



# **AGENDA**

REGULAR SESSION

MONDAY, JULY 26, 2021 7:00 PM

PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA

CHAIRPERSON OF THE EVENING: THE HONORABLE ROSEMARY SHURYAN

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

**ROLL CALL** Alderman, Calvin, Crayne, Hanna, Shuryan, Stec

## **PRESENTATIONS**

## **PRESENTATION OF PETITIONS**

## **PUBLIC HEARINGS**

## **UNFINISHED BUSINESS**

## **CALL TO THE PUBLIC**

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

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

1. Approval of City Council Minutes 06.21.2021 & 07.12.2021
2. Various Services performed by the City of Wyandotte
3. Wayne County Tax Foreclosed Properties
4. Request to Use 3131 Biddle Avenue - Wyandotte Jaycees

## **NEW BUSINESS**

5. VFW Post #1136 - National Purple Heart Day Ceremony
6. Citizen Communication - Edcliff Court Repairs
7. Citizen Communication - Marshall St. Paving
8. Reappointment to Retirement Commission - R. Szczechowski
9. 2021 Poverty Tax Relief Guidelines - Amendment
10. 3131 Biddle Avenue Purchase Agreement: Former City Hall Redevelopment
11. Hiring - Contractor Employee Code Compliance Official
12. Sale of Former 616 Orange
13. Neighborhood Enterprises Zone (NEZ) Application - Former 616 Orange now known as 620 Orange
14. Final Reading #1516: Determining the Salary for the City Engineer

## **BILLS & ACCOUNTS**

## **REPORTS & MINUTES**

DDA Meeting Minutes 6/8/2021

Planning Commission 06/17/2021

Planning Commission 05/20/2021

Retirement Commission 03/19/2021

Retirement Commission 04/16/2021

Retirement Commission 07/16/2021

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

**NEXT MEETING OF THE CITY COUNCIL:** AUGUST 9, 2021

## **ADJOURNMENT**

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

A Regular Session of the Wyandotte City Council was held in Council Chambers and via Virtual Telecommunication methods, due to COVID-19 in accordance with Wayne County Local Public Health Department Emergency Epidemic Order and PA228 of 2020, using the Zoom Audio platform, on Monday, June 21, 2021, and was called to order at 7:00pm with Honorable Mayor Robert A. DeSana presiding.

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

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Present: Robert A. DeSana, Councilpersons Robert Alderman, Christopher Calvin, Kaylyn Crayne, Rosemary Shuryan, Kelly Stec

ABSENT: Councilperson Todd Hanna; City Treasurer, Todd Browning

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

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**PRESENTATIONS**

**PRESENTATION OF PETITIONS**

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**2021-183 RESPONSE TO COMMUNICATION FROM MR. STEINKE – 1571 15<sup>TH</sup>**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY COUNCIL that Council receives and places on file the communication from the City Engineer regarding 1571 Oak Street, and further,

Council denies the request from the property owner to grind the sidewalks identified as requiring replacement on the Certificate of Compliance inspection report dated October 16, 2019, and that the property owner shall obtain an approved final inspection in order to receive a Certificate of Compliance in accordance with Chapter 31.1 of the Wyandotte Code of Ordinances.

Motion unanimously carried.

**CALL TO THE PUBLIC**

**CONSENT AGENDA**

**2021-184 MINUTES**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED that the minutes of the meetings held under the date of May 24 & June 7, 2021, be approved as recorded, without objection.

Motion unanimously carried.

**2021-185 VARIOUS WYANDOTTE STREET ART FAIR 2021 CONTRACTS**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the Special Events Coordinator in the following resolution:

A resolution to APPROVE the contracts below:

Bounce Contract: AirBourne Bouncers - The city to receive \$3,000 in revenue.

Tent Rental Agreement: AirBourne Bouncers - \$765.00 to be paid from 285-225-925-860 WSAF Expense Account

WSAF T-Shirt Agreement - NA

RHS Parking Agreement - The city to receive \$1,000 in revenue.

Wyandotte Boat Club Parking Agreement- The city to receive \$500 in revenue.

Any contractor will sign hold harmless agreements as well as add the city of Wyandotte and the Wyandotte street art fair as additional insured to their insurance policies when needed. All documents will be gathered by the Special Events Coordinator and submitted to the Clerk's Office for filing. Motion unanimously carried.

### **2021-186 WSAF 2021 ENTERTAINMENT AGREEMENT – JOHN DAVIS**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the Special Events Coordinator in the following resolution:

A resolution to APPROVE the entertainment contracts for the below for the 2021 Wyandotte Street Art Fair as outlined in the provided communication, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

### **2021-187 WSAF 2021 PARKING LOT AGREEMENT**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and the Wyandotte Music Boosters for the 2021 Wyandotte Street Art Fair. The group will sign a hold harmless agreement for the city of Wyandotte prior to the event.

Motion unanimously carried.

### **2021-188 RHS DOWNRIVER FANFARE**

By Councilperson Crayne, supported by Councilperson Alderman

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 event held October 5th 2021.

- Close all roads on the East side of RHS as designated areas for Marching Band Transit and student pre-show warm up. This would include 5th Street from Eureka - Maple; 6th Street from the RHS Alley to Maple, and Maple Street West of 5th Street.

- Allow use the the YACK ARENA Parking Lot for Bus Parking and a rehearsal location for the ALMA COLLEGE MARCHING BAND

- Closure of the right lane of Eureka Rd from 4th Street and West to the RHS Parking Lot (This will also need to include Police presence and support)

- Advertisement/ Communication and Support of all Road Closures prior to and the day of the Event.

- The City of Wyandotte to sponsor this event by: advertising it on city calendar, Yack Arena Sign.

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement by the School District representative. It is also requested that there be access for emergency vehicles available on the above listed streets and alleys.

Motion unanimously carried.

### **2021-189 RHS MARCHING BAND DONATION DAY**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks and property, for the event July 16th 2021 with the recommendation the individuals sign a hold harmless agreement.

They are requesting the use of the below streets to be utilized:

RHS Music Department Tag Day

July 16th 2021

9 am to 10 pm

Adult supervision will be provided along Biddle Avenue as well as adults at the intersection of Biddle Avenue and Eureka Road.

Motion unanimously carried.

#### **2021-190 WYANDOTTE FAMILY CHURCH BASH AT BISHOP 2021**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of City property for the Wyandotte Family Church Picnic July 11th 2021 with recommendation they sign a hold harmless agreement created by the Legal Department and add the city of Wyandotte to their insurance policy.

Bash at Bishop – July 11 2021

Property Use: Bishop Park and Pavilion Area

Use Time: 7 am – 2 pm

Estimated number of attendees: 200 - 250

Water hook-up next to the pavilion and electrical hook up are requested.

Motion unanimously carried.

#### **2021-191 WYANDOTTE BOAT CLUB BLITZEN THE DOTTE 5K 2021**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks and property, as requested by the Wyandotte Boat Club, for the Blitzen the Dotte 5K event to be held on November 20, 2021, provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement to be prepared by the Department of Legal Affairs.

Motion unanimously carried.

#### **2021-192 OUTDOOR CAFÉ AT 3203 BIDDLE – SWEET ARRANGEMENTS**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY MAYOR AND CITY COUNCIL that Council has reviewed the request from the Property Owner and Tenant of 3203 Biddle Avenue for an outdoor café in the Sycamore and Biddle Avenue Street right of way; AND

FURTHER RESOLVED, that Council approves the outdoor café as proposed and authorizes the Mayor and City Clerk to sign the Grant of License Agreement as presented to Council.

Motion unanimously carried.

#### **2021-193 OUTDOOR CAFÉ AT 3144 BIDDLE – FRANK'S PIZZA**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY MAYOR AND COUNCIL that Council has reviewed the request from the Property Owner and Tenant of 3144 Biddle Avenue for an outdoor café in the public area south of the building at 3144 Biddle Avenue; AND

FURTHER RESOLVED that Council approves the outdoor café as proposed and authorizes the Mayor and City Clerk to sign the Grant of License Agreement as presented to Council.

Motion unanimously carried.

#### **NEW BUSINESS**

##### **2021-194 COMMUNICATION: PARKING LOT #1 – KATHERINE CHAMBERS**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that the communication from Ms. Chambers regarding the use of Parking Lot #1 is hereby received and placed on file.

Motion unanimously carried.

##### **2021-195 COMMUNICATION: FOP 111 PROPERTY TAX ABATEMENT REQUEST**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that the communication from Mr. Nickolas Darin, attorney for FOP 111, regarding

property tax abatement for the property at 822 Oak Street is hereby referred to the City Administrator and City Attorney for review and report back at the meeting to be held on July 12, 2021.  
Motion unanimously carried.

#### **2021-196 RE-APPOINTMENT OF CITY ENGINEER – G. MAYHEW**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that the City Council hereby CONCURS in the recommendation of Mayor Robert DeSana as set forth in his communication dated June 22, 2021, to re-appoint Gregory J. Mayhew as the City Engineer;

AND BE IT FURTHER RESOLVED that the Council recognizes and APPROVES the Employment Agreement commencing on April 19, 2021 through April 15, 2023;

AND BE IT FURTHER RESOLVED, Council authorizes the Mayor and City Clerk to sign said agreement.

AND FURTHER that the City Attorney be directed to prepare the appropriate ordinance.

Motion unanimously carried.

#### **2021-197 RE-APPOINTMENTS TO ZONING BOARD OF APPEALS**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that the City Council hereby CONCURS with Mayor Robert DeSana's recommendation in the following re-appointments to the Zoning Board of Appeals, terms to expire May 2024:

Barbara A. Duran

Keith Trupiano

Ted Wienclaw

Motion unanimously carried.

#### **2021-198 BUDGET HEARING – 2021 TAX RATE TO SUPPORT FY22 OPERATIONS**

By Councilperson Crayne, supported by Councilperson Alderman

WHEREAS the City Administrator has filed a copy of the communication relative to the 2022 Fiscal Year Operating Budget and Corresponding Operating Tax Millage Rate;

NOW, THEREFORE, BE IT RESOLVED that this Council shall hold a Budget Meeting, in accordance with Public Act 40 of 1995, in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on July 12, 2021, at 7:00 pm

BE IT FURTHER resolved that the City Council will act on the 2021 operating millage rate pursuant to Public Act 75 of 1991, at the July 12, 2021, Council meeting after the closure of the required Budget Hearing.

Motion unanimously carried.

#### **2021-199 SEWAGE RATE – EFFECTIVE 7/1/2021**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY CITY COUNCIL that the Council concurs in the recommendation of the City Administrator that a sewage rate increase be implemented for July 1, 2021, and that the Department of Municipal Service is directed to increase the billing for sewage disposal charges to \$3,798.00 per million gallons of water consumed. This will provide the City with the necessary funds for the following purposes:

- ☐ To pay the City of Wyandotte's share of operation and maintenance of the sewage disposal system
- ☐ To pay the County of Wayne's sewage charges on a monthly basis
- ☐ To pay for the replacement of equipment of the sewage disposal system
- ☐ To cover the loss of revenue due to the difference between the City's master meter and customer's meters
- ☐ To pay for debt service

The moneys collected, except for the collection costs of \$50.50 per million gallons of water consumed which will be retained by the Municipal Service Commission, shall be placed in the appropriate fund to

be used for the above stated purposes and any balance that may accrue shall be retained therein to provide for emergencies, contingencies, and extraordinary events.

IT IS FURTHER RESOLVED that in accordance with Ordinance 802 Article III, Section Five, all customers of the City of Wyandotte's Wastewater System shall receive annual notification and breakdown of the new sewage rate and the Municipal Service Department is hereby directed to print said sewage rate breakdown on all water bills on an annual basis.

IT IS FURTHER RESOLVED that the Department of Legal Affairs be directed to prepare the necessary Ordinance Amendment.

Motion unanimously carried.

### **2021-200 FIRST & FINAL READING: ORDINANCE #1515 – SEWAGE DISPOSAL CHARGES**

By Councilperson Crayne, supported by Councilperson Alderman

#### **AN ORDINANCE ENTITLED**

**“AN ORDINANCE TO AMEND SUBPARAGRAPH (a) OF SECTION 38.1-18  
ENTITLED “SEWAGE DISPOSAL CHARGES” OF THE  
CODE OF ORDINANCES OF THE CITY OF WYANDOTTE”**

**THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Subparagraph (a) of Section 38.1-18 Entitled “Sewage Disposal Charges” is hereby amended as follows:

(a)Generally. Effective as of July 1, 2021 the department of municipal service of the city is directed to increase the billing for sewage disposal charges to Three Thousand Seven Hundred Ninety-Eight (\$3,798.00) dollars per one million (1,000,000) gallons of water consumed. This will provide the city with funds for the following purposes: To pay charges for the city's share of the operation and maintenance of the sewage disposal system (including debt service and replacement); to pay for meter loss; to pay for maintaining and operating the city sewers, which are a part of the sewage disposal system; to pay for collection costs. The monies collected, except for collection costs of fifty dollars and fifty cents (\$50.50) per million gallons of water consumed, which shall be retained by the municipal service commission, shall be placed in an appropriate fund to be used for the above-stated purposes and any balance that may accrue shall be retained therein to provide for emergencies and contingencies.

Section 2. Severability.

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

Section 3. Effective Date.

This ordinance shall take July 1, 2021. This ordinance is deemed necessary for the immediate preservation of the public peace, property, health, safety and for providing for the usual daily operation of the City Engineers Office and Department of Municipal Services. This Ordinance or a summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. Any summary shall designate the location in the City where a true copy of the ordinance can be inspected or obtained.

Motion unanimously carried.

### **2021-201 WYANDOTTE INDUSTRIES SCULPTURES**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED, that Mayor and City Council hereby concur with the recommendations of the DDA Director to install the proposed Wyandotte Industries Sculpture, and BE IT FURTHER RESOLVED that the DDA Director is hereby authorized to coordinate the final aspects of site preparation, design and installation of the new Downtown Sculpture.

Motion unanimously carried.

### **2021-202 WSAF 2021 SOCIAL DISTRICT OPERATIONS**

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that the Mayor and City Council hereby concur with the recommendations of the DDA Director and the Wyandotte Chief of Police, and BE IT FURTHER RESOLVED that the Mayor and City Council hereby;

(1) Revoke Resolution 2021-124, rescinding the Moratorium on the Wyandotte Social District during the Wyandotte Street Art Fair from 11:00 AM, Monday, July 5th, 2021 through 8:00 PM on Saturday, July 10th, 2021;

(2) Grant an extension of the hours of operation of the Wyandotte Social District during the Wyandotte Street Art Fair from 8:00 PM to 11:00 PM from Wednesday July 7th through Saturday, July 10th, 2021; and

(3) Authorize the Chief of Police to amend the hours of operation for the Wyandotte Social District during the Wyandotte Street Art Fair.

Motion unanimously carried.

### **2021-203 SALE OF FORMER 2494 10<sup>TH</sup> ST.**

By Councilperson Crayne, supported by Councilperson Alderman

Council concurs with the recommendation of the City Engineer regarding the sale of 25 feet of the former 2494 10th Street Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Cheryl Minnick to acquire the twenty-five (25) feet of the former 2494 10th Street for the amount of \$1,250.00; AND

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

Motion unanimously carried.

### **2021-204 JANITORIAL CLEANING SERVICES @ CITY HALL & POLICE/COURT**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED that Council agrees with the recommendation of the City Engineer and approves the contract extensions with Veteran's Cleaning for cleaning services at the Police and Court in the amount of \$11,232.50 from account 101-301-825-420 and at City Hall in the amount of \$14,190.50 from account 530-444-825-215.

Motion unanimously carried.

### **2021-205 FINAL READING #1511: PROHIBITED CONDUCT ON SCHOOL PROPERTY**

By Councilperson Crayne, supported by Councilperson Alderman

#### **AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF**

#### **THE CITY OF WYANDOTTE BY AMENDING**

#### **SEC. 25-76.3 "PROHIBITED CONDUCT ON SCHOOL PROPERTY"**

The City of Wyandotte ordains:

Section 1. Amendment of Sec. 25-76.3 "Prohibited Conduct on School Property" to read as follows:

Sec. 25-76.3. Prohibited conduct on school property or during school function(s).

(a) It shall be unlawful for any person to act in a violent, quarrelsome, loud, disorderly or destructive manner while on any school property within the City of Wyandotte.

(b) It shall be unlawful for any person to commit any act that disturbs, or annoys others, including but not limited to any vulgar language, profanity, verbal harassment, or threatening behavior, or any act tending to cause a breach of the peace while on any school property within the City of Wyandotte.

(c) It shall be unlawful for any person by any act, non-performance, or encouragement of behavior that contributes to the delinquency of a person under the age of twenty (20) on any school property within the City of Wyandotte.

(d) It shall be unlawful for any student to violate any school rule, policy, or procedure on school property within the City of Wyandotte or during any school function(s).

(e) The superintendent of schools, the designated school/truant officer or law enforcement official may issue a citation to any person who violates subsection (a), (b), (c) or (d) on school grounds or during school function(s).

(f) Any person who violates this ordinance under the age of eighteen (18) shall be responsible for a municipal civil infraction subject to a fine not to exceed four hundred dollars (\$400.00) together with court costs and/or community service. In addition, he/she must be accompanied to any district court hearing(s) on said charge by their legal parent or guardian or may pay four hundred dollars (\$400.00) in fines and costs (prior to the court hearing) at the district court without a hearing.

(g) Any person over the age of seventeen (17) who violates this ordinance shall be responsible for a municipal civil infraction subject to a fine not to exceed five hundred dollars (\$500.00) together with court costs and/or community service or may pay five hundred dollars (\$500.00) in fines and costs (prior to the court hearing) to the district court without a court appearance.

#### Section 2. Severability.

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

#### Section 3. Effective Date.

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

Motion unanimously carried.

### **2021-206 FINAL READING #1512: RESTRICTIONS FOR E-CIGARETTE USE OR POSSESSION**

By Councilperson Crayne, supported by Councilperson Alderman

#### **AN ORDINANCE ENTITLED**

#### **AN ORDINANCE TO AMEND SEC. 25-21.1**

#### **“RESTRICTIONS FOR E-CIGARETTE (OR SIMILAR ITEMS)**

#### **USE OR POSSESSION IN SCHOOLS AND BY MINORS”**

#### **BY AMENDING SUBPARAGRAPH (d)**

#### **THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Amendment of Subparagraph (d) of Sec. 25-21.1 to read as follows:

Sec. 25-21.1(d) Any person charged with violating this section under the age of eighteen (18) shall be accompanied to any district court hearing(s) on said charges by their legal parent or legal guardian or may pay one hundred dollars (\$100.00) First Offense, two hundred dollars (\$200.00) Second Offense or three hundred dollars (\$300.00) Third Offense in fines and costs (prior to the court hearing) at the district court without a hearing.

#### Section 2. Severability.

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

#### Section 3. Effective Date.

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

Motion unanimously carried.

### **2021-207 FINAL READING #1513: SCHOOL TRUANCY PROHIBITED**

By Councilperson Crayne, supported by Councilperson Alderman

#### **AN ORDINANCE ENTITLED**

#### **AN ORDINANCE TO AMEND SEC. 25-10.2**

#### **“SCHOOL TRUANCY PROHIBITED”**

#### **BY AMENDING SUBPARAGRAPHS (a) AND (b)**

**THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Amendment of Subparagraph (a) of Sec. 25-10.2 to read as follows:

Sec. 25-10.2(a) Except otherwise provided in subsection (c) below, it shall be unlawful for any person under the age of nineteen (19) years of age to be absent from school or to have excessive tardies during regularly scheduled school hours in the city of Wyandotte.

Section 2. Amendment of Subparagraph (b) of Sec. 25-10.2 to read as follows:

Sec. 25-10.2(b) A person who violates subsection (a) shall be liable for a municipal civil infraction, punishable by a fine of not more than three hundred dollars (\$300.00). Any person who violates subsection (a) under the age of eighteen (18) years of age shall be accompanied by a legal parent or legal guardian to any court hearing or pay three hundred dollars (\$300.00) in full to the district court without a hearing.

Section 3. Severability.

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

Section 4. Effective Date.

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

Motion unanimously carried.

**2021-208 FINAL READING #1514: MANDATORY SCHOOL ATTENDANCE & ED. NEGLECT**

By Councilperson Crayne, supported by Councilperson Alderman

**AN ORDINANCE ENTITLED****AN ORDINANCE TO AMEND SEC. 25-10.1****“MANDATORY SCHOOL ATTENDANCE AND  
EDUCATIONAL NEGLECT” BY AMENDING  
SUBPARAGRAPHS (f) AND (g)****THE CITY OF WYANDOTTE ORDAINS:**

Section 1. Amendment of Subparagraph (f) of Sec. 25-10.1 to read as follows:

Sec. 25-10.1(f) All school personnel, principals, assistant principals, administrators, and teachers shall give assistance and furnish information to aid the superintendent of schools in the city of Wyandotte or his/her designee in the performance of their official duties under this section.

Section 2. Amendment of Subparagraph (g) of Sec. 25-10.1 to read as follows:

Sec. 25-10.1(g) A parent or guardian who fails to comply with any provision of this section is responsible for a municipal civil infraction punishable by a fine not to exceed three hundred dollars (\$300.00) together with court costs or may pay three hundred dollars (\$300.00) in fines and costs to the district court without a court hearing. Any parent or guardian who is found to have failed to comply with any provisions of this section on more than one (1) occasion is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) and/or imprisonment not to exceed ninety (90) days, together with court costs.

Section 3. Severability.

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

Section 4. Effective Date.

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

Motion unanimously carried.

**2021-209 BILLS & ACCOUNTS**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$1,891,721.06 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**REPORTS & MINUTES**

Cultural & Historical Commission 5/13/2021

Fire Commission 5/11/2021

Planning Commission 4/15/2021

Police Commission 6/8/2021

TIFA/BRDA Minutes 6/21/2021

**REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS****ADJOURNMENT****2021-210 ADJOURNMENT**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:28 p.m.

Motion unanimously carried.

  
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Lawrence S. Stec, City Clerk

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

A Regular Session of the Wyandotte City Council was held in Council Chambers and via Virtual Telecommunication methods, due to COVID-19 in accordance with Wayne County Local Public Health Department Emergency Epidemic Order and PA228 of 2020, using the Zoom Audio platform, on Monday, July 12, 2021, and was called to order at 7:00pm with Honorable Mayor Robert A. DeSana presiding.

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

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Present: Robert A. DeSana, Councilpersons Robert Alderman, Christopher Calvin, Kaylyn Crayne, Todd Hanna, Rosemary Shuryan, Kelly Stec

ABSENT: City Assessor, Theodore Galeski

Also, Present: Todd Browning, City Treasurer; William Look, City Attorney; Greg Mayhew, City Engineer; and Beth Lekity, Deputy City Clerk

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**PRESENTATIONS**

**PRESENTATION OF PETITIONS**

**PUBLIC HEARINGS**

- Tax Rate Budget Hearing – 2021 City Tax Rates to Support FY22 Operations
  - Opened at 7:01pm, Closed at 7:03pm
  - *No comments, written or verbal*

**UNFINISHED BUSINESS**

**2021-211 FOP 111 TAX ABATEMENT REQUEST**

By Councilperson Hanna, supported by Councilperson Stec

Resolved that the communication from the City Attorney and City Administrator is hereby received and placed on file and a copy forwarded to the claimant.

Motion unanimously carried.

**CALL TO THE PUBLIC**

**CONSENT AGENDA**

**2021-212 THE SENIOR ALLIANCE 2022 AIP FOR AGING SERVICES**

By Councilperson Hanna, supported by Councilperson Stec

WHEREAS, the City of Wyandotte, Wayne County, Michigan recognizes the role of The Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring, and managing a comprehensive organized service delivery system of services for older adults and caregivers; and

WHEREAS, the 34 communities of Southern and Western Wayne County, including the City of Wyandotte comprises the Planning and Service Area to the agency's governing body; and

WHEREAS, the Aging and Adult Services Agency require local Area Agencies on Aging to request approvals of their Annual Implementation Plan from their local governments; and

WHEREAS, The Senior Alliance has submitted the plan to this honorable body in accordance with federal and state laws; and

WHEREAS, The Senior Alliance has held a public hearing for client, caregiver, and service provider population feedback which contributed to the development of the Annual Implementation Plan for Fiscal Year (FY) 2022.

NOW, THEREFORE, BE IT RESOLVED, that this honorable body of Wyandotte approves the Annual Implementation Plan for Fiscal Year (FY) 2022, as presented to the City.

Motion unanimously carried.

**NEW BUSINESS****2021-213 CITIZEN COMMUNICATION – P. CHOINSKI, FENCING**

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED that the Council is in receipt of the communication from Patrick Choinski regarding a fence encroachment into a public alley right of way.

BE IT FURTHER RESOLVED that the Council refers the matter of fence encroachments in the alley right of way between 19<sup>th</sup> St. and 20<sup>th</sup> St., from Cedar to Walnut, to the City Engineer to prepare a grant of license and hold harmless agreements for the fence encroachments at 2230, 2240, and 2250 19<sup>th</sup> St. Motion unanimously carried.

**2021-214 CITIZEN COMMUNICATION – REQUEST TO MOVE TREE, 1424 11TH**

By Councilperson Hanna, supported by Councilperson Stec

**OPTION 1:**

WHEREAS, Steve and Dawn Abdo of 1424 11th have requested that the city tree abutting their property be removed; and

WHEREAS, the tree was inspected by the City and does not meet the criteria for removal; and

WHEREAS, Mr. & Mrs. Abdo are requesting that City Council grant approval to remove the healthy tree.

BE IT RESOLVED that City Council hereby grants permission for Steve and Dawn Abdo to remove the city tree abutting 1424 11th St.; and

BE IT FURTHER RESOLVED that the homeowner be subject to the following:

1. Planting replacement trees from the City's list of approved trees and at locations approved by the City. The replacement trees shall be a minimum of 2.5-inch diameter at breast height, and the sum of the replacement trees diameter at breast height shall equal the diameter at breast height of the tree being removed. The cost of planting replacement trees shall be borne by the property owner authorized to remove a tree. The authorized property owner shall provide a one (1) year warranty for the replacement trees.

2. Once the new trees are planted, the authorized property owner shall obtain a tree cutting permit from the Department of Engineering and Building. Approval of the permit will require the execution of a Hold Harmless Agreement. The removal of the tree shall be by the abutting property owner at their expense. The tree shall be removed in accordance with the City of Wyandotte Tree Cutting and Stump Removal Specifications.

**OPTION 2:**

WHEREAS, Steve and Dawn Abdo of 1424 11th have requested that the city tree abutting their property be removed; and

WHEREAS, the tree was inspected and found to not meet the criteria for removal; and

WHEREAS, Mr. & Mrs. Abdo are requesting that City Council grant approval to remove the healthy tree.

BE IT RESOLVED that City Council concurs with the recommendation of the City Engineer and Tree Supervisor and the request to remove the healthy tree at 1424 11th is hereby denied.

Motion unanimously carried.

**2021-215 APPOINTMENT TO PLANNING COMMISSION – D. SCHULTZ**

By Councilperson Hanna, supported by Councilperson Stec

WHEREAS, Kelly Stec has served on the Planning Commission but was required to resign due to being elected to City Council; and

WHEREAS, a vacancy now occurs on the Planning Commission;

BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of Mayor DeSana to appoint Donald Schultz of 534 Vinewood, Wyandotte, MI 48192 to the Planning Commission to fill the unexpired term of Kelly Stec. Term to expire April 2023.

