30 p.m. prior to the starting time of the regular meeting at 7:00 p.m. It is also being suggested that presentations be continued to be made through the Mayor's office, limited to two per evening, limited to ten minutes, and scheduled on a first come, first served basis. Televising of the presentations will be subject to the availability of cable personnel.

Presentations which are part of agenda items being presented by their department heads or their designee, would appear when the agenda item is presented and would not be placed prior to the meeting. If council concurs with this recommendation, the Clerk's office further recommends that the new protocol begin with the next regularly scheduled meeting on November 18, 2019. Thank you for your consideration.

**STRATEGIC PLAN/GOALS:** To ensure more organized and efficient Council Meetings for citizens and city staff.

**ACTION REQUESTED:** To concur with the recommendation of the City Clerk to move presentations prior to the start of the Council Meeting

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

**IMPLEMENTATION PLAN:** Read and vote on at the meeting of November 4, 2019, and implement change by November 18, 2019.

**LIST OF ATTACHMENTS:**

1. Presentations to Council Resolution



## **RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk to move the "presentations" section of the regularly scheduled council meetings to 6:30 p.m. And that presentations be continued to be made through the Mayor's office, limited to two per evening, limited to ten minutes, and scheduled on a first come, first served basis.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
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**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 12.**

**ITEM: Sale of 504 Poplar & Former 2434 5th to Wyandotte Community Alliance**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City purchased the property known as 504 Poplar for \$35,000.00 on August 13, 2019. After an inspection by the Engineering Department and the Wyandotte Community Alliance (WCA), it was determined that the property should be rehabilitated. The WCA and the City have worked together in rehabilitating nine (9) homes over the last ten (10) years. The most recent home at 307 Ford Avenue is currently being rehabbed by the WCA. The Engineering Department recommends selling this property and the former 2434 5th Street for the amount of \$1.00.

**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.

**ACTION REQUESTED:** Authorize the Department of Legal Affairs to prepare a Quit Claim Deed to sell the property known as 504 Poplar and the former 2434 5th Street to the Wyandotte Community Alliance for \$1.00 and approve the Mayor and City Clerk to execute same.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Property was purchased from the TIFA Land Acquisition account 492-200-850-519

**IMPLEMENTATION PLAN:** Mayor and City Clerk execute the Quit Claim Deed; the Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs approval.

**LIST OF ATTACHMENTS:**

1. City owned property 504 Poplar, Wyandotte Resolution

## **RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the sale of the property known as 504 Poplar and the former 2434 5th Street to the Wyandotte Community Alliance (WCA) in the amount of \$1.00.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 13.**

**ITEM: Sale of Former 400 Highland**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** This property was offered for sale in accordance with the 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 [www.wyandotte.net/FrontDesk/RequestForProposals.asp](http://www.wyandotte.net/FrontDesk/RequestForProposals.asp). 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 Peter and Kerry Fraley, 1453 Page, Lincoln Park, MI, for the construction of new single family home consisting of approximately 2,075 square feet, 3 bedrooms, 2.5 baths, attached garage, full basement, and the exterior to be brick on the 1st floor and the remaining exterior to be vinyl siding.

**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.

**ACTION REQUESTED:** Approve Purchase Agreement to sell said property at Former 400 Highland to Mr. and Mrs. Fraley in the amount of \$10,000.00.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 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. 400 Highland Information
2. Sale of Former 400 Highland Resolution

# OFFER TO PURCHASE REAL ESTATE

**1. THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the City of Wyandotte, Wayne County, Michigan, described as follows: Lots 428 through 431 Inclusive, Emmon's Orchard Subdivision, as recorded in Liber 38 Page 30 of Plats, Wayne County Records WCR being known as the Former 400 Highland now known as 410 Highland Street, and to pay therefore the sum of Ten Thousand Dollars & 00/100 (\$10,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

## THE SALE TO BE CONSUMMATED BY

### PROMISSORY NOTE/MORTGAGE SALE

<b>PROMISSORY/ MORTGAGE SALE</b>	1. The Purchase Price of <u>\$10,000.00</u> 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 deemed 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.
<b>Evidence of Title</b>	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.
<b>Time of Closing</b>	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.
<b>Purchaser's Default</b>	4. If Purchaser(s) defaults, Seller may retain the Deposit and Purchaser(s) is responsible for all costs incurred by Seller.
<b>Seller's Default</b>	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.
<b>Title Objections</b>	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.
<b>Possession</b>	7. 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>n/a</u> per day. <del>THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ _____ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.</del>
<b>Taxes and Prorated Items</b>	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. <b>Due dates are August 1 and December 1.</b> 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 within the time indicated in Paragraph 3.
<b>Broker's Authorization</b>	10. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI . However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: 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 2,075 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 on the entire 1<sup>st</sup> floor on all sides and the remaining exterior to be vinyl siding.
  - Attached garage. Garage cannot extend more than 3 feet in front of the living quarters of the home.
  - Wrap around front porch along 4<sup>th</sup> Street.
  - 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.

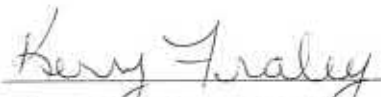
16. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
17. 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.
22. 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.

PURCHASER(S):

  
Peter Fraley  
1453 Angel Avenue, Lincoln Park, MI 48146

  
Kerry Fraley

Dated: 10/18/19

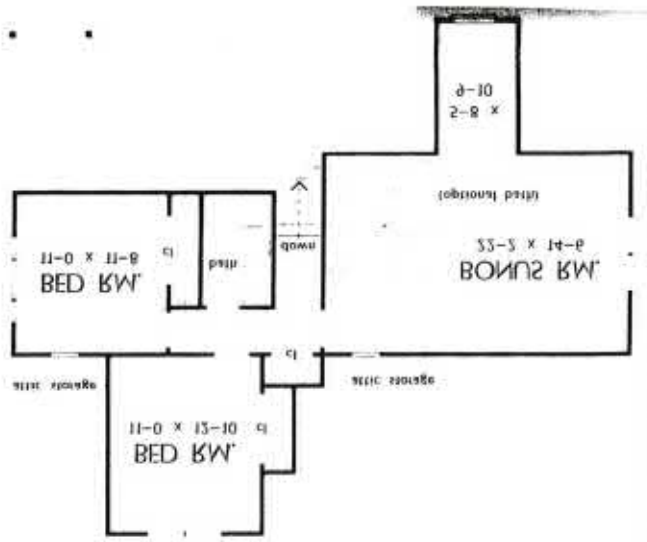
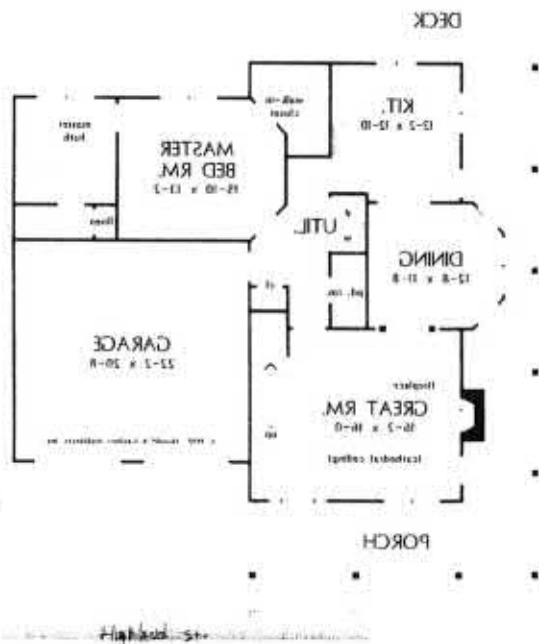
SELLER(S): CITY OF WYANDOTTE

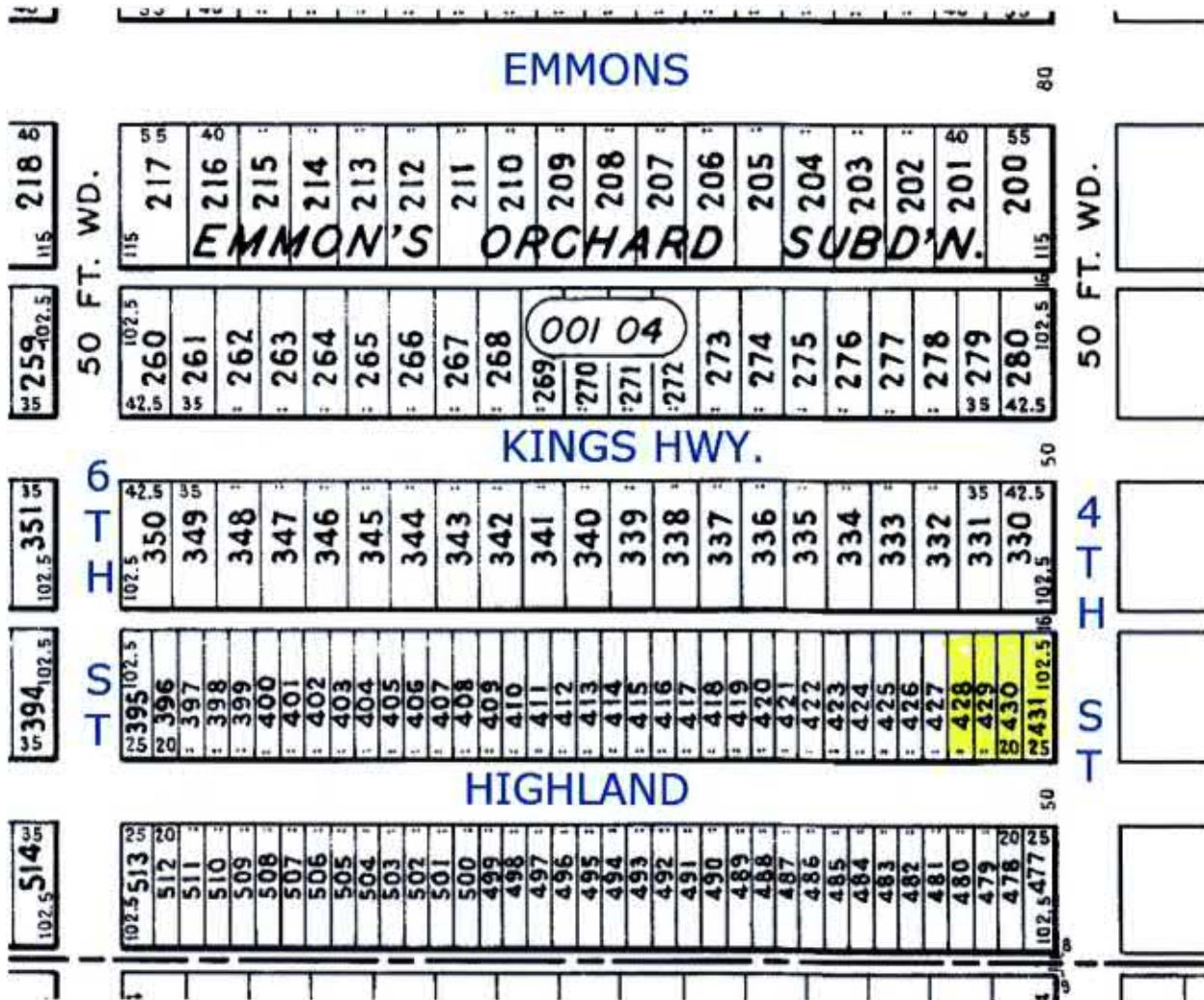
Joseph R. Peterson, Mayor  
3200 Biddle Avenue, Wyandotte, MI

Lawrence S. Stec, City Clerk

Dated: \_\_\_\_\_ Legal Department Review \_\_\_\_\_







FORMER 400 HIGHLAND - LOTS 428 TO 431 INCL EMMON'S ORCHARD SUB P. C.

LOT SIZE: 85' X 102.5'

## **RESOLUTION**

DATE: November 4, 2019

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

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 400 Highland 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 400 Highland to Peter and Kerry Fraley in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Peter and Kerry Fraley 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, also, the Purchasers shall be responsible for removing the concrete between the sidewalk and curb and installing grass in that area, and replacing any existing unused drop curb with full height curb;

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 400 Highland, between Peter and Kerry Fraley 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 \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 14.**

**ITEM: Community Development Block Grant (CDBG) Program 2019-2024**

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

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Wayne County Department of Health, Veterans and Community Wellness Division distributes the Community Development Block Grant (CDBG) Program for the cities in Wayne County. In past years, funds were allocated to each community by populations. In 2019, the County changed the allocation process and now request every City submit proposals for projects to use the CDBG funds. Proposals for CDBG Funding were due on May 24, 2019. The Engineering Department requested funding for Street Improvements in the amount of \$115,000 and Youth Assistant in the amount of \$13,000. The City received funding for Youth Assistance only in the amount of \$20,000. These funds will be used for counselling of any child who attends the Wyandotte Public School System and who's family is low to moderate income. The Youth Assistance Program is run by Joanne Lanagan.

Therefore, enclosed is the CDBG Subrecipient Agreement for 2019-2020 for your consideration.

**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

**ACTION REQUESTED:** Adopt a Resolution authorizing the Mayor and City Clerk to execute the Sub-Recipient Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Project budgeted into the 2019-2020 budget year.

**IMPLEMENTATION PLAN:** Execute document and inform Youth Assistant Director

**LIST OF ATTACHMENTS:**

1. CDBG 2019-2020 Agreement
2. Community Development Block Grant (CDBG) Program Resolution

SUBRECIPIENT AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
BETWEEN THE  
CHARTER COUNTY OF WAYNE  
AND  
CITY OF WYANDOTTE

Term July 1, 2019 through June 30, 2024

Catalog of Federal Domestic Assistance (CFDA)  
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this \_\_\_\_\_ 1st day of July, 2019, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the **City of Wyandotte, whose address is 3200 Biddle Ave., Wynadotte MI 48183 (the "Subrecipient")**.

### **Mutual Understandings**

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2019 starting July 1, 2019 ("Program Year").
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

### **Section 1**

#### **Definitions**



In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01 **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02 **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$20,000 (Twenty Thousand Dollars).**
- 1.04. **"City"** means the following:
  - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
  - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.



- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne, Michigan.
- 1.16. **"Records"** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. **“Subrecipient”** shall mean the **City of Wyandotte**, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

## **Section 2**

### **Statement of Purpose and Eligible Activities of the Housing and Community Development Act**

#### **2.01 CDBG Objective**

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

#### **2.02 Compliance With CDBG Eligible Activity Requirements**

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the

State in which it is located) in the 12 calendar months before the submission of the action plan;

### **2.03 National Objectives.**

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

#### **1. Benefits low and moderate income persons**

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
  - 1) Area is primarily residential and activity meets LMI needs.
  - 2) Income levels are documented by Census or an approved substitute.
  - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
  - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
  - 2) Assistance is for LMI persons owning or developing microenterprises.
  - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
  - 1) At least 51% of units must be occupied by LMI.
  - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
  - 1) At least 51% of the jobs must be held by or available to LMI persons.

#### **2. Aids in the prevention or elimination of slums or blight**

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- a. The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;

- b. The area must also meet either one of the two conditions specified below:
  - 1) At least 25 percent of the properties throughout the area exhibit the following:
    - i. Physical deterioration of buildings/improvements;
    - ii. Abandonment of properties;
    - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
    - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
    - v. Known or suspected environmental contamination. •
  - 2) Public improvements throughout the area are in a general state of deterioration. |
- c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

**3. Meets a need having a particular urgency (referred to as urgent need).**

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

**Section 3**

**Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements**

**3.01 Description of Work and Deadlines**

The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A ("Work") and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any Work shall be completed on or before

eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

### **3.02 CDBG Activity Description**

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

### **3.03 Transfer or Reallocation**

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

### **3.04 Payment Restrictions**

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated

hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

### **3.05 Payment Disputes**

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

### **3.06 Timely Execution of Agreement Required**

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper



authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

### **3.07 Due Diligence Requirements**

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

## **Section 4**

### **Contractors**

#### **4.01 Using Contractors**

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

#### **4.02 Contractor Procurement**

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 24 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be



used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

#### **4.03 Agreements with Contractors**

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
  - a. Equal opportunity
  - b. Nondiscrimination
  - c. Labor standards
  - d. Anti-lobbying
  - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

#### **4.04 Limitation on Term of Contractor Agreements**

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

## **Section 5**

### **Records and Reports**

#### **5.01 Records Requirements**

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### **5.02 Retention of Records**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual

performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### **5.03 Recipient Right to Examine and Audit**

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

### **5.04 Activity Description Records**

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

### **5.05 Program Related Reports**

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

## **Section 6**

### **Program Income**

#### **6.01 Treatment of Program Income**

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

#### **6.02 Interest Bearing Account Requirement**

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

#### **6.03 Remittance Guidelines**

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

## **Section 7**

### **Use of Real Property**

#### **7.01 Use Restrictions**

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

#### **7.02 Security Requirement**

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

#### **7.03 Requirement of Notice and Permission for Sale of Property**

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

## **Section 8**

### **Compliance with Federal Laws, Rules, and Regulations**

#### **8.01 General Compliance With Law and Specifically Federal Law**

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood



hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and **Suspension in Appendix D**
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or



conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

#### **8.02 Compliance With State and Local Law**

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.

- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.
- I. All applicable state and local human and civil rights laws.

## **Section 9**

### **Suspension and Termination**

#### **9.01 Termination For No Cause**

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

#### **9.02 Termination for Material Breach**

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such

terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

#### **9.03 Subrecipient's Duties After Termination**

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.

- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.
- H. Secure any Work to prevent any damage or waste.

**9.04 Records Upon Termination**

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

**9.05 Failure to Deliver Records**

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

**9.06 Access to Records Upon Termination**

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any

information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

**9.07 Assistance to Terminate**

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

**Section 10**  
**Reversion of Assets**

**10.01 Return of Unspent CDBG Funds**

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

**10.02 Unused Equipment**

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

**Section 11**  
**Expenditure of Community Development Block Grant Funds**

**11.01 Compliance With CDBG Spending Requirements**

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG

Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

## **Section 12**

### **Amendment**

#### **12.01 Amendment Requirements**

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

## **Section 13**

### **Indemnification**

#### **13.01 General Indemnification and Hold Harmless Requirement**

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.



- B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

**13.02 Responsibility for Property Loss**

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

**13.03 Coverage of the term "Recipient"**

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

**13.04 Independent Contractor Relationship between Recipient and Subrecipient**

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

### **13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless**

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

## **Section 14**

### **Insurance**

**14.01** The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

- 14.02** Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
- 14.03** Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

- 14.04** Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05** Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08** Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:
- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
  - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.

- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
- 14.09** Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.
- 14.10** Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.
- 14.11** Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

## **Section 15**

### **Assignment and Subcontract**

#### **15.01 Restrictions on Transfer or Assignment**

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

#### **15.02 Subcontracts**

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

**“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”**

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

**15.03 Succession**

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.



**Section 16**  
**Conflict of Interest**

**16.01 Covenant of No Conflict of Interest**

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

**16.02 Warranty of Non-Solicitation of County Employees**

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

**16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any

contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

## **Section 17**

### **Notices**

#### **17.01 Manner of Notice**

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

City of Wyandotte

3200 Biddle Ave. Wyandotte MI 48192

gmayhew@wyandottemi.gov

(734) 324-4554

If to the Recipient:

The Charter County of Wayne

Community Development Department

28<sup>th</sup> Floor, Wayne County Building

500 Griswold

Detroit, Michigan 48226-2831

Attention: Terry Carroll-Director of Community Development

#### **17.02 Effect of Notice and Requirements**

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

### **17.03 Special Notices**

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

### **17.04 Point of Contact**

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work ("Point of Contact"). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

## **Section 18**

### **Severability of Provisions**

#### **18.01 Provisions Enforceable Despite Disallowed Provisions**

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **Section 19**

### **Jurisdiction**

#### **19.01 Jurisdiction and Venue in Wayne County, State of Michigan**

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne

County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

## **Section 20**

### **CDBG Certification**

#### **20.01 Ongoing Certification Compliance Required**

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

## **Section 21**

### **Authorization / Misc**

#### **21.01 Proper Authorization**

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

#### **21.02 Signage Requirement**

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

**21.03 Wayne County Commission Approval Required**

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

**Section 22**

**Signature**

**22.01 Duly Authorized Signatures**

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

**CITY OF Wyandotte**

By: \_\_\_\_\_  
Joseph R. Peterson, Mayor  
Certifying Officer

By: \_\_\_\_\_  
Lawrence S. Stec, Clerk

**CHARTER COUNTY OF WAYNE**

By: \_\_\_\_\_  
Warren C. Evans  
Wayne County Executive

County Commission approved and  
Execution Authorized  
by Resolution

No. \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX A**  
**CDBG PROJECTS**

Grantee	PY 2019 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Wyandotte		Public Services/ youth assistance	\$20,000	05D	LMC	Elderly	N/A	City wide	Enhance Suitable Living	19/34/05 D

\*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

**APPENDIX B**  
**PROGRAM INCOME**

# WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:

GRANT YEAR:

QUARTER:

July 1, 2019 to June 30, 2024

COMPLETE HIGHLIGHTED  
SPACES ONLY

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	\$ - (June 30th only)	-	-	-	-	-
<b>INCOME SOURCES</b>						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
<b>Total Income Sources</b>		-	-	-	-	-
<b>EXPENDITURES - Stipulate Contract No. and Activity Name</b>						
<b>Planning Expenditures Summary Only - Attach Detail Listing</b>		-	-	-	-	-
<b>Administrative Expenditures Summary Only - Attach Detail Listing</b>		-	-	-	-	-
<b>Public Service Expenditures Summary Only - Attach Detail Listing</b>		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
<b>Non-Cap Expenditures Summary - Attach Detail Listing</b>		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		-	-	-	-	-

### **Instructions for Completing the Quarterly Program Income Report**

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10<sup>th</sup> floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

**APPENDIX C**  
**CERTIFICATIONS**

## Local Government Certifications

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In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

**Affirmatively Further Fair Housing** – The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

**Anti-Displacement and Relocation Plan** – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

**Drug Free Workplace** – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The local government's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,



subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan –** As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

**Section 3 –** The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ Certifying Officer	_____ Date
Joseph R. Peterson, Mayor	
_____ Lawrence S. Stec, Clerk Clerk	_____ Date

## Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

**Citizen Participation --** To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

**Following a Plan --** To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

**Excessive Force** – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-Discrimination laws** – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

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

\_\_\_\_\_  
Certifying Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## Appendix To Certifications

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### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**APPENDIX D**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Subrecipient:** City of Wyandotte  
**Agreement:** 2019 CDBG Subrecipient Agreement  
**Agreement Year:** July 1, 2019 through June 30, 2024

1. The Subrecipient certifies to the best of its knowledge and belief, that:
  - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76.