Motion carried.

YEAS: Councilpersons Alderman, Calvin, Hanna, Stec, Shuryan

NAYS: Councilperson Crayne

**2021-216 FIRST READING #1516: CITY ENGINEER SALARY**

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED that a first reading of Ordinance be held on July 12, 2021 to set the salary for the City Engineer.

Motion unanimously carried.

**2021-217 WFD PROBATIONARY FF HIRING – K. DEMETER**

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the recommendation of the Wyandotte Police and Fire Commission and the Fire Chief to extend an offer of employment to Kaitlyn Demeter of Flat Rock, MI for the position of Probationary Fire Fighter with the Wyandotte Fire Department effective July 19th, 2021 pending successful acquisition of her Paramedic license from the State of Michigan. Starting salary for this candidate will be \$44,474.98 annually. Per the Memorandum of Understanding in the Collective Bargaining Agreement between the Union and the City this candidate has been offered \$5000 in tuition reimbursement during her first year of employment as a condition of acceptance of the offer of employment.

Motion unanimously carried.

**2021-218 2021 CITY TAX RATES TO SUPPORT FY22 OPERATIONS**

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED BY CITY COUNCIL that

WHEREAS, this City Council of the City of Wyandotte has been advised by the City Assessor that the 2021 State Taxable Valuation for property located within the City of Wyandotte is \$589,801,979 as compared to \$573,625,787 State Taxable Valuation for the 2020 tax year plus 2021 additions;

NOW, THEREFORE, BE IT RESOLVED THAT the City Administrator has recommended that the Wyandotte City Tax Rate for the Fiscal Year Ending September 30, 2022, shall be set at \$14.7109 operating, \$2.4564 refuse collection and disposal, \$2.4564 debt service (to include \$187,278 related to the renovation of the Yack Arena, \$292,922 related to the construction of a new Police/District Court facility, \$83,975 for purchase of snow plowing vehicles and equipment, \$300,000 for the renovation of the Central Fire Station, \$60,000 for the purchase of new ambulances, and \$106,874 for the purchase of new police vehicles), and \$3.1263 for the operation and maintenance of Drain #5 for a total tax levy of \$22.7500 per thousand dollars assessed valuation of the State Taxable Value; and

BE IT RESOLVED by the City Council that the communication from the City Administrator submitting the proposed tax rates for the 2022 Fiscal Year is hereby received and made part of the hearing file scheduled for tonight's meeting.

Motion unanimously carried.

**2021-219 MORATORIUM – MEDICAL MARIJUANA CERTS OF OCCUPANCY**

By Councilperson Hanna, supported by Councilperson Stec

WHEREAS the Michigan Supreme Court has ruled that cities may regulate in what locations marijuana may be cultivated under the Michigan Medical Marihuana Act (MMMA), and

WHEREAS the cultivation of marijuana can be intensive involving grow lights, ventilation systems, high demand equipment and may impact energy, nuisance and safety concerns of the city.

NOW THEREFORE, the City of Wyandotte hereby declares a moratorium on the issuance of a Certificate of Occupancy for the cultivation of marijuana until further notice for the purpose of having this matter addressed by city staff and the Planning Commission and ultimate report back to the City Council.

Motion unanimously carried.

### **2021-220 APPROVAL OF SCADA SOFTWARE/FIRMWARE UPGRADE**

By Councilperson Hanna, supported by Councilperson Stec

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

A resolution authorizing the purchase of a PME SCADA upgrade and rack server along with waiver of the competitive bidding requirement due to the unique nature of the equipment, in the amount of \$29,978.65, from Schneider Electric, as recommended by WMS management.

Motion unanimously carried.

### **2021-221 BID AWARD #4799: WMS CABLE FTTH PROJECT - LABOR**

By Councilperson Hanna, supported by Councilperson Stec

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

RESOLUTION AUTHORIZING THE GENERAL MANAGER to award and execute a contract agreement with Lecom Utility Contractors, the lowest qualified bidder for the Wyandotte Cable Fiber Drop Installation Labor for FTTH Project Bid #4799 in the amount of: \$1,641,167.20, as recommended by WMS Management.

Motion unanimously carried.

### **2021-222 SALE OF FORMER 856 LINDBERGH**

By Councilperson Hanna, supported by Councilperson Stec

Council concurs with the recommendation of the City Engineer regarding the sale the former 856 Lindbergh Street Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Erin Sinclair to acquire the former 856 Lindbergh for the amount of \$1,500.00; AND

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

Motion unanimously carried.

### **2021-223 SALE OF FORMER 1093-1099 8<sup>TH</sup> ST.**

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 1093-1099 8th Street 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 1093-1099 8th Street to Mr. and Mrs. Fraley in the amount of \$10,000.00; AND BE IT FURTHER RESOLVED that if the Purchaser(s), Mr. and Mrs. Fraley does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1093-1099 8th Street, between Mr. and Mrs. Fraley and the City of Wyandotte for \$10,000 as presented to Council AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Release of Purchase Agreement between the City and Mr. and Mrs. Fraley.

Motion unanimously carried.

### **2021-224 EMERGENCY REPLACEMENT—GOLF COURSE IRRIGATION CONTROLLER**

By Councilperson Hanna, supported by Councilperson Stec

Resolved by the Mayor and City Council that the emergency replacement request submitted by the Recreation Superintendent be approved in the amount of \$11,931.83 from Pro Pump and Controls.

Motion unanimously carried.

**2021-225 BILLS & ACCOUNTS**

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED that the total bills and accounts of \$1,628,091.80 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**REPORTS & MINUTES**


Beautification Commission	06/09/2021
DDA Meeting Minutes	05/11/2021
Recreation Commission Minutes	06/09/2021
Retirement Commission	06/18/2021
WMS Commission	06/16/2021 & 06/30/2021

**REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS****ADJOURNMENT****2021-226 ADJOURNMENT**

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:48 p.m.

Motion unanimously carried.

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

**RESOLUTION**

Item Number: #1  
Date: July 26, 2021

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

RESOLVED that the minutes of the meetings held under the dates of June 21 & July 12, 2021, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

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

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

YEAS	COUNCIL	NAYS
_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>Crayne</b>	_____
_____	<b>Hanna</b>	_____
_____	<b>Shuryan</b>	_____
_____	<b>Stec</b>	_____

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 2**

**ITEM: Various Services performed by the City of Wyandotte**

**PRESENTER:** Todd Drysdale, City Administrator

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Attached is a list of services performed by the Department of Public Service that have not been paid. In accordance with Section 222 of the City Charter, said charges should be placed as a special assessment against property.

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

**ACTION REQUESTED:** Approve said charges to be placed as a special assessment against properties on the 2021 Summer Tax Roll.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:** The City Treasurer to spread said charges on the 2021 Summer Tax Roll.

**LIST OF ATTACHMENTS:**

1. Special Assessment Roll for 2021 Summer Tax Roll

**RESOLUTION**

Item Number: #2  
Date: July 26, 2021

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

RESOLVED by City Council that Council hereby concurs in the recommendation of the City Administrator in his communication regarding the list of various services performed by the Department of Public Service; AND

BE IT FURTHER RESOLVED that Council directs the City Treasurer to spread said charges on the 2021 Summer Tax Roll.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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

**Alderman  
Calvin  
Crayne  
Hanna  
Shuryan  
Stec**

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

07/08/2021  
01:32 PM

Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES

Page: 1/19  
DB: Wyandotte

Live Run					
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 001 04 0018 000	GARCEAU, JOSEE	OUT	149.02	0.00	149.02
57 003 01 0234 303	RISK, EDA	OUT	158.89	0.00	158.89
57 004 10 0058 000	ARGO REALTY CO PROFIT SHARING TRUST	OUT	111.62	0.00	111.62
57 004 23 0006 002	FINNIGAN, TIM	OUT	887.67	0.00	887.67
57 004 23 0041 002	SATTERLEY, ROBERT	OUT	66.52	0.00	66.52
57 006 03 0350 002	HODSON, WILLIAM	OUT	162.72	0.00	162.72
57 006 08 0219 000	DOYLE PROPERTIES INC	OUT	127.53	0.00	127.53
57 007 08 0062 000	TURGEON, AMBER	OUT	573.84	0.00	573.84
57 013 21 0006 000	PASEK, THOMAS	OUT	66.03	0.00	66.03
57 014 23 0003 000	GAZDOWICZ, CHRISTOPHER	OUT	89.62	0.00	89.62
57 016 02 0295 002	SZYMBORSKI, JENNIFER	OUT	65.68	0.00	65.68
57 018 01 0134 002	DAVIS, CURTIS	OUT	66.68	0.00	66.68
57 018 01 0578 002	ZIEMER, SARAH	OUT	50.00	0.00	50.00
57 018 02 0651 002	CALDWELL, BRENDAN	OUT	98.04	0.00	98.04
57 019 10 0018 002	SCALLIAN, JON/GRACE	OUT	62.11	0.00	62.11
57 019 13 0073 000	BAIN, KYLE	OUT	112.81	0.00	112.81
57 019 15 0003 000	RUSSO, MICHAEL JOSEPH	OUT	50.00	0.00	50.00
----->	Totals	OUT	2,898.78		
----->	Grand Total		2,898.78		

07/08/2021  
01:51 PM

Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES

Page: 1/19  
DB: Wyandotte

Live Run

Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 011 10 0003 001	DALY, JOSEPH S.	DUMP	11.00	0.00	11.00
57 011 10 0008 001	HUNT BROTHERS REALTY LLC	DUMP	11.00	0.00	11.00
----->	Totals	DUMP	22.00		
----->	Grand Total		22.00		

07/08/2021  
10:06 AM

Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES

Page: 1/21  
DB: Wyandotte

Live Run					
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 001 04 0068 000	SECRETARY OF VETERANS AFFAIRS	GRASS	200.00	0.00	200.00
57 001 07 0086 000	DEBORAH PEABODY	GRASS	200.00	0.00	200.00
57 003 02 0030 000	SALLIOTTE, RAYMOND H III	GRASS	200.00	0.00	200.00
57 003 07 0147 001	BURNS, WILLIAM	GRASS	200.00	0.00	200.00
57 003 08 0167 000	KOWALSKI, DAVID	GRASS	200.00	0.00	200.00
57 003 08 0205 000	RATLIFF, RICHARD/MARY	GRASS	200.00	0.00	200.00
57 003 08 0549 000	1522 INVESTMENT LLC	GRASS	200.00	0.00	200.00
57 004 10 0058 000	ARGO REALTY CO PROFIT SHARING TRUST	GRASS	400.00	0.00	400.00
57 004 23 0006 002	FINNIGAN, TIM	GRASS	200.00	0.00	200.00
57 004 23 0038 000	BURNS, JOHN/WILMA	GRASS	400.00	0.00	400.00
57 004 23 0111 002	WELLS FARGO BANK	GRASS	400.00	0.00	400.00
57 004 30 0008 000	BUSH, JANET MARY	GRASS	200.00	0.00	200.00
57 005 07 0068 000	SFR3 LLC	GRASS	200.00	0.00	200.00
57 006 01 0006 301	JP MORGAN CHASE BANK	GRASS	400.00	0.00	400.00
57 006 02 0062 000	PAWLOWSKI, WALTER H.	GRASS	200.00	0.00	200.00
57 010 24 0004 000	BROCK, JAMES	GRASS	200.00	0.00	200.00
57 012 12 0033 000	JUSTICE, JIMMY	GRASS	200.00	0.00	200.00
57 014 02 0011 002	MARIAVITE OLD CATHOLIC CH	GRASS	200.00	0.00	200.00
57 014 02 0011 303	JERRELL, RICHARD	GRASS	200.00	0.00	200.00
57 014 23 0003 000	GAZDOWICZ, CHRISTOPHER	GRASS	200.00	0.00	200.00
57 016 02 0380 000	OKONSKI, ZACHARY	GRASS	200.00	0.00	200.00
57 016 04 0674 002	HOME VENTURES ENTERPRISES LLC	GRASS	200.00	0.00	200.00
57 017 05 0438 001	KODIAK PROPERTIES INC.	GRASS	200.00	0.00	200.00

07/08/2021  
10:06 AM

Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES

Page: 2/21  
DB: Wyandotte

Live Run					
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 017 16 0270 000	JANES, CARIE	GRASS	200.00	0.00	200.00
57 018 01 0409 002	ELESSER, RENEE	GRASS	200.00	0.00	200.00
57 018 02 0797 002	SULLIVAN, JOHN A.	GRASS	200.00	0.00	200.00
57 018 02 0817 000	H & H RESIDENTIAL LLC	GRASS	400.00	0.00	400.00
57 018 02 0993 002	SEVEN INTERNATIONAL LLC	GRASS	200.00	0.00	200.00
57 018 09 0055 000	JWV PROPERTY INVESTMENTS LLC	GRASS	400.00	0.00	400.00
57 019 15 0036 000	LABATE, NICHOLAS	GRASS	400.00	0.00	400.00
----->	Totals GRASS		7,400.00		
----->	Grand Total		7,400.00		

07/08/2021  
01:45 PM

Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES

Page: 1/18  
DB: Wyandotte

Live Run

Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 015 25 0010 000	MOONEY REAL ESTATE HOLDINGS	TOTER	132.00	0.00	132.00
----->	Totals	TOTER	132.00		
----->	Grand Total		132.00		

CITY OF WYANDOTTE  
Department of Public Service  
4201 13<sup>th</sup>  
Wyandotte, MI 48192  
734.324.4580

~~Lat~~ Four  
1182

REQUEST FOR TOTER RENTAL-2 YEAR AGREEMENT



Check here if this is a transfer of ownership of property-NO DELIVERY REQUIRED

Toter Location: 911 9th \*

Requestor: Richard Ginez

Address: 911 9th

No where to  
be found in  
Neighborhood  
6-9-21-OLR

Phone No:

Toter Rental Information:

\*\*Customers renting toters must pay for a 2 year subscription in full. NO EXCEPTIONS

\*\*If toter is damaged, lost, or stolen, please contact the Department of Public Service at 734.324.4587.

Size

Cost

57-005-01-0068-002

96 Gallon Toter

\$60.00

Number of Toters: 1

Total Cost: \$ 0

\*\*At the end of the initial 24 month rental period, a \$2.50 per month per toter rental fee will be added to your utility invoice. If you desire to discontinue this service, you must return the toter(s).

The undersigned understands the toter is being rented and must be returned at the end of the initial rental period or any extended monthly rental periods. If the toter is not returned, then by signing below you authorize the City of Wyandotte to assess the cost of said toter against your property.

Owner/Authorized Agent Signature: \_\_\_\_\_

Comments:

FOR OFFICE USE ONLY

Receipt# \_\_\_\_\_

Date Paid: 6/11/19

Date Delivered on: \_\_\_\_\_

Delivered by: \_\_\_\_\_

Serial #: \_\_\_\_\_

CITY OF WYANDOTTE  
Department of Public Service  
4201 13<sup>th</sup>  
Wyandotte, MI 48192  
734.324.4590 or 734.324.4581

Receipt # 156474

**REQUEST FOR TOTER RENTAL-2 YEAR AGREEMENT**

☐ Check here if this is a Renewal of previous Rental Agreement

Toter Location: 3227 4th \*

Requestor: Lawrence Belli

Address: 3227 4th  
Wyandotte, MI 48192

Phone No: \_\_\_\_\_

**Toter Rental Information:**

**\*\*Customers renting toters must pay for a 2 year subscription in full. NO EXCEPTIONS**

<u>Size</u>	<u>Cost</u>	<u>Serial Number</u>
96 Gallon Toter	\$48.00	_____
(\$2.00 per month for 24 months= \$48.00)		_____
Number of Toters: <u>1</u>	Total Cost: \$ <u>48.00</u>	_____

**\*\*If toter is damaged, lost or stolen please contact the Department of Public Service at 734.324.4590**

The undersigned understands the toter is being rented and must be returned at the end of the rental period. If the toter is not returned, then by signing below you authorize the City of Wyandotte to assess the cost of said toter against your property.

Owner/Authorized Agent Signature: \_\_\_\_\_

Lawrence Belli

57-015-30-0001-002

Comments: \_\_\_\_\_

Truck pick up on Tuesday

**FOR OFFICE USE ONLY**

Receipt # 156474

Date Paid: 5-30-14

Date Delivered on: 6-2-14

Delivered by: Tim Churn

Serial #: 0514802489

cc: Customer  
DPS (734) 324-4590

8/9/2013  
C:\LRD\Toter Request

NO Toter @ House  
called owner NO  
Answer DER 6-22-21

CITY OF WYANDOTTE  
Department of Public Service  
4201 13<sup>th</sup>  
Wyandotte, MI 48192  
734.324.4590 or 734.324.4581

**REQUEST FOR TOTER RENTAL-2 YEAR AGREEMENT**

☐ Check here if this is a Renewal of previous Rental Agreement

Toter Location: 3590 22nd

Requestor: Michael Prichard

Address: 1214 OAK

Can not  
Find DLR  
6-22-21

Phone No: \_\_\_\_\_

**Toter Rental Information:**

**\*\*Customers renting toters must pay for a 2 year subscription in full. NO EXCEPTIONS**

<u>Size</u>	<u>Cost</u>	<u>Serial Number</u>
96 Gallon Toter (\$2.00 per month for 24 months= \$48.00)	\$48.00	<u>0314817893</u>
Number of Toters: <u>1</u>	Total Cost: \$	<u>48.00</u>

**\*\*If toter is damaged, lost or stolen please contact the Department of Public Service at 734.324.4590**

The undersigned understands the toter is being rented and must be returned at the end of the rental period. If the toter is not returned, then by signing below you authorize the City of Wyandotte to assess the cost of said toter against your property.

Owner/Authorized Agent Signature: Michael Prichard

Comments: \_\_\_\_\_

57-014-22-0009-000

**FOR OFFICE USE ONLY**

Receipt #: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Date Delivered on: 03/07/14 Delivered by: JS

Serial #: \_\_\_\_\_ JH

Customer:  
BPS 734.324.4590

4/9/2013  
T.L.R.D Toter Request

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 3**

**ITEM: Wayne County Tax Foreclosed Properties**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City has been notified by Wayne County Treasurer that five (5) parcels are available for the City to purchase under the First Right of Refusal (see attached list). All these properties are vacant lots.

In the best interest of the City, I recommend that the City acquire all the properties for the amount of \$25,409.66.

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

**ACTION REQUESTED:** Approve the acquisition of all the Tax Foreclosed Properties from Wayne County First Right of Refusal.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account No. 492-200-850-519  
TIFA Acquisition Funds

**IMPLEMENTATION PLAN:** Inform Wayne County of the City's desire to acquire the tax foreclosed properties.

**LIST OF ATTACHMENTS:**

1. 2021 First Right of Refusla Parcels and Maps

**RESOLUTION**

Item Number: #3  
Date: July 26, 2021

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

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the purchase of Wayne County Tax Reverted Properties for economic redevelopment; AND

BE IT FURTHER RESOLVED that Council approves the acquisition of the following properties from account no. 492-200-850-519:

57-004-10-0036-000 302 Goddard \$ 5,076.36  
57-007-10-0027-302 Vac 4th Street \$ 1,938.85  
57-014-01-0031-002 834 Superior \$ 3,824.00  
57-014-03-0055-303 Vac 9th Street \$ 1,397.730  
57-017-16-0270-000 1515 Sycamore \$13,172.72

I move the adoption of the foregoing resolution.

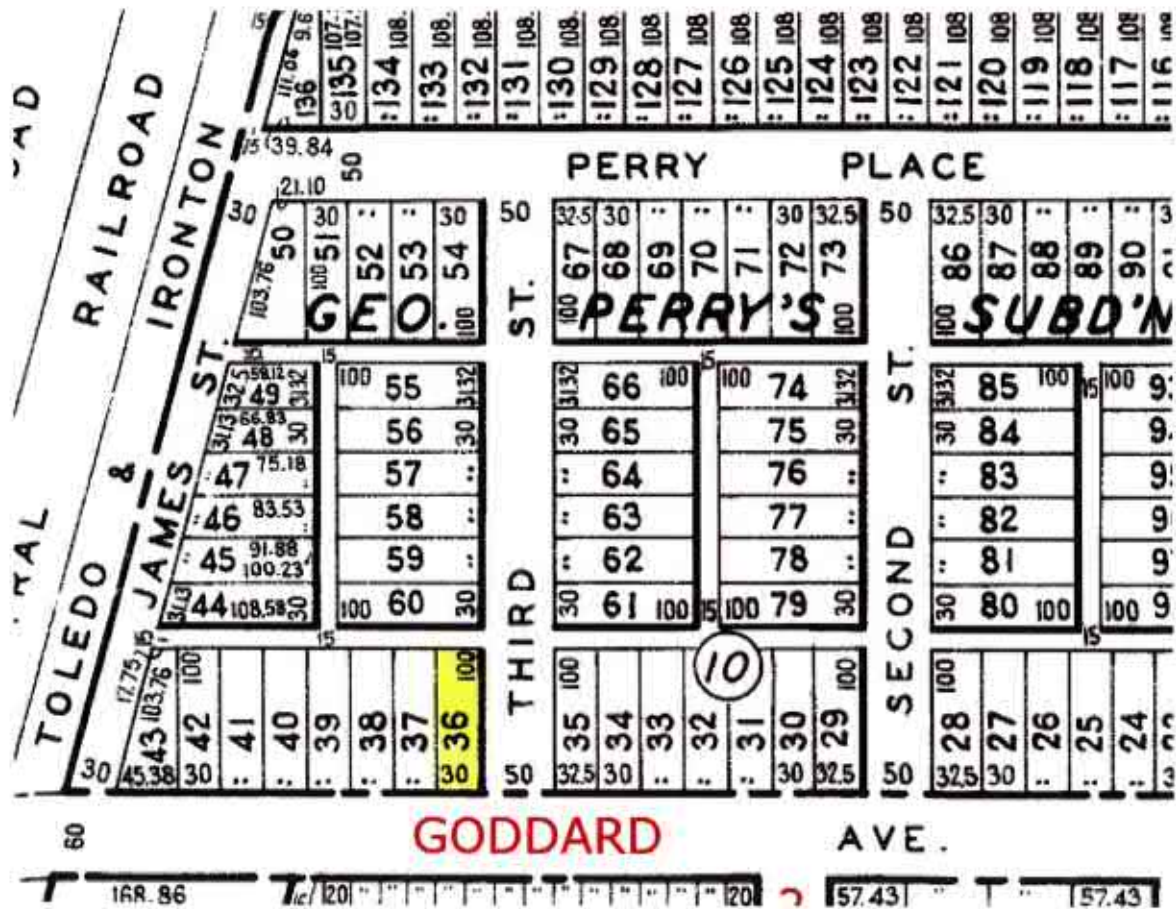
MOTION by Councilperson \_\_\_\_\_

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

<b><u>YEAS</u></b>	<b><u>COUNCIL</u></b>	<b><u>NAYS</u></b>
_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>Crayne</b>	_____
_____	<b>Hanna</b>	_____
_____	<b>Shuryan</b>	_____
_____	<b>Stec</b>	_____

# 2021 FIRST RIGHT OF REFUSAL PARCLES

TAX ID NO.	ADDRESS	FUTURE USE	OFFER PRICE
57-004-10-0036-000	Former 302 Goddard	Lot Size: 30' x 100'	\$ 5,076.36
		sell to adjacent property at 306 Goddard	
57-007-10-0027-302	Vac. 4th Street	Lot Size: 5' x 100'	\$ 1,938.85
		Sell to adjacent property 1827 4th Street	
57-014-01-0031-002	Former 834 Superior	Lot Size: 31.5' x 115'	\$ 3,824.00
		Split with adjacent properties	
57-014-03-0055-303	Former 2740 9th Street	Lot Size: 15' x 107'	\$ 1,397.73
		Sell to adjacent property at 2734 9th Street	
57-017-16-0270-000	Former 1515 Sycamore	Lot Size: 30' x 112'	\$ 13,172.72
		Sell to adjacent property at 1523 Sycamore	
		TOTAL	\$ 25,409.66

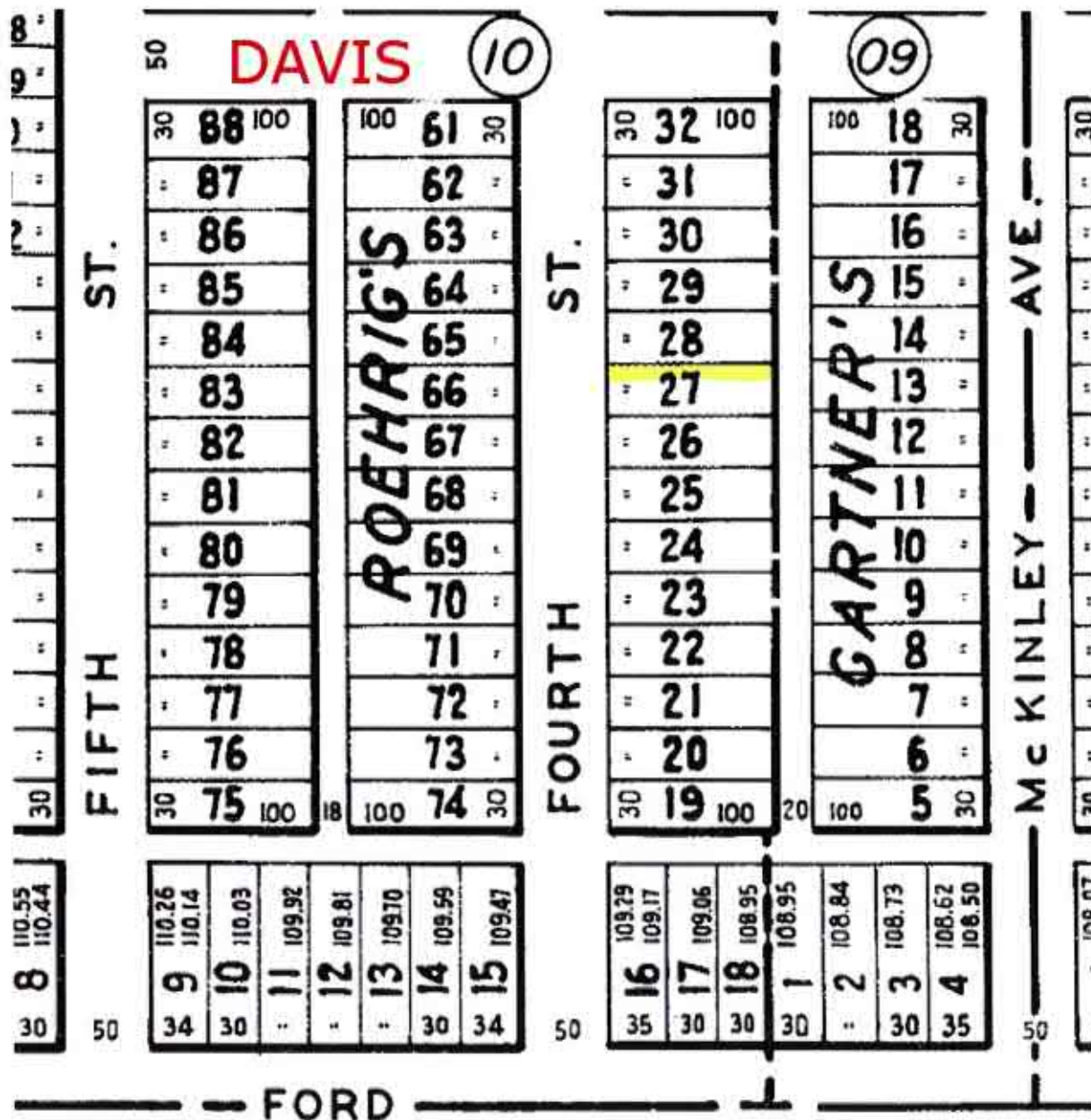


302 GODDARD - LOT 36 GEO PERRY'S SUB T3S R11E L25 P27 WCR

Lot Size: 30' x 100'

306 GODDARD - LOT 36 GEO PERRY'S SUB T3S R11E L25 P27 WCR

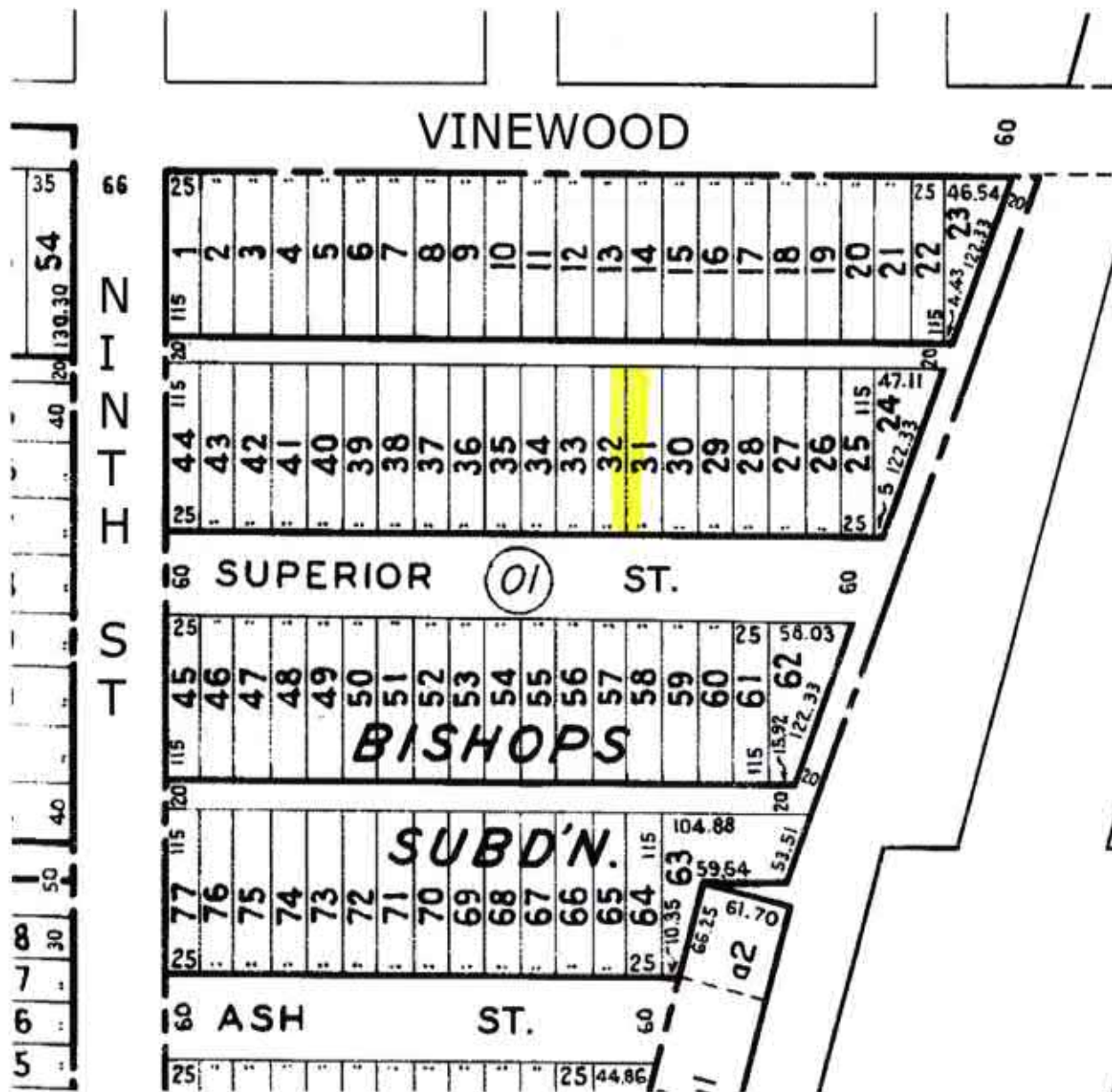
Lot Size: 30' x 100'



1839 4<sup>th</sup> - LOT 26 EXC S 5 FT THEREOF ALSO LOT 27 EXC N 5 FT THEREOF ROEHRIG'S SUB  
Lot Size: 50' x 100'

4<sup>th</sup> Street - N 5 FT LOT 27 ROEHRIG'S SUB T3S R11E L24 P23 WCR Lot Size: 5' x 100'

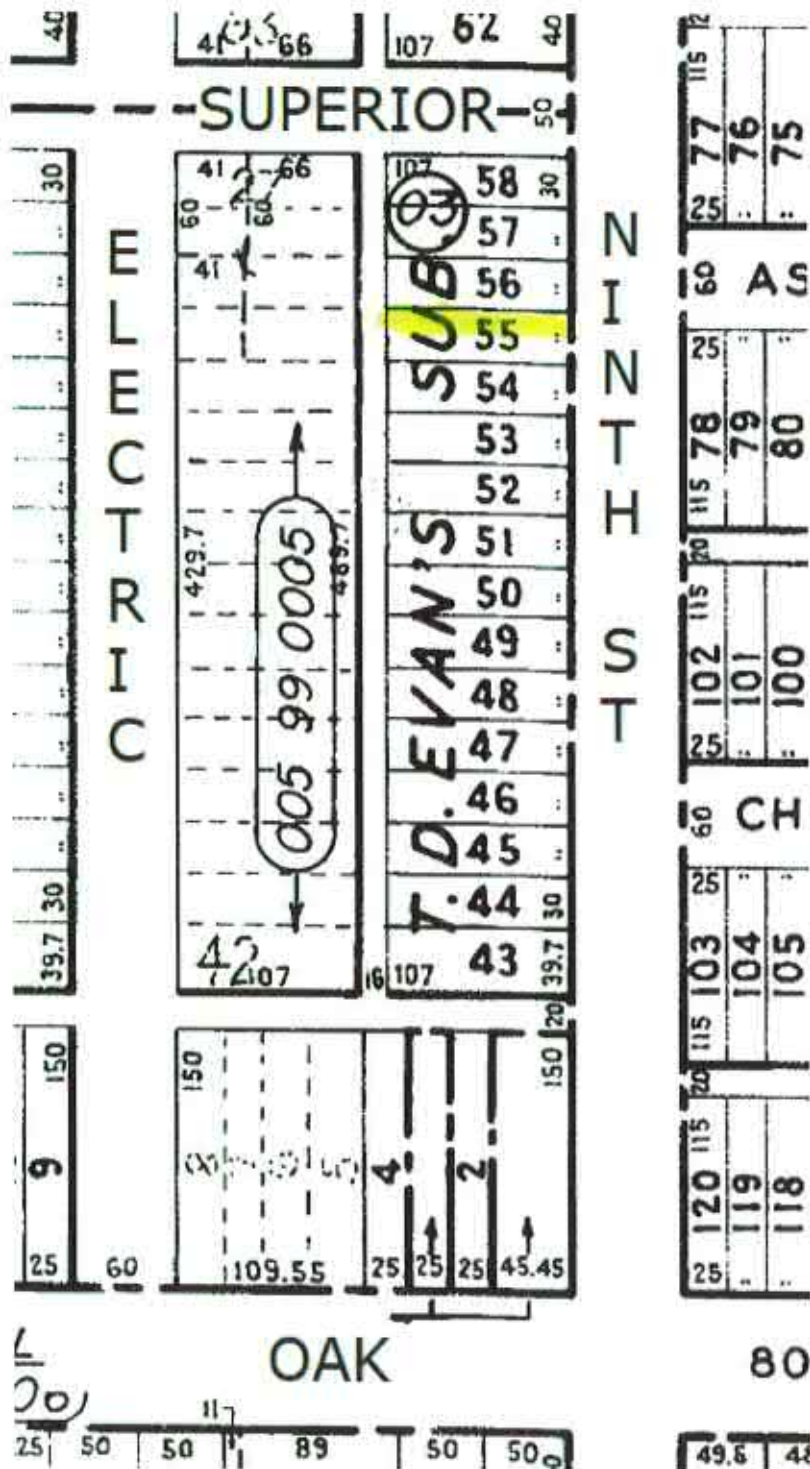
1827 4<sup>th</sup> - LOT 28 ROEHRIG'S SUB T3S R11E L24 P23 WCR Lot Size: 30' x 100'



828 SUPERIOR - W 20 FT OF LOT 30 ALSO E 10 FT OF LOT 31 BISHOPS SUB  
 Lot Size: 30' x 115'

834 SUPERIOR - W 15 FT OF LOT 31 ALSO E 16.50 FT OF LOT 32 BISHOPS SUB  
 Lot Size: 31.5' x 115' - vacant lot

840 SUPERIOR - W 8.50 FT OF LOT 32 ALSO E 23 FT OF LOT 33 BISHOPS SUB  
 Lot Size: 31.5' x 115'



9<sup>th</sup> Street - LOT 55 EXC THE N 15FT THEREOF T. D. EVANS SUB

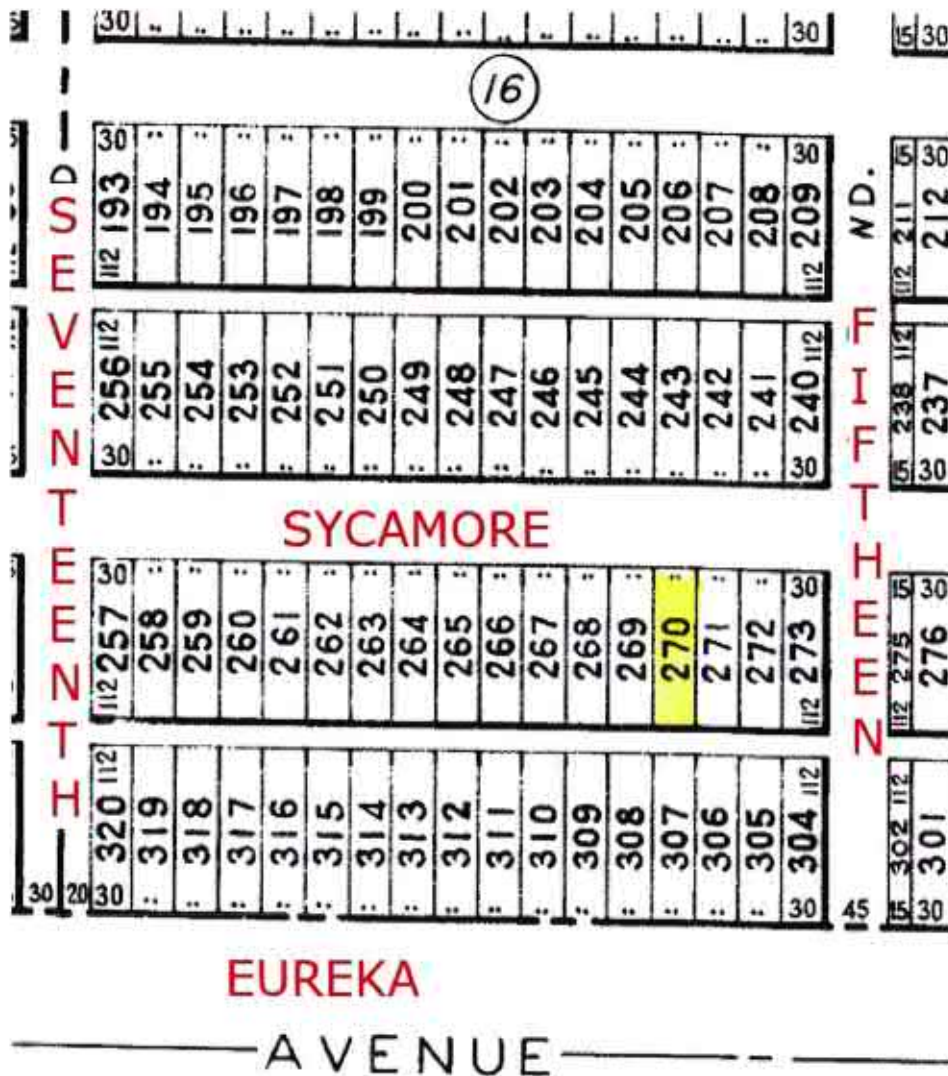
Lot Size: 15' x 107' Vacant Lot

2734 9<sup>th</sup> Street - N 15FT OF LOT 55 ALSO LOT 56 T. D. EVANS SUB

Lot Size: 55' x 107'

2724 9<sup>th</sup> Street - LOTS 57 AND 58 --- T. D. EVANS SUB

Lot Size: 60' x 107'



1507 SYCAMORE - LOTS 271 TO 273 INCL THE STEEL PLANT SUB  
 LOT SIZE: 90' X 112' 7 Unit Apartment Building

1515 SYCAMORE - LOT 270 THE STEEL PLANT SUB  
 LOT SIZE: 30' X 112'

1523 SYCAMORE - LOT 269 THE STEEL PLANT SUB T35 R11E L18 P53 WCR  
 LOT SIZE: 30' X 112'

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 4**

**ITEM: Request to Use 3131 Biddle Avenue - Wyandotte Jaycees**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City has approved the Jaycees to utilize the City owned building at 3131 Biddle Avenue for their annual haunted house fundraiser for the past seven (7) years. Attached for your considerations is a Permit to allow the Jaycees to continue the use of this building for their 2021 Fall Fundraising Project "Haunted House" thru November 2021.

If the City receives an offer on the property, the Jaycees will be required to remove their materials and structures immediately.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the committed to making our downtown a destination.

**ACTION REQUESTED: Approve the Wyandotte Jaycees to use the building at 3131 Biddle Avenue for their 2021 Fall Fundraising Project - Haunted House.**

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

**IMPLEMENTATION PLAN:** Authorize the Wyandotte Jaycees to utilize 3131 Biddle Avenue for their 2021 Fall Fundraising Project "Haunted House".

**LIST OF ATTACHMENTS:**

1. JAYCEES - agreement Council 2021

**RESOLUTION**

Item Number: #4  
Date: July 26, 2021

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

RESOLVED that Council authorizes the Wyandotte Jaycees to use the City Property at 3131 Biddle Avenue for their 2021 Haunted House thru November 30, 2021.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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PERMIT TO ALLOW WYANDOTTE JAYCEES  
TO USE THE BUILDING KNOWN AS 3131 BIDDLE AVENUE  
WYANDOTTE, MICHIGAN

This permit issued the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Wyandotte (hereinafter referred to as City) and the Wyandotte Jaycees (hereinafter referred to as Permittee),

WHEREAS, Permittee has requested the use of the property known as 3131 Biddle Avenue, in the City of Wyandotte between the period of July 26, 2021 and November 30, 2021 unless terminated earlier by the City in its own sole discretion, for the purpose of building and operating and storage of a "Haunted House" as their Fall Fund Raising Project, and

WHEREAS, the City of Wyandotte is the owner of said building,

NOW, THEREFORE, in the consideration of the aforesaid and of the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties, that the City grants permission to Permittee to use the property known as 3131 Biddle Avenue, Wyandotte subject to the following:

1. Permittee has provided a \$500.00 refundable cash bond to the City, which is to be used to insure proper restoration, repair and clean-up costs to the property should the property be damaged; and
2. Permittee agrees to indemnify and hold harmless the City and it's officers, agents and representatives for and from all claims, demands, suits, actions and judgments of every type and nature brought or recovered against the City for or on account of any personal injuries, including death, or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with Permittee's use of the property during the above stated period; and
3. Permittee shall furnish the City with a Certificate of Insurance before entering the properties which names the City of Wyandotte as an additional insured party and which insurance shall provide the following coverage:
  - a) One Million (\$1,000,000.00) Dollars for injuries including death, to any one person and at least One Million (\$1,000,000.00) Dollars for any one accident involving two or more persons, arising in whole or in part by reason or in any way connected with or resulting from the use of the foregoing described property of the City;

PERMIT TO ALLOW WYANDOTTE JAYCEES  
TO USE THE BUILDINGS KNOWN AS 3131 BIDDLE AVENUE  
WYANDOTTE, MICHIGAN

- b) One Million (\$1,000,000.00) Dollars property damage insurance;
- c) Said Certificate shall provide that the aforesaid insurance is in force and at least ten (10) days written notice will be given to the City by the insurance company of any cancellation of any policy required by this Permit.
4. Permittee agrees to comply with all the requirements of Section 411, Special Amusement Buildings and has read and understands the requirements.
5. Permittee is notified that no dumpster(s) or Semi-Trailers will be allowed on the street or in the City Parking Lot adjacent to building during any event approved by the City Council in the downtown. If dumpster(s) or semi-trailers are occupying these areas and are not removed the City will remove and the cost will be charged against cash bond held by City.
6. Permittee will not be allowed to paint on the exterior of property. Permittee shall remove any signs and/or banners when the "Haunted House" is closed.
7. Permittee will remove all materials from the building by November 30, 2021.

This Permit is revocable at will by the City, giving thirty (30) day notice to the Permittee of such revocation. If Permit is revoked, then Permittee shall remove immediately all furnishing and fixtures to the satisfaction of the City Engineer.

IN WITNESS WHEREOF, the Parties hereto have executed this Permit the day and year first above written.

WYANDOTTE JAYCEES

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

ITS: \_\_\_\_\_

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

ITS: \_\_\_\_\_

CITY OF WYANDOTTE

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

Robert A. DeSana

ITS: Mayor \_\_\_\_\_

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

Lawrence S. Stec

ITS: Clerk \_\_\_\_\_

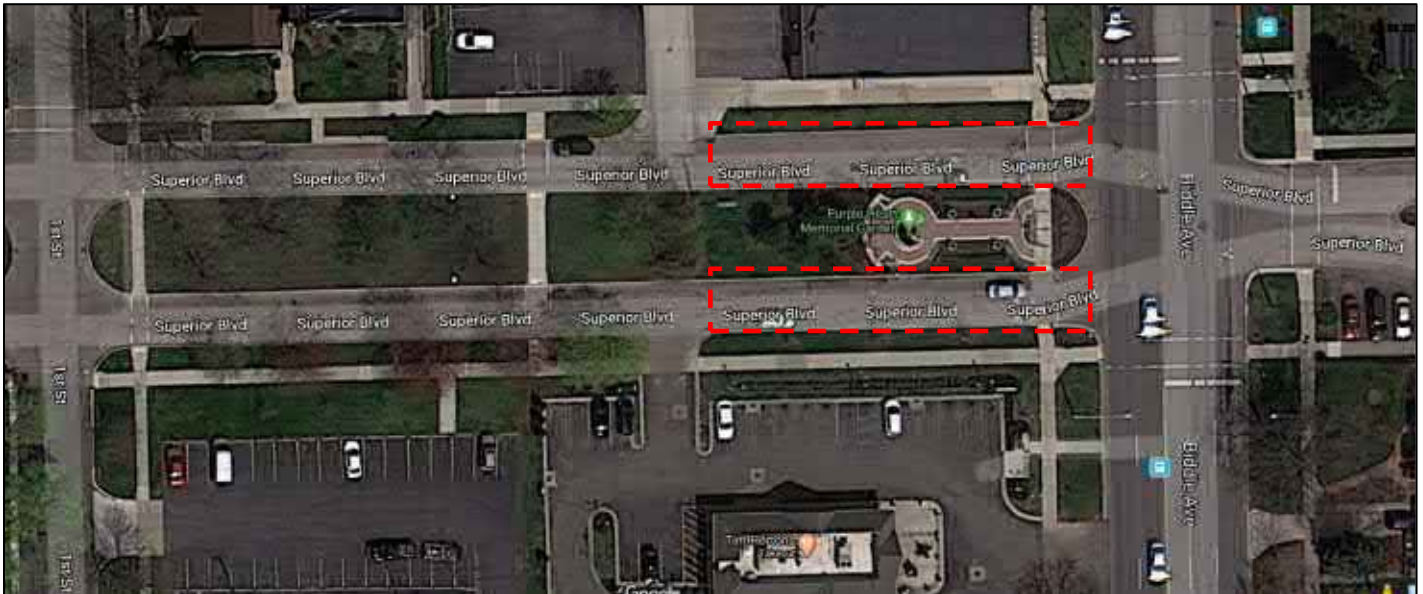


July 21st, 2021

Wyandotte City Council  
3200 Biddle Ave  
Wyandotte, Michigan 48192

Dear Wyandotte City Council,

The Wyandotte Veterans of Foreign Wars Post # 1136 would like to host a ceremony at the Purple Heart Memorial Garden located at the corner of Superior and Biddle in honor of National Purple Heart Day. The ceremony would take place on August 7<sup>th</sup>, 2021 at 10 am and should only last about 30 minutes. We would like permission to close Superior Blvd to traffic in the red areas below (Biddle to 1<sup>st</sup> St) for people to gather during the ceremony at the appropriate 6 foot social distance. This will not impact any of the local businesses. The Wyandotte City Council is invited to our event and is able to speak as well if anyone from the council chooses to. Please let me know if we are approved to hold this event or if you have any additional questions



Thank you for supporting your Veterans of Foreign Wars.

God Bless America,

Aaron Bartal  
Post Adjutant  
Veterans of Foreign Wars - Post 1136

vfw1136@gmail.com

**RESOLUTION**

Item Number: #5  
Date: July 26, 2021

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

WHEREAS the Veterans of Foreign Wars Post #1136 has requested to host a ceremony at the Purple Heart Memorial Garden located at the corner of Superior and Biddle in honor of National Purple Heart Day on Saturday, August 7th at 10AM and requests to close Superior Blvd, in the area of the Memorial Garden, to hold said ceremony.

BE IT RESOLVED that Council permits the VFW Post #1136 to hold said ceremony, with the requested street closures from 8am-Noon on August 7th, 2021, provided that a hold harmless is executed by the organization, as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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## Street Repair

Henry Gumbis

Tue 7/13/2021 2:30 PM

To: clerk@wyan.org <clerk@wyan.org>

Honorable Mayor and City Council

I appreciate your time in reading this email and for any consideration that you may have. I am writing about the possibility of getting our street redone as I have lived here for 49 years and besides minor repairs I don't recall any major improvements. I am referring to Edcliff Court on the far north end of the city. There are only 4 homes so we don't figure very much in the overall taxes paid, but we do pay our share as we are expected to do.

The problem with our road is that every time the train blocks Emmons (almost an every day occurrence) a lot of the cars, including trucks use our street for turning around and that adds to the problem. In the overall scheme of things this is probably a minor issue for you at this time but I can assure you that you would make 4 homeowners very happy.

Thank you for your time and any consideration you might give towards this issue

Henry Gumbis

**RESOLUTION**

Item Number: #6  
Date: July 26, 2021

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

BE IT RESOLVED that the communication from Mr. Gumbis regarding street repairs on Edcliff Court is hereby referred to the Engineering Department for review and follow-up with the resident.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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Chuck Gibbard

Riverview, MI 48193

July 16, 2021

The City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

Attention: Mayor DeSana and Council Members

Subject: Paving of Marshall Street, Wyandotte, MI

The purpose of this letter is to request that the council create and submit a proposal for the paving of Marshall Street. I am the business owner of several buildings in the south end of Wyandotte, including building located at 740 Marshall. I have been made aware that Marshall is the only street left in Wyandotte that is not paved. The street is currently gravel, extremely unlevel and constantly under water. Please refer to pictures I have enclosed with this letter.

Your prompt attention to this matter is greatly appreciated.

Sincerely

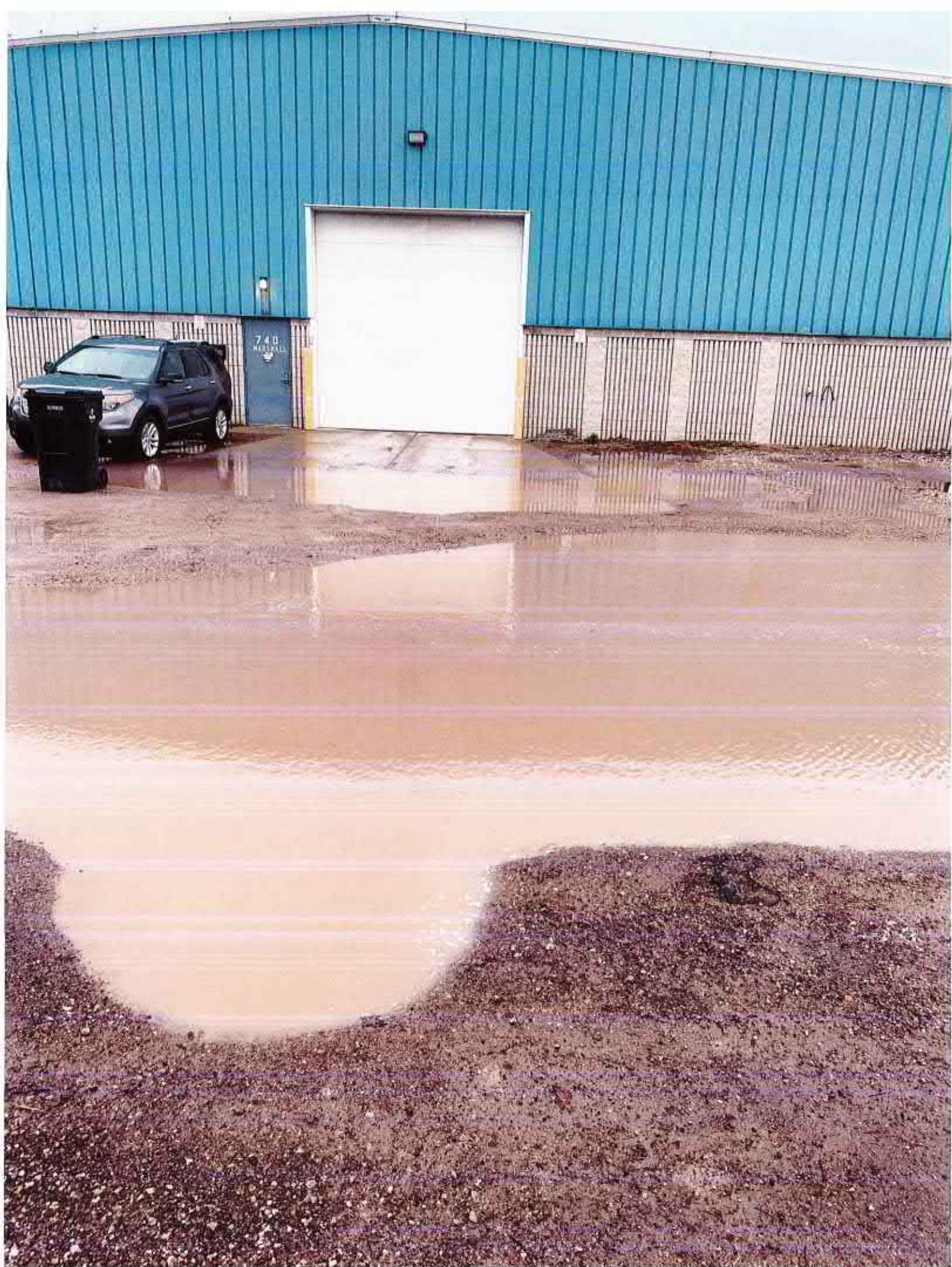


Chuck Gibbard, Owner  
Gibbard Electric

Enclosures







**RESOLUTION**

Item Number: #7  
Date: July 26, 2021

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

BE IT RESOLVED that the communication received from Mr. Gibbard regarding paving of Marshall Street be referred to the City Engineer.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 8**

**ITEM: Reappointment to Retirement Commission - R. Szczechowski**

**PRESENTER:** Robert A. DeSana, Mayor

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Per the Wyandotte Code of Ordinances, Sec. 2-254, the Retirement Commission shall consist of seven (7) commissioners, including a member appointed by City Council.