5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

**EXECUTION**

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SUBRECIPIENT**

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

Joseph R. Peterson, Mayor

BY: \_\_\_\_\_

Lawrence S. Stec, City Clerk

STATE OF MICHIGAN )

COUNTY OF WAYNE )

This document was acknowledged before me on 4th date of November, 2019 by  
Joseph R. Peterson, on behalf of City of Wyandotte,  
and Lawrence S. Stec

\_\_\_\_\_  
Notary Public, Kelly Roberts  
Wayne County, Michigan  
My Commission Expires: 2/13/26  
Acting in County of Wayne, Michigan

**EXHIBIT E  
FFATA FORMS**

**INFORMATION REQUEST FORM**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

**200.331 Checklist**

**COUNTY DEPARTMENT:** \_\_\_\_\_

**FISCAL YEAR:** 2019-2020 \_\_\_\_\_

AWARD ID #	AMOUNT
19-35-05D	

**Please complete the following information:**

Subawardee  
DUNS: 020845269 \_\_\_\_\_

Subawardee Name (must match name in DUNS): City of Wyandotte \_\_\_\_\_

Subawardee Address: 3200 Biddle Avenue, Wyandotte, MI 48192 \_\_\_\_\_

Amount of subaward (obligated amount): \$20,000.00 \_\_\_\_\_

Subaward Obligation/Action Date: 7/1/2019 \_\_\_\_\_

Identification of whether the award is R&D (yes or  
no): No \_\_\_\_\_

Subaward Period of Performance Start and End Date 07/1/2019 to 06/30/20 \_\_\_\_\_

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants:)

Subawardee

Number:

Location of entity (including congressional district):

13th District

Subawardee Principal Place of Performance (including congressional district):

Wyandotte, Michigan 13th District

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: No

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: Yes

## Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

- a. Subrecipient name (which must match registered name in DUNS);
- b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number.
- c. Federal Award Identification Number (FAIN);
- d. **Federal Award Date (see Section 200.39 Federal award date);**
- e. Subaward Period of Performance Start and End Date;
- f. **Amount of Federal Funds Obligated by this action**
- g. Total Amount of Federal Funds Obligated to the subrecipient;
- h. **Total Amount of the Federal Award;**
- i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
- k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- l. Identification of whether the award is R&D,
- m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

**WAYNE COUNTY HUMAN RELATIONS DIVISION  
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**

**\*To be completed by Prime Contractors for "First Tier" Subcontractors Only\***

*This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supplies/services) or more that \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates.*

**\*\*THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED\*\***

**1. CONTRACT NUMBER:** 19 - 35 - 05D (Number on Bid Announcement)

**TCM Number:** \_\_\_\_\_ (Internal use only)

**2. CHECK ONE:**

This is a: ☐ SUPPLY/SERVICE contract (over \$50,000? ☐ YES ☐ NO)

OR

☐ CONSTRUCTION contract (over \$100,000? ☐ YES ☐ NO)

**3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)**

☐ YES \* ☐ NO

**\* If you answered "YES" complete the next page.**

Prime Company Name: City of Wyandotte		Fed Tax ID: 38-6004749	
Address: 3200 Biddle Avenue			
City: Wyandotte	County: Wayne	State: MI	Zip: 48192
Phone: 734-324-4554		Fax: 734-556-3179	
Authorized Contact Person: Greg Mayhew		Email: gmayhew@wyandottemi.gov	

**I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.**

Print Name Gregory J. Mayhew Title City Engineer  
Signature \_\_\_\_\_ Date November 5, 2019

# SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 TCM# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Internal use only)

Subcontractor # _____			Fed Tax ID: _____	
Company Name _____				
Address _____				
City: _____	County: _____	State _____	Zip _____	
Authorized contact: _____		Phone: _____	Fax _____	
Subcontract Amount: \$ _____		% of Contract _____		
Work to be performed: _____				

Subcontractor # _____			Fed Tax ID: _____	
Company Name _____				
Address _____				
City: _____	County: _____	State _____	Zip _____	
Authorized contact: _____		Phone: _____	Fax _____	
Subcontract Amount: \$ _____		% of Contract _____		
Work to be performed: _____				

Subcontractor # _____			Fed Tax ID: _____	
Company Name _____				
Address _____				
City: _____	County: _____	State _____	Zip _____	
Authorized contact: _____		Phone: _____	Fax _____	
Subcontract Amount: \$ _____		% of Contract _____		
Work to be performed: _____				

Subcontractor # _____			Fed Tax ID: _____	
Company Name _____				
Address _____				
City: _____	County: _____	State _____	Zip _____	
Authorized contact: _____		Phone: _____	Fax _____	
Subcontract Amount: \$ _____		% of Contract _____		
Work to be performed: _____				



## ETHICS IN CONTRACTING VENDOR FORM

### (DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee? ☐ YES ☐ NO

If Yes: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? ☐ YES ☐ NO

If Yes: Name: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ☐ YES ☐ NO

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures? ☐ YES ☐ NO

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

**ETHICS**  
**CERTIFICATION**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): Gregory J. Mayhew

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: City of Wyandotte

Company Tax ID #: 38-6004749

**ETHICS**  
**DEFINITIONS**

**Contract Manager**

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

**Immediate Family**

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

**Substantial Financial Interest**

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

**PY2019  
PROPOSED FUNDING CDBG  
ACTIVITIES**

PARTICIPATING JURISDICTION	PROPOSED PROJECT	AMOUNT	COMMUNITY TOTAL
Allen Park	Senior Housing Elevator	\$135,000.00	
	Senior Citizen Services/Transportation	\$20,000.00	
	Total		<u>\$155,000.00</u>
Brownstown	Senior Services	\$20,000.00	
	Total		<u>\$20,000.00</u>
Ecorse	Code Enforcement	\$20,000.00	
	Demolition of Residential and Commercial Properties	\$500,000.00	
	Total		<u>\$520,000.00</u>
Flat Rock	Senior Citizen Services	\$20,000.00	
	Total		<u>\$20,000.00</u>
Garden City	Senior Citizen Services	\$20,000.00	
	Total		<u>\$20,000.00</u>
Gibraltar	Senior Citizen Services	\$20,000.00	
	Total		<u>\$20,000.00</u>
Grosse Ile Township	Senior Citizen Services	\$20,000.00	
	Total		<u>\$20,000.00</u>
Grosse Pointe	Sidewalk Improvements/Install Ramps	\$20,000.00	
	Total		<u>\$20,000.00</u>
Grosse Pointe Farms	Senior Citizen Services/Transportation	\$20,000.00	
	Total		<u>\$20,000.00</u>
Grosse Pointe Park	Senior Citizen Services/Transportation	\$20,000.00	
	Total		<u>\$20,000.00</u>
Grosse Pointe Shores	Senior Citizen Services/Transportation	\$20,000.00	
	Total		<u>\$20,000.00</u>
Grosse Pointe Woods	Senior Citizen Services/Transportation	\$20,000.00	
	Total		<u>\$20,000.00</u>
Hamtramck	Code Enforcement	\$20,000.00	
	Hamtramck Stadium Improvements	\$500,000.00	
	Total		<u>\$520,000.00</u>
Highland Park	Demolition of Dangerous Buildings	\$300,000.00	
	Code Enforcement	\$20,000.00	
	Total		<u>\$320,000.00</u>
Huron Township	Senior Services	\$20,000.00	
	Total		<u>\$20,000.00</u>
Inkster	Workforce Development/Dozier Recreation Center Rehabilitation	\$24,955.00	
	Demolition of Three Delapidated Structures	\$200,000.00	
	Total		<u>\$224,955.00</u>
Melvindale	Parks Improvement	\$559,203.00	
	Senior Citizen Services	\$20,000.00	

**PY2019  
PROPOSED FUNDING CDBG  
ACTIVITIES**

PARTICIPATING JURISDICTION	PROPOSED PROJECT		AMOUNT	COMMUNITY TOTAL
		Total		<u>\$579,203.00</u>
Northville	Rehab Senior Citizen Housing		\$20,000.00	
		Total		<u>\$20,000.00</u>
Plymouth	Senior Citizen Services		\$75,000.00	
		Total		<u>\$75,000.00</u>
Plymouth Township	Senior Services		\$20,000.00	
		Total		<u>\$20,000.00</u>
River Rouge	Demolition of 13 Properties		\$300,000.00	
	Senior Citizen Services		\$20,000.00	
	Demolition/Veterans Ice Arena		\$300,000.00	
		Total		<u>\$620,000.00</u>
Riverview	Senior Citizen Services		\$20,000.00	
		Total		<u>\$20,000.00</u>
Rockwood	Senior Citizen Services		\$20,000.00	
		Total		<u>\$20,000.00</u>
Romulus	Senior Services		\$20,000.00	
		Total		<u>\$20,000.00</u>
Southgate	Splash Park		\$498,925.00	
	Senior Services		\$20,000.00	
		Total		<u>\$518,925.00</u>
Sumpter Township	Senior Citizen Services		\$20,000.00	
		Total		<u>\$20,000.00</u>
Trenton	Senior Citizen Transportation		\$20,000.00	
		Total		<u>\$20,000.00</u>
VanBuren Township	Senior Services		\$20,000.00	
	Iron Belle Trail Construction		\$500,000.00	
		Total		<u>\$500,000.00</u>
Wayne	Code Enforcement		\$20,000.00	
	Atwood Park Play Structure Removal and Replacement		\$227,741.00	
		Total		<u>\$247,741.00</u>
Woodhaven	ADA Improvements/South Pavilion Bathrooms		\$20,000.00	
		Total		<u>\$20,000.00</u>
Wyandotte	Youth Assistance		\$13,000.00	
		Total		<u>\$13,000.00</u>
	<b>GRAND TOTAL</b>			<u><b>\$4,673,824.00</b></u>

## **RESOLUTION**

DATE: November 4, 2019

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

BE IT RESOLVED that Council hereby approves the Sub-Recipient Agreement for the Community Development Block Grant (CDBG) 2019-2024 and authorizes the Mayor and City Clerk to execute same.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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

### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 15.**

**ITEM: Rezoning of Boat House Properties on Walnut**

**PRESENTER:** Stan Pasko, Chairperson, Planning Commission

**INDIVIDUALS IN ATTENDANCE:** Gregory J. Mayhew, City Engineer

**BACKGROUND:** A request for rezoning the properties at 3, 5, 5.5, 7, 7.5, 9.5, 11, 11.5, 13, 13.5, 15, 15.5, 17, 17.5, 19, and 19.5 Walnut, Wyandotte, Michigan (Lots 5 to 15 and Lots 17 to 21 River Park Subdivision) were referred to the Planning Commission for the public hearing.

The public hearing was held on October 17, 2019. During this hearing, several properties owners affected by the rezoning were present and voiced their objections to this rezoning. Therefore, the Commission is recommending that the zoning of RU (Recreation Unit District) remain. See attached Minutes and Resolution.

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

**ACTION REQUESTED:** Concur with recommendation from the Planning Commission to deny the rezoning of 3, 5, 5.5, 7, 7.5, 9.5, 11, 11.5, 13, 13.5, 15, 15.5, 17, 17.5, 19, and 19.5 Walnut, Wyandotte, Michigan (Lots 5 to 15 and Lots 17 to 21 River Park Subdivision) to One Family Residential, (RA).

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

**IMPLEMENTATION PLAN:** No Implementation Plan Required

**LIST OF ATTACHMENTS:**

1. Boat House Properties on Walnut Information
2. Rezoning of the Boat House Properties on Walnut Resolution

PLANNING COMMISSION  
RESOLUTION OCTOBER 17, 2019

RESOLUTION BY COMMISSIONER KOWALEWSKI

SUPPORTED BY COMMISSIONER RUTKOWSKI

WHEREAS, the Planning Commission received an application to rezone 3, 5, 5.5, 7, 7.5, 9.5, 11, 11.5, 13, 13.5, 15, 15.5, 17, 17.5, 19, and 19.5 Walnut, Wyandotte, Michigan on September 9, 2019;

WHEREAS, the Planning Commission held the Public Hearing on October 17, 2019, to hear comments in favor of or opposition to said rezoning;

NOW THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommends to the Wyandotte City Council that the following described property Lots 5 to 15 and Lots 17 to 21 River Park Subdivision be DENIED for rezoning to RA (Single Family Residential District).

REASON: Objections from the property owners that attending the public hearing.

I move adoption of the foregoing resolution.

<u>YEAS</u>	<u>MEMBERS</u>	<u>NAYS</u>
	ADAMCYK (absent)	
X	BENSON	
	DURAN (absent)	
X	KOWALEWSKI	
X	LUPO	
	PARKER (absent)	
X	PASKO	
X	RUTKOWSKI	
X	SARNACKI	

MOTION PASSED



**PUBLIC HEARING PC #09092019** – Request from the City of Wyandotte to rezone the properties known as 3, 5, 5.5, 7, 7.5, 9.5, 11, 11.5, 13, 13.5, 15, 15.5, 17, 17.5, 19 and 19.5 Walnut, Wyandotte, Michigan (Lots 5 to 15 and Lots 17 to 21 River Park Subdivision).

Chairperson Pasko asked the City Planner to explain the current use of the property.

Mr. Tallerco indicated that the City has rezoned 3 or 4 of the boat houses already and instead of rezoning each boat house separately to match the Master Plan, the Commission suggested that the City move forward in rezoning the remaining boat houses to RA.

Mr. Pappas, 1725 12<sup>th</sup> Street, owner of 7 ½ Walnut, Wyandotte.

Mr. Pappas indicated the he uses his boat house as a seasonal building and he does not see any reason why the zoning should be changed. Mr. Pappas asked why it should be changed to RA.

Mr. Tallerico indicated that the current use would still be allowed.

Mr. Robert Kulick, 5 Walnut, Wyandotte.

Mr. Kulick indicated that his property is a dock and there is no land under his boat house and he sees no reason to change the zoning to residential a home could never be built there.

Chairperson Pasko indicated that this request is consistent with the Master Plan for the City of Wyandotte.

Thomas Dudas, Representative for the Boat Club.

Mr. Dudas indicated that the Boat Club owns the property across the bay known as Silver Shores and the Marina and Mr. Dudas asked how this rezoning would affect their property as far as if they wanted changes to their liquor license.

Chairperson Pasko indicated that as far as he knows the change in zoning should not affect the Boat Club's property.

Mr. Tallerico stated that if the property on Walnut were to change to a religious one, it might have an effect. Mr. Tallerico further indicated that 3 or 4 other boat houses have already been rezoned to RA.

Justin Bise, 7 Walnut, Wyandotte.

Mr. Bise indicated that he does not want to see the property rezoned, he does not want any additional buildings to be built there. Mr. Bise asked what changes to the taxes would there be if the properties were rezoned.

Mr. Bise stated that he does not want the property rezoned.

Fredrick Miller, 15 Walnut, Wyandotte.

Mr. Miller stated that he does not see any reason why the property should be rezoned. Mr. Miller indicated that his boat house has exposed sewer and water lines and does not see any reason for changing the zoning.

William Kazmierski, 3 ½ Walnut, Wyandotte.

Mr. W. Kazmierski stated that he is against the rezoning and does not see any reason to change it. Mr. W. Kazmierski stated that he would like an answer about the changes in taxes.

Chairperson Pasko indicated that the questions on taxes should be addressed when this issue goes back to City Council.

Mr. W. Kazmierski asked if the issue could be held until the Assessor could answer this question and Mr. W. Kazmierski stated again he is against the rezoning.

Michael Conti, 17 Walnut, Wyandotte.

Mr. Conti stated that he is opposed to the rezoning and he feels that more information needs to be received before changing the zoning. Mr. Conti further stated that he does not believe any homes could be built there that the State would be opposed to that.

James Kazmierski, 3 ½ Walnut, Wyandotte

Mr. J. Kazmierski stated that he is opposed to the rezoning. Mr. J. Kazmierski further stated that additional information is needed about the taxes before any rezoning should be determined.

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

No communications were received.

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**PUBLIC HEARING PC #09232019** – Amendments to Article IX. RM-3 Multiple Family Residential District Section 900 Principal Uses Permitted by adding Subsections B and C

Chairperson Pasko asked if there was anyone present who wished to speak regarding this hearing.

There was no one in the audience to speak to this issue.

Mr. Tallerico stated that this change would allow for one and two family homes to be constructed in RM-3 Districts where in the past it was not allowed.

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

No communications were received.

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## **RESOLUTION**

DATE: November 4, 2019

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

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission regarding the rezoning of the properties known as 3, 5, 5.5, 7, 7.5, 9.5, 11, 11.5, 13, 13.5, 15, 15.5, 17, 17.5, 19, and 19.5 Walnut, Wyandotte, Michigan (Lots 5 to 15 and Lots 17 to 21 River Park Subdivision), is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council denies the request for rezoning to Single Family Residential District (RA).

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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\_\_\_\_\_

### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 16.**

**ITEM: First Reading #1483: Zoning Ordinance Amendment to Article IX. RM-3 Multiple-Family Residential District**

**PRESENTER:** Stan Pasko, Chairperson Planning Commission

**INDIVIDUALS IN ATTENDANCE:** Gregory J. Mayhew, City Engineer

**BACKGROUND:** At the September 23, 2019, Council meeting, your Honorable Body referred amendments of the City's Zoning Ordinance regarding the changes to the RM-3 Multiple-Family Residential District to the Planning Commission for the required public hearing.

The hearing was held on October 17, 2019. The Planning Commission recommends that the suggested changes to the City's Zoning Ordinance be approved as submitted. See attached Minutes.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to promoting the finest in design, amenities and associated infra-structure improvements in all new developments and establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region.

**ACTION REQUESTED:** Adopt a resolution receiving and placing the communication on file and setting first reading of the ordinance.

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

**IMPLEMENTATION PLAN:** Adopt Resolution and update Zoning Ordinance

**LIST OF ATTACHMENTS:**

1. Ordinance Amendment RM-1 Multiple-Family
2. Ordinance to Revise RM-3 Permitted Uses
3. Zoning Ordinance Amendment Resolution

**RESOLUTION**  
**Planning Commission**  
**Wyandotte, Michigan**

October 17, 2019

RESOLUTION BY COMISSIONER BENSON

SUPPORTED BY COMMISSIONER SARNACKI

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE,

That the Public Hearing was held on October 17, 2019, regarding changes to certain portions of Article IX. RM-3 Multiple Family Residential District Section 900 Principal Uses Permitted by adding Subsections B and C as follows:

- B. All principal uses permitted in the RM-1 Multiple-Family Residential District and subject to all regulations and requirements of the RM-1 District.
- C. Accessory buildings and uses customarily incidental to any of the above permitted uses, provided such building and uses are located on the same zoning lot with a permitted use.

AND WHEREAS, public comments were received; AND

NOW THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommends to the City Council adopted said changes.

I move the adoption of the foregoing resolution.

<u>YEAS</u>	<u>MEMBERS</u>	<u>NAYS</u>
	ADAMCYK (absent)	
X	BENSON	
	DURAN (absent)	
X	KOWALEWSKI	
X	LUPO	
	PARKER (absent)	
X	PASKO	
X	RUTKOWSKI	
X	SARNACKI	

MOTION PASSED



Mr. Miller stated that he does not see any reason why the property should be rezoned. Mr. Miller indicated that his boat house has exposed sewer and water lines and does not see any reason for changing the zoning.

William Kazmierski, 3 ½ Walnut, Wyandotte.

Mr. W. Kazmierski stated that he is against the rezoning and does not see any reason to change it. Mr. W. Kazmierski stated that he would like an answer about the changes in taxes.

Chairperson Pasko indicated that the questions on taxes should be addressed when this issue goes back to City Council.

Mr. W. Kazmierski asked if the issue could be held until the Assessor could answer this question and Mr. W. Kazmierski stated again he is against the rezoning.

Michael Conti, 17 Walnut, Wyandotte.

Mr. Conti stated that he is opposed to the rezoning and he feels that more information needs to be received before changing the zoning. Mr. Conti further stated that he does not believe any homes could be built there that the State would be opposed to that.

James Kazmierski, 3 ½ Walnut, Wyandotte

Mr. J. Kazmierski stated that he is opposed to the rezoning. Mr. J. Kazmierski further stated that additional information is needed about the taxes before any rezoning should be determined.

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

No communications were received.

---

**PUBLIC HEARING PC #09232019** – Amendments to Article IX. RM-3 Multiple Family Residential District Section 900 Principal Uses Permitted by adding Subsections B and C

Chairperson Pasko asked if there was anyone present who wished to speak regarding this hearing.

There was no one in the audience to speak to this issue.

Mr. Tallerico stated that this change would allow for one and two family homes to be constructed in RM-3 Districts where in the past it was not allowed.

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

No communications were received.

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AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE  
ZONING ORDINANCE TO AMEND  
ARTICLE IX. RM-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1. Purpose and Intent

It is determined necessary for the health, safety and welfare of the City to adopt this article regulating the use of property in an RM-3 Zoning District.

Section 2. Add to Article IX.-RM-3 Multiple-Family Residential District, Section 900 Principal Uses Permitted by adding new Subsections B and C:

B. All principal uses permitted in the RM-1 Multiple-Family Residential District and subject to all regulations and requirements of the RM-1 District.

C. Accessory buildings and uses customarily incidental to any of the above permitted uses, provided such building and uses are located on the same zoning lot with a permitted use.

Section 3. Reservation of Rights.

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

Section 4. Severability.

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

Section 5. Conflicting Ordinances.

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

Section 6. Effective

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



On the question, "SHALL THIS ORDINANCE NOW PASS?" the following vote was recorded.

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

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

NOTICE OF ADOPTION

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

The effective date of this Ordinance is \_\_\_\_\_. A copy of this Ordinance may be purchased or inspected at the City of Wyandotte Clerk’s Office, 3200 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

## **RESOLUTION**

DATE: November 4, 2019

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

RESOLVED that the communication from the Planning Commission regarding changes to the City of Wyandotte Zoning Ordinance regarding Section RM-3 Multiple-Family Residential District is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the 1st reading of Ordinance #1483 be held at the meeting held on November 4, 2019.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE: 11/4/2019**

**AGENDA ITEM # 17.**

**ITEM: City Hall HVAC Maintenance**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Expert Mechanical Service of Wyandotte, Michigan, has provided regularly scheduled preventative maintenance for the heating, ventilating, and air conditioning (HVAC) systems for City Hall for the last four years. Expert is proposing to hold the current price of the preventative maintenance agreement at \$7,510. I recommend this agreement be approved.

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

**ACTION REQUESTED:** Approve the Expert Mechanical Maintenance agreement and authorize the City Engineer to sign same.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The HVAC maintenance would be funded by the City Hall operating account 530-444-825-220. The cost is \$7,510. The monies for the preventative maintenance have already been budgeted for this year.

**IMPLEMENTATION PLAN:** If approved by Council, authorize the City Engineer to sign contract.

**LIST OF ATTACHMENTS:**

1. Wyandotte City Hall Service Agreement Proposal 10-14-19
2. City Hall HVAC Maintenance Resolution



542 Biddle Ave. | Wyandotte, MI 48192 | P: 734-282-2250 | F: 734-282-2230  
E: info@expertmechanicalservice.com | www.expertmechanicalservice.com

October 14th, 2019

Quote # 18829

City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192  
Attention: Jesus Plasencia

SUBJECT: City Hall Wyandotte, Mi. – Service Agreement Proposal

Dear: Jesus

Expert Mechanical Service, Inc. is pleased to provide the following *customized* maintenance agreement for the subject location. This agreement will allow you to benefit by properly maintaining your HVAC equipment, thus reducing downtime, improving efficiency, reliability and controlling your operating costs. We are providing a breakdown budget for **48 dedicated man hours** (aggregate) to perform HVAC maintenance on an annual basis. We are including our budget worksheet that details inspection intervals, labor expense and anticipated material costs.

- We are budgeting to provide four (4) quarterly inspections on all HVAC equipment and systems to ensure that they are operating per manufacturers' original specifications.
- Including and allowance for one (1) chemical condenser cleaning annually.
- Includes an allowance for maintenance materials as detailed below.
- **No Allowance for:** items we have not identified.
- **No Allowance for:** service repairs or emergency services.

**Two (2) Trane - ROOFTOP HVAC UNITS-Cooling Core Building**

1. Perform inspections.
2. Replace air filters quarterly.
3. Replace drive belts annually.
4. Clean condenser coils.
5. Verify economizer operation and filter condition.
6. Check cooling operation, including controls, contactors and relays.
7. Tighten and clean electrical connections as needed.
8. Check compressor oil level.
9. Check suction pressure reading.
10. Check suction temperature (compressor or evaporator).
11. Check discharge pressure reading.
12. Check liquid line temperature.
13. Check oil pressure reading.
14. Check oil safety device.
15. Check pressure controls.
16. Check starter/contactors.

17. Check motor amps.
18. Check motor volts.
19. Check capacity control.
20. Check crankcase heaters.
21. Check for signs of leaks.
22. Check refrigerant charge.
23. Check moisture indicator.
24. Check valve operation.
25. Check heat exchanger.
26. Check burner condition.
27. Check inducer fan/combination blower.
28. Check ignition sequence.
29. Check fan limit operation.
30. Check flame characteristics.
31. Lubricate motor bearings.
32. Lubricate fan and pump bearings.
33. Check sheaves and pulleys.
34. Check condensate pan and drain.
35. Inspect coil condition.
36. Check solenoid valves (liquid and hot gas).
37. Check damper motors.
38. Check thermostats.
39. Check critical alarms/safeties.
40. Check relays.

#### **Four (4) Reznor - ROOFTOP HVAC UNITS- Heating Perimeter Building**

1. Perform inspections.
2. Replace air filters quarterly.
3. Replace drive belts annually.
4. Tighten and clean electrical connections as needed.
5. Check pressure controls.
6. Check starter/contactors.
7. Check motor amps.
8. Check motor volts.
9. Check valve operation.
10. Check heat exchanger.
11. Check burner condition.
12. Check inducer fan/combination blower.
13. Check ignition sequence.
14. Check fan limit operation.
15. Check flame characteristics.
16. Lubricate motor bearings.
17. Lubricate fan and pump bearings.
18. Check sheaves and pulleys.
19. Check damper motors.
20. Check thermostats.
21. Check critical alarms/safeties.
22. Check relays.

#### **One (1) – Circon DDC Control System /Tridium Front End**

1. Perform quarterly inspections.
2. Verify network communications.

3. Identify and report unusual conditions and/or operational problems.
4. Audit alarm logs and messages.
5. Perform database backup.
6. NOTE: any work functions necessitating proprietary software or devices will be negotiated prior to execution.

**MAINTENANCE MATERIALS TO BE INCLUDED UNDER THIS AGREEMENT**

1. Complete filter change per unit **quarterly**.
2. Replacement of drive belts **annually**.
3. Lubricants and contact cleaner.
4. CO2 or Nitrogen for clearing condensate drains.
5. Condenser coil cleaning chemicals and equipment.

**TOTAL ANNUAL INVESTMENT:.....\$7,510.00**

*(Seven Thousand Five Hundred & Ten Dollars)*

**Invoiced at times of inspections as follows:**

- \$2,800.00 Fall 2019
- \$1,195.00 Winter 2019/20
- \$1,575.00 Spring 2020
- \$1,195.00 Summer 2020
- \$745.00 Summer 2020 - Condenser Coil Cleaning.

**Emergency Services**

All work under this agreement will be performed during regular working hours of Monday through Friday, 8:00 a.m. to 4:30 p.m. Emergency overtime service calls on covered equipment will be billed at the agreed upon rate. On-site response time for qualified emergencies will be 4 hours or less from receipt of call. Typical response time for after hour's emergencies is 2 hours or less.

<b>Regular Hour Labor Rates &amp; Description</b>	<b>Regular Hour</b>	<b>Overtime Hour</b>	<b>Sunday &amp; Holiday Hour</b>
SENIOR HVAC SERVICE TECHNICIAN	94.50	124.50	153.00
HVAC SERVICE TECHNICIAN	90.50	119.00	146.00
UTILITY TECHNICIAN	66.50	88.00	107.50
JOURNEYMAN SHEET METAL	90.50	119.00	146.00
JOURNEYMAN PIPEFITTER	94.50	124.50	153.00
TRUCK DRIVER	46.00	60.50	75.00
SERVICE FOREMAN / CONTROL TECHNICIAN	97.50	128.50	158.00

**Not included in this proposal**

We do not include any additional repairs or system upgrades.

**Hours of work**

This proposal assumes free access to the site to perform our work within normal working hours, 8:00 a.m. - 4:30 p.m., Monday through Friday.

**TERMS**

Net 30 days.

- The parties to this Agreement may, at any time during the term of this agreement, terminate this agreement for any reason whatsoever upon thirty (30) days prior written notice to the other party.

**Warranty**

Material warranty as allowed by manufacturer. Labor warranty is 1 year from completion of work.

Thank you for the opportunity to quote on the above. If you have any questions, please feel free to contact me at anytime.

Respectfully,

*Karey O'Brien*

Service Coordinator

Expert Mechanical Service, Inc.

Phone: (734) 282-2250

Fax: (734) 282-2230

[www.expertmechanicalservice.com](http://www.expertmechanicalservice.com)

**City Hall Wyandotte, Mi. – Service Agreement Proposal**

Accepted for: City of Wyandotte

Purchase Order No. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**RESOLUTION**

DATE: November 4, 2019

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

RESOLVED that Council agrees with the recommendation of the City Engineer and AUTHORIZES the Engineer to execute the City Hall HVAC service agreement with Expert Mechanical Services in the amount of \$7,510 from account #530-444-825-220

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

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

10/31/2019

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE  
 EXP CHECK RUN DATES 10/17/2019 - 10/31/2019  
 JOURNALIZED PAID  
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
		Fund Totals:					
			Fund 101 General Fund			513,673.31	
			Fund 202 Major Street Fund			22,439.54	
			Fund 249 Sidewalk and Alley Fund			109.17	
			Fund 265 Drug Forfeiture Fund			277.65	
			Fund 285 Special Events Fund			2,111.33	
			Fund 290 Solid Waste Disposal Fund			113,639.79	
			Fund 306 Debt Service			56,850.00	
			Fund 402 Capital Equipment Fund			11,010.37	
			Fund 492 TIFA Consolidated Fund			92,810.84	
			Fund 499 DDA tax increment Finance Fund			28,417.18	
			Fund 525 Municipal Golf Course Fund			4,267.23	
			Fund 530 Building Rental Fund			6,710.06	
			Fund 590 Sewage Fund			130,847.88	
			Fund 677 Self Insurance Fund			4,079.10	
			Fund 701 Trust Fund			5,508.00	
			Fund 732 Retiree Health Care Fund			203,463.55	
			Payroll Checks - 10/30/19			250,821.36	
			Total For All Funds:			\$1,447,036.36	

This is to certify that the above vouchers amounting to \$1,447,036.36 have been examined, that the materials and services have been received, that the price and computations are correct, that the invoices, receiving slips, and supporting data are attached and in order and that the proper accounts have been charged. The Treasurer is hereby authorized to pay the above vouchers.

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

10/31/2019

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE  
 EXP CHECK RUN DATES 10/17/2019 - 10/31/2019  
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 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 134531							
701-000-278-000	Insurance Escrow	1319 EUREKA, LLC	FIRE ESCROW REFUND	10152019	10/23/19	500.00	134531
			Total For Check 134531			500.00	
Check 134532							
101-215-825-360	Legal Notice	21ST CENTURY MEDIA-MICHIGAN	ACCT #640694 BILLING PERIOD 9/1/19 - 9/30/19	640694 09302019	10/23/19	331.85	134532
265-301-925-730	Other Expenses - State	21ST CENTURY MEDIA-MICHIGAN	Ad for Annual Auction	AD# 1867494	10/23/19	212.66	134532
285-225-925-880	Heritage Days	21ST CENTURY MEDIA-MICHIGAN	ACCT: 563792; Fall City-Wide Garage Sale Ad in Paper	091119	10/23/19	139.50	134532
			Total For Check 134532			684.01	
Check 134533							
101-136-750-220	Operating Expenses	ABSOPURE WATER COMPANY	BTL DEPOSIT	87293455	10/23/19	23.85	134533
101-136-750-220	Operating Expenses	ABSOPURE WATER COMPANY	C&C COOLER	57678600	10/23/19	12.00	134533
101-301-750-220	Operating Expenses	ABSOPURE WATER COMPANY	Bottled Water for Exercise Room 9/23/19	87293460	10/23/19	30.00	134533
			Total For Check 134533			65.85	
Check 134534							
101-136-850-510	Office Equipment	AMAZON	Lobby Display for Court	112-4438467-9167597	10/23/19	479.99	134534
101-136-850-510	Office Equipment	AMAZON	Toner for Court	111-7373115-7805926	10/23/19	1,062.72	134534
101-209-750-220	Operating Expenses	AMAZON	UPS for Power Issues	114-6693069-2845833	10/23/19	305.66	134534
492-200-850-524	Recreation-City Parks	AMAZON	Golf Course Cameras	492200850524	10/23/19	1,399.95	134534
530-444-825-220	Operating Expenses-Bank Bldg	AMAZON	City Hall Cameras	111-1249939-1537868	10/23/19	1,399.95	134534
530-444-825-220	Operating Expenses-Bank Bldg	AMAZON	Misc CH Networking	114-9445671-8761948	10/23/19	588.28	134534
			Total For Check 134534			5,236.55	
Check 134535							
101-000-257-071	Reserve-Museum	Amber Hinojosa	Deposit Reimbursement for Log Cabin Rental (10/12/19 Rental Date)	1015191	10/23/19	50.00	134535
			Total For Check 134535			50.00	
Check 134536							
101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN FIDELITY ASSURANCE COMPANY	125 PLAN UNREIMBURSED MEDICAL OCTOBER 2019 MCP#06742	2051016 10/19	10/23/19	998.34	134536
			Total For Check 134536			998.34	
Check 134537							
492-000-650-040	Misc Fees-Sale of Property	Andrew Balavitch	Compliance Escrow Returned	10142019	10/23/19	1,000.00	134537
			Total For Check 134537			1,000.00	
Check 134538							
101-200-825-397	Ann Arbor Collection Agency	ARBOR PROFESSIONAL SOLUTIONS	Gonzalez, Leiya	010063141908310000	10/23/19	15.00	134538
			Total For Check 134538			15.00	
Check 134539							
101-000-257-071	Reserve-Museum	Ashley Alley	Deposit Reimbursement for Log Cabin Rental (10/5/19 Rental Date)	100819	10/23/19	25.00	134539
			Total For Check 134539			25.00	
Check 134540							
101-136-750-225	Work Force Operating Expenses	AUTO VALUE SOUTHGATE	wiper blades for vp 7-54 vin 1ftbw2cmxgka68418	334-452832	10/23/19	24.58	134540
101-136-750-225	Work Force Operating Expenses	AUTO VALUE SOUTHGATE	AIR FILTER FOR VP 7-54 VIN 1FTBW2CMXGKA68418	334-452826	10/23/19	12.42	134540
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	WATER PROOF GREASE STOCK	334-452455	10/23/19	9.05	134540
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	STOCK COOLANT	334-452260	10/23/19	25.98	134540
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	PARTS FOR VP 7-23 VIN 2BKAY3V69H636842	334-452626	10/23/19	30.77	134540

10/31/2019

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE  
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	CREDIT	334-452672	10/23/19	(20.38)	134540
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	BRAKE PARTS FOR VP 7-42 VIN 1FNEC13Z36R142397	334-452707	10/23/19	304.87	134540
101-448-825-431	Garage-Other Vehicle Maintenance	AUTO VALUE SOUTHGATE	BRAKE LINE FOR VP 7-42 VIN 1FNEC13Z36R142397	334-452671	10/23/19	38.70	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	POWER STREEING BOX VPS 14 VIN 1FTNE24W66DA33037	334-452539	10/23/19	337.05	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	WIPER BLADE FOR VPS 2 VIN 1FMCU0F70FUB33120	334-452444	10/23/19	9.99	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	EGR VALUE FOR VP 7-2 VIN 2FABP7BVXAX129376	334-452512	10/23/19	186.39	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	FLASHER FOR VPS 33 VIN 1FDXF64Y56EA9989	334-45631	10/23/19	24.89	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	OIL SEAL FOR VPS 9 VIN 1FTWVF3057EB07597	334-452001	10/23/19	13.59	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	BELT FOR VPS 14 VIN 1FTNE24W66DA33037	34-452413	10/23/19	33.49	134540
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	STREERING GEAR BOX FOR VPS 14 VIN 1FTNE24W66DA33037	334-452407	10/23/19	337.05	134540
			Total For Check 134540			1,368.44	
Check 134541							
101-750-825-490	Field Maintenance & Supplies	AUTO VALUE SOUTHGATE	TRAILER END KIT	334-449590	10/23/19	3.59	134541
			Total For Check 134541			3.59	
Check 134542							
101-000-471-012	Building Permit Fee Commercial 1609 Bidd	BASF CORPORATION	BD Payment Refund	00026739	10/23/19	1,922.00	134542
			Total For Check 134542			1,922.00	
Check 134543							
101-000-257-064	BCB19-0106 1182 21st	BEGATOR DOKO	BD Bond Refund	BCB19-0106	10/23/19	1,000.00	134543
			Total For Check 134543			1,000.00	
Check 134544							
101-000-283-060	BPB19-0003 - PPLMB19-0006 1129 7th	BILLINGS, JOHN A/KELLY C	BD Bond Refund	BPB19-0003	10/23/19	500.00	134544
			Total For Check 134544			500.00	
Check 134545							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CARE NETWORK	00129760 0001 NOVEMBER 2019	192810000207 11/19	10/23/19	6,944.93	134545
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CARE NETWORK	00129760 0001 NOVEMBER 2019	192810000207 11/19	10/23/19	1,736.23	134545
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CARE NETWORK	00129760 0001 NOVEMBER 2019	192810000207 11/19	10/23/19	7,903.76	134545
			Total For Check 134545			16,584.92	
Check 134546							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 603 NOVEMBER 2019	67410 603 11/19	10/23/19	7,877.16	134546
			Total For Check 134546			7,877.16	
Check 134547							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 600 NOVEMBER 2019	67410 600 11/19	10/23/19	72,893.36	134547
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	67410 600 NOVEMBER 2019	67410 600 11/19	10/23/19	612.24	134547
			Total For Check 134547			73,505.60	
Check 134548							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 605 NOVEMBER 2019	67410 605 11/19	10/23/19	2,511.55	134548
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	67410 605 NOVEMBER 2019	67410 605 11/19	10/23/19	1,526.55	134548
			Total For Check 134548			4,038.10	
Check 134549							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 601 NOVEMBER 2019	67410 601 11/19	10/23/19	21,984.78	134549
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	67410 601 NOVEMBER 2019	67410 601 11/19	10/23/19	1,739.73	134549
			Total For Check 134549			23,724.51	

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Check 134550							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0019 NOVEMBER 2019	007006086 0019 11/19	10/23/19	18,833.21	134550
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	007006086 0019 NOVEMBER 2019	007006086 0019 11/19	10/23/19	<u>3,024.31</u>	134550
Total For Check 134550						<u>21,857.52</u>	
Check 134551							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0033 NOVEMBER 2019	007006086 0033 11/19	10/23/19	19,245.60	134551
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	007006086 0033 NOVEMBER 2019	007006086 0033 11/19	10/23/19	<u>687.34</u>	134551
Total For Check 134551						<u>19,932.94</u>	
Check 134552							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0034 NOVEMBER 2019	007006086 0034 11/19	10/23/19	43,715.07	134552
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	007006086 0034 NOVEMBER 2019	007006086 0034 11/19	10/23/19	<u>687.34</u>	134552
Total For Check 134552						<u>44,402.41</u>	
Check 134553							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 NOVEMBER 2019	007006086 0011 11/19	10/23/19	18,837.88	134553
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 NOVEMBER 2019	007006086 0011 11/19	10/23/19	4,709.47	134553
499-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 NOVEMBER 2019	007006086 0011 11/19	10/23/19	428.45	134553
499-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 NOVEMBER 2019	007006086 0011 11/19	10/23/19	<u>1,713.79</u>	134553
Total For Check 134553						<u>25,689.59</u>	
Check 134554							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0012 NOVEMBER 2019	007006086 0012 11/19	10/23/19	76,973.60	134554
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0012 NOVEMBER 2019	007006086 0012 11/19	10/23/19	<u>19,002.04</u>	134554
Total For Check 134554						<u>95,975.64</u>	
Check 134555							
101-000-257-078	Reserve-Animal Care	BUSEN'S APPLIANCE INC	Speed Queen Washer	168788	10/23/19	<u>958.99</u>	134555
Total For Check 134555						<u>958.99</u>	
Check 134556							
101-000-257-064	BCI19-0015 - PCI19-0037 4133 8th	CHARLES GIBBARD	BD Bond Refund	BCI19-0015	10/23/19	<u>1,000.00</u>	134556
Total For Check 134556						<u>1,000.00</u>	
Check 134557							
101-000-257-064	Reserve-Compliance Escrow	CHRISTOPHER BONYAI	ESCROW REFUND 887 ANTOINE 14-68	887 ANTOINE	10/23/19	<u>545.00</u>	134557
Total For Check 134557						<u>545.00</u>	
Check 134558							
101-303-825-430	Equipment/Vehicle Maintenance	CITY OF WYANDOTTE	Repairs to DCAC Vehicle #ACO-4	4024	10/23/19	<u>36.73</u>	134558
Total For Check 134558						<u>36.73</u>	
Check 134559							
101-000-630-031	Upon Sale Fee 489 Spruce	DAHLSTROM, JEFFERY C	BD Payment Refund	00026395	10/23/19	<u>196.00</u>	134559
Total For Check 134559						<u>196.00</u>	
Check 134560							
101-448-750-260	Garage-Operating Expenses	DEALER AUTO PARTS SALES INC	STOCK BRAKE CLEANER HOSE CLAMPS WIPER BLADES	28765	10/23/19	<u>154.08</u>	134560
Total For Check 134560						<u>154.08</u>	

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Check 134561							
101-000-257-064	BCB19-0100 628 Antoine	DEREK JAMES WILSON	BD Bond Refund	BCB19-0100	10/23/19	1,400.00	134561
			Total For Check 134561			1,400.00	
Check 134562							
590-200-925-752	Excess Flow Charges	DOWNRIVER UTILITY WASTEWATER	October 2019 Excess Flow	300457	10/23/19	96,399.00	134562
			Total For Check 134562			96,399.00	
Check 134563							
101-303-825-910	Electric	DTE ENERGY	Sep 6, 2019-Oct 7, 2019 - Gas Bill - 14300 Reaume Parkway	910035252030	10/23/19	556.60	134563
			Total For Check 134563			556.60	
Check 134564							
101-000-257-064	BCB19-0141 1725 Superior	ELIZABETH DENIAU	BD Bond Refund	BCB19-0141	10/23/19	1,000.00	134564
			Total For Check 134564			1,000.00	
Check 134565							
101-336-825-430	Auto Maintenance	EMERGENCY VEHICLES PLUS	THERMOSTAT A71 FOR REAR COMPARTMENT	014857	10/23/19	189.61	134565
			Total For Check 134565			189.61	
Check 134566							
101-448-825-431	Garage-Other Vehicle Maintenance	FLEET PRIDE	PARTS FOR VPS 96 VIN 1JJU294G3YD13917	37418070	10/23/19	1,276.88	134566
			Total For Check 134566			1,276.88	
Check 134567							
101-000-257-064	BCB17-0059 1634 19th	FRESH START HOMES MICHIGAN 52, LLC	BD Bond Refund	BCB17-0059	10/23/19	2,800.00	134567
			Total For Check 134567			2,800.00	
Check 134568							
499-200-850-539	Beautification Commission	FRIENDS OF THE DETROIT RIVER	2020 MEMBERSHIP FEE	2020 MEMBERSHIP	10/23/19	50.00	134568
			Total For Check 134568			50.00	
Check 134569							
101-448-825-431	Garage-Other Vehicle Maintenance	GARY ELLISON	PETTY CASH REIMBURSEMENT	10-16-19	10/23/19	40.00	134569
101-448-825-431	Garage-Other Vehicle Maintenance	GARY ELLISON	PETTY CASH REIMBURSEMENT	10-16-19	10/23/19	78.00	134569
492-200-850-522	Parks-Community Garden	GARY ELLISON	PETTY CASH REIMBURSEMENT	10-16-19	10/23/19	25.98	134569
			Total For Check 134569			143.98	
Check 134570							
101-000-257-064	Reserve-Compliance Escrow	GTJ CONSULTING	ESCROW REFUND 858 ASH 11-159	858 ASH	10/23/19	1,200.00	134570
			Total For Check 134570			1,200.00	
Check 134571							
249-000-203-050	A/P-Suspense 2452 21st	HART FAMILY TRUST AGREEMENT	Overpayment - Special Assessment #940	2452 21Street	10/23/19	109.17	134571
			Total For Check 134571			109.17	
Check 134572							
101-000-257-064	BCI18-0002 - PCI18-0007 2938 Biddle	HORNBY DIVERSIFIED MANAGE	BD Bond Refund	BCI18-0002	10/23/19	1,000.00	134572
			Total For Check 134572			1,000.00	
Check 134573							
101-448-750-244	Parks-Land Improvement	HURON SOD FARMS	Sod for WWII Memorial Bishop Park	5892	10/23/19	496.25	134573