Robert Szczechowski has completed his term and is being recommended for reappointment.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

**ACTION REQUESTED:** Adopt a resolution supporting the reappointment of Robert Szczechowski, 1292 Poplar, Wyandotte MI 48192, to the Retirement Commission.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:**

**LIST OF ATTACHMENTS:** None

**RESOLUTION**

Item Number: #8  
Date: July 26, 2021

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

BE IT RESOLVED that the City Council hereby CONCURS in Mayor Robert DeSana's recommendation to reappoint Robert Szczechowski of 1292 Poplar, Wyandotte, MI to the Retirement Commission. Term to expire May 2023.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 9**

**ITEM: 2021 Poverty Tax Relief Guidelines - Amendment**

**PRESENTER:** Todd M. Browning, Board of Review Member

**INDIVIDUALS IN ATTENDANCE:** Board Members: Todd Browning, Theodore Galeski  
William Look, Lawrence Stec

**BACKGROUND:** The 2021 Poverty Tax Relief Guidelines will be used as a standard when considering appeals made based on financial hardship in accordance with MCL 211.7u(3) and the Federal Poverty updated annually by the US Department of Health and Human Services.

**STRATEGIC PLAN/GOALS:** To encourage and respect citizens' participation and provide transparency in all city matters.

**ACTION REQUESTED:** Approve the Amended 2021 Poverty Tax Relief Guidelines as recommended by the Board of Review members.

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

**IMPLEMENTATION PLAN:** Applications for poverty tax relief can be obtained from the office of the City Assessor or the City website. Completed applications will be acted upon during the July and December Boards of Review meetings of 2021.

**LIST OF ATTACHMENTS:**

1. Board Members
2. Resolution 2021-40

**RESOLUTION**

Item Number: #9  
Date: July 26, 2021

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

BE IT RESOLVED by the City Council that Resolution #2021-40 dated February 22, 2021 regarding Poverty Tax Exemption Guidelines be amended to strike the following verbiage “unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing from/to the claimant”.

BE IT FIRTHER RESOLVED that this action take place to comply with the State Tax Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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**OFFICIALS**

Theodore H. Galeski  
CITY ASSESSOR

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER



**MAYOR PRO TEMPORE**

Robert A. DeSana

**COUNCIL**

Robert Alderman

Chris Calvin

Megan Maiani

Leonard T. Sabuda

Donald Schultz Jr.

**OFFICE OF ASSESSING**

June 14, 2021

We, the undersigned, set forth and acknowledge the attached 2021 Poverty Guidelines for the City of Wyandotte Board of Review with updates.

Todd M. Browning

Theodore H. Galeski

William R. Look

Lawrence S. Stec

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2021-40**

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

UNDER THE DATE OF: February 22, 2021

MOVED BY: Councilperson Maiani

SUPPORTED BY: Councilperson Calvin

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council and  
WHEREAS, the principal residence of persons, who the and Board of Review determines by reason of  
poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation  
under Public Act 253 of 2020 (MCL 211.7u); and

WHEREAS, pursuant to PA 253 of 2020, the City of Wyandotte, Wayne County adopts the following  
policy for the Board of Review to implement.

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.
2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.
3. All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
4. Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.
5. The poverty threshold for eligibility for a poverty exemption is the Federal income standards established by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.
6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.
  - a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
  - b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
  - c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
  - d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.

e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:

a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.

b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.

c. Jewelry, antiques, artwork, equipment, and other personal property of value.

d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.

e. Withdrawals of bank accounts and borrowed money.

f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.

g. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.

h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)

j. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.

8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.

9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

The City of Wyandotte Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing from/to the claimant.

Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on February 22, 2021 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**



Lawrence S. Stec  
City Clerk

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 10**

**ITEM: 3131 Biddle Avenue Purchase Agreement: Former City Hall Redevelopment**

**PRESENTER:** Joe Gruber, DDA Director

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Following the due diligence period outlined in the Right of Entry and Access Agreement for the former Wyandotte City Hall Building, Rise Above Ventures has produced the attached development agreement, purchase agreement and development timeline for the Council's consideration.

The proposed redevelopment project remains consistent with the project outlined in the Summary of Findings submitted in December of 2020, and therefore, consistent with the development objectives for this site as prescribed by the City's Master Plan and the Downtown Strategic Plan.

Rise Above Ventures will redevelop the existing building (3131 Biddle Avenue), the adjacent gravel parking lot (3149 Biddle) and the adjacent Parking Lot #4, a portion of which is to remain public parking for the existing commercial businesses. The project will include over 30 residential units and 5,000 square feet of commercial space.

The Development Agreement and Purchase Agreement outline a due diligence period and a series of tasks that must first be accomplished by the developer prior to the developers undertaking any construction and prior to the City closing on the sale of the property to the developers.

**STRATEGIC PLAN/GOALS:** This redevelopment project is consistent with the development objectives for a priority redevelopment site as prescribed by the City's Master Plan and the Downtown Strategic Plan.

**ACTION REQUESTED:** The DDA Director is requesting City Council to sign and execute the Development Agreement and Purchase Agreement and to authorize Rise Above Ventures to proceed with the due diligence outlined in the agreements.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Earnest Money Deposit of \$10,000  
Purchase Price of \$100,000

**IMPLEMENTATION PLAN:** The DDA Director will work alongside the department heads to facilitate the terms and conditions outlined in the development agreement and purchase agreement.

**LIST OF ATTACHMENTS:**

1. 3131-3149 Biddle Avenue - Rise Above Ventures Purchase Agreement
2. 3131-3149 Biddle Avenue - Rise Above Ventures Interest and Findings

**RESOLUTION**

Item Number: #10

Date: July 26, 2021

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

RESOLVED BY THE MAYOR AND COUNCIL that the Mayor and Council concur with the recommendation to sell the property known as the former City Hall Building including 3131 Biddle, 3149 Biddle Avenue and Parking Lot #4 in the amount of \$100,000.00;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Development Agreement and Offer to Purchase Real Estate for the property known as the former City Hall Building including 3131 Biddle, 3149 Biddle Avenue and Parking Lot #4, between Mr. Ron Thomas (Rise Above Ventures, or an other entity to be formed) and the City of Wyandotte for \$100,000 as presented to Council.

I move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**Crayne**  
**Hanna**  
**Shuryan**  
**Stec**

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**DEVELOPMENT  
AND  
PURCHASE AGREEMENT**

**THIS DEVELOPMENT AND PURCHASE AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Rise Above Ventures (“Purchaser”) and City of Wyandotte (“Seller”).

**W I T N E S S E T H:**

**WHEREAS** Seller owns certain property that it desires to redevelop. The certain real property is located at 3131 and 3149 Biddle Avenue as well as the adjacent public parking lot (“Parking Lot #4”) in the City of Wyandotte, Michigan (the “Property”). Attached hereto is Exhibit A; and

**WHEREAS**, Purchaser has successfully completed and delivered the provisions outlined in item 1. “Access by Grantee” and the attachment titled “Rise Above Ventures Developer Responsibilities” in the Right of Entry and Access Agreement signed and executed by Mayor Pro Tempore and the City Clerk on October 13<sup>th</sup>, 2020.

**WHEREAS** the Mayor, City Council, the City of Wyandotte and Downtown Development Authority have all received and reviewed Purchaser’s Summary of Findings for redevelopment of the former City Hall building (3131 Biddle), the adjacent gravel lot (3149 Biddle) and Parking Lot #4 (together hereunto referred to as “The Property”) submitted to them before the prescribed deadline of December 31<sup>st</sup>, 2020.

**WHEREAS** the Mayor, City Council, the City of Wyandotte have granted Purchaser the exclusive right for a period of 120 days to create a development plan for The Property on February 22<sup>nd</sup>, 2021, to conclude on June 22<sup>nd</sup>, 2021.

**WHEREAS** Purchaser agrees to develop the property at its sole cost in accordance with the terms set forth herein.

**WHEREAS** part of the consideration for the sale of the property described herein for the designated price is to have the property generate real property tax revenue based upon the promised development by Purchaser. In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

## **AGREEMENT:**

### **1. Purchase and Sale.**

Subject to all of the terms and conditions of this Agreement, the Seller will sell to the Purchaser and the Purchaser will purchase from the Seller the Property, together with all appurtenances, rights, easements, right of way, permits, licenses and approvals incident or appurtenant thereto.

2. **Description of Project.** The "Project" shall mean the redevelopment, design, construction and operation of a mixed-use facility containing at least 35 residential units and at least 5,000 square feet of commercial space. A final site plan and building concept for the Project are being developed and shall be attached hereto as Exhibit C upon their completion. Final site plan and building approval are required before Purchaser may receive approval from the Seller to proceed with the Project. The Project will be 3 stories in height. Seller is relying upon this Project description with regards to establishing the sales price. Purchaser and Seller are obligated to meet their respective timing requirements and deadlines as set forth in the project schedule, attached as Exhibit B.

### **3. Purchase Price and Payment.**

- (a) The purchase price to be paid by the Purchaser to the Seller for the Property is one hundred thousand dollars and 00/100 cents (\$100,000.00) (the "Purchase Price"), subject to adjustments and prorations as set forth in this Agreement. The Purchase Price will be paid at closing by Purchaser and Seller will deliver a Warranty Deed upon payment of the price. Closing shall occur no later than January 30<sup>th</sup>, 2022.
- (b) The property described in Exhibit A will be conveyed to Purchaser at closing subject to a lease attached as Exhibit F between Purchaser as Landlord and Seller as Tenant for the southern fifty percent (50%) of parking lot number 4. The lease will contain the following terms:
- 1) The term of the lease will be ninety-nine (99) years.
  - 2) The rent will be a one-time payment of \$1.00.
  - 3) The leased premises shall be used for public parking.
  - 4) Landlord will be responsible for the maintenance (including snow removal), repair, and replacement of the leased premises at Landlord's cost.
- (c) In the event any or all the property (other than the property being leased to Seller for public parking) becomes tax exempt within the first twenty (20) years after closing, Purchaser shall be required to pay additional consideration to Seller in accordance with the following formula, which obligation shall not be subordinated to any Lender or party:

Purchaser agrees and acknowledges that part of the consideration for the sale of property described herein is to have the property generate tax revenue for the future based upon the promised development by Purchaser. In the event any or all of the property (other than the property being leased to the city for public parking) becomes tax exempt within the first twenty (20) years after closing, the Purchaser shall reimburse Seller in an amount determined in accordance with the following formula:

Expected taxable value of the property (including all buildings on the property) which value will be based upon the taxable value established in the year immediately preceding the year the property becomes tax exempt (provided Purchaser had completed the promised development project) times twenty-two (22) mills for each year that remains from the time the property becomes tax exempt until twenty (20) years from the date of closing between Seller and Purchaser. In the event the expected taxable value contemplated by this Agreement is not fully established because any of the property becomes tax exempt prior to the completion of the promised development project, the expected taxable value will then be based upon an appraisal of the property which will include Purchaser's promised development project in this Agreement in the valuation. This payment shall be due prior to Purchaser's transfer to another party and this requirement will be recorded in a form approved by Seller. This will be attached as Exhibit E.

4. **Project Development Expenses.** Purchaser shall provide Seller with a \$10,000.00 deposit upon execution of this Agreement. If Purchaser terminates this agreement per 8(a) below then Seller shall refund this deposit immediately and in full, however this deposit is otherwise nonrefundable. This deposit will be subtracted from the final purchase price amount owed as stipulated in the purchase agreement. Furthermore, Purchaser shall provide to Seller prior to Seller's approval to proceed with the project the initial pre-development, development and construction funding with a combination of private equity, debt, grants and tax credits and shall be attached hereto as Exhibit D. Financial models, development pro-forma and proof of funds which outline the developer's financing for this project are required, as per step of Exhibit D before Seller will provide approval to proceed with the project.
5. **Representations and Warranties.** Each party warrants and represents to the other that:
  - (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
  - (b) Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

- (c) Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
  - (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.
  - (e) In addition to the above, Purchaser warrants and represents that it has confirmed that its private lending institution will not require subordination of Exhibit E as referenced in paragraph 3(c).
  - (f) Purchaser represents that Rise Above Ventures is the assumed name for Rise Above Entertainment LLC and that Ronald Thomas is the sole member and is authorized to execute this agreement on behalf of Purchaser.
6. **Public Hearing.** A public hearing for this Project shall be held prior to any approval being given by Seller to Purchaser to proceed with the Project. The purpose of the public hearing is to present the following information to Seller:
- (a) Presentation of final site plan and building approval. (Exhibit C)
  - (b) Presentation of specific details of funding the development and proof of funds which outline the Purchaser's financing for the development. (Exhibit D)
  - (c) A complete detail of parking requirements for the development and the location of the parking spaces to be provided. If any parking for the development is contemplated east of the development site, a complete detail of said proposal must be provided.
  - (d) Any proposed reconfiguration of traffic flow in the surrounding neighborhoods.
  - (e) Types and duration of expected commercial deliveries to the completed project and location on the project site where deliveries will be made.
  - (f) Impact on surrounding neighborhood and commercial district during construction of the development including any loss of parking during the construction phase.
  - (g) Impact on scheduled events within the city while construction is taking place including Third Friday's, parades, art fair, etc.
  - (h) Any other information requested by the Seller.

## **7. Events of default.**

- (a) Events of Default by Seller. Each of the following events or conditions shall constitute an “Event of Default” by Seller:
- i. Any material failure by Seller to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, or failure to respond for request for information or approvals within a reasonable time frame, provided that such failure continues for thirty (30) days after notice to Seller demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, Seller shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or
  - ii. Any representation or warranty furnished by Seller in this Contract, which was false, or misleading in any material respect when made.
- (b) Events of Default by Purchaser. Each of the following events or conditions shall constitute an “Event of Default” by Purchaser:
- i. Any representation or warranty furnished by Purchaser in this Contract is false or misleading in any material respect when made;
  - ii. The filing of a bankruptcy petition whether by Purchaser or its creditors against Purchaser which proceeding shall not have been dismissed within ninety (90) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of Purchaser;
  - iii. Any change in control of Purchaser without the prior approval of Seller, which shall not be unreasonably withheld;
  - iv. Failure to meet any of the deadlines set forth in the project schedule (Exhibit B).

## **8. Termination.**

- (a) Either party may terminate this agreement within thirty (30) days after the public hearing for any reason by providing written notice to the other party. In that event, the deposit shall be returned to the Purchaser.
- (b) In the event Purchaser fails to complete any of the requirements set forth in the project schedule (Exhibit B), Seller may issue a written demand to Purchaser to adequately remedy said failure within 30 calendar days. If the stated failure has not been remedied by Purchaser by the 31<sup>st</sup> day after written demand is provided, then Seller may terminate this Agreement and elect to retain the deposit.

- (c) Effective immediately, for any event which constitutes Just Cause for termination pursuant to the definition below.

Definition of "Just Cause". For purposes of this Agreement, "Just Cause" shall mean one or more of the following events or occurrences: Ronald Thomas' (A) conviction of a felonious crime whose sentence exceeds 365 days of imprisonment; (B) participation in any dishonest act in connection with the assets or income of the Company, whether or not a criminal nature; (C) participation in conduct having a reasonable prospect of materially damaging the reputation or integrity of Seller or the Project and that such damage will most likely result in a material reduction in the financial performance of the Project; or (D) the failure by Purchaser, its owners, agents, employees or contractors, to perform Purchaser's duties under this Agreement in a satisfactory, competent and/or professional manner, provided that Purchaser shall have been given written notice including sufficient details of said failures or breaches by Purchaser by Seller regarding such failure to perform and shall not have cured or commenced to cure such failure to Seller's satisfaction within thirty (30) days after the effective date of such notice. The deposit will be retained by Seller from any just cause termination.

9. **Approval of Project and Survivability of Terms.** The parties will have thirty (30) days after the public hearing to determine whether they intend to proceed with the project in accordance with the terms set forth herein. The terms, conditions and requirements of this agreement shall remain in effect and survive any closing.
10. **Condition of Premises.** Purchaser acknowledges receipt of the air quality reports, air sample reports and executive summary of Phase I Environmental Assessment Report and agrees to take the premises in "as is" condition.

11. **Miscellaneous.**

- (a) Relationship of Parties. Nothing in this Agreement is intended or shall be deemed to create a partnership, agency or employer-employee relationship between the parties. No party shall incur any debts or make any commitments for or otherwise bind the other, except to the extent, if at all, specifically provided herein.
- (b) Other Ventures. Each party may have other business interests and may engage in other business ventures of any nature or description whatsoever, whether presently existing or hereafter created, including, the development, ownership, leasing, management, operation, franchising, syndication, financing, refinancing and/or sale of real property, any of which may compete, directly or indirectly, with Owner, the Project and/or the other parties. No party shall incur any liability to any other party or any of their respective members or affiliates as a result of the pursuit of such other real estate and/or business interests or ventures, and no party nor any of their members or their affiliates shall have any right to participate in such other real estate and/or business interests or ventures or to receive or share in any income derived therefrom.

- (c) Indemnification. Each party hereby agrees to indemnify, defend and hold harmless the other party and their respective shareholders, directors, members, managers, officers, employees, agents, successors, heirs and assigns for, from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, claims, litigation, demands, judgments, suits, proceedings, costs, disbursements and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or relating to such party's breach of its obligations under this Agreement.
- (d) Conditions Beyond the Control of the Parties. If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of God, insurrections or riots, or other event beyond its control this Contract shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the performing party, in which event neither party shall have any further liability to the other.
- (e) Independent Capacity of the Contractor. It is distinctly and particularly understood and agreed between the parties hereto that the City of Wyandotte is in no way associated or otherwise connected with the performance of any service under this Contract on the part of Purchaser or with the employment of labor or in the incurring of expenses by Purchaser. Purchaser is an independent contractor in the performance of each and every part of this Contract, and solely liable for all labor, taxes, insurance, and other expenses, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind.
- (f) Dispute Resolution.
- Mediation. The parties hereby agree that they will attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement ("Dispute") promptly by negotiations. Any party may demand in writing (a "Mediation Notice") that any Dispute which is not settled by the parties within ten (10) days after written notice of such Dispute is given by one party to the others that such Dispute be submitted to a neutral mediator for resolution. The mediator shall be selected by mutual agreement of the parties, and any decision of the mediator shall be non-binding. Any such mediation shall be held in Wayne County, Michigan. All parties shall participate in the mediation of any Dispute in good faith.
- (g) Compliance with Law. Each of the parties hereto shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in the performance of their respective obligations hereunder.
- (h) Notice. Any notice, request, demand or other communication hereunder shall be in writing and shall be hand delivered or sent by nationally recognized overnight

delivery service, or by postage prepaid, registered or certified mail, return receipt requested and shall be deemed given (a) when received at the following addresses if hand delivered or sent by overnight delivery service, or (b) three (3) business days after being post marked and addressed as follows if sent by registered or certified mail:

Seller:                   Attention: Wyandotte Mayor's Office  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192

Attention: City Engineer  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192

Purchaser:           Attention: Ronald Thomas  
97 Oak Suite 101  
Wyandotte, MI 48192

- (i) Further Assurances. The parties agree to execute such other documents, assignments or conveyances as are reasonably necessary to consummate this transaction and to fully comply with all the terms and conditions of this Agreement and agree reasonably and diligently cooperate with each other and to take such action consistent with the terms of this Agreement for said purposes.
- (j) Assignment; Modification. The parties may not assign this Agreement or their respective rights or obligations hereunder without the prior written consent of the other parties. This Agreement may not be amended or modified except by written agreement signed by all of the parties hereto.
- (k) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, beneficiaries, successors and permitted assigns.
- (l) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to any conflict of laws principles thereof.
- (m) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (n) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

- (o) Severability. If for any reason any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement not held invalid, and all such other provisions shall continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidities shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law, continue in full force and effect.
- (p) Waiver. A party's failure to insist upon strict performances of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement.
- (q) Entire Agreement. This Agreement, together with the development plan, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreements, representations and understandings of the parties.

12. **Title Insurance.** Seller will provide and pay for an owner's policy of title insurance without standard exceptions from Minnesota Title Agency insuring Purchaser's marketable title in the amount of the sales price. Purchaser will pay for land survey if needed. Seller will apply for a commitment for title insurance after the public hearing is held. Upon receipt of the commitment, Purchaser will have ten (10) days to provide Seller with written notice of any title objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated, and the deposit refunded to Purchaser.

13. **Taxes/Fees Prorations.** Currently tax exempt.

14. **Entire Agreement.** This contract constitutes the entire agreement between Purchaser and Seller. This Contract supersedes all prior understanding and agreements, written or oral.

15. **Removal of Possessions.** Prior to any demolition work and/or any construction permits being issued, the building shall be cleared of any and all pertinent or sensitive information and documentation as determined by the Seller. Any property left onsite by the Seller upon the Seller's final removal and vacating of the property will be the responsibility of the Purchaser to remove and dispose.

**SIGNATURES ON THE FOLLOWING PAGE**

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

City of Wyandotte

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By: Robert DeSana, Mayor

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By: Lawrence Stec, City Clerk

Rise Above Ventures

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By: Ronald Thomas, Sole Member

## EXHIBIT A: LEGAL DESCRIPTIONS AND PARKING LOTS

The property is further described as follows.

### **3131 Biddle Avenue**

Parcel ID: 57 011 15 0018 000

Legal Description: 00137 LOTS 18 TO 21 INCL. ALSO N 2 FT OF LOT 22 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR

### **3149 Biddle Avenue**

Parcel ID: 57 011 15 0022 002

Legal Description: 00138 S 23 FT OF LOT 22 ALSO LOTS 23 AND 24 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR

### **Parking Lot #4**

Parcel ID: 57 011 15 0025 000

Legal Description: 00139 LOTS 25, 26 AND 27 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR

## EXHIBIT B: PROJECT SCHEDULE

	Task	Start Date	Deadlines	Duration (Days)
1	City Council Approval - Right of Entry and Access Agreement, Summary of Findings	Tuesday, October 13, 2020	Thursday, December 31, 2020	79
2	City Council Approval - Negotiate Development Agreement	Tuesday, February 23, 2021	Tuesday, June 22, 2021	119
3	City Council Approval - Execute Development and Purchase Agreement, purchaser/developer submits \$10,000 deposit	Monday, June 21, 2021	Monday, July 26, 2021	35
4	Due Diligence Period Begins	Monday, July 26, 2021	Friday, December 31, 2021	158
4.2	Building Concept and Final Site Plan Approval ( <b>Exhibit C</b> )	Monday, July 26, 2021	Friday, December 31, 2021	158
4.3	Initial Pre-Development, Development and Construction Funding and Financing Approval ( <b>Exhibit D</b> )	Monday, July 26, 2021	Friday, December 31, 2021	158
4.4	Public Hearing	Monday, July 26, 2021	Friday, December 31, 2021	158
4.5	Post-Hearing Final Negotiations and Due Diligence Phase	Saturday, January 01, 2022	Sunday, January 30, 2022	29
5	Due Diligence Period Concludes: purchaser/developer to close sale, RAV Submits Payment of \$90,000.00 (\$100,000 purchase price less \$10,000 EMD held by the City)/transfer title	Saturday, January 01, 2022	Sunday, January 30, 2022	29
6	Construction Documents, Plan Reviews, Building Permits	Tuesday, February 01, 2022	Sunday, May 01, 2022	89
7	2 Year Construction Begins	Tuesday, February 01, 2022	Sunday, May 01, 2022	89
8	2 Year Construction Concludes	Thursday, February 01, 2024	Wednesday, May 01, 2024	90
9	Final Inspections	Thursday, February 01, 2024	Wednesday, May 01, 2024	90
10	Certificates of Occupancy Issued	Thursday, February 01, 2024	Wednesday, May 01, 2024	90
	<b>TOTAL PROCESS</b>	<b>Tuesday, October 13, 2020</b>	<b>Wednesday, May 01, 2024</b>	<b>1296</b>

**Letter of Intent to redevelop  
the former City Hall building and the  
adjacent vacant lots.**



Attention Todd Drysdale, Joe Gruber, and Wyandotte City Council,

I am writing today to propose initial general terms of a redevelopment of 3131 – 3149 Biddle, together with Parking Lot #4, collectively the former City Hall building and the vacant land directly adjacent to that structure's south wall.

I share in the City's thought that a high-impact development is paramount. What I am proposing is a locally owned and operated hotel on the first (and maybe second) floor of the existing structure, together with a multi-family residential redevelopment throughout the rest of the property and vacant land. Additionally, the project may contain a retail component, and a final determination will be made on this point during the planning phase. The number of residential units that will be constructed will be the maximum amount I am able to configure on the property without building a parking structure.<sup>1</sup> Further planning is needed to provide an exact residential unit total, however for the purposes of this offer I am willing to commit to not less than 30 residential units.

Regarding the structure of the deal, I propose a deal substantially similar to 100 Maple. There, as here, we are dealing with a 100% vacant downtown property currently owned by the City. For 100 Maple there exists an option contract providing for the transfer of ownership when a certain investment milestone is met. That structure will work well for this scenario too because it enables the City to retain title until development is well under way, thus guaranteeing the City's desired outcome, and it will afford me as the developer the time I need to adequately prepare for an undertaking of this scope.

Specifically, for this redevelopment I propose a deal whereby I enter into a contract with the City of Wyandotte granting me the exclusive option to purchase 3131 – 3149 Biddle, together with Lot #4, for \$1,000. My ability to execute this option will be contingent on either investment of not less than \$1,000,000 being made, or approved bank financing for the planned project of not less than \$1,000,000. To allow for the substantial planning work, my option's initial term would be from signing for 12 months, at which time the option would either expire of its own accord if we are not ready to begin construction, thereby allowing the City to demolish the building or arrange an alternate plan, or extend for 36 months if and only if I have applied for and received a building permit by that date.

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<sup>1</sup> As an aside, I believe a privately constructed parking structure is cost prohibitive in this community at present. It is my strong suspicion that any eventually materializing development on this site will either need to provide adequate parking within its footprint and without a structure, or receive a substantial variance placing a potentially large burden on the surrounding community. My plan offers the former. This consideration is an important part of what I propose.



Certain other details would be similar to the 100 Maple deal structure. For example, I would maintain the building and pay the DTE bills, and the City would cover Wyandotte Municipal billings until the option is executed and the property is deeded over.

My intent is to begin planning the project now, and begin construction in mid 2021, just after the Maple Professional Building (100 Maple) is complete. I anticipate the full redevelopment of this site to take about 3 years once construction begins, and be completed in two phases. Phase 1 will be a redevelopment of the existing building into a hotel and some residential units. Phase 2 will be construction of new multi-story residential units, and potential retail, in what is now the vacant lot.

Just as with my building on the corner of 1<sup>st</sup> and Oak, and 100 Maple, as well as the various other projects I have taken on around town – this would be a local undertaking using local tradesmen and serving local businesses and residents.<sup>2</sup> My basic philosophy is that there are certain amenities that today's young adults, myself included, want and expect from the places they choose to live, and if I can have a role in creating those amenities right here in our city then I am honored to do my part.

There is no reason that Wyandotte's image as a vibrant, forward looking city that is great to work and live in should not continue to expand significantly. If accepted, this proposed development will be one more substantial step in that direction.

Thank you for your consideration of this offer. If it is acceptable I can provide, at my expense, a draft agreement stipulating the above terms for review.

Ron Thomas

A handwritten signature in blue ink, appearing to read 'RTH', with a long horizontal flourish extending to the right.

Rise Above Ventures  
Cell - 734 752 9308  
ron@riseaboveventures.com

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<sup>2</sup> For this development I also plan to make use of various tools such as a CFEC, NEZ incentives, TIF Loans, and other various development incentives which will serve to make this project feasible and ultimately accrue to the benefit of the community.

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2020-312**

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

UNDER THE DATE OF: October 12, 2020

MOVED BY: Councilperson Maiani

SUPPORTED BY: Councilperson Calvin

WHEREAS, the City of Wyandotte has a strong desire to sell and redevelop the former City Hall site at 3131-3149 Biddle Avenue and the adjacent Parking Lot #4.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the "Right of Entry and Access Agreement" for the former City Hall site at 3131 Biddle Avenue with Rise Above Ventures and authorize Mayor and City Clerk to sign the Agreement.

Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on October 12, 2020 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**

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

## **RIGHT OF ENTRY AND ACCESS AGREEMENT**

**THIS RIGHT OF ENTRY AND ACCESS AGREEMENT** (herein called this "Agreement") is made and entered into as of OCTOBER 13<sup>TH</sup>, 2020 by the **CITY OF WYANDOTTE** (herein called "Grantor"), and **RISE ABOVE VENTURES** (herein called "Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner of the real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the "Property");

**WHEREAS**, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the possible acquisition and development by Grantee of the Property;

**WHEREAS**, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

**WHEREAS**, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property only.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agrees as follows:

1. Access by Grantee.

- a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) December 31, 2020; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities provided Grantee gives Grantor at least two (2) business days' prior written notice of each inspection and does not disturb the rights of Grantor or any current licensee, including the Wyandotte Jaycees.
- b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of Grantor or any licensee on the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately

return the Property to the condition existing prior to the Due Diligence Activities, and (iii) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written approval by Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within five (5) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may be proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before Five (5) days of Grantors' rejection or the earlier termination of this Agreement.

2. **Insurance.** Grantee shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement. Grantor shall be named an additional insured party on said policy.
3. **Successors.** To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
4. **First Right to Develop.** Upon completion of due diligence as provided for in this Agreement, and provided Grantee has submitted to Grantor all of the required items in the "Rise Above Ventures Developer Responsibilities" (attached hereto) by December 31, 2020 to the sole satisfaction of Grantor, Grantor will provide Grantee the exclusive right for a period of 120 days to create a development plan for development of the property which plan will include a multi-level residential / boutique hotel. At the conclusion of 120 days, provided Grantee has submitted its development plan to Grantor in a form acceptable to Grantor in its sole discretion, then the parties will enter into good faith negotiations for a 30 day period to draft and execute a Purchase Agreement for the property. The parties agree that under no circumstances will the purchase price exceed one hundred thousand (\$100,000.00) dollars and the agreement must contain provisions satisfactory to the Grantor which

require the property to remain on the tax rolls (or compensation paid to Grantor in the event the property becomes tax exempt in the future). If the parties cannot reach an agreement within the 30 days, in that event any work product of Grantee generated by due diligence and provided to Grantor can be used by Grantor for any purposes and this agreement will be terminated.

5. **Limitations.** Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.
6. **No Recording of Agreement or Memorandum of Agreement.** In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.
7. **Notices.** All notices, demands and other communications shall be given in writing and shall be delivered by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Grantee:                    Rise Above Ventures  
                                 95 Oak Street  
                                 Wyandotte, MI 48192

Attn: Ron Thomas

Grantor:                    City of Wyandotte  
                                 3200 Biddle  
                                 Wyandotte, MI 48192

Attn: Greg Mayhew

8. **Entire Agreement.** This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
9. **Severability.** The provisions of this Agreement are severable, and, if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement,

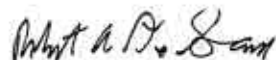
including the wholly or partially unenforceable provision, to the maximum extent legally permissible.

10. **Amendments.** Any amendments to this Agreement shall be effective only when duly executed by Grantor and Grantee.
11. **No Third-Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of Grantor and Grantee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
13. **Assignment of Agreement.** Neither Grantor nor Grantee may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.
14. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. **Deposit.** Grantee shall provide the sum of two thousand five hundred (\$2,500.00) dollars as a security deposit to Grantor upon execution of this Agreement. The deposit shall be held by the Grantor as security for the full and faithful performance and observance by Grantee of all the terms, covenants and conditions herein contained. Upon the expiration or termination of this Agreement, provided Grantee is not in default of any of the terms and conditions of this Agreement, the deposit shall be delivered to Grantee. However, should Grantee at the expiration or termination of this Agreement be in default under any of the terms or conditions of this Agreement, the deposit shall be continued to be held by Grantor until all such defaults are cured. "Default" shall mean the failure to comply with any term of this Agreement. Grantor reserves all legal rights and remedies it has as owner of the property and the deposit is not intended to be the city's sole remedy at law.
16. **Waiver of Liens.** Grantee shall advise anyone it provides access to the Property in writing that the Property is city owned and Grantee's agents, employees, contractors, consultants, representatives or other designees may not file a construction lien against the property for any reason. Should any of Grantee's contractors file a Lien, it is Grantee's responsibility to have it removed.
17. Grantee shall provide to Grantor a copy of all reports, tests, evaluations, etc. generated from this Site Access Agreement.
18. Grantor currently stores records and equipment on the property. Grantee must comply with all rules set by the city to preserve these items.

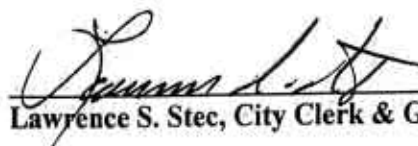
19. Grantor discloses to Grantee that there are air quality reports, air sample reports and executive summary of Phase I Environmental Site Assessment Report concerning 3131 Biddle on file with the city for Grantee's review.

Date: OCTOBER 13, 2020

City of Wyandotte

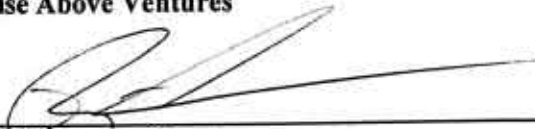


Robert DeSana, Mayor Pro Tempore & Grantor



Lawrence S. Stec, City Clerk & Grantor

Rise Above Ventures



Ron Thomas, Grantee

## RISE ABOVE VENTURES DEVELOPER RESPONSIBILITIES

Prior to any request for an exclusive Letter of Intent or negotiation of a Purchase Agreement, **Developer** shall do the following:

1. Perform preliminary market analysis (within last six (6) months).
2. Describe the proposed urban design / architectural design, construction schedule and operation of the development upon completion.
3. Provide parking analysis and traffic configuration.
4. The identity of all anticipated lenders including names and telephone number of contacts.
5. A description of proposed financing for the project, including those that may come about as a result of a public / private partnership with federal or state agencies.
6. Detailed background of all project participants.
7. Disclosure of the estimated total development cost of the project including proposed rental rates.
8. Review of a proposed Site Plan, including the number of parking spaces provided.
9. Review of estimated property taxes with City and inclusion in budget.
10. **Developer** acknowledges and agrees that future tax revenue from the private development and ownership of the Property is a material part of the consideration to City for any Purchase Agreement and the sale of said Property. **Developer** agrees not to transfer or close on a sale of the property to an entity that will result in the property or buildings becoming tax exempt or making use of any of the property or building that would result in any of the property or building being exempt from taxation without monetary compensation paid to the city in an amount agreed upon by the parties. A written agreement in a form and manner agreed to by the parties would be required to be executed and made part of any purchase agreement.
11. **Developer** may request that the City generally support **Developer's** use of various tax incentives and grant or loan programs to assist with redeveloping the Property, if determined by **Developer** to improve the financial feasibility of the Property, including but not limited to the following: (a) real property tax reduction for any eligible residential portion of the property, such as the Neighborhood Enterprise Zone (NEZ) Act, Act 147 of 1992, as amended; (b) the Community Revitalization Program (CRP), a grant and/or loan program available through the Michigan Strategic Fund (MSF) and Michigan Economic Development Corporation (MEDC); and (c) other economic assistance that may be available through any other programs available at the federal, state, county or local level. City acknowledges that the **Developer** may submit a request for a Brownfield Plan or Tax Increment Financing reimbursements for costs which are eligible pursuant to the state Brownfield statute. The City shall assist in providing the necessary documents to pursue any potential financial incentives.



RISEABO-01

DBENT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Finn's J M & J Insurance Agency, Inc. 483 Little Lake Drive Ann Arbor, MI 48103	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (734) 668-4050	<b>FAX (A/C, No):</b> (734) 668-1860
<b>INSURED</b>  Rise Above Contracting LLC 97 OAK ST SUITE 101 Wyandotte, MI 48192	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hastings Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
14176		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		CPP6216903	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Certificate Holder is Additional insured for General Liability only, excluding products and completed operations (Form 2-968) if required by written contract; The City of Wyandotte 3200 Biddle Avenue Wyandotte, MI 48192.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# 3131 BIDDLE REDEVELOPMENT: SUMMARY OF INITIAL FINDINGS



Produced by Rise Above Ventures  
For the City of Wyandotte  
**REVISED** February 2nd, 2021



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## Executive Summary

The following document, put together by Ron Thomas of Rise Above Ventures, is a summary of initial findings ('Summary') with regard to the viability of a potential redevelopment of 3131 Biddle, together with the vacant city-owned land to the existing structure's south.

This Summary draws upon professional third-party market analyses<sup>1</sup>, information provided by City officials, experienced local developers and business people, an engineer, and finance professionals, as well as independent research and data provided by its author.

The Downriver Target Market Analysis of 2017 ('DTMA') stated:

*"There is a need to introduce new Missing Middle Housing formats into Downtown Wyandotte...across diverse price points. This includes lofts and flats above street-front retail as part of mixed-use reinvestment projects, ideally with river-breeze patios and views of downtown street life." [DTMA p.18]*

This type of redevelopment at 3131 Biddle would be generally consistent with both i) the desires of the community, and ii) the best interests of the complimentary businesses in its immediate vicinity because it would have the greatest long-term impact in terms of, respectively, i) tax revenue for the City and ii) broadening Downtown Wyandotte's economic base.

The primary challenge is one of financial feasibility for such a redevelopment. It is this author's opinion that previous redevelopments of this site likely fell through because plans, impressive as they were, did not begin from a sober assessment of what is financially viable for Downtown Wyandotte today and in the near term.

Average rent per square foot per month for newly remodeled or constructed middle-to-luxury quality apartment housing situated in Downtown Wyandotte can reasonably be expected to be about \$1.30 - 1.40 or \$1,300 - \$1,400 per month for a 1,000 square foot unit.<sup>2</sup> Applying industry standard expense allocations, capitalization rates, and other reasonable market assumptions for multifamily property, and one can conclude the fair market value of such a redevelopment would be between about \$87 - \$93 per square foot of leasable space.

Fair Market Value Per Square Foot: Middle - Luxury Downtown Wyandotte Apartments		
	Pessimistic	Optimistic
Rent Per Square Foot	\$ 1.30	1.4
Vacancy Loss	8%	8%
Industry Standard Expense Before Financing Costs	50%	50%
Net Revenue Per Square Foot Per Month	\$ 0.60	\$ 0.64
Cap Rate for Similar Property	8.25%	8.25%
Value Per Square Foot (Net Revenue/Cap Rate)	\$ 86.67	\$ 93.33

*Fair Market Value Per Leasable Square Foot at Stabilization for Middle-to-Luxury Multi-Family at 3131 Biddle*

1 The Downriver Target Market Analysis of 2017 prepared for the Downriver Community Conference and the 2015 Market Feasibility Study conducted by Core Distinctions Group LLC commissioned by the City of Wyandotte.

2 See the 'Apartment Market Analysis' section below for supporting details.

## 3131 Biddle Redevelopment Summary

Development costs can easily exceed this amount. For example, the publicly available Brownfield Plan for 166 Oak Street (the former Post Office) details an expected \$14M investment for its proposed 92,412 square foot, implicitly revealing an anticipated development cost of \$151.49 per square foot – itself an optimistic forecast when compared with broader industry norms for similar developments, which can easily surpass \$200 per square foot.

***Stated concisely, it would be easy to invest more redeveloping 3131 Biddle than its ultimate true market value. Upon completing the work and research required by this Summary, it appears a successful redevelopment of 3131 Biddle will require a very targeted investment, together with a cooperative approach to public and private financing. Also, it will be imperative to make use of the existing features of the site to the greatest extent possible.***

This Summary began with a June 2020 ‘Letter of Intent’ provided to the City of Wyandotte which set forth initial basic goals of a redevelopment of 3131 Biddle. Following negotiations thereafter, on October 13<sup>th</sup> 2020 a ‘Right of Access And Entry’ agreement was entered into which set forth, among other things, access to the subject property to conduct the above referenced research, as well as a list of deliverables to be provided to the City, and a deadline of December 31<sup>st</sup> 2020 for doing so. This work product contains those deliverables, and opinions based on them.

Following submission of an initial Summary, and after municipal review and feedback, this revised Summary contains a plan for proceeding onward with the proposed development.

The proposed development is a multi-family residential redevelopment with first floor retail/commercial on the Biddle facing half, and residential inclusive of the rest of the existing structure, with one additional new story, together with some to-be-determined marketable use of the basement. This has been identified as the project with greatest chance of viability that also best aligns with the goals and aesthetic character of the community.

My goal is that this Summary will serve as a realistic assessment of the challenges presented by 3131 Biddle, and as a basis from which the restoration of 3131 Biddle can be planned and conducted.

Thank you,

A handwritten signature in blue ink, appearing to read 'R. Thomas', with a stylized flourish extending to the right.

Ron Thomas  
Rise Above Ventures

## Preliminary Market Analysis

### Apartment Market Analysis

According to the DTMA, in Downtown Wyandotte about 13 net new households can reasonably be expected to be seeking attached housing of the type contemplated in this Summary each year, but of those only 4 are seeking residence in units priced at \$900/month or more. [DTMA p.17]

Anecdotally, this seems to understate the potential for the middle-to-upper quality apartment market in Downtown Wyandotte at present. There are clear and encouraging indicators of the top and bottom of what the immediate Downtown market can support today, but also reason to believe providers of quality housing space in the Downtown Wyandotte market may face a more competitive environment in the near term.

On the upper end of the market, two 1,100 square foot luxury loft apartments in the Thomas Building brought to market at 99 Oak street in March of 2019 leased within a month of completion and have remained mostly occupied since at prices between \$1,450 and \$1,750/month. Additionally, 5 newer and luxury apartment units at the Great Lake Building range in size from 1,100-1,600 square foot and advertise for \$1,500 - \$2,000 per month in rent. However, 900 square foot luxury loft apartments priced at \$2,000/month in 3099 Biddle appear to remain on the market for longer periods of time. The take-away being that on the upper end of the market, pricing of about \$1.30 - \$1.40 per square foot per month typically results units being rented, but pricing beyond that is less well supported by current market conditions, resulting in increased vacancy.

On the middle to lower end of the market, a short walk from downtown is the 53-unit Huron River Apartment building which has seen substantial interior renovations paired with commensurate rent increases since 2017 resulting in a current market rent of just over \$1/square foot/month – or about \$845 for an 800 square foot unit. The similarly priced by square foot, but better located Edinger Apartments, at 1<sup>st</sup> and Oak, advertise rent at just about \$1/square foot/month, but they offer lower quality amenities and dated finishes when compared with Huron River. Each of these properties appear to have little vacancy. This suggests that centrally located, new Downtown apartments can expect some amount of rent north of \$1.00 per square foot per month.

Taken together these data suggest that new, high quality apartments located Downtown with amenities such as on-site parking might, *today*, reasonably be expected to rent for \$1.30-\$1.40/square foot per month – or \$1,300 - 1,400 for a 1,000 square foot unit.

One must note, however, that there are at least 63 new attached Downtown middle-to-high end housing units being planned or constructed as of writing.<sup>3</sup>

Whereas Downtown Wyandotte appears capable of annual absorption of more than the 4 net new attached housing units priced at \$900+ as indicated by the DTMA, the at least 63 new units

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<sup>3</sup> 49 units at 166 Oak, 6 units at 100 Maple and 8 units at 3200 Biddle.

### 3131 Biddle Redevelopment Summary

coming to market in the near term are likely to bring increased pricing competition among providers in the upper end of the market.

Accordingly, Downtown Wyandotte will need either an influx of new upper middleclass residents desirous of attached housing units, or there will be downward pricing pressures at the top end of the market.

Any new residential projects must take these factors into consideration. This Summary uses \$1.40 per square foot per month as its basis.

## 3131 Biddle Redevelopment Summary

### Hotel Market Analysis

While a hotel component was originally contemplated as part of this redevelopment, for reasons detailed by the initial Summary that plan has been abandoned in favor if 12 units designed to be transient in nature, but also able to be adapted and marketed easily as efficiency or 1-bedroom suites.

For a more detailed narrative, see the original Summary.

## 3131 Biddle Redevelopment Summary

### Market Analysis Summary

The Downtown Wyandotte middle-to-upper quality attached housing market is likely slightly undersupplied at present, but likely to be near equilibrium or saturation once currently planned developments are complete. This is good for the City, it will bring more residents and economic activity. But pricing competition among providers of housing may result, and new developments must consider this, as this Summary has.

Wyandotte could benefit from some transient lodging options, and this Summary does contemplate exactly that. However, 3131 Biddle is not the optimal location for a full-scale hotel for the reasons detailed by the MSF, and summarized in the previously.

Thus, this Summary concludes that a use primarily focused on housing units, with certain of them designed to be adaptive and usable as transient housing OR apartments is the better approach for a redevelopment of 3131 Biddle.

## Review of Site Plan, Parking Analysis & Traffic Configuration

Parking and traffic concerns rank among the highest considerations of this Summary. Beginning with the initial Letter of Intent that gave way to this eventual Summary, it was recognized that i) a private parking structure is not financially viable, and ii) any eventual redevelopment would seek to develop the site to the greatest extent that the parking limitations allow.

Following initial site evaluations, this Summary concludes that there are approximately 52 potential parking spaces available on site at 3149 Biddle and lot #4 (collectively, the vacant land to the south of former City Hall). Citing the mid-rise standard<sup>4</sup>, this proposed redevelopment requires 47 parking spaces.

As a result, no variance will be needed for the required parking. Further, there will be no net loss of parking to the community, and a portion of the lots that are privatized as part of this redevelopment will remain available for public use in perpetuity.

Unit Type	Quantity	Parking Requirements (mid rise)
1st floor retail	1	0
1 bed/studio ('Rooming Houses')	12	12
2 bed	15	18.75
2 bed	5	6.25
3 bed	4	5
Guest Parking Based On Given Mix		4.5
Total Parking Required		46.5

*Chart Summarizing the Parking Requirements*

With regard to the proposed site plan and traffic configuration, whether to allow a curb cut for traffic directly from Biddle, or instead to divert traffic through the alley was the primary consideration. While each option presents benefit and challenges, it was determined that the most viable option for the downtown community is access to parking through the alley way, which will be reconstructed and optimized for traffic flow as part of this redevelopment. Part of this optimization of traffic flow will be to keep traffic off of Van Alstyne, and directed only toward this structure's adjacent lot.

Lastly, this plan leaves street side parking along Biddle uninterrupted.

Beginning with the June Letter of Intent, it was the aim of this Summary to identify a use that would maximize the site of 3131 Biddle, together with its adjacent lots, without constructing a parking structure. The section summarizes findings with regard to that objective.

<sup>4</sup> While the proposed development falls one story short of meeting the strict definition of mid-rise per the ordinance, it a meeting with the City in January 2021 it was determined that never the less, mid-rise was the most appropriate classification for this redevelopment.

## Proposed Design, Construction Schedule & Operation at Completion

Functionally, the design proposed by this Summary seeks to make use of the existing structure to the maximum extent possible, while adding one new floor to the top. The Biddle facing half of the first story will be repurposed for commercial and/or retail use. The rear half of the first story, together with all stories above, would be for residential use.

Aesthetically, the look and the feel would retain the historic features but include modern appropriate updates consistent with the aesthetics of Wyandotte's Downtown. Relevant stylistic comparisons can be found at the Sears/Roebuck Building, The Maple Professional Building, Whiskey's, The Thomas Building and Wyandotte Beer Company. More specifically, the masonry on the south wall would be preserved, with glazing added. The shape of the Biddle facing exterior wall would be in part preserved, but new glazing would be added, a front balcony built on the second floor, and the marble facades would be removed and replaced with new and updated masonry and/or steel finishes.



*As a conceptual example, pictured here is 460 W Canfield in Detroit, an existing 2 story masonry structure with a 3rd story added, and retail facing the main street.*

A reasonable construction schedule for this redevelopment is 24 months from the date construction starts. If this Summary results in a redevelopment by Rise Above Ventures, the City of Wyandotte can reasonably expect planning throughout 2021 with a commencement of construction in or around the end of 2021 or beginning of 2022.

Rise Above Ventures, were it to conduct this redevelopment, would be ready and equipped to operate it immediately upon completion.

## Financial Analysis

### Pro Forma Financials & Value at Completion

The below Figure 2 details the proposed unit quantities, location, size, rent, vacancy rates and resulting revenue. The rent per square foot for residential space tapers down as unit sizes increase, with the average per square foot per month price of the residential offerings being \$1.40, as detailed in the Market Analysis section. The resulting total annual revenue is just under \$475k annually.

Unit Type	Quantity	Floor	Avg Size (Sq Ft)	Total Leasable Sq Ft	\$/Sqft/ Month	Monthly Rent	Gross Potential Monthly Revenue	Vacancy Loss Per Unit Type	Net Annual Revenue
1st floor retail	1	1	4,576	4,576	\$ 0.87	\$ 4,000.00	\$ 4,000.00	20%	\$ 38,400.00
1 bed/studio ('Transient')	12	1	500	6,000	\$ 1.50	\$ 750.00	\$ 9,000.00	8%	\$ 99,360.00
2 bed	15	2	720	10,800	\$ 1.50	\$ 1,080.00	\$ 16,200.00	8%	\$ 178,848.00
2 bed	5	3	1,100	5,500	\$ 1.35	\$ 1,485.00	\$ 7,425.00	8%	\$ 81,972.00
3 bed	4	3	1,375	5,500	\$ 1.25	\$ 1,718.75	\$ 6,875.00	8%	\$ 75,900.00
Total									\$ 474,480.00

Figure 1 – Gross Revenue at Stabilization

The below Figure 3 carries down that total revenue, then factors for expenses and the local market capitalization rate, arriving at a market value upon stabilization. Note that the market capitalization rate used here is taken from a July 2020 appraisal of 100 Maple by Cushman & Wakefield. 100 Maple is a similarly sized and located mixed use property featuring a significant residential component, also redeveloped by this developer. Further, expenses (not factoring for financing costs) that total about 50% of revenue is typical of multifamily properties.

Gross Annual Revenue		\$ 474,480.00
Expenses		
Taxes		\$ 97,638.21
Insurance		\$ 9,950.00
Utilities		\$ 18,000.00
Mgmt (apartments)	5%	\$ 23,724.00
Repair and Maint		\$ 43,200.00
Cap Ex		\$ 43,200.00
Total Expenses		\$ 235,712.21
Expenses as % of revenue		49.68%
NOI		\$ 238,767.79
Cap Rate	8.25%	
Market Value		\$ 2,894,155.03

Figure 2 – Market Value at Stabilization (Income Approach)

## 3131 Biddle Redevelopment Summary

### Construction Costs

A primary consideration of this Summary is parking constraints. The other most significant consideration is, naturally, cost.

As detailed in the 6<sup>th</sup> paragraph of the Executive Summary above, fair market value of middle-to-upper quality residential apartments in Downtown Wyandotte can be expected to be about \$87-\$93/leasable square foot.

With regard to construction costs, Fannie Mae states that the national average for construction of **new** multi-family residential property is \$205/square foot for hard costs alone<sup>5</sup>. At this price point 3131 Biddle is clearly not feasible absent subsidy. For that reason, the recommendation of this Summary is to repurpose the exiting features of 3131 Biddle to the maximum extent possible, thereby reducing the ultimate cost of the redevelopment.

Fortunately, the recent and comparable mix-use redevelopments of 99 Oak and 100 Maple (both by the same developer from this proposal) each provide relevant examples upon which the financials of retrofitting 3131 Biddle might be better estimated. With regard to the residential component of each of those redevelopments, the redevelopment hard costs were around \$100 per square foot. This price makes no consideration of property acquisition or finance costs, neither does it discount for incentives procured. Neither 100 Maple nor 99 Oak required installation of an elevator, reconstruction of a parking lot and approaches, reconstruction of utility services, construction of a new 3<sup>rd</sup> story, and one did not require fire suppression – all expenses 3131 Biddle will require. Though the noted differences exist, these two sample properties serve as a reasonable basis upon which to estimate the per square foot construction cost of a redevelopment of 3131 Biddle as contemplated here.

Factoring for the above referenced differences, this Summary concludes that the per square foot redevelopment cost of 3131 Biddle, as contemplated, will be about \$150/square foot, plus about \$1.2M in related municipal infrastructure upgrades<sup>6</sup>. In other words, this Summary estimates that installation of an elevator, reconstruction of the site including parking, factoring for new utility connections, installation of fire suppression, and addition of a new story will result in a roughly 50% increase in per square foot costs when compared to other local, recent residential redevelopments, plus the cost of public infrastructure upgrades.

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<sup>5</sup> [https://capmrkt.fanniemae.com/resources/file/research/emma/pdf/MF\\_Market\\_Commentary\\_091719.pdf](https://capmrkt.fanniemae.com/resources/file/research/emma/pdf/MF_Market_Commentary_091719.pdf) p.2

<sup>6</sup> Simultaneous to this Summary, the City of Wyandotte is working toward a public infrastructure improvement plan totaling about \$6M, about 20% of which is directly adjacent to the block that 3131 Biddle occupies a large portion of.

## 3131 Biddle Redevelopment Summary

### Property Tax Analysis

For simplicity, this Summary uses a State Equalized Value at 50% of its estimated true cash value at completion, or \$1,447,077. This works out to an average of \$39,110 per unit, which is on par with recently assessed similar apartments.