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101-448-750-244	Parks-Land Improvement	HURON SOD FARMS	Credit Memo for pallet return for sod at WWII Memorial	5901	10/23/19	(80.00)	134573
			Total For Check 134573			416.25	
Check 134574							
101-215-750-220	Operating Expenses	INTERNATIONAL INSTITUTE OF	STEC & LEKITY	2020MEMBERSHIPS	10/23/19	320.00	134574
			Total For Check 134574			320.00	
Check 134575							
101-000-257-071	Reserve-Museum	Jessica Nichols	Deposit Reimbursement for Log Cabin Rental (10/13/19 Rental Date)	1015192	10/23/19	50.00	134575
			Total For Check 134575			50.00	
Check 134576							
285-225-925-825	Christmas Parade	JIM ZANG	Tree Lighting and Parade	10152019	10/23/19	550.00	134576
			Total For Check 134576			550.00	
Check 134577							
101-448-750-240	Parks-Operating Expenses	JOHN DEERE CO	Gator Utility Vehicle for Parks	116743120	10/23/19	2,320.14	134577
101-448-750-242	Parks-Equipment	JOHN DEERE CO	Gator Utility Vehicle for Parks	116743120	10/23/19	4,000.00	134577
			Total For Check 134577			6,320.14	
Check 134578							
101-000-257-064	BCB19-0169 2414 15th	KELLY STEC	BD Bond Refund	BCB19-0169	10/23/19	1,000.00	134578
			Total For Check 134578			1,000.00	
Check 134579							
101-000-257-064	BCB19-0227 - PCI19-0043 4076 Biddle	Kenneth Poucket	BD Bond Refund	BCB19-0227	10/23/19	700.00	134579
			Total For Check 134579			700.00	
Check 134580							
101-136-825-330	Attorneys (CA) & Interpreters	LANGUAGE LINE SERVICE INC	INTERPRETATION	4655622	10/23/19	88.38	134580
101-302-925-790	Miscellaneous	LANGUAGE LINE SERVICE INC	Dispatch - over the phone interpretation	4655634	10/23/19	2.10	134580
			Total For Check 134580			90.48	
Check 134581							
101-756-750-225	Concession Supplies	LEONARD'S SYRUP	CUPS AND LIDS	861928105	10/23/19	180.00	134581
			Total For Check 134581			180.00	
Check 134582							
101-000-257-064	Reserve-Compliance Escrow	LESLIE SALLIOTTE	ESCROW REFUND 2827 2828 2ND #13-334	2827 2829 2ND	10/23/19	400.00	134582
			Total For Check 134582			400.00	
Check 134583							
101-336-825-490	Bldg & Equip Maintenance	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	1,123.20	134583
101-448-750-230	Const-Operating Supplies	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	117.79	134583
101-448-750-231	Const-Signage,Striping,Barricades	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	288.31	134583
101-448-750-244	Parks-Land Improvement	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	635.66	134583
101-448-750-270	Building Maintenance	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	41.76	134583
101-448-750-270	Building Maintenance	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	(41.76)	134583
492-200-850-522	Parks-Community Garden	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	180.00	134583
499-200-926-790	Miscellaneous	LOWE'S COMPANIES INC	CREDIT CARD PURCHASES 8-28-19 TO 9-19-19	99002006684	10/23/19	560.43	134583
			Total For Check 134583			2,905.39	



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Check 134584							
101-000-257-064	BCB18-0082 2470 8th	Luis Arredondo	BD Bond Refund	BCB18-0082	10/23/19	1,200.00	134584
			Total For Check 134584			1,200.00	
Check 134585							
101-448-750-260	Garage-Operating Expenses	M & M Tool Sales Inc.	TOOLS FOR DPS GARAGE	22129	10/23/19	508.70	134585
			Total For Check 134585			508.70	
Check 134586							
101-301-925-720	Education	MACP	Chief Zalewski - Mid Winter 2020 Full Conference Registration	200006301	10/23/19	230.00	134586
			Total For Check 134586			230.00	
Check 134587							
101-000-231-050	P/R Deductions-LTD (Employer)	Madison National Life Insurance Co.	LTD - October 2019	October 2019	10/23/19	1,515.33	134587
101-000-231-051	P/R Deductions-LTD (Employee)	Madison National Life Insurance Co.	LTD - October 2019	October 2019	10/23/19	616.93	134587
499-000-231-050	P/R Deductions-LTD (Employer)	Madison National Life Insurance Co.	LTD - October 2019	October 2019	10/23/19	10.31	134587
			Total For Check 134587			2,142.57	
Check 134588							
701-000-278-000	Insurance Escrow	MARK GREENE	FIRE ESCROW AT 1087 10TH STREET	10152019	10/23/19	5,008.00	134588
			Total For Check 134588			5,008.00	
Check 134589							
101-000-257-064	BCB15-0191 1087 10th	Mark Greene	BD Bond Refund	BCB15-0191	10/23/19	750.00	134589
			Total For Check 134589			750.00	
Check 134590							
101-000-283-030	BOT18-0009 1740 2nd	MARY ROSE CIARAMITARO	BD Bond Refund	BOT18-0009	10/23/19	1,000.00	134590
			Total For Check 134590			1,000.00	
Check 134591							
499-200-850-539	Beautification Commission	MICHAEL BAK	REIMBURSEMENT FOR FALL DECOR	REIM 10072019	10/23/19	24.00	134591
			Total For Check 134591			24.00	
Check 134592							
101-448-750-220	Sanitation-Operating Expenses	MICHIGAN POLY SUPPLIES INC	40 CASES OF GARBAGE BAGS	13316	10/23/19	999.60	134592
			Total For Check 134592			999.60	
Check 134593							
101-000-231-052	P/R Deductions-Life Ins (Employer)	Minnesota Life Insurance Company	Life Insurance - October 2019	October 2019	10/23/19	1,664.00	134593
499-000-231-052	P/R Deductions-Life Ins (Employer)	Minnesota Life Insurance Company	Life Insurance - October 2019	October 2019	10/23/19	13.00	134593
732-000-393-035	Reserve-Health & Life	Minnesota Life Insurance Company	Life Insurance - October 2019	October 2019	10/23/19	221.55	134593
			Total For Check 134593			1,898.55	
Check 134594							
492-000-650-040	Misc Fees-Sale of Property	MINNESOTA TITLE AGENCY	Record Fee for discharge of mortgage at 3379 12th Street	10142019	10/23/19	15.00	134594
492-000-650-040	Misc Fees-Sale of Property	MINNESOTA TITLE AGENCY	CLOSING FORMER 2726 9TH NOW KNOWN AS 2724 9TH	357486	10/23/19	295.00	134594
492-000-650-040	Misc Fees-Sale of Property	MINNESOTA TITLE AGENCY	VACANT PROPERTY FROM MCKINLEY TO RAILROAD FROM CLARK TO HUDSON	356936	10/23/19	633.25	134594
			Total For Check 134594			943.25	
Check 134595							
101-200-825-910	Electric 1168 GROVE	MUNICIPAL SERVICE	1168 GROVE SEPT 2019	001153-018253 SEPT19	10/23/19	231.94	134595

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101-303-825-910	Electric 1168 GROVE	MUNICIPAL SERVICE	1168 GROVE SEPT 2019	001153-018253 SEPT19	10/23/19	231.93	134595
101-303-825-920	Water 1170 GROVE	MUNICIPAL SERVICE	1170 GROVE - SEPTEMBER 2019	001153-026385 SEPT19	10/23/19	71.01	134595
101-336-825-910	Electric 1093 Ford	MUNICIPAL SERVICE	1093 FORD SEPT 2019	035027-025993 SEP 19	10/23/19	1,555.57	134595
101-336-825-920	Water 1093 Ford	MUNICIPAL SERVICE	1093 FORD SEPT 2019	035027-025993 SEP 19	10/23/19	179.45	134595
101-448-825-910	Electric 4201 13TH	MUNICIPAL SERVICE	4201 13TH SEPT 2019	001153-024523 SEPT19	10/23/19	2,159.03	134595
101-448-825-920	Water 4201 13TH	MUNICIPAL SERVICE	4201 13TH SEPT 2019	001153-024523 SEPT19	10/23/19	485.76	134595
101-750-825-910	Electric - 4119 20TH	MUNICIPAL SERVICE	4119 20TH SEPTEMBER 2019	025451-021239 SEP 19	10/23/19	32.89	134595
101-750-825-910	Electric - 2289 15TH	MUNICIPAL SERVICE	2289 15TH SEPTEMBER 2019	020613-017757 SEP 19	10/23/19	190.28	134595
101-750-825-910	Electric - 1940 LUDINGTON	MUNICIPAL SERVICE	1940 LUDINGTON SEPTEMBER 2019	009775-018729 SEP 19	10/23/19	135.60	134595
101-750-825-910	Electric - 2050 LUDINGTON	MUNICIPAL SERVICE	2050 LUDINGTON SEPTEMBER 2019	009777-018731 SEP 19	10/23/19	64.23	134595
101-750-825-910	Electric - 2304 12TH	MUNICIPAL SERVICE	2304 12TH OCTOBER 2019	019319-017541 OCT 19	10/23/19	16.19	134595
101-750-825-910	Electric - 2304 12th 2	MUNICIPAL SERVICE	2304 12TH 2 OCTOBER 2019	019527-017585 OCT 19	10/23/19	19.44	134595
101-750-825-910	Electric - 4119 20TH CONC	MUNICIPAL SERVICE	4119 20TH CONC SEPTEMBER 2019	025453-022215 SEP 19	10/23/19	41.56	134595
101-750-825-910	Electric - 4267 23RD FLD	MUNICIPAL SERVICE	4267 23RD FLD SEPTEMBER 2019	028143-016787 SEP 19	10/23/19	55.68	134595
101-750-825-910	Electric - 2306 4TH	MUNICIPAL SERVICE	2306 4TH SEPTEMBER 2019	029023-006227 SEP 19	10/23/19	1,168.29	134595
101-750-825-910	Electric - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE SEPTEMBER 2019	000000-063407 SEP 19	10/23/19	47.56	134595
101-750-825-910	Electric - 2727 VAN ALSTYNE	MUNICIPAL SERVICE	2727 VAN ALSTYNE SEPTEMBER 2019	016375-017803 SEP 19	10/23/19	561.21	134595
101-750-825-920	Water - 4119 20TH	MUNICIPAL SERVICE	4119 20TH SEPTEMBER 2019	025451-021239 SEP 19	10/23/19	126.19	134595
101-750-825-920	Water - 2306 4TH	MUNICIPAL SERVICE	2306 4TH SEPTEMBER 2019	029023-006227 SEP 19	10/23/19	50.81	134595
101-750-825-920	Water - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE SEPTEMBER 2019	000000-063407 SEP 19	10/23/19	14.81	134595
101-750-825-920	Water - 2727 VAN ALSTYNE	MUNICIPAL SERVICE	2727 VAN ALSTYNE SEPTEMBER 2019	016375-017803 SEP 19	10/23/19	172.99	134595
101-756-825-910	Electric - 3131 3RD	MUNICIPAL SERVICE	3131 3RD SEPTEMBER 2019	028511-017633 SEP 19	10/23/19	11,123.70	134595
101-756-825-920	Water - 3131 3RD	MUNICIPAL SERVICE	3131 3RD SEPTEMBER 2019	028511-017633 SEP 19	10/23/19	596.61	134595
499-200-850-542	2401 Eureka: Fort Street Sign	MUNICIPAL SERVICE	2401 Eureka September 2019	85239-027277 Sept 19	10/23/19	398.16	134595
525-750-825-910	Electric - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE SEPTEMBER 2019	001233-014201 SEP 19	10/23/19	887.65	134595
525-750-825-910	Electric - 1 PINE BASF	MUNICIPAL SERVICE	1 PINE BASF SEPTEMBER 2019	044083-022795 SEP 19	10/23/19	79.90	134595
525-750-825-910	Electric - 4325 BIDDLE	MUNICIPAL SERVICE	4325 BIDDLE SEPTEMBER 2019	001273-014219 SEP 19	10/23/19	756.59	134595
525-750-825-910	Electric - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE SEPTEMBER 2019	001267-014215 SEP 19	10/23/19	283.62	134595
525-750-825-910	Electric - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE SEPTEMBER 2019	001231-014199 SEP 19	10/23/19	695.48	134595
525-750-825-920	Water - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE SEPTEMBER 2019	001233-014201 SEP 19	10/23/19	29.91	134595
525-750-825-920	Water - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE SEPTEMBER 2019	001267-014215 SEP 19	10/23/19	58.02	134595
525-750-825-920	Water - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE SEPTEMBER 2019	001231-014199 SEP 19	10/23/19	110.28	134595
Total For Check 134595						22,632.34	
Check 134596							
101-000-257-064	BCB15-0181 - P14-0114 1460 Maple	NICOLE LUCE	BD Bond Refund	BCB15-0181	10/23/19	100.00	134596
Total For Check 134596						100.00	
Check 134597							
499-200-850-539	Beautification Commission	NOEL GALESKI	REIMBURSEMENT OF BEAUTIFICATION SUPPLIES	NGaleski Oct19	10/23/19	26.46	134597
Total For Check 134597						26.46	
Check 134598							
677-301-825-340	Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	09/30/2019 - 10/03/2019 (A. HAMILTON)	712910040	10/23/19	178.00	134598
Total For Check 134598						178.00	
Check 134599							
101-448-750-210	Office Supplies	OFFICE DEPOT	HIGHLIGHTERS AND SHARPIES	374741745001	10/23/19	60.60	134599
101-750-750-210	Office Supplies	OFFICE DEPOT	OFFICE SUPPLIES	383579735001	10/23/19	69.73	134599
Total For Check 134599						130.33	
Check 134600							
101-000-283-060	BPB19-0031 - PPLMB19-0147 1259 Electric	PARSONS, ALAN/BOBBI	BD Bond Refund	BPB19-0031	10/23/19	500.00	134600

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			Total For Check 134600			500.00	
Check 134601							
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Sterilize, Precious/Loki/Patchwork	60850	10/23/19	144.00	134601
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Sterilize/Joke, Frankie, Jigsaw, Angel	61272	10/23/19	192.00	134601
101-000-257-078	Reserve-Animal Care	PET CARE CLINIC	Sterilize, Chaquita	61341	10/23/19	31.00	134601
			Total For Check 134601			367.00	
Check 134602							
101-000-283-030	BOT17-0020 1510 Sycamore	PIZZO DEVELOPMENT GROUP, LLC	BD Bond Refund	BOT17-0020	10/23/19	1,000.00	134602
			Total For Check 134602			1,000.00	
Check 134603							
202-440-825-460	Resurfacing	PK CONTRACTING INC	PAVEMENT MARKINGS	181511-2	10/23/19	2,655.10	134603
202-440-825-490	Other Maintenance	PK CONTRACTING INC	PAVEMENT MARKINGS	181511-2	10/23/19	10,000.00	134603
			Total For Check 134603			12,655.10	
Check 134604							
101-136-750-225	Work Force Operating Expenses	Pomp's Tire Service	TIRES FOR VP 7-54 VIN 1FTBW2CMXGK68418	1470001214	10/23/19	680.00	134604
			Total For Check 134604			680.00	
Check 134605							
492-200-850-519	Land Purchases	PRO EXCAVATION INC	EE#3 DEMOLITION OF VARIOUS STRUCTURES	DEMOLITION	10/23/19	17,700.00	134605
			Total For Check 134605			17,700.00	
Check 134606							
101-301-750-223	MIOSHA Requirements	QUALITY FIRST AID & SAFETY INC	Replenish First Aid Kit	KB-006149	10/23/19	175.62	134606
101-301-750-223	MIOSHA Requirements	QUALITY FIRST AID & SAFETY INC	Nitrile Gloves	KB-006156	10/23/19	94.90	134606
101-448-750-220	Sanitation-Operating Expenses	QUALITY FIRST AID & SAFETY INC	STOCKED FIRST AID KIT	005785	10/23/19	183.92	134606
			Total For Check 134606			454.44	
Check 134607							
101-448-825-480	Parks-Memorial Park Grass Cutting	R F C LLC	EE #7 LAWN CUTTING SERVICES FILE #4726	5858 5859	10/23/19	896.00	134607
492-200-850-520	Property Maintenance	R F C LLC	EE #7 LAWN CUTTING SERVICES FILE #4726	5858 5859	10/23/19	2,421.00	134607
			Total For Check 134607			3,317.00	
Check 134608							
101-448-825-431	Garage-Other Vehicle Maintenance	REEFER PETERBILT	PARTS FOR VPS 111 VIN 1XPADBOX93N597530 AND STOCK	R191790	10/23/19	590.58	134608
101-448-825-431	Garage-Other Vehicle Maintenance	REEFER PETERBILT	CREDIT	R191901	10/23/19	(485.76)	134608
101-448-825-431	Garage-Other Vehicle Maintenance	REEFER PETERBILT	STOCK PARTS FOR SEMI TRUCKS	R191218	10/23/19	97.21	134608
101-448-825-431	Garage-Other Vehicle Maintenance	REEFER PETERBILT	WATER PIPES STOCK	R192374	10/23/19	586.58	134608
			Total For Check 134608			788.61	
Check 134609							
290-448-825-491	Compost Tipping Fee	REGULATED RESOURCE RECOVERY	COMPOST DUMPING SEPT 2019	COMSEP'19	10/23/19	3,412.50	134609
			Total For Check 134609			3,412.50	
Check 134610							
499-200-925-804	Marketing	Rooftop Landing Reindeer Farm	DDA Half Downtown Reindeer	04302019	10/23/19	450.00	134610
			Total For Check 134610			450.00	

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285-225-925-825	Christmas Parade	ROSANNE FLACHSMANN	Parade - Thank you!!	10152019	10/23/19	150.00	134611
			Total For Check 134611			150.00	
Check 134612							
101-448-825-420	Building Services	SCHINDLER ELEVATOR CORPORATION	PREVENTIVE MAINTANANCE FOR POLICE/COURT ELEVATORS	8105165667	10/23/19	365.88	134612
			Total For Check 134612			365.88	
Check 134613							
101-000-283-060	BPB19-0009 - PPLMB19-0046 815 Pine	SCOTTS PLUMBING	BD Bond Refund	BPB19-0009	10/23/19	500.00	134613
			Total For Check 134613			500.00	
Check 134614							
101-750-825-490	Field Maintenance & Supplies	SELL'S EQUIPMENT	SNOWBLOWER	357746	10/23/19	1,148.90	134614
			Total For Check 134614			1,148.90	
Check 134615							
101-448-825-432	Garage-Equipment Maintenance	SHAFT MASTERS	DRIVE SHAFT FOR VPS 9 VIN 1FTW2057EB07597	44982	10/23/19	377.90	134615
			Total For Check 134615			377.90	
Check 134616							
101-336-825-375	Computer Services-DMS	SMIA:SOUTHERN MICHIGAN INFO. ALLIAN	SETUP BRYX 911/CAD	3886	10/23/19	240.00	134616
			Total For Check 134616			240.00	
Check 134617							
101-448-825-430	Garage-Police Vehicle Maintenance	SOUTHGATE FORD	SENSOR FOR VP 7-18 VIN 2FABP7BV98X1776	924961	10/23/19	93.29	134617
101-448-825-432	Garage-Equipment Maintenance	SOUTHGATE FORD	OIL LINES FOR VPS 14 VIN 1FTNE24W66DA33037	925071	10/23/19	109.77	134617
			Total For Check 134617			203.06	
Check 134618							
285-225-925-880	Heritage Days	Spencer Ray	Reimbursement for Coffee for Refreshments for Cemetery Walk	101219	10/23/19	42.77	134618
			Total For Check 134618			42.77	
Check 134619							
101-200-750-210	Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES	3427693871	10/23/19	695.46	134619
101-775-750-210	Office Supplies	STAPLES ADVANTAGE	YAP - Foldaway Tote	3426652807	10/23/19	26.49	134619
			Total For Check 134619			721.95	
Check 134620							
677-200-950-610	Liability Claims-City	State Farm	Claim Number: 22-9921-N60	Bruley, Robert	10/23/19	3,612.10	134620
			Total For Check 134620			3,612.10	
Check 134621							
101-301-750-220	Operating Expenses	STATE OF MICHIGAN	Ordered 5 Municipal Plates for Police Dept.	Municipal Plates	10/23/19	65.00	134621
			Total For Check 134621			65.00	
Check 134622							
285-225-925-825	Christmas Parade	TED BUTKIN	Parade - Thank you!!	10152019	10/23/19	150.00	134622
			Total For Check 134622			150.00	
Check 134623							
525-750-750-250	Course Maintenance	THE TORO COMPANY NSN	MONTHLY FEES	10012019	10/23/19	243.00	134623
			Total For Check 134623			243.00	

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Check 134624							
285-225-925-880	Heritage Days	TOM FARYNIARZ	Reimbursement for Candles for Cemetery Walk	100919	10/23/19	42.40	134624
285-225-925-880	Heritage Days	TOM FARYNIARZ	Reimbursement for Wood and Fluid for Cemetery Walk	101019	10/23/19	196.98	134624
			Total For Check 134624			239.38	
Check 134625							
101-750-850-550	SMART-Equipment/Maintenance	TRINITY CARS INC	TOKENS	91754851	10/23/19	560.00	134625
			Total For Check 134625			560.00	
Check 134626							
101-136-850-510	Office Equipment	VERIZON WIRELESS	Data Modems for Remote Network Connection	9839461336	10/23/19	165.44	134626
101-336-750-221	Cellular Phones & Pagers	VERIZON WIRELESS	INVOICE #9839467866 SEPT 5-OCTOBER 4	942095991-00001	10/23/19	125.28	134626
			Total For Check 134626			290.72	
Check 134627							
101-448-825-431	Garage-Other Vehicle Maintenance	VERSALIFT MIDWEST	REPAIRS TO VPS 60 VIN 2FZACHAK03AM5166	51018	10/23/19	944.26	134627
			Total For Check 134627			944.26	
Check 134628							
290-448-825-480	Rubbish Dumping Fee	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	80,761.10	134628
290-448-825-480	COMMERICAL CARDBOARD	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	955.33	134628
290-448-825-480	COMMERICAL TRASH	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	21,726.56	134628
290-448-825-480	ROLL OFF HAULS RECYCLING	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	3,940.35	134628
290-448-825-480	RECYCLING CHARGE	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	1,105.05	134628
290-448-825-480	CARDBOARD CHARGE	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	8.72	134628
290-448-825-480	OAK & 1S T CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	482.40	134628
290-448-825-480	OAK & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	411.40	134628
290-448-825-480	EUREKA & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	322.13	134628
290-448-825-480	BIDDLE & SYCAMORE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP SEPT 2019	8409387	10/23/19	514.25	134628
			Total For Check 134628			110,227.29	
Check 134629							
306-200-925-794	Interest Expense-Police/Court	US BANK ST PAUL	2014 Refunding Bonds (LTGO) Interest Payment 11/1/19	1470702	10/24/19	56,850.00	134629
			Total For Check 134629			56,850.00	
Check 134630							
101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT	P/R ENDING 10/27/19	10/30/19	586.49	134630
			Total For Check 134630			586.49	
Check 134631							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 10/27/19	10/30/19	9,290.19	134631
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 10/27/19	10/30/19	4,645.09	134631
499-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 10/27/19	10/30/19	207.08	134631
499-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 10/27/19	10/30/19	103.55	134631
			Total For Check 134631			14,245.91	
Check 134632							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 10/27/19	10/30/19	12,408.65	134632
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 10/27/19	10/30/19	6,204.35	134632
			Total For Check 134632			18,613.00	