The result, if redeveloped as contemplated here, would be new tax revenue for the City in an amount of about \$102k annually.



### Infrastructure & Incentives

As referenced above, the City of Wyandotte is currently working on a Capital Improvements plan for the Downtown district. This plan includes reconstruction and re-pavement of numerous alleys and parking lots, along with rerouting of utilities in certain key areas of Downtown. The total cost for this plan is anticipated to be about \$6M. Significant portions (about 20%) of these capital improvements are directly adjacent to 3131 Biddle – a situation which may present opportunity for the City of Wyandotte to offset significant capital improvement costs by participating with a developer in a TIF plan such as the one detailed above in Figure 4.

Other potential incentives may include NEZ or CFEC programs, potential HUD financing, assistance and/or a grant from the MEDC, PACE funding, and other programs.

***In this instance, where recapturable tax revenue may be of value to both a developer and the City for infrastructure improvements, it is worth noting that tax abatements may be less preferable than ordinary taxation upon completion, with those revenues recaptured by interested parties.***

It is not the goal of this Summary to set out a firm plan with regard to incentives which may render this redevelopment feasible, but rather to share the initial financials of the contemplated undertaking along with some basic information about possible incentives for consideration during future negotiations.

Based on the above, however, there very well may exist viable paths to redevelopment which ultimately benefit both the developer and the City.

## 3131 Biddle Redevelopment Summary

### Plan for Proceeding

As detailed in the 'Right to Access and Entry Agreement' which gave way to this Summary, the City of Wyandotte and the Developer are now entering into an exclusive 120 day period during which the basic terms of a development agreement are to be negotiated.

Following that 120 day period, the City and the Developer have 30 days to enter into a formal agreement for development.

Simultaneously the specific plans, as outlined by this Summary, are to be executed and conducted by all parties when appropriate.

## Bank Funding, Financial Partners & Capital Stack

Generally, speculative redevelopments of vacant commercial property are viewed as risky by banks, particularly large banks. That this author has a successful track record of redevelopments of similar property in the near vicinity helps, but the fact of the matter remains that this redevelopment will likely require some significant amount of private investment funding, perhaps upwards of 50% or more of the total investment required. A bank is unlikely to fund the majority of it from the beginning. To the extent bank financing is used during construction, it will likely come from a regional bank or local credit union, such as Old National Bank (who this author most frequently works with).

Upon completion, bank funding to repay investor capital would be simple. Conventional lending standards for a development such as this are up to 75% loan to value, 20-year amortization, a debt service coverage ratio of at least 1.25, and 75%+ economic occupancy. If this redevelopment ultimately qualifies for Fannie Mae financing, the requirements are more favorable for property owners. Regardless, at stabilization, the contemplated redevelopment would meet all of these requirements.

The hurdle will be the private investment funding required to start construction. If Rise Above Ventures ultimately redevelops this property, it will contribute some significant portion of the funding from its own private sources.

*Also, depending on the final terms of any deal reached, Rise Above Ventures may seek funding from other investors but as of yet, no other investors have been formally offered, or asked, to commit. This would happen once Step 2 from the previous section is completed, and thus the financial merits of a redevelopment would be known and could be shared with banks and/or investors with specificity. Soliciting outside funding in advance of that is premature.*

3131 Biddle Capital Stack (Pre Stabilization)	
	Total Capital Required (about \$4.95M)
TIFF Funds, Incentives, Grants, Etc.	\$2M, about 40%
Investment Capital, From Developer or Investors	\$1.5M, about 30%
Contributions From Developer	\$1.5M, about 30%

Figure 4 - Example of capital stack during redevelopment.

*A summary of lenders and financial partners are deliverables of the Right of Entry agreement, however at this stage too many details are left to be determined to ask a bank or investors for commitment. Instead, this section details what lenders or partners will generally expect once a specific plan is ready to be presented to them.*

*In short, however, if this redevelopment proceeds then it is likely to be funded internally by Rise Above Ventures, with some limited amount of local investors to the extent necessary, and offset by development incentives. If bank financing can be secured for construction, it will be.*

## Economic and Community Impact

Today, 3131 Biddle has sat vacant for years. It produces no tax revenue for the City, no jobs, and no one resides there. Worse yet, it is an eye sore - that sits front and center in Downtown.

Hence its position as a top priority for redevelopment.

At minimum, the redevelopment contemplated by this Summary will produce just over \$100,000 in annual tax revenue starting at completion. The nearly \$5M required investment would be used, nearly exclusively, to hire local contractors and tradespeople for construction – after all, Rise Above Venture’s office, and most of its staff, is located in Wyandotte. Thus, the direct economic impact of the redevelopment itself would be almost entirely retained locally.

Upon completion, the building would house some 70 full time residents, likely of above average financial means, resulting in more than a million dollars of additional disposable income likely being spent in surrounding businesses each year. And though a little early to predict with much certainty, the retail frontage combined with general building staff would likely result in at least 10-20 new fulltime jobs in the Downtown District.

Perhaps even more importantly, however, is that this redevelopment would bring back to life the last large, vacant building in Wyandotte’s Downtown in a way that furthers the City’s position as a great place to live, work and play.

## Background of the Developer/Author

Ron Thomas, 36 and a Wyandotte native, graduated from Roosevelt High School in 2002. Soon after he founded Rise Above Entertainment, which has produced thousands of X-Games style entertainment events and campaigns nation-wide for clients including The National Guard and The Army.

In 2010 Thomas and his wife Samantha purchased their first property, a single family house on 17<sup>th</sup> street in Wyandotte where they reside today, thus beginning their investment careers. In the time since Thomas, a licensed Builder and Real Estate Broker, has gone on to build and/or redevelop dozens of other properties in and around Downriver including single family homes, industrial buildings, commercial buildings, apartments and mix use downtown buildings. In 2018 he founded Rise Above Ventures, and thereby transitioned into a full time Real Estate Developer.

Thomas studied Economics at Penn State University and Real Estate Finance at Harvard's Extension School. He is a member of the Entrepreneurs' Organization where he serves as an Accelerator Coach for aspiring entrepreneurs. In his spare time Thomas hikes at National Parks with his wife, and continues to ride BMX for fun.

## Conclusion

A redevelopment of 3131 Biddle will be challenging, but is worthwhile and needs to happen for the benefit of the Downtown Wyandotte community. In its completion lies significant progress for the whole of the Downtown district.

Previous efforts and proposals have either not been an acceptable use of the great potential offered by the location, falling short in ambitions or impact.... or overshot the mark, collapsing under their own weight in the process by proposing developments unsupported by financial realities.

This Summary seeks to strike a balance capable of completing the task, and it does so by first taking an in-depth look at the financial fundamentals. From this Summary, it's my hope and intention that a viable redevelopment plan can be executed, and I'd be honored to lead the effort.

Thank you.

A handwritten signature in blue ink, appearing to read 'Ron Thomas', with a stylized flourish extending to the right.

Ron Thomas  
Rise Above Ventures  
[ron@riseaboveventures.com](mailto:ron@riseaboveventures.com)  
734 752 9308

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2021-44**

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

UNDER THE DATE OF: February 22, 2021

MOVED BY: Councilperson Maiani

SUPPORTED BY: Councilperson Calvin

WHEREAS Rise Above Ventures has successfully completed and delivered the provisions outlined in item 1. "Access by Grantee" and the attachment titled "Rise Above Ventures Developer Responsibilities" in the Right of Entry and Access Agreement signed and executed by Mayor Pro Tempore and the City Clerk on October 13th, 2020.

WHEREAS the Mayor Pro Tempore, City Council, the City of Wyandotte and Downtown Development

Authority have all received and reviewed RAV's Summary of Findings for redevelopment of the former City Hall building (3131 Biddle) and adjacent gravel lot (3149 Biddle) (together hereunto referred to as "The Property").

WHEREAS Rise Above Ventures has expressed an interest to further pursue a comprehensive redevelopment of The Property to construct a new mixed-use retail and residential facility,

NOW THEREFORE BE IT RESOLVED that the Mayor Pro Tempore and City Council hereby concur with the recommendations of the DDA Director and hereby grant RAV the exclusive right for a period of 120 days to create a development plan for development of The Property as outlined in RAV's Summary of Findings;

AND

BE IT FURTHER RESOLVED That the Mayor Pro Tempore and City Council hereby authorize the DDA Director to continue facilitating the negotiations for redevelopment of The Property between RAV and the City of Wyandotte.

Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on February 22, 2021 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**



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

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 11**

**ITEM: Hiring - Contractor Employee Code Compliance Official**

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

**INDIVIDUALS IN ATTENDANCE:** Jesus Plasencia, Assistant City Engineer

**BACKGROUND:** The Engineering and Building Department is in need of hiring an Code Compliance Official to perform Upon Sale and Rental Inspections, specifically, the mechanical/plumbing/fire portion. Currently, there are two (2) part time inspectors doing the building portion, one (1) part time inspector doing mechanical/plumbing/fire and two (2) part time inspectors doing the electrical portion. Therefore, it is recommended to hire Jeff Evans, as a part time inspector for the mechanical/plumbing/fire portion beginning the week of August 2, 2021.

If you concur with this recommendation, the enclosed Memorandum of Agreement will need to be approved by your Honorable Body.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to providing the finest services and quality of life.

**ACTION REQUESTED:** Recommend approval of the hiring of Mr. Evans as a Code Compliance Official.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** No effect n the budget because the duties and hours are all ready included in the budget.

**IMPLEMENTATION PLAN:** Execute Memorandum of Agreement with Mr. Evans.

**LIST OF ATTACHMENTS:**

1. Memorandum of Agreement Jeff Evans

**RESOLUTION**

Item Number: #11  
Date: July 26, 2021

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

RESOLVED BY THE MAYOR AND COUNCIL that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of a Code Compliance Official to perform Mechanical/Plumbing/Fire Inspections for the Code Compliance Program for the City of Wyandotte; AND

BE IT RESOLVED that Council approves the hiring of Jeff G. Evans; AND

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the Memorandum of Agreement between the City of Wyandotte and Mr. Evans.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

**YEAS**

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

**COUNCIL**

**Alderman**  
**Calvin**  
**Crayne**  
**Hanna**  
**Shuryan**  
**Stec**

**NAYS**

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

MEMORANDUM OF AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the City of Wyandotte, a Michigan Municipal Corporation, hereinafter referred to  
as CITY and Jeff G. Evans, hereinafter referred to as CONTRACTOR;

WITNESSETH:

WHEREAS, the City of Wyandotte requires the services of a Code Compliance Official to  
enforce the provisions of the applicable codes of the City of Wyandotte; and

WHEREAS, said Jeff G. Evans has made known to the CITY OF WYANDOTTE and the  
Department of Engineering thereof, that he is available to serve as a Code Compliance Official on  
a contractual basis;

NOW, THEREFORE, in consideration of the aforesaid and of the mutual covenants and  
agreements herein contained, it is mutually agreed by and between the parties hereto as  
follows:

- 1) CITY does hereby retain Jeff G. Evans as an independent contracting Code Compliance  
Official on a contractual basis commencing \_\_\_\_\_ unless sooner  
canceled by either party as herein provided.
- 2) The work and duties of the contractor shall be as follows:
  - Make code inspections on behalf of the City of Wyandotte including work, which is  
subject to and controlled by the Wyandotte Codes.
  - Perform duties outlined in the applicable codes.
  - Answer questions pertaining to the applicable codes.
  - Make all inspections as requested by the City Engineer including those pertaining to  
existing codes.
  - Keep accurate and adequate records as required by the City Engineer which records  
are to be the property of the city of Wyandotte.
  - Any other related work as required by the City Engineer.
- 3) City shall pay to Contractor, for the performance of the aforementioned duties:
  - The sum of twenty-four dollars & 50/100 (\$24.50) first inspection except in the  
case of multiple inspections at the same location, then the sum of twenty-four  
dollars & 50/100 (\$24.50) for the first unit and fifteen dollars & 00/100 (\$15.00) for  
each additional unit at the same location up to including eight (8) units.
  - For nine (9) units and up to and including fifteen (15) units, the sum of twenty-four  
dollars & 50/100 (\$24.50) initial inspection for the first unit and eight dollars &  
50/100 (\$8.50) for each additional unit at the same location. Initial inspections  
over fifteen (15) units will be negotiated prior to inspection.
  - The sum of fifteen dollars & 00/100 (\$15.00) re-inspection except in the case of  
multiple re-inspections at the same location, then the sum of fifteen dollars &  
00/100 (\$15.00) for the first unit and eight dollars & 50/100 (\$8.50) for each  
additional unit at the same location up to and including eight (8) units.

- For nine (9) units and up to and including fifteen (15) units, the sum of fifteen dollars and 00/100 (\$15.00) per re-inspection of the first unit and seven dollars & 00/100 (\$7.00) for each additional unit at the same location. Re-inspections over fifteen (15) units will be negotiated prior to re-inspection.
  - On an initial inspections or re-inspection when the location to be inspected is not available to be inspected the Contractor will receive a show up fee of six dollars & 00/100 (\$6.00).
  - Payment will be made bi-weekly.
  - The Contractor shall be available to answer questions regarding his inspections at no additional charge.
- 4) Contractor may be absent from the Offices of the City Engineer and unavailable for the duties herein prescribed for a period of thirty (30) days in a calendar year without such absence and unavailability being construed as breach of this contract without suffering any diminution in the contract price, as approved by the City Engineer. Paid vacation, sick or personal time is not a part of this contract.
- 5) It is understood and agreed that no Social Security deductions will be made from Contractor's bi-weekly installments and that the City will pay no Social Security Tax in connection with the Contractor inasmuch as the employer-employee relationship does not exist between City and Contractor and that Contractor will pay his own self-employment tax as a self-employed person.
- 6) It is understood and agreed for the same reasons set forth in Paragraph 6 above that neither the City nor Contractor will make any contributions to the City Retirement Funds in regard to any pension for Contractor.
- 7) Contractor shall forthwith upon undertaking the duties aforesaid, furnish the City with a certificate or certificates of insurance company certifying that Contractor's automobile which he will use in the performance of the aforementioned duties is insured with public liability insurance, the limits of liability of which shall be One Hundred Thousand Dollars (\$100,000.00) for injuries, including accidental death, to any one person, and subject to the same limits for each person, at least Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving two or more persons, arising in whole or in part by reason of or in anyway connected with or resulting from the performance of this Contract by Contractor. Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement.

Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement. Contractor agrees to hold the City of Wyandotte harmless from any claim or lawsuit arising out of use of the contractor's automobile which he will use while in the performance of contractor's duties under the terms of this agreement.

- 8) The City agrees to indemnify the contractor from all claims arising from the contractor's official conduct which is in accordance with all of the terms of this contract and within the scope of his authority and provided that the contractor acted in good faith and without malice and provided contractor's conduct does not amount to gross negligence.
- 9) This Contract may be canceled by either party at any time, provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WYANDOTTE, a Michigan Municipal Corporation

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

\_\_\_\_\_  
Robert A. DeSana, Mayor

\_\_\_\_\_  
Department of Legal Affairs

\_\_\_\_\_  
Gregory J. Mayhew, City Engineer

CONTRACTOR:

\_\_\_\_\_  
Jeff G. Evans

# JEFFREY G. EVANS

Trenton, MI 48183

## SKILLS PROFILE

- Excellent communication skills
- Knowledge of daily operation of fire department and administrative duties
- State of Michigan Inspector and Fire Investigator

## EMPLOYMENT HISTORY

**Schoolcraft College** (part time) 2017 — current

- Fire academy instructor and practical examiner
- Fire Officer leadership I, II, III instructor

**St Cyprian Church** (part time) 2018 — current

- Worship assistant

**City of Trenton Fire Department** 1993 — 2018

Fire Captain 2016 — 2018

- Responsible for daily shift compliment and assignments
- Formulate and enforce departmental rules, regulations, and activities
- Train and educate personnel

Fire Chief 2013— 2015

- Responsible for daily operations of the Fire Department
- Work with and report to the Director of Police and Fire
- Prepares the department budget and controls the expenditure of departmental funds
- Continue to conduct building inspections for fire safety while working closely with Building and Engineering Departments

Fire Marshal 2009 — 2013

- Conduct building inspections
- Fire investigations
- Promotion of community awareness, fire prevention/safety
- Assist Training Officer

Engineer	2004 — 2009
Responsible for pump operation	
Driver for all fire vehicles	

Firefighter/Paramedic	1993 — 2004
Fire suppression	
Evaluation and care of injured/ill patients	

<b>City of Riverview Fire Department</b>	1987-1993
Firefighter/EMT	
Fire suppression and EMS	

Other Experience:

<b>Fritz Enterprises Inc. Trenton, MI</b>	1995-2014
AutoCAD Designer	
- Responsible for computerized drawing and designing of various equipment and facilities	



# City of Wyandotte, Michigan 48192

## APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

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

### EMPLOYMENT DESIRED

Position applied for INSPECTOR

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

Other position you would consider /

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

Date you can start ANY Wage expected \$ ANY

### PERSONAL INFORMATION

Name EVANS JEFF GREGG  
Last First Middle

Address TRENTON MI 48183  
Street City State Zip

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Other last names used while working, if any /

Are you a U.S. Citizen? ☒ Yes ☐ No

If no, specify type of entry document and work authorization \_\_\_\_\_

Have you even been convicted of a crime? ☐ Yes ☒ No

If yes, please give specifics \_\_\_\_\_

Are there any felony charges pending against you? \_\_\_\_\_

If yes, please give specifics \_\_\_\_\_

Have you ever served in the U.S. Military? ☐ Yes ☒ No If yes, indicate branch \_\_\_\_\_

Dates of duty: From \_\_\_\_\_ To \_\_\_\_\_ Type of Discharge \_\_\_\_\_  
Month Date Year Month Date Year

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

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

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

If yes, what type of license do you hold? \_\_\_\_\_

Have you ever been employed by the City of Wyandotte? ☐ Yes ☒ No If yes, when? \_\_\_\_\_

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

☒ Yes ☐ No If yes, indicate names and dates: MIKE GARRISON

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

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

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

Have you ever been bonded on a job? ☐ Yes ☒ No If yes, when? \_\_\_\_\_

**IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:**

Name \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

**PERSONAL REFERENCES**

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
KEITH ANDERSON		
DEAN CREECH		
JEFF DAVIS		

## EDUCATION

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

MI STATE INSPECTOR, PARAMEDIC, FIRE INSTRUCTOR

	Name of School	City/State	Degree	Major
High School	TRENTON HIGH	TRENTON MI	✓	
College	SIENA HEIGHTS UNIV	ADRIAN MI	BAS	PUBLIC SAFETY
Other	EASTERN MI UNIV STAFF & COMMAND	YPSILANTI MI	CERTIFICATE	FILE ADMIN

## EMPLOYMENT HISTORY

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

Company Name CITY OF TRENTON Employed from 1993 to 2018  
 Address 200 MAPLE TRENTON MI 49123  
 Street City State Zip  
 Type of Business FIRE Name of Supervisor DEAN CREECH  
 Phone Number \_\_\_\_\_ Starting Salary ✓ Final Salary ✓  
 Position FIRE FIGHTER - CHIEF Reason for leaving RETIRED  
 Duties Performed ✓  
 If presently employed, may we contact your supervisor? ☒ Yes ☐ No

Company Name ST CYPRIAN CHURCH Employed from AUG 2018 to CURRENT  
 Address 13249 PENNSYLVANIA RD RIVERVIEW MI 48193  
 Street City State Zip  
 Type of Business CHURCH Name of Supervisor MASON KOCH  
 Phone Number \_\_\_\_\_ Starting Salary \$11.00 Final Salary SAME  
 Position WORSHIP ASSISTANT Reason for leaving CURRENT  
 Duties Performed PREPARE SCHEDULES FOR MINISTERS, PREPARE FOR MASSES  
 Have you ever been suspended or discharged from employment? ☐ Yes ☒ No  
 If yes, please explain \_\_\_\_\_

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

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

#### APPLICANTS FOR UNION POSITIONS

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

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

Dated: 7 21 21 Signature: [Signature]

#### APPLICANTS FOR NON-UNION POSITIONS

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

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

Dated: 7 21 21 Signature: [Signature]

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 12**

**ITEM: Sale of Former 616 Orange**

**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, a “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 Robert and Christina Hudzinski, 14635 Fellrath St., Taylor, MI, for the construction of a one story new single family home consisting of approximately 2,100 square feet, 3 bedrooms, 2.5 baths, attached garage, exterior to be brick from the foundation to the first floor joist on all four (4) sides with vinyl siding for rest of exterior.

**STRATEGIC PLAN/GOALS:** Consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing efforts to enhance 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 to Mr. and Mrs. Hudzinski 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. Purchase Agreement former 616 Orange

**RESOLUTION**

Item Number: #12

Date: July 26, 2021

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

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 616 Orange 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 616 Orange to Mr. and Mrs. Hudzinski in the amount of \$10,000.00; AND

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

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 616 Orange, between Mr. and Mrs. Hudzinski 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**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**Crayne**  
**Hanna**  
**Shuryan**  
**Stec**

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# 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: Lot 9 Plat of Part of Wyandotte, Block 176, as recorded in Liber 1, Page 142 of Plats, Wayne County Records being known as the Former 616 Orange and now known as 620 Orange 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.

<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 to 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: \_\_\_\_\_

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 2,100 square feet with 3 bedrooms, 2.5 bath single story home 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 with yard drain in rear of property.
- Exterior to be brick required from the foundation to the first-floor joist on all four (4) sides with vinyl siding for rest of exterior.
- Attached garage to be located off of Orange is not to extend more than 3 feet of the living space.
- 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.
  - The Purchaser shall be responsible for the complete removal and disposal of any trees or shrubs.
  - The Purchaser shall remove and replace any and all public sidewalk which the City determines does not comply with City guidelines.
  - Purchaser shall replace all unused drop curbs or damaged curbs with new full height curbs.
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):

\_\_\_\_\_  
Robert Hudzinski  
14635 Fellrath St., Taylor, MI 48180

\_\_\_\_\_  
Christina Hudzinski

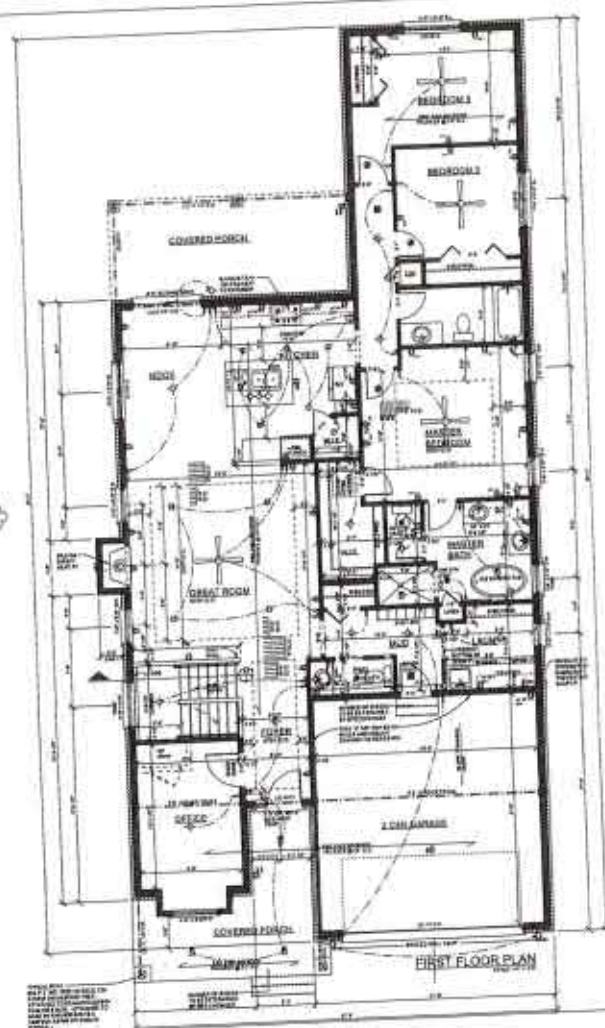
Dated: \_\_\_\_\_

SELLER(S): CITY OF WYANDOTTE

\_\_\_\_\_  
Robert A. DeSana, Mayor  
3200 Biddle Avenue, Wyandotte, MI

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

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

[illegible]

# 100 EUREKA



**600 ORANGE** - LOT 8 PLAT OF PART OF WYANDOTTE, BLOCK 176 T3S R11E, L1 P142 WCR  
LOT SIZE: 50' X 140'

**616 ORANGE** - LOT 9 PLAT OF PART OF WYANDOTTE, BLOCK 176 T3S R11E, L1 P142 WCR  
LOT SIZE: 50' X 140' OWNER - **CITY OF WYANDOTTE**

**626 ORANGE** - LOT 10 PLAT OF PART OF WYANDOTTE, BLOCK 176 T3S R11E, L1 P142 WCR  
LOT SIZE: 50' X 140'

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

**MEETING DATE: 7/26/2021**

**AGENDA ITEM # 13**

**ITEM: Neighborhood Enterprises Zone (NEZ) Application - Former 616 Orange now known as 620 Orange**

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. The Purchasers, Robert and Christina Hudzinski, are requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) Exemption Certificate for the home being constructed on the property known as former 616 Orange now known as 620 Orange. This request is consistent with the Resolution adopted December 7, 1992

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in provide the finest services and quality of life to it residents by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, and 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.

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation to approve the NEZ Application subject to the proper application materials being submitted to the City and the project's compliance with the NEZ Act, Act 147 of 1992, as amended

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** There will be a minimal effect on the City's budget by allowing this exemption.

**IMPLEMENTATION PLAN:** Forward Resolution and application to Michigan Department of Treasury

**LIST OF ATTACHMENTS:**

1. NEZ Application former 616 Orange

**RESOLUTION**

Item Number: #13

Date: July 26, 2021

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

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

WHEREAS the former 616 Orange is within the City of Wyandotte's Neighborhood Enterprise Zone #1 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of July 26, 2021, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 616 Orange now known as 620 Orange, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

WHEREAS the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12 year Neighborhood Enterprise Zone Certificate.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**Crayne**  
**Hanna**  
**Shuryan**  
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## Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

**Read the instructions before completing the application.** This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

STATE USE ONLY	
• Application No.	• Date Received

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Robert and Christina Hudzinski		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 620 Orange		Amount of years requested for exemption (6-15) 12	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
City Wyandotte	State MI	ZIP Code 48192	
Name of City, Township or Village (taxing authority) City of Wyandotte		Type of Property <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
County Wayne	School District Wyandotte		
Name of LGU that established district City of Wyandotte		Name or Number of Neighborhood Enterprise Zone NEZ #3	Date district was established 12/07/1992
Identify who the work was completed by <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit)	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary.  Construct a new single family home with approximately 2,100 square feet, full basement, 3 bedrooms, 2.5 bathrooms and attached garage.			
Timetable for undertaking and completing the rehabilitation or construction of the facility  Start in summer 2021 to be completed Spring 2022			
PART 2: APPLICANT CERTIFICATION			
Contact Name Kelly Roberts		Contact Telephone Number (734) 324-4555	
Contact Fax Number (734) 556-3179		Contact E-mail Address kroberts@wyandotte.mi.gov	
Owner/Applicant Name Robert and Christina Hudzinski		Owner/Applicant Telephone Number (734) 612-0490	
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 14635 Fellrath St., Taylor, MI 48180		Owner/Applicant E-mail Address robhud@sbcglobal.net	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature 		Date 7/9/2021	

Continue on Page 2

<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Wyandotte			
Name of Assessor (First and last name) Theodore H. Galeski		Telephone Number (734) 324-4510	
Fax Number (734) 556-3179		E-mail Address assessor@wyandottemi.gov	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature			Date
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
Action taken by LGU  <input checked="" type="checkbox"/> Exemption Approved for _____ Years (8-15)  <input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)  <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application.  <input checked="" type="checkbox"/> 1. Original Application <input checked="" type="checkbox"/> 2. Legal description of the real property with parcel code # <input checked="" type="checkbox"/> 3. Resolution approving/denying application (include # of years) <input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last) Lawrence S. Stec		Telephone Number (734) 324-4560	
Fax Number (734) 556-3179		E-mail Address clerk@wyandottemi.gov	
Mailing Address 3200 Biddle Avenue		City Wyandotte	State MI
			ZIP Code 48192
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

The LGU should mail the original completed application and required documents to the following address:

State Tax Commission  
P.O. Box 30471  
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

## **Guide Sheet**

### **FINAL READING OF AN ORDINANCE**

**#1516**

**AN ORDINANCE DETERMINING  
THE SALARY FOR THE CITY OF WYANDOTTE ENGINEER**

## **RESOLUTION**

Item Number: #14

Date: July 26, 2021

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

Final Reading #1516

### **AN ORDINANCE ENTITLED AN ORDINANCE DETERMINING THE SALARY FOR THE CITY OF WYANDOTTE ENGINEER**

The City of Wyandotte Ordains:

#### **Section 1. City Engineer.**

Commencing April 18, 2021 and expiring on April 17, 2023, the City Engineer shall receive an annual salary in the sum of \$98,000.00.

In addition, the following apply to the City Engineer:

1. Employee may use a City-owned vehicle for City-related business (and commuting to and from work) so that he may immediately respond to an emergency.
2. Employee may elect to participate in the City's Section 457 Deferred Compensation Plan at any time during his employment.
3. Employee will be entitled to the same thirteen (13) paid holidays as City non-union administrative employees.
4. Employee shall not be enrolled in the City's defined benefit plan or defined contribution plan.
5. Employee shall not be eligible for participation in the City's active employee Health Insurance Plan or receive a contribution from the City for a retiree health savings account, since he already received retiree health insurance from the City.
6. Employee, his spouse and dependents shall not be eligible for any other benefits, except as required by law or described in the employment agreement.
7. Employee shall earn one (1) sick day per month worked. Vacation time shall be earned monthly in accordance with the same schedule of benefits available to other City non-union administrative employees, at the twenty-one (21) year level.

8. Employee shall be eligible for three (3) personal days per calendar year (pro-rated for calendar year 2021). Employee shall receive any accrued, unused vacation at the end of his employment with the City, at his final salary. Employee shall not receive any accrued, unused sick time or personal leave days at the end of his employment with the City. Employee shall not be entitled to compensatory time off.

The City Engineer shall execute and be subject to the employment agreement with the City of Wyandotte which terms are incorporated herein by reference.

Section 2. Repeal.

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

Section 3. Effective Date.

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

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>Crayne</b>	_____
_____	<b>Hanna</b>	_____
_____	<b>Shuryan</b>	_____
_____	<b>Stec</b>	_____

# BILLS & ACCOUNTS

07/21/2021

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE  
EXP CHECK RUN DATES 07/08/2021 - 07/21/2021  
JOURNALIZED PAID  
BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 138334							
101-000-451-039	License & Permits-Misc	ALBERTA DORRIS	RETURNED BARRICADE 1290 7TH		07/14/21	50.00	138334
			Total For Check 138334			50.00	
Check 138335							
101-336-750-210	Office Supplies	AMAZON	APPLE 12W USB POWE 1R76-T4XD-41V3		07/14/21	38.00	138335
101-448-750-210	Office Supplies	AMAZON	WIRE RACKS AND HIGH 1TVR-P699-TYQM		07/14/21	35.55	138335
			Total For Check 138335			73.55	
Check 138336							
101-000-231-080	P/R Deductions-Sector	AMERICAN FIDELITY AS	125 PLAN CANCER & LI D331719 07/21		07/14/21	1,445.39	138336
732-000-231-080	Payroll W/H-Cancer Ins	AMERICAN FIDELITY AS	125 PLAN CANCER & LI D331719 07/21		07/14/21	1,474.58	138336
			Total For Check 138336			2,919.97	
Check 138337							
101-000-231-080	P/R Deductions-Sector	AMERICAN HERITAGE I	ALL STATE ACCIDENT P W8433 070621		07/14/21	849.20	138337
			Total For Check 138337			849.20	
Check 138338							
101-000-471-010	Base Fee 835 7th	ANTHONY RODRIGUEZ	BD Payment Refund 00034473		07/14/21	50.00	138338
			Total For Check 138338			50.00	
Check 138339							
101-000-257-055	Reserve-Recreation Re	APRIL GLATZ	COPELAND REFUND DE06282021		07/14/21	50.00	138339
			Total For Check 138339			50.00	
Check 138340							
101-756-825-420	Bldg & Equip Maintena	AUTO VALUE SOUTHG/	MISC SUPPLIES 334-482354		07/14/21	55.00	138340
			Total For Check 138340			55.00	

Check 138341

07/21/2021

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 #
101-000-257-064	BCB14-0129 668 ORCH AVE-LALLEMANT, LISA		BD Bond Refund	BCB14-0129	07/14/21	1,000.00	138341
			Total For Check 138341			1,000.00	
Check 138342							
101-000-257-064	BCB21-0022 810 PLUMB AZZI, CANDY		BD Bond Refund	BCB21-0022	07/14/21	1,000.00	138342
			Total For Check 138342			1,000.00	
Check 138343							
499-200-925-807	EXISTING BUSINESS STICHERYKL ZEMKE BOUT DOWNTOWN DOLLARS 696193				07/14/21	10.00	138343
			Total For Check 138343			10.00	
Check 138344							
525-750-825-300	Contractual Service-Maintenance DAVEY GOLF COURSE MAINTENANCE GOLF COURSE MAINTENANCE 915715866				07/14/21	26,137.50	138344
			Total For Check 138344			26,137.50	
Check 138345							
525-750-750-235	Beverage Expense (Beer) DISCOUNT DRINKS		BEER FOR GOLF COURSE 18962		07/14/21	940.40	138345
			Total For Check 138345			940.40	
Check 138346							
101-000-257-064	BCB20-0210 4626 15TH EMILY CLOR		BD Bond Refund	BCB20-0210	07/14/21	200.00	138346
			Total For Check 138346			200.00	
Check 138347							
101-000-257-064	BCB20-0063 1824 8TH EPIC HOMES LLC		BD Bond Refund	BCB20-0063	07/14/21	1,000.00	138347
			Total For Check 138347			1,000.00	
Check 138348							
101-000-257-064	BCB18-0196 1264 LINC Gary Brownell		BD Bond Refund	BCB18-0196	07/14/21	2,000.00	138348
			Total For Check 138348			2,000.00	

07/21/2021

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 #
Check 138349							
101-750-825-490	Field Maintenance & S	GENERAL SCOREBOAR	LIGHT BULBS	5773	07/14/21	408.00	138349
			Total For Check 138349			408.00	
Check 138350							
677-301-825-320	Worker's Comp-Medic	HENRY FORD HEALTH S	KENNETH P GROAT SEF	4000072546	07/14/21	1,694.00	138350
			Total For Check 138350			1,694.00	
Check 138351							
101-336-750-220	Operating Expenses	HOODS DO IT CENTER	9V BATTERIES	68098	07/14/21	26.97	138351
			Total For Check 138351			26.97	
Check 138352							
101-000-257-064	Reserve-Compliance Es	JEANNETTE ANDERSON	401 SPRUCE ESCROW F	07062021	07/14/21	2,000.00	138352
			Total For Check 138352			2,000.00	
Check 138353							
101-000-257-064	BCB21-0047 3886 17TH	KAITLYN KAPUSCINSKI	BD Bond Refund	BCB21-0047	07/14/21	600.00	138353
			Total For Check 138353			600.00	
Check 138354							
530-444-825-420	Maintenance-Bank Bldg	L.E. GUERRIERO	LIGHT REPAIR	1866	07/14/21	210.00	138354
			Total For Check 138354			210.00	
Check 138355							
101-750-825-490	Field Maintenance & S	LOWE'S COMPANIES IN	ASPHALT	902849	07/14/21	51.96	138355
101-750-825-490	Field Maintenance & S	LOWE'S COMPANIES IN	ASPHALT	902740	07/14/21	77.94	138355
499-200-926-610	Streetscape Maintenanc	LOWE'S COMPANIES IN	DOWNTOWN MAINTEN	920422	07/14/21	25.62	138355
			Total For Check 138355			155.52	

Check 138356

07/21/2021

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 07/08/2021 - 07/21/2021

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BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-000-231-050	P/R Deductions-LTD (E	MADISON NATIONAL L	LTD - JULY 2021	JULY 2021	07/14/21	1,497.53	138356
101-000-231-051	P/R Deductions-LTD (E	MADISON NATIONAL L	LTD - JULY 2021	JULY 2021	07/14/21	660.37	138356
499-000-231-050	P/R Deductions-LTD (E	MADISON NATIONAL L	LTD - JULY 2021	JULY 2021	07/14/21	10.52	138356
Total For Check 138356						2,168.42	
Check 138357							
101-336-825-490	Bldg & Equip Maintena	MES DEPOSITORY ACC	MAINTENANCE ON CA	IN1593607	07/14/21	1,025.00	138357
Total For Check 138357						1,025.00	
Check 138358							
701-000-078-000	Due from State	MICHIGAN DEPT OF TR	2020 Summer/Winter	07092021	07/14/21	77,475.83	138358
Total For Check 138358						77,475.83	
Check 138359							
677-448-825-340	Employee Physical Exa	MICHIGAN URGENT CA	J. ALLEN, P. VERDUCE	- 0019000000000438	07/14/21	115.00	138359
Total For Check 138359						115.00	
Check 138360							
101-000-231-052	P/R Deductions-Life Ins	MINNESOTA LIFE INSU	LIFE INSURANCE - JULY	JULY 2021	07/14/21	1,625.00	138360
499-000-231-052	P/R Deductions-Life Ins	MINNESOTA LIFE INSU	LIFE INSURANCE - JULY	JULY 2021	07/14/21	13.00	138360
732-000-393-035	Reserve-Health & Life	MINNESOTA LIFE INSU	LIFE INSURANCE - JULY	JULY 2021	07/14/21	223.61	138360
Total For Check 138360						1,861.61	
Check 138361							
101-000-257-056	WATER - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE JUNE 2021	000779-014543 JUN 21	07/14/21	200.87	138361
101-000-257-056	ELECTRIC - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE JUNE 2021	000779-014543 JUN 21	07/14/21	375.60	138361
101-200-825-910	ELECTRIC 640 PLUM	MUNICIPAL SERVICE	001153-020385 640 PL	051121-061421	07/14/21	94.03	138361
101-200-825-920	WATER - 3172 BIDDLE	MUNICIPAL SERVICE	001153-021333 WATE	051421-061821	07/14/21	602.73	138361
101-200-825-920	WATER 3058 1ST SPKL	MUNICIPAL SERVICE	034055-021743 3058	1051721-061721	07/14/21	175.56	138361
101-200-825-920	WATER 463 MULBERR	MUNICIPAL SERVICE	001153-026885 463 M	051021-061021	07/14/21	281.16	138361
101-200-825-920	15 SUPERIOR JUNE 202	MUNICIPAL SERVICE	15 SUPERIOR JUNE 202	56833 JUNE 2021	07/14/21	43.20	138361

07/21/2021

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 #
101-200-825-920	17 SUPERIOR JUNE 202	MUNICIPAL SERVICE	17 SUPERIOR JUNE 202	691832 JUNE 2021	07/14/21	146.50	138361
101-336-825-910	ELECTRIC 266 MAPLE	MUNICIPAL SERVICE	266 MAPLE JUNE 2021	009821-018747 JUN 21	07/14/21	1,052.65	138361
101-336-825-920	WATER 266 MAPLE	MUNICIPAL SERVICE	266 MAPLE JUNE 2021	009821-018747 JUN 21	07/14/21	183.06	138361
101-448-750-240	PARKS-OPERATING EXF	MUNICIPAL SERVICE	000000-067569 WATEI	051221-061421	07/14/21	48.43	138361
101-750-825-910	ELECTRIC - 2727 VAN A	MUNICIPAL SERVICE	2727 VAN ALSTYNE JU	016375-017803 JUN 21	07/14/21	596.69	138361
101-750-825-910	ELECTRIC - 2306 4TH	MUNICIPAL SERVICE	2306 4TH JUNE 2021	029023-006227 JUN 21	07/14/21	1,243.41	138361
101-750-825-920	WATER - 2727 VAN AL	MUNICIPAL SERVICE	2727 VAN ALSTYNE JU	016375-017803 JUN 21	07/14/21	124.75	138361
101-750-825-920	WATER - 2306 4TH	MUNICIPAL SERVICE	2306 4TH JUNE 2021	029023-006227 JUN 21	07/14/21	32.12	138361
101-756-825-910	ELECTRIC - 3131 3RD	MUNICIPAL SERVICE	3131 3RD JUNE 2021	028511-017633 JUN 21	07/14/21	7,028.28	138361
101-756-825-920	WATER - 3131 3RD	MUNICIPAL SERVICE	3131 3RD JUNE 2021	028511-017633 JUN 21	07/14/21	434.50	138361
202-440-825-420	TRAFFIC SIGNALS 1111	MUNICIPAL SERVICE	001349-014305 1111	060121-063021	07/14/21	853.28	138361
499-200-850-542	2698 BIDDLE SPRINKLE	MUNICIPAL SERVICE	2698 BIDDLE SPRINKLE	95015-027751 JUNE 21	07/14/21	103.00	138361
499-200-850-542	104 ELM SPRINKLER JU	MUNICIPAL SERVICE	104 ELM SPRINKLER JU	1153-027523 JUNE 21	07/14/21	186.84	138361
499-200-850-542	104 ELM CABLE JUNE 2	MUNICIPAL SERVICE	104 ELM CABLE JUNE 2	57023 JUNE 2021	07/14/21	6.00	138361
499-200-850-542	2401 EUREKA MAY 202	MUNICIPAL SERVICE	2401 EUREKA MAY 202	85239-027277 MAY 21	07/14/21	338.18	138361
525-750-825-910	ELECTRIC - 1 PINE BASF	MUNICIPAL SERVICE	1 PINE BASF JUNE 2021	044083-022795 JUN 21	07/14/21	44.86	138361
525-750-825-910	ELECTRIC - 3625 BIDL	MUNICIPAL SERVICE	3625 BIDDLE JUNE 202	001231-014199 JUN 21	07/14/21	594.31	138361
525-750-825-910	ELECTRIC - 3635 BIDL	MUNICIPAL SERVICE	3635 BIDDLE JUNE 202	001233-014201 JUN 21	07/14/21	864.86	138361
525-750-825-910	ELECTRIC - 4305 BIDL	MUNICIPAL SERVICE	4305 BIDDLE JUNE 202	001267-014215 JUN 21	07/14/21	796.48	138361
525-750-825-910	ELECTRIC - 4325 BIDL	MUNICIPAL SERVICE	4325 BIDDLE JUNE 202	001273-014219 JUN 21	07/14/21	762.29	138361
525-750-825-920	WATER - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE JUNE 202	001231-014199 JUN 21	07/14/21	119.15	138361
525-750-825-920	WATER - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE JUNE 202	001233-014201 JUN 21	07/14/21	32.12	138361
525-750-825-920	WATER - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE JUNE 202	001267-014215 JUN 21	07/14/21	62.73	138361
530-444-825-220	OPERATING EXPENSES-	MUNICIPAL SERVICE	068011-011323 3200	051221-061421	07/14/21	64.00	138361
530-444-825-910	ELECTRIC-BANK BLDG 3	MUNICIPAL SERVICE	068011-011323 3200	051221-061421	07/14/21	5,108.30	138361
530-444-825-920	WATER-BANK BLDG 32	MUNICIPAL SERVICE	068011-011323 3200	051221-061421	07/14/21	1,330.27	138361
Total For Check 138361						23,930.21	
Check 138363							
525-750-825-320	Medical Fees	OCCUPATIONAL HEALT	SHARMAYE BECRAFT - 713800135		07/14/21	86.50	138363
Total For Check 138363						86.50	

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 #
Check 138364 677-448-825-340	Employee Physical Exar	OCCUPATIONAL HEALT	ALEXANDER MASTROG	713790820	07/14/21	42.50	138364
			Total For Check 138364			42.50	
Check 138365 101-000-257-064	BCB19-0309 2295 17TH	PADEN MCCOWN	BD Bond Refund	BCB19-0309	07/14/21	300.00	138365
			Total For Check 138365			300.00	
Check 138366 101-750-750-222	Softball Program	PARK ATHLETIC SUPPL\	HOME PLATES, PICKLE	185562	07/14/21	120.00	138366
101-750-750-223	Playgrounds	PARK ATHLETIC SUPPL\	HOME PLATES, PICKLE	185562	07/14/21	680.00	138366
			Total For Check 138366			800.00	
Check 138367 101-000-257-064	BCB21-0096 823 HUDS	PELLA HOLDINGS, LLC	BD Bond Refund	BCB21-0096	07/14/21	4,000.00	138367
			Total For Check 138367			4,000.00	
Check 138368 525-750-750-250	Course Maintenance	PROPUMP & CONTROL	50% DEPOSIT TO STAR	4104	07/14/21	5,965.92	138368
			Total For Check 138368			5,965.92	
Check 138369 101-000-257-064	BCB20-0129 4314 19TH	RACHAEL VILLAGE	BD Bond Refund	BCB20-0129	07/14/21	2,500.00	138369
			Total For Check 138369			2,500.00	
Check 138370 290-448-825-491	Compost Tipping Fee	REGULATED RESOURCE	COMPOST DUMPING JI COM	JUN'21	07/14/21	3,150.00	138370
			Total For Check 138370			3,150.00	

Check 138371

07/21/2021

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 07/08/2021 - 07/21/2021

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-825-430	Garage-Police Vehicle	IRONY'S BODY SHOP	FRONT END ALIGNMEN	392639	07/14/21	70.00	138371
			Total For Check 138371			70.00	
Check 138372							
101-215-750-210	Office Supplies	RR DONNELLEY	BIRTH & DEATH PAPER	138473485	07/14/21	450.00	138372
			Total For Check 138372			450.00	
Check 138373							
101-000-257-064	BCB21-0114 519 Cedar	SABASTIAN PALAMARA	BD Bond Refund	BCB21-0114	07/14/21	500.00	138373
			Total For Check 138373			500.00	
Check 138374							
101-448-825-420	Building Services	SCHINDLER ELEVATOR	ELEVATOR PREVENTIVE	8105668629	07/14/21	390.20	138374
			Total For Check 138374			390.20	
Check 138375							
101-448-825-430	Garage-Police Vehicle	SOUTHGATE FORD	BODY REPAIR TO VP 7-	1398263	07/14/21	1,000.00	138375
			Total For Check 138375			1,000.00	
Check 138376							
101-000-257-064	BCB20-0137 2423 2ND	TAMAN MOHAMAD	BD Bond Refund	BCB20-0137	07/14/21	2,800.00	138376
			Total For Check 138376			2,800.00	
Check 138377							
731-000-231-040	Payroll W/H-Credit Uni	MICHIGAN LEGACY CRI	PENSION CREDIT UNIO	PENSION 7/15/21	07/15/21	475.00	138377
			Total For Check 138377			475.00	
Check 138378							
731-000-394-020	Reserve-MSC Retired B	MUNICIPAL SERVICE	DMS HEALTH INS PENS	PENSION 7/15/21	07/15/21	6,969.57	138378
			Total For Check 138378			6,969.57	

07/21/2021

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 #
Check 138379							
101-000-231-086	Pension Liability-DB (Er CITY OF WYANDOTTE R POLICE DEF BENEFIT		P/R ENDING 7/18/21	07/21/21		456.67	138379
	Total For Check 138379					456.67	
Check 138380							
101-000-231-084	Pension Liability-DB II ( CITY OF WYANDOTTE R CITY OF WYANDOTTE R P/R ENDING 7/18/21		07/21/21			3,295.13	138380
	Total For Check 138380					3,295.13	
Check 138381							
101-000-231-083	Pension Liability-DB II ( CITY OF WYANDOTTE R CITY OF WYANDOTTE R P/R ENDING 7/18/21		07/21/21			6,588.80	138381
	Total For Check 138381					6,588.80	
Check 138382							
101-000-231-030	P/R Deductions-Union FOP LODGE 111	FOP LODGE 111	P/R ENDING 7/18/21	07/21/21		76.00	138382
	Total For Check 138382					76.00	
Check 138383							
101-000-231-030	P/R Deductions-Union IAFF LOCAL #356	IAFF LOCAL #356	P/R ENDING 7/18/21	07/21/21		1,150.86	138383
	Total For Check 138383					1,150.86	
Check 138384							
101-000-231-087	Pension Liability-DC (Er ICMA RETIREMENT COI ICMA RETIREMENT COI P/R ENDING 7/18/21		07/21/21			9,649.18	138384
101-000-231-088	Pension Liability-DC (Er ICMA RETIREMENT COI ICMA RETIREMENT COI P/R ENDING 7/18/21		07/21/21			4,824.57	138384
499-000-231-087	Pension Liability-DC (Er ICMA RETIREMENT COI ICMA RETIREMENT COI P/R ENDING 7/18/21		07/21/21			211.25	138384
499-000-231-088	Pension Liability-DC (Er ICMA RETIREMENT COI ICMA RETIREMENT COI P/R ENDING 7/18/21		07/21/21			105.62	138384
	Total For Check 138384					14,790.62	
Check 138385							
101-000-231-087	Pension Liability-DC (Er ICMA RETIREMENT COI ICMA RETIREMENT COI P/R ENDING 7/18/21		07/21/21			8,395.17	138385
101-000-231-088	Pension Liability-DC (Er ICMA RETIREMENT COI ICMA RETIREMENT COI P/R ENDING 7/18/21		07/21/21			4,197.53	138385
	Total For Check 138385					12,592.70	

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 #
Check 138386							
101-000-231-030	P/R Deductions-Union	MICHIGAN AFSCME CO	DPS UNION DUES	P/R ENDING 7/18/21	07/21/21	241.67	138386
Total For Check 138386						241.67	
Check 138387							
101-000-231-030	P/R Deductions-Union	POLICE OFFICERS ASSO	POLICE OFFICERS ASSO	P/R ENDING 7/18/21	07/21/21	1,117.98	138387
Total For Check 138387						1,117.98	
Check 138388							
101-000-231-070	P/R Deductions-Deferr	RELIANCE TRUST COMI	AXA TRUST ID# 015549	P/R ENDING 7/18/21	07/21/21	6,500.00	138388
101-000-231-070	P/R Deductions-Deferr	RELIANCE TRUST COMI	AXA TRUST ID# 015549	P/R ENDING 7/18/21	07/21/21	65.00	138388
Total For Check 138388						6,565.00	
Check 138389							
101-000-231-030	P/R Deductions-Union	THIN BLUE LINE OF MI	THIN BLUE LINE OF MI	P/R ENDING 7/18/21	07/21/21	10.00	138389
Total For Check 138389						10.00	
Check 138390							
101-000-231-087	Pension Liability-DC (Er	VANTAGE POINT TRAN	VANTAGE GC & DPS R	P/R ENDING 7/18/21	07/21/21	2,150.00	138390
101-000-231-088	Pension Liability-DC (Er	VANTAGE POINT TRAN	VANTAGE GC & DPS R	P/R ENDING 7/18/21	07/21/21	2,150.00	138390
499-000-231-087	Pension Liability-DC (Er	VANTAGE POINT TRAN	VANTAGE GC & DPS R	P/R ENDING 7/18/21	07/21/21	50.00	138390
499-000-231-088	Pension Liability-DC (Er	VANTAGE POINT TRAN	VANTAGE GC & DPS R	P/R ENDING 7/18/21	07/21/21	50.00	138390
Total For Check 138390						4,400.00	
Check 138391							
101-000-231-087	Pension Liability-DC (Er	VANTAGE POINT TRAN	VANTAGE POLICE AND	P/R ENDING 7/18/21	07/21/21	1,748.05	138391
101-000-231-088	Pension Liability-DC (Er	VANTAGE POINT TRAN	VANTAGE POLICE AND	P/R ENDING 7/18/21	07/21/21	1,748.05	138391
Total For Check 138391						3,496.10	
Check 138392							

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-200-825-330	Legal Fees	WILLIAM R LOOK, PROI	WILLIAM R LOOK	P/R ENDING 7/18/21	07/21/21	3,077.00	138392
			Total For Check 138392			3,077.00	
Check 9421							
101-750-925-780	Rentals (Seniors/Porta	JACEE DEUCEE PORTA C	PARK PORTA CAN REN	123656	07/14/21	490.00	9421
101-750-925-780	Rentals (Seniors/Porta	JACEE DEUCEE PORTA C	PORTA CAN RENTALS	123288	07/14/21	220.00	9421
499-200-925-802	Farmers Market	ACEE DEUCEE PORTA C	WFM PORTOPOTTIES JI	124045	07/14/21	200.00	9421
525-750-750-250	Course Maintenance	ACEE DEUCEE PORTA C	PORTA CAN RENTALS	123288	07/14/21	220.00	9421
			Total For Check 9421			1,130.00	
Check 9422							
677-136-825-340	Employee Physical Exar	ADAMS OHM	BACKGROUND CHECKS	4040	07/14/21	31.00	9422
677-336-825-340	Employee Physical Exar	ADAMS OHM	BACKGROUND CHECKS	4040	07/14/21	31.00	9422
			Total For Check 9422			62.00	
Check 9423							
492-200-825-460	Resurfacing	AL'S ASPHALT PAVING	FILE #4800 - 2021 HMA	ENG EST #6	07/14/21	130,994.73	9423
			Total For Check 9423			130,994.73	
Check 9424							
101-215-750-210	Office Supplies	AMERICAN LEGAL PUB	5 ORDINANCE LINKS OI	9301	07/14/21	25.00	9424
			Total For Check 9424			25.00	
Check 9425							
101-336-825-430	Auto Maintenance	AUTO-WARES INC	OIL 10W30	334-481996	07/14/21	32.72	9425
101-336-825-430	Auto Maintenance	AUTO-WARES INC	40QT BAG OIL DRI	334-482299	07/14/21	106.60	9425
101-336-825-430	Auto Maintenance	AUTO-WARES INC	15W40 3 GAL	334-482568	07/14/21	145.14	9425
101-336-825-430	Auto Maintenance	AUTO-WARES INC	MOP	334-482669	07/14/21	94.47	9425
			Total For Check 9425			378.93	