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Check 134633							
101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES	P/R ENDING 10/27/19	10/30/19	253.44	134633
			Total For Check 134633			253.44	
Check 134634							
101-000-231-040	P/R Deductions-Credit Union	MICHIGAN EDUCATION SAVINGS PROGRAM	MICHIGAN EDUCATION SAVINGS PROGRAM	P/R ENDING 10/27/19	10/30/19	250.00	134634
			Total For Check 134634			250.00	
Check 134635							
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 10/27/19	10/30/19	5,575.00	134635
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 10/27/19	10/30/19	65.00	134635
			Total For Check 134635			5,640.00	
Check 134636							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/27/19	10/30/19	2,050.00	134636
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/27/19	10/30/19	2,050.00	134636
499-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/27/19	10/30/19	50.00	134636
499-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 10/27/19	10/30/19	50.00	134636
			Total For Check 134636			4,200.00	
Check 134637							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 10/27/19	10/30/19	1,446.70	134637
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 10/27/19	10/30/19	1,446.70	134637
			Total For Check 134637			2,893.40	
Check 134638							
101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK	P/R ENDING 10/27/19	10/30/19	3,077.00	134638
			Total For Check 134638			3,077.00	
Check 5767							
101-448-750-260	Garage-Operating Expenses	AAA WIRE ROPE INC	CHAIN AND BINDERS FOR LEAF BOXES	110832	10/23/19	513.12	5767
			Total For Check 5767			513.12	
Check 5768							
101-750-750-223	Playgrounds	ABOVE ALL MASONRY & CONSTRUCTION	MEMORIAL PARK IMPROVEMENTS	09242019-1	10/23/19	533.34	5768
101-750-850-560	Memorial Park Improvements	ABOVE ALL MASONRY & CONSTRUCTION	MEMORIAL PARK IMPROVEMENTS	09242019-1	10/23/19	3,266.66	5768
			Total For Check 5768			3,800.00	
Check 5769							
101-750-925-780	Rentals (Seniors/PortaJohns)	ACEE DEUCEE PORTA CAN	PULASKI PORTA CAN	101683	10/23/19	80.00	5769
101-750-925-780	Rentals (Seniors/PortaJohns)	ACEE DEUCEE PORTA CAN	BISHOP PARK PORTA CAN	101969	10/23/19	150.00	5769
525-750-750-250	Course Maintenance	ACEE DEUCEE PORTA CAN	PORTA CAN GOLF COURSE	102205	10/23/19	170.00	5769
			Total For Check 5769			400.00	
Check 5770							
677-302-825-340	Employee Physical Exams	ADAMS OHM	PRE EMPLOYMENT BACKGROUND CHECKS	3918	10/23/19	92.00	5770
677-440-825-340	Employee Physical Exams	ADAMS OHM	PRE EMPLOYMENT BACKGROUND CHECKS	3918	10/23/19	120.00	5770
677-756-825-340	Employee Physical Exams	ADAMS OHM	PRE EMPLOYMENT BACKGROUND CHECKS	3918	10/23/19	44.00	5770
			Total For Check 5770			256.00	
Check 5771							
202-440-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#13 EXTENSION-2019 HMA RESURFACING PROGRAM FILE #4707	RESURFACING	10/23/19	9,784.44	5771

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492-200-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#13 EXTENSION-2019 HMA RESURFACING PROGRAM FILE #4707	RESURFACING	10/23/19	26,127.80	5771
499-200-850-831	Parking Lots	AL'S ASPHALT PAVING CO INC	EE#2 EXTENSION - 2018 PARKING LOT #11 EXPANSION FILE #4707	PARKING LOT #11	10/23/19	21,292.95	5771
			Total For Check 5771			57,205.19	
Check 5772							
285-225-925-880	Heritage Days	ALLEGRA MARKETING	2019 Cemetery Walk Programs	7989	10/23/19	89.68	5772
			Total For Check 5772			89.68	
Check 5773							
101-301-750-220	Operating Expenses	ALLIE BROTHERS UNIFORM	Uniform for Officer Daniel Cole	77272	10/23/19	1,092.32	5773
101-303-725-190	Uniforms	ALLIE BROTHERS UNIFORM	New Uniform for ACO McKenzie	77343	10/23/19	631.11	5773
101-303-725-190	Uniforms	ALLIE BROTHERS UNIFORM	New Uniform for ACO McKenzie	77343	10/23/19	331.77	5773
101-325-725-190	Uniforms	ALLIE BROTHERS UNIFORM	Uniform for Reserve Officer Steven Shearer	77273	10/23/19	486.96	5773
101-325-725-190	Uniforms	ALLIE BROTHERS UNIFORM	Reserve Uniform - Adamski	77294	10/23/19	167.17	5773
101-325-725-190	Uniforms	ALLIE BROTHERS UNIFORM	Uniform for Reservist John Oliverio	77398	10/23/19	156.97	5773
			Total For Check 5773			2,866.30	
Check 5774							
101-215-750-220	Operating Expenses	AMERICAN LEGAL PUBLISHING CORP	internet code hosting renewal	0130232	10/23/19	450.00	5774
			Total For Check 5774			450.00	
Check 5775							
525-750-750-250	Course Maintenance	B & D VAC CLEANER SALES & SERV INC	VACUUM FILTERS	1377	10/23/19	12.99	5775
			Total For Check 5775			12.99	
Check 5776							
101-448-825-431	Garage-Other Vehicle Maintenance	BELL EQUIPMENT COMPANY	PARTS FOR LEAF VACUM 77a VIN JD91705-515610	0161004	10/23/19	754.40	5776
101-448-825-431	Garage-Other Vehicle Maintenance	BELL EQUIPMENT COMPANY	HAZARD LIGHT SWITCH STOCK	0160586	10/23/19	51.90	5776
101-448-825-431	Garage-Other Vehicle Maintenance	BELL EQUIPMENT COMPANY	STOCK SWEEPER BROOMS	0160488	10/23/19	1,516.00	5776
101-448-825-431	Garage-Other Vehicle Maintenance	BELL EQUIPMENT COMPANY	SWEEPER PARTS STOCK	0160831	10/23/19	48.57	5776
			Total For Check 5776			2,370.87	
Check 5777							
101-301-825-395	IT-Operation & Maintenance	BERESFORD COMPANY	100 PROX Cards;#54400-54499, 50 blank cards	64423	10/23/19	413.12	5777
			Total For Check 5777			413.12	
Check 5778							
101-136-825-330	Attorneys (CA) & Interpreters	BROMBERG & ASSOCIATES LLC	IMTERPRATATION	13538	10/23/19	228.75	5778
			Total For Check 5778			228.75	
Check 5779							
101-302-925-790	Miscellaneous	CDW GOVERNMENT INC	DCD - Computers	VGf7049	10/23/19	2,103.68	5779
530-444-825-220	Operating Expenses-Bank Bldg	CDW GOVERNMENT INC	Networking for City Hall Cameras	PWB0236	10/23/19	1,121.96	5779
530-444-825-220	Operating Expenses-Bank Bldg	CDW GOVERNMENT INC	Networking Equipment for City Hall Cameras	QHB8287	10/23/19	236.37	5779
530-444-825-220	Operating Expenses-Bank Bldg	CDW GOVERNMENT INC	Networking Equipment for City Hall Cameras	QHC4726	10/23/19	51.36	5779
			Total For Check 5779			3,513.37	
Check 5780							
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	101119	10/23/19	562.50	5780
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	101919	10/23/19	93.75	5780
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	10152019	10/23/19	300.00	5780
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	100419	10/23/19	206.25	5780



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101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	100819	10/23/19	300.00	5780
101-136-825-229	MIDC ATTORNEYS	Christopher Bogard	COURT APPOINTED ATTORNEY	100919	10/23/19	562.50	5780
						<u>2,025.00</u>	
Check 5781							
101-136-825-229	MIDC ATTORNEYS	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	101519	10/23/19	150.00	5781
101-136-825-229	MIDC ATTORNEYS	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	101019	10/23/19	262.50	5781
						<u>412.50</u>	
Check 5782							
101-136-850-510	Office Equipment	DAVID FULLER	Replacement Computers	55-PO-8405849	10/23/19	2,399.96	5782
101-136-850-510	Office Equipment	DAVID FULLER	MS Office 2019 Liscences	1912345637	10/23/19	1,199.97	5782
101-209-750-220	Operating Expenses	DAVID FULLER	Replacement Computers	55-PO-8406932-Fire	10/23/19	599.99	5782
101-209-850-510	Office Equipment/Equip Replacement	DAVID FULLER	Replacement Monitors	55-PO-8406933	10/23/19	299.99	5782
101-209-850-510	Office Equipment/Equip Replacement	DAVID FULLER	MS Office 2019 Liscences	1912345637	10/23/19	399.99	5782
101-215-850-510	Office Equipment	DAVID FULLER	Replacement Computers	55-PO-8406932-Fire	10/23/19	1,199.98	5782
101-215-850-510	Office Equipment	DAVID FULLER	Replacement Monitors	55-PO-8406933	10/23/19	899.97	5782
101-215-850-510	Office Equipment	DAVID FULLER	Board and Commissions Agenda Management Software	182040	10/23/19	2,520.00	5782
101-301-825-395	IT-Operation & Maintenance	DAVID FULLER	Police MS Office 2019 Licenses	1912345638	10/23/19	2,399.94	5782
101-301-825-395	IT-Operation & Maintenance	DAVID FULLER	MS Office 2019 Licenses for Police	1912341001	10/23/19	2,399.94	5782
101-301-825-395	IT-Operation & Maintenance	DAVID FULLER	MS Office 2019 Licenses for Police,DDA,City Hall Shared PC	1912358902	10/23/19	1,599.96	5782
101-336-750-223	Computer Connectivity	DAVID FULLER	Replacement Computers	55-PO-8406932-Fire	10/23/19	599.99	5782
101-336-750-223	Computer Connectivity	DAVID FULLER	Replacement Monitors	55-PO-8406933	10/23/19	299.99	5782
101-336-750-223	Computer Connectivity	DAVID FULLER	MS Office 2019 Liscences	1912345637	10/23/19	399.99	5782
101-448-750-231	Const-Signage,Striping,Barricades	DAVID FULLER	Replacement Monitors	55-PO-8406933-1	10/23/19	599.98	5782
101-448-750-231	Const-Signage,Striping,Barricades	DAVID FULLER	Replacement Computers	55-PO-8408428	10/23/19	599.99	5782
101-448-750-231	Const-Signage,Striping,Barricades	DAVID FULLER	Microsoft Office Professional Plus 2019 License	1912360111	10/23/19	399.99	5782
492-200-850-524	Recreation-City Parks	DAVID FULLER	Golf Course Cameras	111-7043398-4704252	10/23/19	1,886.69	5782
499-200-926-114	Operating Expenses	DAVID FULLER	MS Office 2019 Licenses for Police,DDA,City Hall Shared PC	1912358902	10/23/19	399.99	5782
499-200-926-114	Operating Expenses	DAVID FULLER	Replacement Monitors	55-PO-8406933-1	10/23/19	299.99	5782
499-200-926-114	Operating Expenses	DAVID FULLER	Replacement Computers	55-PO-8408428	10/23/19	599.99	5782
530-444-825-220	Operating Expenses-Bank Bldg	DAVID FULLER	City Hall Cameras	111-4526768-2729021	10/23/19	2,366.17	5782
530-444-825-220	Operating Expenses-Bank Bldg	DAVID FULLER	MS Office 2019 Licenses for Police,DDA,City Hall Shared PC	1912358902	10/23/19	399.99	5782
530-444-825-220	Operating Expenses-Bank Bldg	DAVID FULLER	Access Badges for City Hall	63445	10/23/19	448.14	5782
						<u>25,220.58</u>	
Check 5783							
101-136-825-229	MIDC ATTORNEYS	David Michael Bogard	COURT APPOINTED ATTORNEY	100819	10/23/19	300.00	5783
101-136-825-229	MIDC ATTORNEYS	David Michael Bogard	COURT APPOINTED ATTORNEY	10092019	10/23/19	543.75	5783
101-136-825-229	MIDC ATTORNEYS	David Michael Bogard	COURT APPOINT ATTORNEY	100719	10/23/19	300.00	5783
						<u>1,143.75</u>	
Check 5784							
101-000-231-020	P/R Deductions-Hospital (Employer)	DELTA DENTAL	0007240006 NOVEMBER 2019	RIS0002477169 11/19	10/23/19	7,698.68	5784
499-200-725-160	Medical Insurance	DELTA DENTAL	0007240006 NOVEMBER 2019	RIS0002477169 11/19	10/23/19	255.42	5784
						<u>7,954.10</u>	
Check 5785							
101-448-825-430	Garage-Police Vehicle Maintenance	DICK GENTHE CHEVROLET	RADIATOR FOR VP 7-11 VIN 1GNLCDE8GR274574	13988	10/23/19	376.65	5785
101-448-825-430	Garage-Police Vehicle Maintenance	DICK GENTHE CHEVROLET	HOSE AND MOUNT FOR VP 7-11 VIN 1GNLCDE8GR274574	13964	10/23/19	146.07	5785
						<u>522.72</u>	

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101-440-825-490	C of C Inspectors	DOUGLAS SCOTT THOMAS	INSPECTIONS	093019-101319	10/23/19	986.50	5786
			Total For Check 5786			986.50	
Check 5787							
101-301-825-350	Printing	DOWNRIVER OFFICE	Business Cards for Officer Chelsea Harris	21591	10/23/19	55.00	5787
			Total For Check 5787			55.00	
Check 5788							
590-200-926-210	Supplies	EJ USA, INC.	12 MAN HOLE FRAMES	110190078887	10/23/19	2,849.60	5788
			Total For Check 5788			2,849.60	
Check 5789							
101-448-750-270	Building Maintenance	EXPERT MECHANICAL SERVICE INC	REPAIRED AC UNIT D	48824	10/23/19	1,472.33	5789
101-448-750-270	Building Maintenance	EXPERT MECHANICAL SERVICE INC	REPAIRS TO AC UNIT COURT SIDE BY ADMINISRATORS OFFICE D	49335	10/23/19	885.14	5789
			Total For Check 5789			2,357.47	
Check 5790							
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	DCAC - Hi Energy Diamond, Purina Cat One	738551	10/23/19	173.95	5790
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	DCAC - Scamp, Purina One, Kitten & Adult	738555	10/23/19	365.76	5790
265-301-925-730	Other Expenses - State	FEED RITE PET SHOP & SUPPLY	Wellness Core for K9 ICE	468955	10/23/19	64.99	5790
			Total For Check 5790			604.70	
Check 5791							
101-750-750-220	Operating Expenses	FORTE PAYMENT SYSTEMS INC	MONTHLY FEE	006412903	10/23/19	27.18	5791
			Total For Check 5791			27.18	
Check 5792							
525-750-750-250	Course Maintenance	FRANK TARNOWSKI PLUMBING LLC	REPLACED SLOAN VALVE IN GOLF COURSE WOMEN'S RR	10152019	10/23/19	318.50	5792
			Total For Check 5792			318.50	
Check 5793							
492-200-850-545	Sewer Construction	G V CEMENT	EE#5 2019 SANITARY SEWER REPAIRS FILE #4755	SEWER REPAIR	10/23/19	34,873.92	5793
			Total For Check 5793			34,873.92	
Check 5794							
101-440-825-490	C of C Inspectors	GENE H STEPHENS	INSPECTIONS	093019-101319	10/23/19	530.50	5794
			Total For Check 5794			530.50	
Check 5795							
101-000-257-090	Reserve-Vintage BB (Y&. Stars)	GERALD HAYNES	Reimbursement for Stars Game Meal	0929191	10/23/19	53.37	5795
101-000-257-090	Reserve-Vintage BB (Y&. Stars)	GERALD HAYNES	Reimbursement for Stars Game Meal	0929192	10/23/19	57.24	5795
			Total For Check 5795			110.61	
Check 5796							
101-336-750-220	Operating Expenses	GLIDER WHOLESale SUPPLY LLC	HAND SOAP	67297	10/23/19	87.60	5796
101-756-750-235	Cleaning Supplies	GLIDER WHOLESale SUPPLY LLC	CLEANING SUPPLIES	67289	10/23/19	1,181.80	5796
			Total For Check 5796			1,269.40	
Check 5797							
101-136-825-229	MIDC ATTORNEYS	GOLDPAUGH & ASSOCIATES PC	court appointed attorney	09102019	10/23/19	225.00	5797
101-136-825-229	MIDC ATTORNEYS	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	100819	10/23/19	150.00	5797
101-136-825-229	MIDC ATTORNEYS	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	10082019	10/23/19	150.00	5797

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101-136-825-229	MIDC ATTORNEYS	GOLDBAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	101019	10/23/19	243.75	5797
101-136-825-229	MIDC ATTORNEYS	GOLDBAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	101519	10/23/19	243.75	5797
			Total For Check 5797			1,012.50	
Check 5798							
101-448-750-261	Garage-Gasoline & Oil	H DOMINE ENTERPRISES INC	HOSE FOR GAS PUMPS STOCK	118809	10/23/19	123.58	5798
101-448-750-261	Garage-Gasoline & Oil	H DOMINE ENTERPRISES INC	PARTS FOR FUEL PUMPS DPS	118827	10/23/19	259.94	5798
			Total For Check 5798			383.52	
Check 5799							
402-301-850-530	Vehicles	HERKIMER RADIO SERVICE	Emergency Equipment and Installation for new Chevy Tahoe	22596	10/23/19	11,010.37	5799
			Total For Check 5799			11,010.37	
Check 5800							
101-000-257-078	Reserve-Animal Care	HSB VETERINARY SUPPLY INC	Canine Flu Vaccine Combo, Nobivac K9 1-DAPPV	376069	10/23/19	1,661.14	5800
			Total For Check 5800			1,661.14	
Check 5801							
101-336-750-222	Medical/Rescue Supplies	J & B MEDICAL SUPPLY	FIRST AID SUPPLIES	5746752	10/23/19	1,789.02	5801
101-336-750-222	Medical/Rescue Supplies	J & B MEDICAL SUPPLY	EXAM GLOVES	5763983	10/23/19	18.54	5801
101-336-750-222	Medical/Rescue Supplies	J & B MEDICAL SUPPLY	HEAD WEDGE IMMOBILIZERS	5774951	10/23/19	78.00	5801
			Total For Check 5801			1,885.56	
Check 5802							
101-448-825-431	Garage-Other Vehicle Maintenance	J & R TRACTOR	STOCK FRONT TIRE BEARINGS LAWN MOWERS	97100	10/23/19	61.96	5802
101-448-850-540	Other Equipment	J & R TRACTOR	NEW TRACTOR FOR DPS VIN CK3510SEHC6630	22835	10/23/19	22,638.00	5802
			Total For Check 5802			22,699.96	
Check 5803							
101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEW	093019-101319	10/23/19	504.00	5803
			Total For Check 5803			504.00	
Check 5804							
101-440-825-490	C of C Inspectors	JEFFERY CARLEY	INSPECTIONS	093019-101319	10/23/19	1,117.00	5804
			Total For Check 5804			1,117.00	
Check 5805							
101-336-750-220	Operating Expenses	JERRY'S ACE HARDWARE	VACUUM	68075	10/23/19	104.49	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	2.5 FEET OF HOSE AND CLAMPS	067965	10/23/19	6.14	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	MISCELLANEOUS HARDWARE	068019	10/23/19	37.00	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	GARDEN HOSE AND WASHERS	068077	10/23/19	21.64	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	KEY	068079	10/23/19	1.89	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	MISCELLANEOUS HARDWARE	068111	10/23/19	19.03	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	HARDWARE	068114	10/23/19	16.13	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	FASTNERS	068141	10/23/19	7.96	5805
101-448-750-230	Const-Operating Supplies	JERRY'S ACE HARDWARE	SPRAYPAINT	068148	10/23/19	8.53	5805
101-448-750-260	Garage-Operating Expenses	JERRY'S ACE HARDWARE	fasteners stock	067857	10/23/19	5.39	5805
101-750-750-220	Operating Expenses	JERRY'S ACE HARDWARE	MISC SUPPLIES	068176	10/23/19	220.87	5805
101-750-750-220	Operating Expenses	JERRY'S ACE HARDWARE	MISC SUPPLIES	068184	10/23/19	38.44	5805
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	067951	10/23/19	94.96	5805
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	067990	10/23/19	37.99	5805
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	68100	10/23/19	91.41	5805

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101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	068154	10/23/19	41.74	5805
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	PROPANE	068168	10/23/19	39.88	5805
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	068176	10/23/19	120.00	5805
101-756-825-420	Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	WALL BEND; CEMENT	068000	10/23/19	9.29	5805
101-756-825-420	Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	CLOCK, MULTIMETER	068046	10/23/19	34.75	5805
			Total For Check 5805			957.53	
Check 5806							
101-448-750-270	Building Maintenance	LAKIN ELECTRIC INCORPORATED	REFEED POWER TO FRONT OF BUILDING D	19188	10/23/19	1,167.11	5806
			Total For Check 5806			1,167.11	
Check 5807							
101-448-825-482	Site Improve-BASF Park	LANDSCAPE SUPPLY INC	Trees for DTE Matching Funds Grant Beaver Park and BASF Park	725869-01	10/23/19	1,109.50	5807
492-200-850-528	Tree Maintenance	LANDSCAPE SUPPLY INC	Trees for DTE Matching Funds Grant Beaver Park and BASF Park	725869-01	10/23/19	4,902.25	5807
			Total For Check 5807			6,011.75	
Check 5808							
101-136-825-229	MIDC ATTORNEYS	LAW OFFICE OF JOHN C FILKINS LLC	COURT APPOINTED ATTORNEY	090519	10/23/19	375.00	5808
			Total For Check 5808			375.00	
Check 5809							
285-225-925-825	Christmas Parade	LAWRENCE OLSZEWSKI	Santa at the Parade!	10152019	10/23/19	150.00	5809
			Total For Check 5809			150.00	
Check 5810							
101-448-825-432	Garage-Equipment Maintenance	LYONS TOWING	towing of truck 111 and 168	107888	10/23/19	358.00	5810
101-448-825-432	Garage-Equipment Maintenance	LYONS TOWING	tow of truck 170	107858	10/23/19	300.00	5810
			Total For Check 5810			658.00	
Check 5811							
101-440-750-210	Office Supplies	Marco Technologies, LLC	SERVICE CALL CANON	INV6808846	10/23/19	250.00	5811
			Total For Check 5811			250.00	
Check 5812							
101-448-825-431	Garage-Other Vehicle Maintenance	METRO AIRPORT TRUCK	REAR YOKE FOR VPS 170 VIN 2FZHAZAS62AK47800	350446	10/23/19	742.52	5812
			Total For Check 5812			742.52	
Check 5813							
590-200-926-210	Supplies	MEYER LABORATORY INC	DISPOSABLE GLOVES	0702323	10/23/19	952.00	5813
			Total For Check 5813			952.00	
Check 5814							
101-750-825-490	Field Maintenance & Supplies	MI CUSTOM SIGNS	PLASTIC COVER SHEET FOR SAM PALAMARA SIGN	17404	10/23/19	220.00	5814
101-756-825-420	Bldg & Equip Maintenance	MI CUSTOM SIGNS	KSP ALARM DASHERS	17900	10/23/19	187.00	5814
101-756-825-420	Bldg & Equip Maintenance	MI CUSTOM SIGNS	FREEPORT DASHER	17934	10/23/19	106.00	5814
101-756-825-420	Bldg & Equip Maintenance	MI CUSTOM SIGNS	SPONSOR DASHER	17841	10/23/19	158.38	5814
			Total For Check 5814			671.38	
Check 5815							
101-756-825-420	Bldg & Equip Maintenance	MID AMERICA RINK SERVICES	GOAL FRAMES	7607	10/23/19	1,500.39	5815
			Total For Check 5815			1,500.39	

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Check 5816							
101-303-825-430	Equipment/Vehicle Maintenance	MID WEST TRUCK ACCESSORIES INC.	Stainless Steel Side Bars for ACO 2	D-01-43470	10/23/19	368.95	5816
			Total For Check 5816			368.95	
Check 5817							
101-448-750-270	Building Maintenance	MILES POWER WASH INC	Powerwash WWII Memorial at Bishop Park (Q)	116	10/23/19	1,200.00	5817
101-448-750-270	Building Maintenance	MILES POWER WASH INC	REMOVED GRAFITTI FROM MCKINLEY SCHOOL	115	10/23/19	600.00	5817
			Total For Check 5817			1,800.00	
Check 5818							
101-301-750-220	Operating Expenses	Mister Uniform & Mat Rental	Police - Mat Rental Service for 9/9/19	2297873	10/23/19	60.00	5818
101-301-750-220	Operating Expenses	Mister Uniform & Mat Rental	Police - Mat Rental Service for 9/26/19	2298803	10/23/19	60.00	5818
530-444-825-220	Operating Expenses-Bank Bldg	Mister Uniform & Mat Rental	MAT RENTAL	2299323	10/23/19	97.84	5818
			Total For Check 5818			217.84	
Check 5819							
101-448-750-270	Building Maintenance	NXTEC USA LLC	BUMPER POST SLEEVES F	1118942	10/23/19	930.70	5819
			Total For Check 5819			930.70	
Check 5820							
101-448-750-244	Parks-Land Improvement	P & P LANDSCAPING LLC	Remove weeds and install sod at WWII Memorial Bishop Park	8393	10/23/19	990.00	5820
101-448-825-420	Building Services	P & P LANDSCAPING LLC	Weeding at Police Station (D)	8192	10/23/19	720.00	5820
101-448-825-482	Site Improve-BASF Park	P & P LANDSCAPING LLC	Plant 5 trees at BASF part of DTE Tree Grant	8396	10/23/19	450.00	5820
499-200-850-831	Parking Lots	P & P LANDSCAPING LLC	Parking Lot #9 weeding and planting Mums Fire & Flannel	8392	10/23/19	885.00	5820
			Total For Check 5820			3,045.00	
Check 5821							
101-448-750-210	Office Supplies	PARAGRAFIX	TIME SHEETS, MEMO PADS	17815	10/23/19	462.27	5821
			Total For Check 5821			462.27	
Check 5822							
101-136-825-331	Prosecutorial Services	PENTIUK COUVREUR & KOBLIYAK PC	Prosecutorial Services	November 2019	10/23/19	2,500.00	5822
			Total For Check 5822			2,500.00	
Check 5823							
101-000-257-065	Reserve-Temp Cert. of Occupancy	PIZZO DEVELOPMENT GROUP LLC	ESCROW REFUND FOR TEMPORARY CERTIFICATE OF OCCUPANCY 1510 SYCAMORE	1510 SYCAMORE	10/23/19	1,000.00	5823
			Total For Check 5823			1,000.00	
Check 5824							
101-336-750-223	Computer Connectivity	PLANET TECHNOLOGIES, INC.	Fire Email/Backup/Cloud Storage maintenance	I001679-Fire	10/23/19	406.24	5824
101-336-825-375	Computer Services-DMS	PLANET TECHNOLOGIES, INC.	Fire Email/Backup/Cloud Storage maintenance	I001679-Fire	10/23/19	1,610.00	5824
101-448-750-210	Office Supplies	PLANET TECHNOLOGIES, INC.	DPS Portion of Email/Backup/Cloud Storage	I001679-DPS	10/23/19	1,170.72	5824
			Total For Check 5824			3,186.96	
Check 5825							
677-200-825-330	Liability-Legal Fees	PLUNKETT AND COONEY PC	Page vs. City of Wyandotte File: 03153-72130	10738076	10/23/19	33.00	5825
			Total For Check 5825			33.00	
Check 5826							
101-756-825-420	Bldg & Equip Maintenance	QUINT PLUMBING & HEATING INC	SLOAN PARTS	62510	10/23/19	1,565.99	5826
			Total For Check 5826			1,565.99	

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Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 5827							
101-336-825-430	Auto Maintenance	R&R FIRE TRUCK REPAIR, INC	PRESSURE SENSOR E71	55811	10/23/19	482.88	5827
						<u>482.88</u>	
Total For Check 5827							
Check 5828							
101-448-750-270	Building Maintenance	RELIABLE DOOR SERVICE, LLC	REPLACED THE CLOSER BODY FOR AUTOMATIC DOOR    D	1962	10/23/19	2,245.00	5828
101-448-750-270	Building Maintenance	RELIABLE DOOR SERVICE, LLC	REPAIRED ROLL UP DOOR    D	1959	10/23/19	2,350.00	5828
						<u>4,595.00</u>	
Total For Check 5828							
Check 5829							
101-440-825-490	C of C Inspectors	RONALD E KEEHN	INSPECTIONS	093019-101319	10/23/19	751.50	5829
						<u>751.50</u>	
Total For Check 5829							
Check 5830							
492-200-850-524	Recreation-City Parks	S & D FIELD SERVICES	PARK BENCH & DOG RUN RAMP	11364	10/23/19	1,350.00	5830
						<u>1,350.00</u>	
Total For Check 5830							
Check 5831							
101-448-825-431	Garage-Other Vehicle Maintenance	SAFELITE FULFILLMENT INC	SEAT REPAIR TO VPS 59 VIN 7FGU32-62451	03505-002327	10/23/19	245.00	5831
						<u>245.00</u>	
Total For Check 5831							
Check 5832							
101-448-750-231	Const-Signage,Striping,Barricades	SHERWIN WILLIAMS	White paint for crosswalks	8618-5	10/23/19	220.90	5832
						<u>220.90</u>	
Total For Check 5832							
Check 5833							
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	TIRE REPAIR	445631-00	10/23/19	74.95	5833
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	NEW TIRE AND REPAIR	445783-00	10/23/19	464.26	5833
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	NEW TIRE AND REPAIR	445767-00	10/23/19	423.31	5833
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	NEW TIRE AND REPAIR	44579-00	10/23/19	423.31	5833
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	STOCK FILTERS DPS	442913-00	10/23/19	29.44	5833
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	FLOOR DRY STOCK DPS	444833-00	10/23/19	405.00	5833
						<u>1,820.27</u>	
Total For Check 5833							
Check 5834							
101-448-825-483	Contracted Grass Cutting - Private	Skarzynski's Landscaping LLC	Cut High Grass Complaints	0425	10/23/19	180.00	5834
101-448-825-483	Contracted Grass Cutting - Private	Skarzynski's Landscaping LLC	Cut Private Property High Grass Complaints	0500	10/23/19	400.00	5834
						<u>580.00</u>	
Total For Check 5834							
Check 5835							
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141410	10/23/19	43.50	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141411	10/23/19	48.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141412	10/23/19	36.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141416	10/23/19	72.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141418	10/23/19	24.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141420	10/23/19	34.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141422	10/23/19	60.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141425	10/23/19	2.00	5835
101-301-825-330	Prisoner Care	SOLTZ'S QUALITY MEATS	Meals for Prisoners	141424	10/23/19	48.00	5835
						<u>367.50</u>	
Total For Check 5835							
Check 5836							

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-440-750-221	Cellular Phones & Pagers	SPRINT	Sep 7 - Oct. 6, 2019	376705518-211	10/23/19	166.83	5836
101-448-750-222	Cellular Phones & Pagers	SPRINT	Sep 7 - Oct 6, 2019	376705518-211	10/23/19	178.10	5836
			Total For Check 5836			344.93	
Check 5837							
101-136-925-790	Miscellaneous	Studio One Photography	JUDGE DISANTO PICTURE FRAME FOR COURT	34084	10/23/19	480.00	5837
			Total For Check 5837			480.00	
Check 5838							
285-225-925-849	Special Events-Misc	TERRY JACOBY	B&G and Third Friday	10152019	10/23/19	600.00	5838
			Total For Check 5838			600.00	
Check 5839							
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize/Meg	1817563	10/23/19	90.00	5839
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	Sterilize/ Angus, Dany, Flash, Shay, Hamilton	1817056	10/23/19	300.00	5839
			Total For Check 5839			390.00	
Check 5840							
101-440-825-490	C of C Inspectors	THOMAS P KERR	INSPECTIONS	093019-101319	10/23/19	412.50	5840
101-440-825-491	Electrical Inspectors	THOMAS P KERR	INSPECTIONS	093019-101319	10/23/19	256.00	5840
			Total For Check 5840			668.50	
Check 5841							
101-440-825-492	Plumbing Inspectors	TIMOTHY THOMPSON	INSPECTIONS	093019-101319	10/23/19	661.50	5841
101-440-825-493	Mechanical Inspectors	TIMOTHY THOMPSON	INSPECTIONS	093019-101319	10/23/19	539.00	5841
			Total For Check 5841			1,200.50	
Check 5842							
101-136-825-390	Copier	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-136-825-390	Copier	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
101-172-825-390	Copier	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-172-825-390	Copier	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	288.80	5842
101-215-825-370	Copier Agreement	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-215-825-370	Copier Agreement	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	288.80	5842
101-301-825-390	Copier Agreement	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-301-825-390	Copier Agreement	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-301-825-390	Copier Agreement	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
101-301-825-390	Copier Agreement	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
101-301-825-390	Copier Agreement	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-302-825-390	Copier	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-302-825-390	Copier	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
101-336-825-390	Copier	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-336-825-390	Copier	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
101-440-825-390	Copier	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.41	5842
101-440-825-390	Copier	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	144.40	5842
101-448-825-390	Copier	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-448-825-390	Copier	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
101-750-825-390	Copier Agreement	Toshiba Financial Services	Papercut - October 2019	396798944	10/23/19	30.38	5842
101-750-825-390	Copier Agreement	Toshiba Financial Services	Copier Contract - October 2019	397116872	10/23/19	180.29	5842
			Total For Check 5842			2,287.86	
Check 5843							
101-756-825-420	Bldg & Equip Maintenance	TRI-DIM FILTER CORP	FILTERS	2239993-1	10/23/19	220.28	5843



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SL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Total For Check 5843			220.28	
Check 5844							
590-200-926-310	Operation,Maintenance & Replacement	UNITED RESOURCES LLC	EE#1 MAPS 11 AND 12 CLEANING & TELEVISING SANITARY & STORM SEWERS 2014-2019	CLEANING TELEVISING	10/23/19	30,647.28	5844
			Total For Check 5844			30,647.28	
Check 5845							
101-440-825-490	C of C Inspectors	WALTER CZARNIK	INSPECTIONS	093019-101319	10/23/19	1,408.00	5845
101-440-825-491	Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	093019-101319	10/23/19	1,276.00	5845
			Total For Check 5845			2,684.00	
Check 5846							
101-448-750-235	Cleaning Supplies	WEISKOPF INDUSTRIES CORP	PAPER TOWELS AND TISSUES	172112	10/23/19	348.68	5846
			Total For Check 5846			348.68	
Check 5847							
101-448-825-431	Garage-Other Vehicle Maintenance	WOLVERINE TRUCK SALES INC	air bag for vps 170 vin 2fzhazas62ak47800 and stock	1172955	10/23/19	105.96	5847
			Total For Check 5847			105.96	
Check 5848							
101-301-825-430	Equipment Maintenance	ALL TRAFFIC SOLUTIONS INC	Renewal - App, Traffic Suite (12mo)	Q-42491	10/23/19	1,500.00	5848
			Total For Check 5848			1,500.00	
Check 5849							
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 10/27/19	10/30/19	9,395.10	5849
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 10/27/19	10/30/19	19,387.88	5849
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 10/27/19	10/30/19	320.02	5849
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 10/27/19	10/30/19	74.84	5849
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 10/27/19	10/30/19	74.16	5849
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 10/27/19	10/30/19	316.94	5849
			Total For Check 5849			29,568.94	
Check 5850							

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G. Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 10/27/19	10/30/19	3,548.09	5850
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 10/27/19	10/30/19	545.00	5850
499-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 10/27/19	10/30/19	3.44	5850
			Total For Check 5850			4,096.53	
Check 5851							
101-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 10/27/19	10/30/19	12,275.55	5851
499-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 10/27/19	10/30/19	76.38	5851
525-000-228-021	State Tax W/H-General City	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 10/27/19	10/30/19	95.69	5851
			Total For Check 5851			12,447.62	
Check 5852							
101-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 10/27/19	10/30/19	31,780.47	5852
499-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 10/27/19	10/30/19	123.93	5852
525-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 10/27/19	10/30/19	134.50	5852
			Total For Check 5852			32,038.90	
Check 5853							
101-000-227-000	Due to Public Library	BACON MEMORIAL LIBRARY	TAX DIST LIBRARY SUMMER	SUMMER 2019	10/30/19	4,185.91	5853
			Total For Check 5853			4,185.91	
Check 5854							
101-000-223-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2019	10/30/19	15,418.79	5854
101-000-224-000	Due to RESA	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2019	10/30/19	263.10	5854
101-000-224-024	Due to RESA - Enhancement Millage	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2019	10/30/19	5,459.58	5854
101-000-226-000	Due to Special Education	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2019	10/30/19	9,193.35	5854
101-000-228-000	Due to State (SET)	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2019	10/30/19	16,379.04	5854
			Total For Check 5854			46,713.86	
Check 5855							
101-000-225-000	DUE TO WYAN SCHOOL BOARD-OPER	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2019	10/30/19	10,187.59	5855
101-000-225-025	Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2019	10/30/19	8,189.38	5855
			Total For Check 5855			18,376.97	

**RESOLUTION**

DATE: November 4, 2019

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

RESOLVED that the total bills and accounts of \$1,447,036.36 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

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

**Meeting Minutes**  
**Tuesday, October 8<sup>th</sup> 2019 at 5:30 pm**  
**City Council Chambers, 3200 Biddle Avenue, Wyandotte MI 48192**

**MEMEBRS PRESENT:** Patt Slack, Anne Majlinger, Scott Jordan, Bryan Koszinski, John Jarjosa, Norm Walker, Leo Stevenson

**EXCUSED:** Mayor Joseph Peterson, Ricky DeSana

**OTHERS PRESENT:** Joe Gruber, DDA Director

**PUBLIC COMMENT:** None

**APPROVAL OF MINUTES & AGENDA**

- a. Minutes from September and agenda from October

**Motion by P. Slack supported by J. Jarjosa to approve the DDA Minutes from September 2019 and the agenda for the October 2019 meeting. All in favor, motion carried.**

**MONTHLY TO RECEIVE & PLACE ON FILE**

- a. September 2019

L. Stevenson requested that an update capital report be sent to the DDA Board members due to the end of the fiscal year.

**Motion by L. Stevenson supported by S. Jordan to approve the September 2019 revenue and expenditure report. Roll call, all in favor, motion carried.**

**ON GOING PROJECTS AND BUSINESS:**

**Downtown Galleyway Area**

J. Gruber updated the committee on the Downtown Galleyway, he sated that it is coming along very well. The prints from the Wyandotte Museum will be hung up and the Department of Public Service will be installing those while creating the frames for the pieces. They should be installed before the November Third Friday. P. Slack communicated to the committee the style of the pieces that will be on the alleyway. The committee discussed.

J. Gruber also stated during the October event, a chainsaw artist created wooden animal pieces and will be painted by the City of Wyandotte Official Artist, Con Lustig and placed downtown. The committee discussed.

J. Gruber also stated that the DDA Design Committee will be working on the fountain area in the downtown for the future.

**Construction Projects in the Downtown:**

J. Gruber stated that there is construction taking place on Maple Street in the Downtown area. It is planned to be wrapped up in November and things will be back to normal for the businesses and patrons of that area.

#### **Outdoor Patio and Café Ordinance**

J. Gruber stated that as some board members are aware, a group of bar owners approached the DDA asking the board to research how other DDA cities handle their outdoor patio and café ordinances. He stated this report is not yet complete and at the November 12<sup>th</sup> meeting should have line items and fee comparisons and other details for review.

L. Stevenson recommends to look also into the insurance requirements in the other communities and also invite the bar owner group to that meeting in November when the information is presented.

P. Slack stated there is another project to update the available property inventory in the DDA area as well. L. Stevenson requested an update on the former LTB's business site for the next meeting. The committee discussed the new fiscal year and the projects and property development in the new year.

#### **NEW BUSINESS:**

##### **Wyandotte Beer Company: Grant Request**

L. Stevenson stated the grant sub-committee met and agreed the Wyandotte Beer Company is a great project for the Downtown area. An extension for the project was requested and approved, as well as a grant of \$5,000 for the completion of the project. The owner of the business spoke to the DDA and stated the goal is to open by November 1<sup>st</sup> 2019. The committee discussed.

**Motion by L. Stevenson, supported by J. Jarjosa to approve the \$5,000 grant and extension for the Wyandotte Beer Company project. Roll call, all in favor, motion carried.**

#### **Downtown Events**

P. Slack mentioned the downtown Trick or Treating event hosted by Love Wyandotte. The committee discussed the details of the event. J. Gruber stated there is another event called Witches of Wyandotte taking place in October as well hosted by a group called Shop the Dotte. J. Gruber mentioned the DDA and City of Wyandotte social media outlets.

The committee discussed the November events downtown.

#### **NEXT REGULAR MEETING:**

November 12<sup>th</sup> 2019

#### **ADJOURNMENT:**

Motion by J. Jarjosa, and supported by A. Majlinger to adjourn DDA meeting. All in favor.  
Meeting was adjourned.

Respectfully Submitted,

Heather Thiede - Champlin, Deputy Recording Secretary.

## ***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, October 8, 2019. Commissioner Harris called the meeting to order at 6:18 p.m.

### **ROLL CALL:**

Present: Commissioner John Harris  
Commissioner Bobie Heck  
Commissioner Doug Melzer  
Chief Daniel Wright

Recording Secretary: Lynne Matt

### **READING OF JOURNAL**

Motioned by Commissioner Melzer, supported by Commissioner Heck to approve the minutes as recorded for the meeting held on September 24, 2019. Motion carried unanimously.

### **COMMUNICATIONS**

Letter to Mayor Peterson from Civil Service Commission forwarding eligible candidates for the position of Assistance Fire Chief

Chief Wright stated both candidates were interviewed today for position of Assistant Fire Chief which is an appointed position outside the union. It is Mayor Peterson's choice which then goes before Council. Commissioner Melzer motioned to receive and place on file; supported by Commissioner Heck. Motion carried.

### **DEPARTMENTAL**

#### ***1. Wyandotte Fire Department Monthly Report "September 2019"***

Commissioner Melzer noted that we gave out more mutual aid then we received. Commissioner Melzer motioned to receive report and place on file as stated above; supported by Commissioner Heck. Motion carried.

#### ***2. Department bills submitted October 2, 2019 in the amount of \$8,020.29***

Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.



**DEPARTMENTAL (continued)**

*3. Promotions*

Chief Wright stated that due to getting Assistant Fire Chief we will need to promote a Captain and Lieutenant, which he will get official eligibility list from Civil Service Commission. Commission Melzer motioned to approve promotions subject to official list from Civil Service Commission; supported by Commissioner Heck. Motion carried.

*4. New Hire*

Chief Wright will be getting certified list from Civil Service Commission tomorrow.

**LATE**

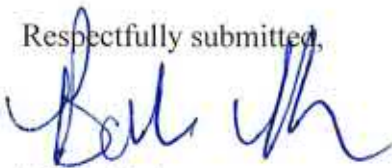
Chief Wright updated Commission of fire departments involvement in large residential high rise fire in Southgate.

Chief Wright stated he did get technology grant but hasn't received any money yet. The grant will be used to purchase half dozen of iPad's as well as software for preplans and inspections.

**ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:34 p.m.

Respectfully submitted,



Bobie Heck  
Secretary

10-22-19

MI/lm

**City of Wyandotte**  
**PLANNING COMMISSION**  
***Minutes of the Thursday, September 19, 2019, Meeting***  
**MINUTES AS RECORDED**

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Benson, Kowalewski, Lupo, Parker, Pasko, Sarnacki

COMMISSIONERS EXCUSED: Duran, Rutkowski

ALSO PRESENT: Ben Tallerico, Planning Consultant  
Kelly Roberts, Recording Secretary

**COMMUNICATIONS:**

All communications were received and placed on file.

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER BENSON, supported by Commissioner Lupo, to approve the minutes of the regular Meeting of August 15, 2019. MOTION PASSED

**OLD BUSINESS:**

None

**NEW BUSINESS:**

1. Review of the Capital Improvement Plan for Fiscal Years 2020 to 2025.

MOTION BY COMMISSIONER KOWALEWSKI, Supported by Commissioner Parker to approve the 2020 to 2025 Capital Improvements Plan and forward same to the City Council for their approval.

YEAS: ADAMCZYK, BENSON, DURAN, KOWALEWSKI, LUPO, PARKER, PASKO, SARNACKI

NAYS: NONE ABSENT: DURAN AND RUTKOWSKI

MOTION PASSED

2. Presentation by Natalie Rankine, Special Projects Coordinator, regarding updating the Wyandotte Zoning Ordinance. Presentation is attached.

**BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER BESON, supported by Commissioner Parker to:

Pay Beckett & Raeder for Planning Consultant fee for August 2019 in the amount of \$700.00

YEAS: ADAMCZYK, BENSON, DURAN, KOWALEWSKI, LUPO, PARKER, PASKO, SARNACKI

NAYS: NONE ABSENT: DURAN AND RUTKOWSKI

MOTION PASSED

**MOTION TO ADJOURN:**

MOTION BY COMMISSIONER PARKER, supported by Commissioner Sarnacki to adjourn the meeting at 7:20 p.m.

# City of Wyandotte Zoning Ordinance

## Form-Based Code

## RRC CERTIFICATION

As a part of our involvement in the Michigan Economic Development's (MEDC) Redevelopment Ready (RRC) program and the fact that we've updated our Master Plan, we are required to update our current Zoning Ordinance. In accordance with the City's newly adopted Master Plan, it is advised that we explore a **Form-Based Code** with a **graphics-based format** for this update.

### History

Wyandotte's Zoning Ordinance was originally drafted in November of **1949**. It was **35 pages** long and included a map.

Though the ordinance has not had a complete overhaul, the most recent updates were adopted in **2007**.



## FORM-BASED CODE

Traditional zoning codes focus on **use** without much guidance on **building form**. The result yields buildings that are out-of-character with existing development and the preferences of the community.



## What is Form-Based Code?

Form-based codes elevate the focus on **building form** and consider how it affects public spaces and the character of an area. This focus allows form-based codes to guide the creation of active, walkable neighborhoods.

# FORM-BASED ZONING ORDINANCE

Form-Based Code (FBC) is a way to regulate development that controls **building form** first and **building use** second.

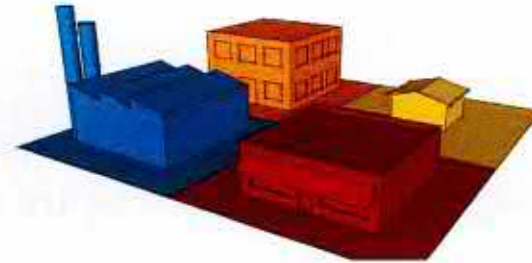
1

Building Form



2

Building Use

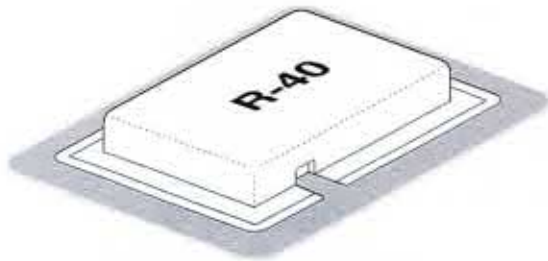


The purpose is to achieve a particular type of 'place' based on a community vision.

# FORM-BASED ZONING ORDINANCE

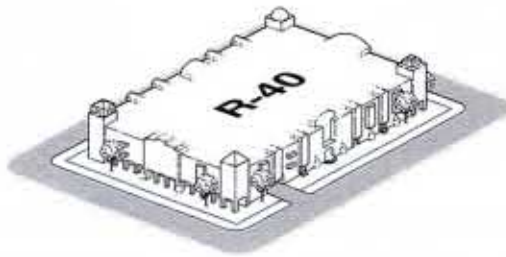
## Conventional Zoning

Density use, FAR (floor area ratio), setbacks, parking requirements, maximum building heights specified



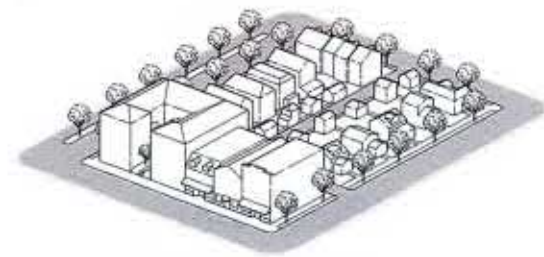
## Zoning + Design Guidelines

Conventional zoning requirements, plus frequency of openings and surface articulation specified.



## Form-based codes

Street & building types (or mix of types), build-to lines, number of floors, and percentage of built-site-frontage specified.



# FORM BASED DESIGN & ARCHITECTURE

## ELEMENTS OF FORM-BASED DESIGN



Building height  
& location



On street  
parking



Front Entrance  
& Windows



Street trees  
& furnishings



Building facade



Uses



Wide sidewalk



Signage



# FORM BASED DESIGN & ARCHITECTURE



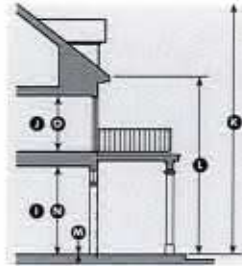
## Regulating Plan

A plan or map of the regulated area designating the locations where different building form standards apply.



## Public Standards

Specifies elements in the public realm: sidewalks, travel lanes, parking, street trees and furniture.



## Building Standards

Regulations controlling the features, configurations and functions of buildings that define and shape the public realm.



## Public Standards

Specifies elements in the public realm: sidewalks, travel lanes, parking, street trees and furniture.

### Building Elements

#### Encroachments

Front, Areas II, III, IV	To ROW
Front, Areas V, VI	10' beyond
Front, recessed	3'
Side	3'

#### Notes

Bay windows, balconies, stoops and the encroachment areas.

## Definitions

A glossary to ensure the precise use of technical terms.

# FORM BASED DESIGN & ARCHITECTURE



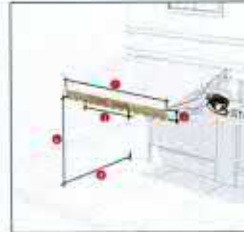
## Architectural Elements

Regulations controlling external architectural materials & quality.



## Landscaping Standards

Regulations controlling landscape design and plant materials on private property as they impact public spaces.



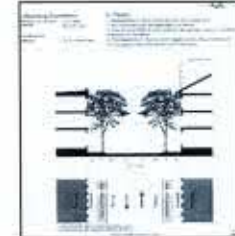
## Signage Standards

Regulations controlling allowable signage sizes, materials, illumination and placement.



## Environment Resource Standards

Regulations controlling issues such as storm water drainage and infiltration, tree protection, renewable resources, etc.



## Annotation

Illustrated text explaining the intentions of specific code provisions.

# FORM-BASED DESIGN & ARCHITECTURE

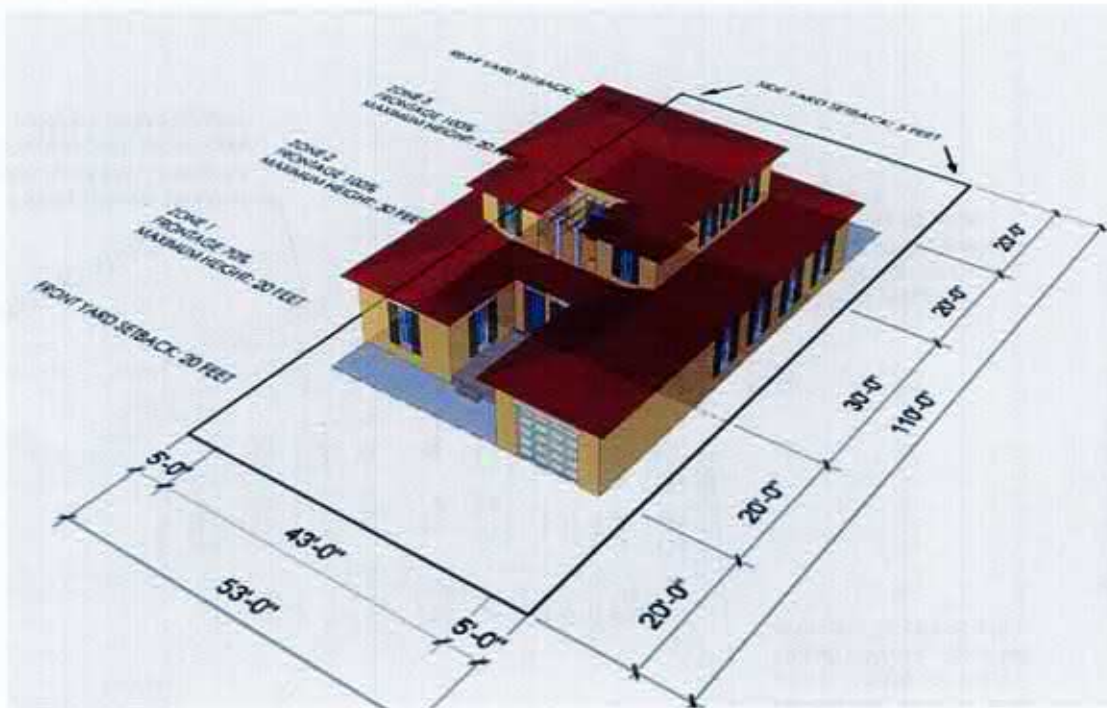
Form-based zoning has an increased focus on walkability, predictability and mixed-use development.





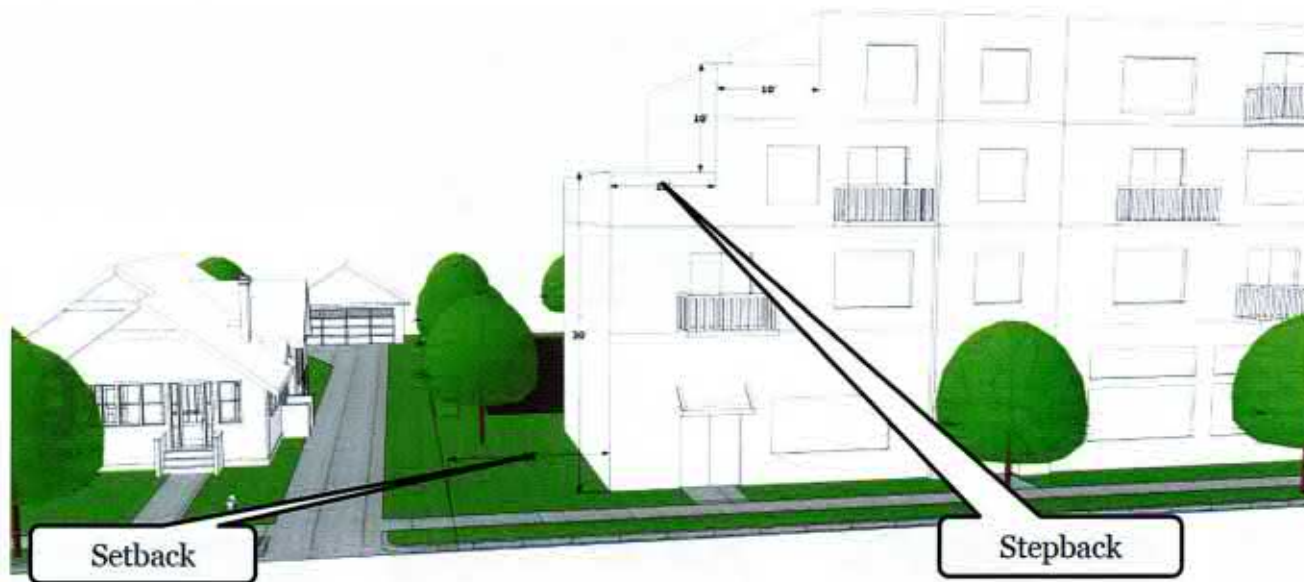
# FORM-BASED DESIGN & ARCHITECTURE

Unlike conventional zoning, the focus of a form-based code is on how buildings **relate to the streetscape**, not on what uses occur inside of them.



# FORM BASED DESIGN & ARCHITECTURE

Setback and stepbacks are an important part of Form-based Code. Step-back code would assure that buildings step down to the street, and to existing residential and low-rise areas.



# FORM-BASED DESIGN & ARCHITECTURE



Safeway Market design



Safeway Market design + mixed use



Drugstore design



Drugstore design + mixed use

## Before and after Form-based code



Mixed-use development



Mixed-use development conceptual design



# CONVENTIONAL DESIGN & ARCHITECTURE

**Conventional Zoning:** Which example is more pedestrian friendly?



Regulations such as 'dwelling units per acre' are blunt instruments. The townhouses above were built in the same community by different developers - both at 20 units per acre - following the same zoning regulations. **Both pictures show building fronts.**



# REAL-WORLD EXAMPLES

## Text-heavy with few graphics

**NOTES TO SECTION 7.04**

(a) Buildings or parts thereof, not exceeding three (3) percent of the lot area may be situated to a height not exceeding fifty (50) feet, in which case such side yard shall be increased to be equal to one-half (1/2) its height to the thirty (30) foot height level.

(b) Where a side yard abuts a street, the minimum width of such (1) foot (1) foot except in the instance of a multiple dwelling with more than one (1) lot. A distance of not less than eight (8) feet shall be maintained and a building on an abutting lot.

(c) Any side yard for a principal use as a special use shall be increased to at least two family dwellings, shall not be less than one-half (1/2) of the side yard.

(d) In a block on one side of the street fifty (50) percent or more of the lot area shall not be more than the average depth of the lot and in no instance more than twenty (20) feet.

(e) The following minimum lot area per dwelling unit shall be provided:

- (1) Efficiency unit, one thousand one hundred (1,100) square feet
- (2) One-bedroom unit, one thousand six hundred (1,600) square feet
- (3) Two-bedroom unit, two thousand two hundred (2,200) square feet
- (4) Three-bedroom unit, two thousand eight hundred (2,800) square feet
- (5) Four-bedroom unit, three thousand four hundred (3,400) square feet

(f) A date or expiration shall count the same as a bedroom. Except in the case of a building, but not one limited to the following: space in a basement, if placed on any lot, shall be counted as a full size, office space, or additional family or living room, or other additional use.

(g) The following minimum lot area per dwelling unit shall be provided:

- (1) Efficiency unit, one thousand (1,000) square feet per unit
- (2) One-bedroom unit, one thousand (1,000) square feet per unit
- (3) Two-bedroom unit, one thousand two hundred (1,200) square feet
- (4) Three-bedroom unit, one thousand four hundred (1,400) square feet
- (5) Four-bedroom unit, one thousand six hundred (1,600) square feet

(h) In all R4-1 and R4-2 Multiple Dwelling Districts, the minimum lot area (1) buildings, excluding buildings where the side yards of no opposite one another, shall be regulated according to the height of buildings. The formula regulating the required minimum lot area buildings is as follows:

**201 DEFINITIONS**

**17. BUILDABLE AREA**  
The space remaining on a lot or lots of record after the minimum setback and open space requirements have been met.

**18. BUILDING**  
Any structure, other temporary or permanent, having a roof supported by columns or walls, and intended for the shelter or enclosure of persons, animals, chattel or property of any kind.

**19. BUILDING, ACCESSORY**  
A subordinate building, the use of which is a clearly incidental to that of the main building or to the use of the lot.

**20. BUILDING HEIGHT**  
The vertical distance measured from the established grade of the corner of the lot of the building to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and ridge for gable, hip and gambrel roofs. The building height for accessory buildings is the vertical distance measured from the floor slab to the ridge line of the roof.

**21. BUILDING LINE**  
A line formed by the face of the building, and for the purposes of this Ordinance, building line is the same as a front setback line.

**22. BUILDING, MAIN OR PRINCIPAL**  
A building in which is conducted the principal use of the lot on which it is situated.

**23. BUILDING OFFICIAL**  
The City Engineer or his designee who is registered as a Building Official with the State of Michigan.

**24. BUILDING PERMIT**  
A permit signifying compliance with the provisions of this Ordinance as to use, safety, health and density, and with the requirements of all other codes and ordinances currently in effect in the City.

**25. CERTIFICATE OF OCCUPANCY**

**RA Residential Acreage 3.1.1**

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# REAL-WORLD EXAMPLES



## Transparency

② Ground story, primary/side (min)	50%/25%
③ Upper story (min)	20%
④ Blank wall area (max)	30'

## Story Height

① Ground floor elevation (min/max)	0'/6"
② Ground story (min)	10'
③ Upper story (min)	9'

\*Or 2' above base flood elevation where applicable.

## Pedestrian Access

⑥ Entrance facing primary street	Required
⑦ Entrance spacing along primary street (max)	50'

## Building Elements Allowed

Arcade, awning/canopy, balcony, stoop

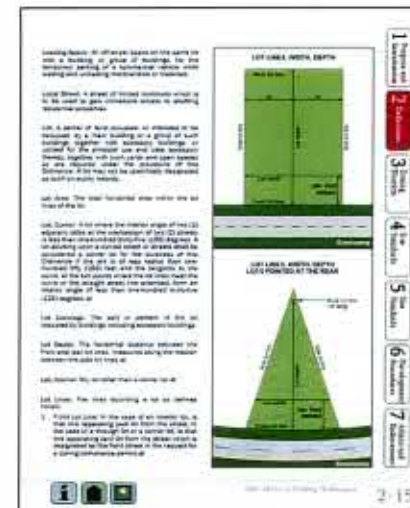
## Building Setbacks

① Primary/side street	See Sec. 2.6.C
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## Streetscape\*

① Pedestrian walkway (min)	
Primary street	8'
Side street	6'
⑤ Planting strip (min)	6'
Planting type	Tree lawn/ grates
Trees in planting strip	30' avg. on-center

\*Modified dimensions may be approved by the City Traffic Engineer see Sec. 2.2.Q.



[City of Taylor, Michigan](#)

[City of Alpena, Michigan](#)

[City of Novi, Michigan](#)

# BENEFITS OF FORM-BASED CODES

Provide more predictable results

Encourage public participation

Encourage independent development by multiple property owners.

Define and codify a neighborhood's existing context.

Form-based codes are easier to use, understand and navigate.

Form-based codes are enforceable, whereas some design guidelines are not.



# ESTIMATED TIMELINE





# City of Wyandotte Zoning Ordinance

## Form-Based Code

# City of Wyandotte Police Commission Meeting

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Regular Commission Meeting  
October 8, 2019

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## **ROLL CALL**

Present: Commissioner John Harris  
Commissioner Doug Melzer  
Commissioner Bobie Heck  
Chief Brian Zalewski

Absent: NONE

Others Present: Deputy Chief Archie Hamilton

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:35 p.m.

The Minutes from the regular Police Commission meeting on September 24, 2019 were presented.

Melzer moved, Heck seconded,  
CARRIED, to approve the regular minutes of September 24, 2019, as presented.

## **UNFINISHED BUSINESS**

NONE

## **COMMUNICATIONS**

NONE

## **DEPARTMENTAL**

### **1. Police Statistics – September 2019, Year-To-Date**

Chief Zalewski indicated the statistics were on par with last year's statistics. Nothing out of the ordinary is occurring.

The ordinance statistics include those initiated by both the Police and Ordinance officers.

Melzer moved, Heck seconded  
CARRIED, to accept the September 2019 and Year-To-Date statistics and place on file.

### **2. Wayne County Support Emergency Operations Plan**

This document needs to be placed on file with Wayne County. If Wyandotte were to experience some type of catastrophe and needed support services, this document would be essential to receiving those services.

Chief Zalewski had to update the contact information from previous versions. He has all the appropriate signatures and information and would like to submit it to Council for approval.

Melzer moved, Heck seconded

CARRIED, to approve the Wayne County Support Emergency Operations Plan as presented and forward to Council for their approval.

### **3. Inter-Local Agreement with Agencies in the Shared Information Network Consortium (SINC)**

We are currently utilizing Southern Michigan Information Alliance (SMIA) for our computer platform, but would ultimately like to migrate our system to the Southern Information Network Consortium (SINC).

Our current computer platform has changed ownership several times, it is currently owned by a company called Central Square. Central Square will continue to support this application, but would not say for how long. It was decided to move forward with another company which was explained in a document provided to the commission by Chief Zalewski. The Chief is requesting approval to proceed forward with an interlocal agreement to join SINC. The interlocal will be forwarded to City Council for review, if approved, the Mayor and City Clerk will sign the agreement

The SINC group consists of (8) downriver police communities, by joining, the (5) remaining SMIA members will consolidate their report management system.

Melzer moved, Heck seconded

CARRIED, to approve the migration to the SINC computer platform and forward the documentation to the Council and Mayor for their approval.

### **4. Traffic Control Order – No Parking Signs, 16<sup>th</sup>/Antoine and 16<sup>th</sup>/Clark**

There is a neighbor who is concerned about the traffic congestion at these intersections in the school zone.

The neighbor's / Chief's proposal would push parking back from the intersection from 30 feet to 100 feet from 2pm – 4pm each school day. This will allow vehicles to turn more easily at the intersections during peak traffic times.

The Police Department will monitor the area.

Melzer moved, Heck seconded

CARRIED, to approve the No Parking Signs, as presented, at the intersections of 16<sup>th</sup>/Antoine and 16<sup>th</sup>/Clark.

### **5. Physical Fitness Bonus Program**

The Department held their bi-annual physical fitness test on October 3<sup>rd</sup>. Thirteen officers took the test and passed with varying levels of success. They earned bonus money according to the level they met.



Melzer moved, Heck seconded  
CARRIED, to accept the October 3, 2019, physical fitness test results and place on file.

**6. Bills and Accounts – October 8, 2019, \$52,462.93**

Melzer moved, Heck seconded  
A Roll Call was held and the Motion  
CARRIED, to approve payment of the bills for October 8, 2019, \$52,462.93

**NEW BUSINESS.**

**1. Police and Court Building**

General discussion regarding the building appearance, and landscaping.

**2. K9 Interviews**

As discussed at the last meeting, K9 ICE has been with the Department 8 years and is nearing retirement. The Commissioners gave their approval at that last meeting to proceed with the process to choose a new handler and purchase a new dog.

So, interviews were held, and Officer Cox was chosen as the new handler. He is a tremendous candidate, and Deputy Chief Hamilton feels he will do an excellent job as the new K9 Officer. Chief Zalewski highly concurred with this choice as well.

The request to purchase a new canine will be forwarded to the City Administrator, Mayor, and City Council.

**3. Pension**

The Police Officers and Firemen (Public Safety Officers) are continuing discussions with the City officials. The union is awaiting on an actuary report.

*Members of the Audience*

**ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 7:09 p.m.

Heck moved, Melzer seconded,  
CARRIED, to adjourn meeting at 7:09 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department



10-22-19

## WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, October 8, 2019 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

### **Members Present:**

President Ed Ronco  
Vice President Ron Adams  
Commissioner Tom DeSana  
Commissioner Margaret Loya

### **Also Present:**

Sup't of Recreation Justin N. Lanagan  
Recreation Secretary Aimee Garbin

### **Excused:**

Secretary Wallace Merritt

A motion was made by Commissioner Loya and supported by Vice President Adams to approve the minutes of the previous meeting.

### **PERSONS IN THE AUDIENCE:**

### **CORRESPONDENCE:**

1. Thank you from St. Pius for the golf donation.
2. Thank you from UAW Local 3000 for the golf donation.

### **INTERDEPARTMENTAL:**

### **COUNCIL RESOLUTIONS:**

1. Council Resolution dated August 19, 2019 that Council concurs with the recommendation of the Superintendent of Recreation to approve the FY20 Municipal Credit and Community Credit Contract with Suburban Mobility Authority for Regional Transportation (SMART).

### **REPORTS AND MINUTES:**

Arena Report August 2019.....\$13,533.24 Ice Rental.....\$3,006.57 Skating Lessons.....\$243.12 Sign Rentals.  
September 2019.....\$233.00 Open Skating.....\$2,121.25 Ice Rental.....\$2,232.38  
Concession.....\$1,851.71 Skating Lessons.....\$250.00 Sign Rentals.....\$400.00 Summer Events.  
Account Breakdown Pay Period ending 6/9/2019 & 6/23/2019  
Tele-care: August 2019 & September 2019  
Senior Van Report: July 2019 & August 2019  
Golf Report: August 2019....\$71,163.28 & September 2019....\$44,434.88

### **SPECIAL ORDER:**

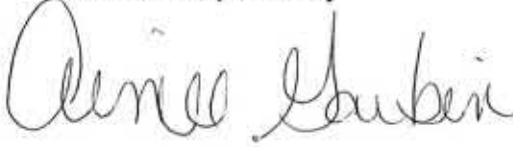
Superintendent Lanagan discussed both September and October Agendas at this meeting.

- Superintendent Lanagan informed Commission an Eagle Scout would like to do some park maintenance. The scout would replace the wood playground border, add wood chips and pull weeds at Kiwanis Park, 6<sup>th</sup> and North Drive. Superintendent Lanagan stated he signed off on the project.
- Superintendent Lanagan stated repair of the Handicap Kayak launch was put out for bid and no bids were received. Superintendent Lanagan stated he received a price quote from Waters Edge Dock and Hoist located in Howell, Michigan in the amount of \$11,500.00. Due to the cost being over \$10,000 the project had to be put out for bid. Superintendent Lanagan will seek Council approval to use Water's Edge Dock and Hoist to perform the work.

- Superintendent Lanagan stated he spoke with Garold Vallie in regards to the fundraising for the skatepark. Currently \$15,000 has been raised, with the next fundraising event Trick or Treats being held at Bacon Memorial Library later this month.
- President Ronco inquired how the dog park is doing. Superintendent Lanagan stated currently there over 100 registered users. Superintendent Lanagan also mentioned there is a Wyandotte Dog Park Facebook page where users coordinate bringing their dogs up to the park (so there will be other dogs to play with).

There being no further business to discuss, a motion was made by Commissioner DeSana and supported by Commissioner Loya to adjourn the meeting at 7:50 pm.

Minutes Prepared by



Aimee Garbin  
Recreation Secretary

Authorized by



Justin Lanagan  
Superintendent of Recreation

2019 Wyandotte Recreation Commission Meetings @ Yack Arena

**2<sup>nd</sup> Tuesday @ 7:30 pm**  
November 12, 2019

**2<sup>nd</sup> Wednesday @ 5:30 pm**  
December 11, 2019

**RETIREMENT COMMISSION MEETING MINUTES**  
**Friday – September 20, 2019**

Meeting called to order at 9:02 a.m. by Chairman LaManes

ROLL CALL:

PRESENT: Commissioners: Browning, Brohl, Harkleroad, LaManes, Lyon, Roberts

ALSO PRESENT: Frank Deeter—Oppenheimer & Company  
Susan Schultz in for Lawrence Stec – City Clerk

ABSENT: Lawrence Stec—City Clerk  
Commissioner Szczechowski

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Lyon

RESOLVED that the minutes held under the date of August 16, 2019 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Mr. Frank Deeter of Oppenheimer gave his report for August 2019, with the following highlights:

- Portfolio down 0.6% for the month
- Beginning of the month saw weakness in markets due to threats of increased tariffs
- Markets rallied as tariffs were delayed (again) and meetings were scheduled – into the month ending
- We see this continuing into mid-2020
- Weakness in Equity Markets offset by strength in Fixed Income
- Especially two new managers: Blackrock--Total Return and PGIM—Fixed Income
- We will recommend to raise cash levels next month for future distributions (as cash is now below 1% of portfolio)
- Federal Reserve, as expected, cut interest rates ¼% on Wednesday, September 18th

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Lyon

RESOLVED by the Wyandotte Employees Retirement Commission that the monthly report from Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the August 2019 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

**COMMUNICATIONS:**

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Roberts

RESOLVED by the Wyandotte Employees Retirement Commission to accept the 2020 Retirement Commission calendar meeting schedule as follows:

City of Wyandotte  
2020 Retirement Commission Meetings  
Held Every 3<sup>rd</sup> Friday @ 9:00 a.m.

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Location: 3200 Biddle Avenue, Wyandotte, Michigan  
Council Chambers  
Wyandotte City Hall  
734-324-4561

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Scheduled Dates for 2020

January 17  
February 21  
March 20  
April 17  
May 15  
June 19  
July 17  
August 21  
September 18  
October 16  
November 20  
December 18

be received and placed on file.

MOTION UNANIMOUSLY CARRIED

DISCUSSIONS:

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Harkleroad

RESOLVED by the Wyandotte Employees Retirement Commission that the Opco Policy and US Bank Policy regarding security be received and placed on file.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Lyon

RESOLVED by the Wyandotte Employee Retirement Commission approves the supplemental retirement benefit or 13th Check based on Mr. Todd Drysdale's data/analysis calculations.

YEAS: Commissioner William Harkleroad  
Commissioner Tom Lyon

NAYS: Commissioner Christopher Brohl  
Commissioner Todd Browning  
Chairman Paul LaManes  
Commissioner Kelly Roberts

ABSENT: Commissioner Robert Szczechowski

MOTION DENIED

UNFINISHED BUSINESS:

- Paul LaManes to contact the retirement system's insurance carrier and check for cyber security coverage

ADJOURNMENT:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl

RESOLVED, that the meeting be adjourned at 9:20 a.m.

MOTION UNANIMOUSLY CARRIED

A handwritten signature in cursive script, appearing to read "Susan Schultz".

Susan Schultz in for Lawrence S. Stec, Secretary  
Wyandotte Employee's Retirement Commission  
September 20, 2019

Wyandotte Municipal Services Commission  
Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, October 16, 2019 at 5:00 PM.

Roll Call: Present: Commissioners Carolyn Harris  
Leslie Lupo  
Robert J. Thiede  
Paul Gouth- Excused  
Bryan Hughes

General Manager & Secretary Paul LaManes

Also, Present- Amy Cannatella- CATV  
Amber Haggerty  
Ryan Smith  
Rob Haggerty

**Approval of Minutes:**

MOTION by Commissioner Hughes and SECONDED by Commissioner Thiede to approve the September 18, 2019 regular meeting minutes of the Municipal Services Commission.

Commissioner Harris asked that the roll be attached, no objections were made.  
Minutes approved

**Hearing of Public Concerns:**

None

**Reports and Communications:**

- Monthly Cable Subscribers- September 2019

MOTION by Commissioner Lupo and SECONDED by Commissioner Thiede to receive and place on file the reports and communications.

Commissioner Harris asked that the roll be attached, no objections were made.

**Approval of Vouchers:**

MOTION by Commissioner Hughes and SECONDED by Commissioner Thiede that the vouchers be paid as submitted.

**#5383 \$708,236.41**

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo Thiede, and Hughes

NAYS: None

Vouchers approved



Wyandotte Municipal Services Commission  
Regular Meeting Minutes

**Other/Late Items**

**Resolution #10-2019-1**

MOTION by Commissioner Lupo and SECONDED by Commissioner Hughes to authorize the General Manager to execute a contract with Universal for the 4.8kV to 13.2kV conversion work for an amount not to exceed \$1,641,523 and to waive the bid process due to the potential for significant disruption of operations, as recommended by WMS management. Final contract is subject to review by the City Attorney prior to commencing work.

And further, approve a FY20 capital budget amendment of \$241,523 for project # 591-000-970-000-1017TD, 4.8kV Conversion, as an additional fund balance appropriation.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo Thiede, and Hughes

NAYS: None

Motion passes

Motion by Commissioner Hughes and SECONDED by Commissioner Thiede to now adjourn at 5:13PM. Roll attached. Meeting adjourned.

**Next Regular Meeting - Wednesday, October 30, 2019 at 5 PM**

X



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Paul LaManes  
General Manager/Secretary

**MINUTES AS RECORDED**

**MINUTES OF THE MEETING OF October 2, 2019  
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran **at 6:30 p.m.**, in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

**MEMBERS PRESENT:** Duran  
Flachsmann  
Nevin  
Olsen  
Szymczuk  
Trupiano  
Wienclaw

**MEMBERS ABSENT:** DiSanto, Gillon

**ALSO PRESENT:** Peggy Green, Secretary

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A motion was made by Member Szymczuk, supported by Member Trupiano to approve the minutes of the August 7, 2019, meeting.

Yes: Duran, Flachsmann, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon

Motion passed

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**Appeal #3307 – GRANTED**

Napier's Home Improvement, 19287 Allen Road Brownstown (appellant) and Robert Henney, 881 – 6<sup>th</sup> Street, Wyandotte (owner)

for a variance **to obtain a building permit for awnings at 881 – 6<sup>th</sup> Street**, Lot 2 esc S 9.18' thereof also S 18.16' of Lot 3, Ann Sub., in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

**Section 2100:**

Requires the maximum lot coverage in a RA district shall not exceed 35%.

Existing field conditions exceed the maximum lot coverage (1506 square feet) by 42% or 334 square feet.

The additional proposed awnings would exceed the maximum lot coverage by 47% or 543 square feet.

**Proposed awnings will not be detrimental to the development of adjacent buildings or uses, and will not impair the purpose of the ordinance as written.**

Motion was made by Member Trupiano, Supported by Member Flachsmann to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon

Motion passed

**Appeal #3308 – GRANTED**

Kelly Sharpy, 21440 West River Road, Grosse Ile (owner & appellant)

for a variance **to obtain a Certificate of Occupancy to provide no off street parking at 2720/2722 – 2<sup>nd</sup> Street**, S 60' of Lot 7, Block 83, in a RM-1 zoning district, where the proposed conflicts with Section 2403.R.1.A of the Wyandotte Zoning Ordinance.

**Section 2403.R.1.A :**

A minimum of one (1) parking space is required for each dwelling unit.

The homeowner was cited to provide one (1) additional parking space for the dwelling unit at the rear of the existing beauty salon and is requesting a variance to not provide one (1) additional parking space.

**Proposed parking requirements will not hinder or discourage the appropriate development or use of adjacent land and buildings, or impair the intent of the ordinance. (Appeal # and date of variance to be stated on Certificate of Occupancy).**

Motion was made by Member Flachsmann, Supported by Member Wienclaw to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon

Motion passed

**Appeal #3309 – GRANTED**

Michael Calvin, 1721 – 11<sup>th</sup> Street, Wyandotte (owner & appellant)

for a variance **to obtain a Certificate of Occupancy for front yard parking at 1721 – 11<sup>th</sup> Street**, N ½ of Lot 267, also Lots 268 and 269, G.F. Bennett's Blvd. Park Sub., in a RA zoning district, where the proposed conflicts with Section 2403.C of the Wyandotte Zoning Ordinance.

**Section 2403.C:**

Off street parking spaces may be located within a rear or sideyard. Off street parking shall not be permitted within a required front yard.

Note: Driveway extension past front of house was removed during permitted waterproofing of basement. Driveway extension was not replaced, thereby creating front yard parking.

**Proposed front yard driveway will not hinder or discourage the appropriate development or use of adjacent land and buildings, will not impede flow of pedestrian or vehicular traffic, or impair the intent of the ordinance.**

Motion was made by Member Trupiano, Supported by Member Nevin to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon

Motion passed

**Appeal #3310 – GRANTED**

Tradekey Homes Inc., 19250 Allen Road, Brownstown (owner & appellant)

for a variance **to obtain a Certificate of Occupancy to provide no off street parking at 3950 – 6<sup>th</sup> Street, N 35' of S 70' of Lots 11, 12, 13, 14 Garfield Place Sub., Block 7, in a RA zoning district, where the proposed conflicts with Section 2403.R.1.A of the Wyandotte Zoning Ordinance.**

**Section 2403.R.1.A :**

A minimum of one (1) parking space is required for a single family dwelling.

Owner of property is requesting a variance from this requirement

**Proposed parking requirements will not hinder or discourage the appropriate development or use of adjacent land and buildings, or impair the intent of the ordinance.**

Motion was made by Member Flachsmann, Supported by Member Olsen to grant this appeal.

Yes: Duran, Flachsmann, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Gillon

Motion passed

**OTHER BUSINESS:**

A motion was made by Member Olsen, supported by Member Flachsmann, to place all communications on file. Motion passed.

There being no further business to discuss, the meeting adjourned at 7:40 p.m. **The next scheduled meeting of the Board will be held on November 6, 2019.**

  
Peggy Green, Secretary

**Appeal #3307**

Chairperson Duran read the appeal and asked that it be explained.

Michael Napier and Daniel Napier, appellant, present.

Daniel explained that they installed an aluminum awning to cover the rear patio, and with the other awnings that were installed, the lot coverage was exceeded.

Member Szymczuk asked if the awning was already built. Daniel replied yes.

Member Olsen asked if they knew that a permit was needed. Daniel replied that he had explained everything that was being done to the inspector, they applied for a permit and waited three weeks, then received a notice that it had not been approved, and they do realize that it is their fault.

Member Flachsmann asked if the Board does not approve this appeal, will they take the awning down. Daniel replied yes, and will refund the customer, and repair any damage that might have been done.

There was discussion between Member Flachsmann and Daniel regarding the inspector.

Daniel again stated that he did apply for the permit first, then later received notice that it was not approved.

Member Nevin asked Daniel if they were doing all the work at the house. Daniel replied no, other contractors were there too. Member Nevin commented that the house looks very nice.

Two (2) communications received in favor of this appeal.  
Communication received from DTE.

**Appeal #3308**

Chairperson Duran read the appeal and asked that it be explained.

Kelly Sharpy, owner, present.

Ms. Sharpy explained that she owns Studio 416 for 28 years and has been at this location for 22 years. The house next door burned down, and she was able to purchase the property from the City and she wanted it for a yard. Mr. Sharpy continued that it was never mentioned about having to install parking, or she never would have bought the lot. Ms. Sharpy added that she has been using a spot next to the dumpster at St. Pat's for parking during snow emergency (letter received). Ms. Sharpy continued that there has never been a problem with parking in the area.

Member Flachsmann commented that it was very nice of St. Pat's Church to offer the parking during snow emergencies.



Mr. Sharpy stated again that when she purchased the property, it was never mentioned about the parking. Member Flachsmann commented that parking is a separate issue from purchasing the property.

Member Olsen commented that it is a small lot.

Jim Skolasinski, 219 Superior, present.

Mr. Skolasinski stated that he has lived in his house for 44 years and he opposes the parking pad. There is parking available on the street, and added that the property is very nice.

Terry Skolasinski, 219 Superior, present.

Ms. Skolasinski stated that he supports the appeal and is thrilled to see that Ms. Sharpy was able to purchase the property and wants to see her keep the yard.

Communication received from DTE.

Communication from St. Vincent Pallotti Parish

### **Appeal #3309**

Chairperson Duran read the appeal and asked that it be explained.

Michael Calvin owner and Pat Amos (nephew) to represent him, present.

Mr. Calvin explained that he had just had hip surgery and could not speak at the microphone and authorized his nephew to represent him.

Mr. Amos explained that a section of 20' of the house had been waterproofed, and after it was rebuilt, they were told that it was approved, so seed was put down. Then the inspector came back and stated that a variance would be required where the driveway had been removed and not replaced. Mr. Amos continued that there is a 32x36 pad in back, and a driveway in the front.

Chairperson Duran asked how many cars were at this residence. Mr. Amos replied one.

Member Flachsmann asked how far from the parking pad to the door. Mr. Calvin replied about 100'. Member Flachsmann asked how far from the parking now to the front door. Mr. Amos replied about 10'. Mr. Calvin added that he has lived there since 1988 and has never parked by the house, acorns and ice fall from the trees and he parks in the back.

Communication received from DTE.

### **Appeal #3310**

Chairperson Duran read the appeal and asked that it be explained.

Carla Morris, Tradekey Homes, present.

Ms. Morris explained the options that were presented to her, and decided to ask for a variance to not provide a parking pad and added that this is a dead end street and parking is not a problem.

Chairperson Duran asked how many cars the tenant has. Ms. Morris replied there is one tenant, with one vehicle.

Member Nevin asked about the other rental violations. Ms. Morris stated that they have all been repaired and the driveway is the only remaining violation. Member Nevin commented that it does not make sense to install a parking pad at this location.

Member Flachsmann commented that he looked at the property, this is at a dead end street, there is no traffic, and he does see a legal space for the parking spot or a reason.

Member Olsen stated that he agrees with Member Flachsmann.

Stephanie Miello, 3936 – 6<sup>th</sup> Street, present.

Ms. Miello stated that she recommends that the Board deny this appeal, that precedence has been set for a reason. There is frequent rental turnover, and the property is crowded during Lent at the restaurant. Ms. Miello continued that investments in property could lead to longer tenants and she would like to see more parking on premises.

One communication was received in favor of this appeal.  
Communication received from DTE.



2 of 11  
RECEIVED  
9-26-19

Sept. 25, 2019

From David L. Buchko

895 6th Street

In response to Appeal #3307 (attached)

I have no objection to variance being granted.

The awning doesn't interfere with sight lines or  
any adjacent property.

I urge you to approve the variance.

David L. Buchko  
Rhylis L. Buchko  
895 6TH

**Peggy Green**

---

**From:** Peggy Green  
**Sent:** Wednesday, October 02, 2019 12:06 PM  
**To:** 'David Wright'  
**Subject:** RE: Appeal #3307 Neighbor Support

8 OF 11

Received.  
Thank you.

Peggy Green  
Engineering and Building Department  
City of Wyandotte  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192  
734-324-4551 Ext. 2053

Together, we can ensure  
that our community receives the  
resources it needs.



Learn more at [2020census.gov](https://2020census.gov).

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**From:** David Wright [<mailto:davidwright79@msn.com>]  
**Sent:** Wednesday, October 02, 2019 11:17 AM  
**To:** [Engineering1@wyan.org](mailto:Engineering1@wyan.org)  
**Subject:** RE: Appeal #3307 Neighbor Support

Hello,

My name is David T. Wright from 889 6<sup>th</sup> Street in Wyandotte.

I fully support the Appeal #3307 in favor of granting the variance needed for the awning.

As the neighbor closest to the property and with a full view of the awning I find no objections to it whatsoever.

The structure is pleasing to the eye and does not interfere with my views or affect me in any detrimental way.

It actually enhances the property and adds functionality to the yard.

Please grant this variance.

Sincerely,  
David Thomas Wright  
889 6th Street  
Wyandotte MI, 48192  
(734)748-6547

Sent from [Mail](#) for Windows 10



ST. VINCENT PALLOTTI  
Parish



9 OF 11

#3308

July 28, 2019

City of Wyandotte

To Whom It Concerns:

Kelly Sharpy, owner of Studio 416 Salon located on 2nd Street in Wyandotte, has been using the spot next to the dumpster on our property (St Patrick Church) for parking during snow emergencies. Ms Sharpy has just purchased the lot next to her business but would still like to use the same spot for snow emergencies, and she has our permission to do so.

Should you need further information, please do not hesitate to contact me in the parish office.

Very Sincerely,

  
Fr. Brendan McCarrick, S.A.C.

Associate Pastor of St Vincent Pallotti Parish,

Wyandotte, MI

(734) 285-9840 ext 103

I am unable to attend the hearing on wednesday,  
October 2, 2019 at 6:30 pm which is my reason for writing.

In response to appeal #3310:

100F11

I Michael LaFever am the homeowner that lives directly next to the home located at 3950 6th Street. I received the notice for the appeal and would like to state that I would not like the home next to mine (3950 6th Street) to have a driveway. There is not an appropriate spot on the property for a driveway to be placed.

Additionally, there is ample parking already because the home is located on a deadend and is also located next to Grove Street where there is also a lot of on street parking available. For these reasons I do not think the owner should be required to install a driveway and I do not think there would be an appropriate location for one on the property.

For reference my address is 3942 6th Street and I hope my opinion is considered ~~important~~ when making the final decision.

✓ RECEIVED  
9-23-19





Peggy Green

From: Michael C Harrison [mailto:michael.c.harrison@dteenergy.com]  
Sent: Tuesday, October 01, 2019 8:10 AM  
To: Peggy Green  
Subject: RE: Appeal #3307

11 of 11

Yes

From: Peggy Green <pgreen@wyandottemi.gov>  
Sent: Tuesday, October 01, 2019 7:14 AM  
To: Michael C Harrison <michael.c.harrison@dteenergy.com>  
Subject: [EXTERNAL] RE: Appeal #3307

Are you stating not involved in all 4 appeals since they are all attached?  
Also, 19287 Allen Road is not in Wyandotte.  
Thank you,  
Peg

Peggy Green  
Engineering and Building Department  
City of Wyandotte  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192  
734-324-4551 Ext. 2053

Together, we can ensure  
that our community receives the  
resources it needs.



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From: Michael C Harrison [mailto:michael.c.harrison@dteenergy.com]  
Sent: Monday, September 30, 2019 12:28 PM  
To: Engineering1@wyandotte.org  
Subject: Appeal #3307

City of Wyandotte  
Zoning Board of Appeals  
3200 Biddle Ave., Suite 200  
Wyandotte, MI 48192

Appeal #3307

Re: Notice of public hearing:  
Variance to obtain building permits for awnings, 19287 Allen Rd. & 881 6<sup>th</sup> St, Wyandotte, MI.

The proposed change in property referred to would affect our services as follows:

☒ Not Involved

☐ Involved: but asking you to hold action on this petition until further notice.

☐ Involved: but no objections to the property change -- provided an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.

☐ Involved: the nature of our services, and the estimated costs of abandonment and/or rerouting of all such gas mains and/or services must be determined.

Please abide by Public Act 174. Three (3) working days before you dig call MISS DIG at:  
1-800-482-7171 or 811

Sincerely,

*Michael C. Harrison*

Michael C. Harrison

Drafter Max / SE Region

# 3307

# 3308

# 3309

# 3310