Check 9426

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
202-440-825-460	Resurfacing	B & B CONCRETE PLACI	166 MAPLE SIDKEWALI	10173	07/14/21	1,000.00	9426
			Total For Check 9426			1,000.00	
Check 9427							
101-336-750-220	Operating Expenses	BAKERS GAS & WELDIN	PROPANE	09253557	07/14/21	114.18	9427
101-336-750-222	Medical/Rescue Suppli	BAKERS GAS & WELDIN	MEDICAL OXYGEN/PRC	01683037	07/14/21	208.77	9427
101-448-750-260	Garage-Operating Expe	BAKERS GAS & WELDIN	CYLINDER RENTAL JUN	09253500	07/14/21	163.40	9427
101-448-750-260	Garage-Operating Expe	BAKERS GAS & WELDIN	STOCK OXYGEN FOR DI	01683082	07/14/21	43.98	9427
101-756-825-420	Bldg & Equip Maintena	BAKERS GAS & WELDIN	CO2	09253288	07/14/21	44.82	9427
			Total For Check 9427			575.15	
Check 9428							
677-200-825-450	Worker's Comp Insurar	BROADSPIRE SERVICES	ACCOUNT MANAGEME	101286933	07/14/21	750.00	9428
677-200-825-450	Worker's Comp Insurar	BROADSPIRE SERVICES	ACCOUNT MANAGEME	101286933	07/14/21	2,909.00	9428
677-200-825-450	Worker's Comp Insurar	BROADSPIRE SERVICES	ACCOUNT MANAGEME	101286933	07/14/21	2,450.00	9428
677-200-825-450	Worker's Comp Insurar	BROADSPIRE SERVICES	CONTRACT RECONCILI	101288427	07/14/21	1,397.00	9428
			Total For Check 9428			7,506.00	
Check 9429							
101-448-750-245	Parks-Downtown Main	CAREFREE LAWN CENT	PLANTS FOR PLANTERS	953966	07/14/21	159.99	9429
101-448-750-270	Building Maintenance	CAREFREE LAWN CENT	PLANTS FOR PLANTERS	953966	07/14/21	414.97	9429
492-200-850-522	Parks-Community Gard	CAREFREE LAWN CENT	STONE FOR COMMUNI	941483	07/14/21	111.00	9429
492-200-850-522	Parks-Community Gard	CAREFREE LAWN CENT	STONE FOR COMMUNI	941987	07/14/21	111.00	9429
492-200-850-522	Parks-Community Gard	CAREFREE LAWN CENT	STONE FOR COMMUNI	941358	07/14/21	111.00	9429
492-200-850-522	Parks-Community Gard	CAREFREE LAWN CENT	STONE FOR COMMUNI	942106	07/14/21	74.00	9429
			Total For Check 9429			981.96	
Check 9430							
260-136-825-229	MIDC Attorneys	CHRISTOPHER J. BOGA	COURT APPOINTED AT	06282021	07/14/21	425.00	9430
260-136-825-229	MIDC Attorneys	CHRISTOPHER J. BOGA	COURT APPOINTED AT	06292021	07/14/21	450.00	9430
260-136-825-229	MIDC Attorneys	CHRISTOPHER J. BOGA	COURT APPOINTED AT	07062021	07/14/21	200.00	9430

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260-136-825-229	MIDC Attorneys	CHRISTOPHER J. BOGA	COURT APPOINTED AT 06302021		07/14/21	400.00	9430
260-136-825-229	MIDC Attorneys	CHRISTOPHER J. BOGA	COURT APPOINTED AT 07012021		07/14/21	300.00	9430
260-136-825-229	MIDC Attorneys	CHRISTOPHER J. BOGA	COURT APPOINTED AT 07022021		07/14/21	100.00	9430
Total For Check 9430						1,875.00	
Check 9431							
101-448-750-261	Garage-Gasoline & Oil	CORRIGAN OIL CO	FUEL FOR GOLF COURS	7300848-IN	07/14/21	1,816.54	9431
Total For Check 9431						1,816.54	
Check 9432							
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAI	COURT APPOINTED AT 06302021		07/14/21	75.00	9432
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAI	COURT APPOINTED AT 06272021		07/14/21	100.00	9432
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAI	COURT APPOINTED AT 06282021		07/14/21	300.00	9432
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAI	COURT APPOINTED AT 07012021		07/14/21	200.00	9432
Total For Check 9432						675.00	
Check 9433							
525-750-750-250	Course Maintenance	CROWN TROPHY	MEMORIAL TREE PLATI	460	07/14/21	198.00	9433
Total For Check 9433						198.00	
Check 9434							
260-136-825-229	MIDC Attorneys	DAVID MICHAEL BOGA	COURT APPOINTED AT 06302021		07/14/21	100.00	9434
Total For Check 9434						100.00	
Check 9435							
677-301-825-320	Worker's Comp-Medic	DRS HARRIS BIRKHILL	V KENNETH P GROAT - S	HBI470078	07/14/21	46.00	9435
Total For Check 9435						46.00	
Check 9436							
101-840-750-210	Office Supplies	ELECTION SOURCE	ICP PAPER ROLLS & VO	21-2111	07/14/21	195.94	9436
Total For Check 9436						195.94	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9437							
101-336-825-430	Auto Maintenance	EMERGENCY VEHICLES	RECEPT WEATHERPRO(002395		07/14/21	156.94	9437
			Total For Check 9437			156.94	
Check 9438							
530-444-825-220	Operating Expenses-Ba	EXPERT MECHANICAL S	3200 BIDDLE 1& 2ND F 513214		07/14/21	728.39	9438
			Total For Check 9438			728.39	
Check 9439							
101-136-925-790	Miscellaneous	FULLY PROMOTED/EM	HALF DOWN FOR DEPC E37946		07/14/21	429.90	9439
			Total For Check 9439			429.90	
Check 9440							
101-440-825-490	C of C Inspectors	GENE H STEPHENS	INSPECTIONS	062121-070421	07/14/21	167.50	9440
			Total For Check 9440			167.50	
Check 9441							
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06162021		07/14/21	200.00	9441
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06212021		07/14/21	250.00	9441
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06222021		07/14/21	100.00	9441
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06232021		07/14/21	225.00	9441
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06242021		07/14/21	175.00	9441
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06282021		07/14/21	100.00	9441
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCI	COURT APPOINTED AT 06292021		07/14/21	200.00	9441
			Total For Check 9441			1,250.00	
Check 9442							
101-440-825-490	C of C Inspectors	GREGORY M. GARRISO	INSPECTIONS	062121-070421	07/14/21	329.00	9442
			Total For Check 9442			329.00	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9443							
101-336-750-222	Medical/Rescue Suppli	J & B MEDICAL SUPPLY	FIRST AID SUPPLIES	7466589	07/14/21	22.05	9443
			Total For Check 9443			22.05	
Check 9444							
101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOL	PLAN REVIEW	062121-070421	07/14/21	483.00	9444
			Total For Check 9444			483.00	
Check 9445							
101-440-825-490	C of C Inspectors	JEFFERY CARLEY	INSPECTIONS	062121-070421	07/14/21	859.00	9445
			Total For Check 9445			859.00	
Check 9446							
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWAF	SHOP SUPPLIES	72990	07/14/21	4.35	9446
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWAF	SHOP SUPPLIES	73034	07/14/21	8.83	9446
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWAF	SHOP SUPPLIES	73047	07/14/21	56.97	9446
101-750-750-235	Cleaning Supplies	JERRY'S ACE HARDWAF	WINDEX	73033	07/14/21	11.38	9446
101-750-825-490	Field Maintenance & S	JERRY'S ACE HARDWAF	EXTENSION CORD, ETC.	72997	07/14/21	71.71	9446
			Total For Check 9446			153.24	
Check 9447							
101-448-750-270	Building Maintenance	LANDSCAPE SUPPLY IN	REPLACEMENT BOXWC	731510-01	07/14/21	784.00	9447
			Total For Check 9447			784.00	
Check 9448							
101-448-750-240	Parks-Operating Expen	LECKLER'S INC	MOTOMIX FUEL AND B	241688	07/14/21	520.92	9448
101-448-750-240	Parks-Operating Expen	LECKLER'S INC	SUPLLIES FOR PARKS A	241691	07/14/21	826.87	9448
101-448-750-242	Parks-Equipment	LECKLER'S INC	14 IN CHAIN SAW AND	241687	07/14/21	903.95	9448
			Total For Check 9448			2,251.74	

Check 9449

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-136-750-228	Regional Wellness & R	MARK DIEBOLD	RWRC COORDINATOR	06282021	07/14/21	644.00	9449
			Total For Check 9449			644.00	
Check 9450							
101-448-750-231	Const-Signage,Striping, MI	CUSTOM SIGNS	NEW FARMERS MARKE	21269	07/14/21	290.48	9450
			Total For Check 9450			290.48	
Check 9451							
525-750-750-250	Course Maintenance	P & W GOLF SUPPLY LL	TEE TOWELS, MISC SUF	INV79092	07/14/21	195.55	9451
			Total For Check 9451			195.55	
Check 9452							
525-750-825-350	Printing	PARAGRAFIX	SCORE CARDS	19668	07/14/21	785.56	9452
525-750-825-350	Printing	PARAGRAFIX	SCORE CARDS FOR GOI	19614	07/14/21	194.00	9452
			Total For Check 9452			979.56	
Check 9453							
525-750-825-550	Cart Rental	PIFER GOLF CARS INC	AUGUST 2021 LEASE	23491	07/14/21	4,116.66	9453
			Total For Check 9453			4,116.66	
Check 9454							
101-253-825-350	Printing	PROFROMA TEAM MAI	GREEN CHECKS - 1000	BQ34001816B	07/14/21	1,610.30	9454
			Total For Check 9454			1,610.30	
Check 9455							
101-750-825-490	Field Maintenance & S	PROMOUNDS, INC.	FIELD MARKER, HOME	INV150018	07/14/21	714.25	9455
			Total For Check 9455			714.25	
Check 9456							
101-448-750-220	Sanitation-Operating E	QUANTA CONTAINERS	55 GALLON DRUMS RE	18506	07/14/21	1,397.00	9456
			Total For Check 9456			1,397.00	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9457							
101-750-825-430	Contractual Services	RAMIREZ ELECTRIC INC	WORK DONE AT BISHO 15969A		07/14/21	625.00	9457
492-200-850-524	Recreation-City Parks	RAMIREZ ELECTRIC INC	WORK DONE AT BISHO 15969B		07/14/21	1,750.00	9457
			Total For Check 9457			2,375.00	
Check 9458							
101-448-750-270	Building Maintenance	RELIABLE DOOR SERVICE	REPAIR OF ROOF UP D 2628		07/14/21	120.00	9458
			Total For Check 9458			120.00	
Check 9459							
101-440-825-490	C of C Inspectors	RONALD E KEEHN	INSPECTIONS	062121-070421	07/14/21	1,040.00	9459
			Total For Check 9459			1,040.00	
Check 9460							
101-448-825-431	Garage-Other Vehicle	SELKING INTERNATIONAL	PARTS FOR VPS 29 VIN 10551021P		07/14/21	345.60	9460
			Total For Check 9460			345.60	
Check 9461							
101-448-750-260	Garage-Operating Expense	SHRADER TIRE & OIL	FILTERS STOCK DPS	58523-01	07/14/21	123.30	9461
101-448-750-260	Garage-Operating Expense	SHRADER TIRE & OIL	NEW TIRES AND REPAIR	586845-00	07/14/21	1,151.07	9461
			Total For Check 9461			1,274.37	
Check 9462							
101-448-825-480	Parks-Memorial Park	G SKARZYNSKI'S LANDSCAPE	OAKWOOD CEMETERY	1318	07/14/21	750.00	9462
101-448-825-483	Contracted Grass Cutting	SKARZYNSKI'S LANDSCAPE	HIGH GRASS CUTS	1319	07/14/21	125.00	9462
101-448-825-483	Contracted Grass Cutting	SKARZYNSKI'S LANDSCAPE	HIGH GRASS CUTS	1326	07/14/21	450.00	9462
101-448-825-483	Contracted Grass Cutting	SKARZYNSKI'S LANDSCAPE	HIGH GRASS CUTS	1324	07/14/21	800.00	9462
101-448-825-483	Contracted Grass Cutting	SKARZYNSKI'S LANDSCAPE	HIGH GRASS CUTS	1327	07/14/21	325.00	9462
			Total For Check 9462			2,450.00	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9463							
101-336-750-222	Medical/Rescue Suppl	STERICYCLE INC	HAZARDOUS WASTE	4010211330	07/14/21	171.00	9463
			Total For Check 9463			171.00	
Check 9464							
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - LUNA	1921341	07/14/21	40.00	9464
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - ANN, LORI I	1920887	07/14/21	290.00	9464
			Total For Check 9464			330.00	
Check 9465							
101-845-750-230	Postage	THE UPS STORE-#4826	TEST MAILING	00000064055	07/14/21	12.82	9465
			Total For Check 9465			12.82	
Check 9466							
499-200-925-802	Farmers Market	THE VINTAGE MARKET	WFM 2021, WEEK 9 AN	1005	07/14/21	576.92	9466
			Total For Check 9466			576.92	
Check 9467							
101-440-825-490	C of C Inspectors	THOMAS P KERR	INSPECTIONS	062121-070421	07/14/21	436.50	9467
101-440-825-491	Electrical Inspectors	THOMAS P KERR	INSPECTIONS	062121-070421	07/14/21	190.00	9467
			Total For Check 9467			626.50	
Check 9468							
101-440-825-492	Plumbing Inspectors	TIMOTHY THOMPSON	INSPECTIONS	062121-070421	07/14/21	325.00	9468
101-440-825-493	Mechanical Inspectors	TIMOTHY THOMPSON	INSPECTIONS	062121-070421	07/14/21	655.00	9468
			Total For Check 9468			980.00	
Check 9469							
101-448-750-231	Const-Signage,Striping, ULINE		SHOP SUPPLIES CABLE	135136497	07/14/21	283.17	9469
			Total For Check 9469			283.17	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9470							
530-444-825-215	Cleaning-Bank Bldg	VETERAN'S CLEANING	CITY HALL CLEANING JL 21-2006		07/14/21	4,041.00	9470
			Total For Check 9470			4,041.00	
Check 9471							
101-440-825-490	C of C Inspectors	WALTER CZARNIK	INSPECTIONS	062121-070421	07/14/21	636.00	9471
101-440-825-491	Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	062121-070421	07/14/21	1,255.00	9471
			Total For Check 9471			1,891.00	
Check 9472							
101-448-750-270	Building Maintenance	WEISKOPF INDUSTRIES	SHOP SUPPLIES	175194	07/14/21	166.52	9472
			Total For Check 9472			166.52	
Check 9473							
101-448-750-231	Const-Signage,Striping,	WENSCO SIGN SUPPLY	SUPPLIES FOR SIGN SH	3420897	07/14/21	34.74	9473
			Total For Check 9473			34.74	
Check 9474							
101-448-750-270	Building Maintenance	WYANDOTTE ELECTRIC	REPLACEMENT BATTER	596175	07/14/21	464.79	9474
101-448-750-270	Building Maintenance	WYANDOTTE ELECTRIC	REPLACEMENT LIGHT B	596208-0	07/14/21	61.80	9474
101-448-750-270	Building Maintenance	WYANDOTTE ELECTRIC	REPLACEMENT LIGHTIN	593385-0	07/14/21	327.20	9474
			Total For Check 9474			853.79	
Check 9475							
731-000-228-021	Due to State-W/H	STATE OF MICHIGAN TI	STATE OF MICHIGAN TI	PENSION 7/15/21	07/15/21	12,656.26	9475
732-000-228-021	Due to State-W/H Tax	(STATE OF MICHIGAN TI	STATE OF MICHIGAN TI	PENSION 7/15/21	07/15/21	33.02	9475
			Total For Check 9475			12,689.28	
Check 9476							
525-750-925-770	Taxes	STATE OF MICHIGAN TI	SALES TAX STATE OF M	JUNE 2021	07/15/21	504.39	9476
			Total For Check 9476			504.39	

07/21/2021

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 07/08/2021 - 07/21/2021

JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9477							
731-000-228-024	Due to Federal-Income U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 7/15/21	07/15/21		61,239.16	9477
732-000-228-024	DUE TO FEDERAL-W/H U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 7/15/21	07/15/21		353.32	9477
Total For Check 9477						61,592.48	
Check 9478							
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		9,634.97	9478
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		19,493.69	9478
285-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		11.74	9478
285-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		50.22	9478
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		306.43	9478
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		71.65	9478
525-000-228-010	Due to Social Security	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		116.82	9478
525-000-228-010	Due to Social Security	INTERNAL REVENUE SE	INTERNAL REVENUE SE P/R ENDING 7/18/21	07/21/21		499.46	9478
Total For Check 9478						30,184.98	
Check 9479							
101-000-231-070	P/R Deductions-Deferr	MASSMUTUAL FINANC	MASS MUTUAL FINANC P/R ENDING 7/18/21	07/21/21		2,826.07	9479
101-000-231-070	P/R Deductions-Deferr	MASSMUTUAL FINANC	MASS MUTUAL FINANC P/R ENDING 7/18/21	07/21/21		1,045.00	9479
499-000-231-070	P/R Deductions-Deferr	MASSMUTUAL FINANC	MASS MUTUAL FINANC P/R ENDING 7/18/21	07/21/21		3.43	9479
Total For Check 9479						3,874.50	
Check 9480							
101-000-231-040	P/R Deductions-Credit	MICHIGAN EDUCATION	MICHIGAN EDUCATION P/R ENDING 7/18/21	07/21/21		250.00	9480
Total For Check 9480						250.00	
Check 9481							
101-000-228-021	Due to State-W/H Tax (STATE OF MICHIGAN TI	STATE OF MICHIGAN TI	P/R ENDING 7/18/21	07/21/21		12,632.18	9481
285-000-228-021	Due to State-W/H Tax (STATE OF MICHIGAN TI	STATE OF MICHIGAN TI	P/R ENDING 7/18/21	07/21/21		34.43	9481
499-000-228-021	Due to State-W/H Tax (STATE OF MICHIGAN TI	STATE OF MICHIGAN TI	P/R ENDING 7/18/21	07/21/21		68.36	9481

07/21/2021

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE  
 EXP CHECK RUN DATES 07/08/2021 - 07/21/2021  
 JOURNALIZED PAID  
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
525-000-228-021	State Tax W/H-General	STATE OF MICHIGAN TI	STATE OF MICHIGAN TI	P/R ENDING 7/18/21	07/21/21	149.79	9481
			Total For Check 9481			12,884.76	
Check 9482							
101-000-228-024	Due to Federal-W/H Ta	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 7/18/21	07/21/21	33,519.62	9482
285-000-228-024	Due to Federal-W/H Ta	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 7/18/21	07/21/21	84.02	9482
499-000-228-024	Due to Federal-W/H Ta	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 7/18/21	07/21/21	130.04	9482
525-000-228-024	Due to Federal-W/H Ta	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 7/18/21	07/21/21	81.99	9482
			Total For Check 9482			33,815.67	
Fund Totals:							
			Fund 101 General Fund			203,836.27	
			Fund 202 Major Street Fund			1,853.28	
			Fund 260 Michigan Indigent Defense			3,900.00	
			Fund 285 Special Events Fund			180.41	
			Fund 290 Solid Waste Disposal Fund			3,150.00	
			Fund 492 TIFA Consolidated Fund			133,151.73	
			Fund 499 DDA tax increment Finance Fund			2,466.86	
			Fund 525 Municipal Golf Course Fund			43,469.34	
			Fund 530 Building Rental Fund			11,481.96	
			Fund 677 Self Insurance Fund			9,465.50	
			Fund 701 Trust Fund			77,475.83	
			Fund 731 Retirement System Fund			81,339.99	
			Fund 732 Retiree Health Care Fund			2,084.53	
			Total For All Funds:			573,855.70	
			Pension Payroll			545,022.08	
			Payroll			253,571.99	
			TOTAL			1,372,449.77	

This is to certify that the above vouchers amounting to \$1,372,449.77 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

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**RESOLUTION**

Item Number: #  
Date: July 26, 2021

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

RESOLVED that the total bills and accounts of \$1,372,449.77 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

**YEAS**

**COUNCIL**

**NAYS**

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\_\_\_\_\_

**Alderman**  
**Calvin**  
**Crayne**  
**Hanna**  
**Shuryan**  
**Stec**

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## REPORTS & MINUTES

### **Downtown Development Authority Meeting Minutes**

5:30 PM, June 8<sup>th</sup>, 2021

#### **FIRST ANNUAL PUBLIC INFORMATION MEETING AND A REGULAR MEETING AGENDA**

Hybrid Meeting Held In-Person at City Council Chambers, 3200 Biddle Avenue and  
Via the Zoom Audio-only Virtual Platform

**MEMBERS PRESENT:** Scott Jordan, Bryan Kozinski, Anne Majlinger, Patt Slack, Leo Stevenson,

**MEMBERS EXCUSED:** Mayor Rob DeSana, Rick DeSana, John Jarjosa, Norm Walker

**OTHERS PRESENT:** Joe Gruber, DDA Director

**PUBLIC COMMENT:** None present

#### **APPROVAL OF MINUTES & AGENDA:**

Minutes from May 2021 Meeting and Agenda for June 2021 Meeting

**Motion by S. Jordan, Supported by L. Stevenson, to approve the Minutes from the May 2021 DDA meeting and the agenda for the June 2021 DDA meeting. All in favor, motion carried.**

**INFORMATION TO RECEIVE & PLACE ON FILE:** None

#### **MONTHLY REVENUE/EXPENDITURE REPORT**

**Monthly Revenue and Expenditure Reports:** Period Ending May 31<sup>st</sup>, 2021

**Motion by L. Stevenson, Supported by B. Kozinski, to accept and approve the Monthly Revenue and Expenditure Report for May 31<sup>st</sup>, 2021. Roll Call. All in Favor. Motion carried.**

#### **ONGOING PROJECTS & BUSINESS:**

Director Gruber outlined the public informational meeting requirements of the State of Michigan's Public Act 57 of 2018. Director Gruber shared an informational report regarding the Downtown Development Authority's budget and activities conducted throughout the year. His informational meeting provided a detailed overview of DDA Administration and Staff; Downtown Corridor Maintenance and Improvements; Downtown Business Assistance and Stimulus Funds; Downtown Marketing, Promotions; and Miscellaneous Operations.

## **NEW PROJECTS & BUSINESS:**

**DDA Committee Meetings: FY 2021-2022:** Director Gruber provided an overview of the upcoming budget process, citing that the DDA Finance and Grant Committee and the DDA Design and Promotions Committee would be meeting to provide priority projects for consideration in the upcoming Fiscal Year beginning October 1<sup>st</sup>, 2021 through September 30<sup>th</sup>, 2022. Director Gruber stated that he hoped to return to the DDA Board during the next regular meeting in July with a Draft budget to approve and send on to the City Council.

**Grand Dad's Tent and Covered Patio:** Director Gruber shared background regarding Grand Dad's Bar (located at 132 Sycamore Street) making attempts to improve the exterior aesthetic, function and features of their commercial storefront and outdoor café. Director Gruber shared two obstacles that the owners of Grand Dad's Bar have been facing.

First, in 2003, the former property owner and redeveloper installed outdoor patios and cafes along Sycamore Street in the City's public property and right-of-way by executing a Grant of License; any permanent alterations made in this right-of-way must be approved in conjunction with an amended grant of license. Second, the Design-Review Board voted down several proposals regarding changes to the exterior of the building due to a lack of uniformity in the proposed improvements.

The Board discussed a brief history of design and aesthetics in the Downtown District, an overview of the Design-Review Board, and the role the DDA plays in influencing public improvements, placemaking, planning, design strategies and decisions. B. Kozinski is the DDA's newly appointed member of the Design-Review Board in accordance with the local ordinance. Together, B. Kozinski and Director Gruber will approach the Design-Review Board with a recommendation to approve the overhead canopy and covered patio space.

**Wyandotte Street Art Fair Social District Operations:** Director Gruber highlighted some decisions that were just made at a recent Wyandotte Street Art Fair Committee Meeting, including the official decisions to not hold a large entertainment area with traditional beer tents. Director Gruber went on to explain that the Wyandotte Social District would remain active and service the public right-of-way and Art Fair footprint throughout the duration of the event. The Board discussed the excitement building around the Street Fair and the major potential the Social District could play in helping support the business community. The board discussed how the Social District Operations could be temporarily amended to maximize the positive outcomes for the business community during the Street Fair.

**Motion by L. Stevenson, Supported by A. Mailinger., to (1) request Mayor and City Council to revoke Resolution 2021-124, rescinding the Moratorium on the Wyandotte Social District during the Wyandotte Street Art Fair from 11:00 AM, Monday, July 5th, 2021 through 8:00 PM on Saturday, July 10th, 2021, and (2) to request Mayor and City Council to grant an extension of the hours of operation of the Wyandotte Social District**

**during the Wyandotte Street Art Fair from 8:00 PM to 10:00 PM from Wednesday July 7th through Saturday, July 10th, 2021, and (3) to allocate \$5,000 from the DDA Existing Business Stimulus Fund to the Wyandotte Police Department for additional support during this extension if deemed necessary by the Chief of Police, Mayor and City Council upon review.**

**NEXT REGULAR MEETING:** 5:30 PM, July 13<sup>th</sup>, 2021

**ADJOURNMENT:** 6:04 PM

**Motion by A. Majlinger, supported by B. Kozinski, to adjourn the meeting. All in favor, motion carried.**

Respectfully Submitted,

Joe Gruber, DDA Director

**CITY OF WYANDOTTE  
PLANNING COMMISSION  
Minutes of the Thursday, June 17, Meeting  
MINUTES AS RECORDED**

**CALL TO ORDER:** The meeting was called to order at 6:30 by Vice Chairperson Lupo. This was a virtual auto-only meeting.

**COMMISSIONERS PRESENT:** Kelly, Kowalewski, Lupo, Rutkowski, Sarnacki

**COMMISSIONERS EXCUSED:** Duran, Parker, Pasko

**ALSO PRESENT:** Michelle Bennett, Planning Consultant  
Peggy Green, recording secretary

**COMMUNICATIONS:**

None

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING**

- Motion by Commissioner Rutkowski, supported by Commissioner Kelly to approve the minutes of the regular Meeting of May 20, 2021, with the following correction:  
Public Hearing#03292021 – Outdoor Café at 3203 Biddle Item #7 Tables to be arranged to provide 60 inches of paved walking surface for pedestrians and add #10 The occupancy limit for the proposed outdoor café is 16 persons.

**OLD BUSINESS:**

- None

**NEW BUSINESS:**

- 1. Public Hearing #05242021** – Major Biddles, Jeremy Syrocki, Owner and Appellant have applied for a change to the Outdoor Café by adding an additional 700 square feet outdoor café area at 930 Biddle Avenue, Wyandotte, Michigan. The property is zoned B-2 (General Business District) and accordance to the City's Zoning Ordinance, Section 2202.S.2 a site drawing showing the detailed plan of the outdoor café must be submitted to and approved by the Planning Commission.

MOTION BY COMMISSIONER KOWALEWSKI, supported by Commissioner Rutkowski THAT THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that the Commission reviewed the application and plan for the additional 700 square foot outdoor café at 930 Biddle Avenue as requested by Major Biddles (Appellant);

AND BE RESOLVED that the Permit for an Outdoor Café on Private Property at 930 Biddle Avenue, Wyandotte, is hereby APPROVED with compliance of all ordinance requirements and the conditions below prior to use as an outdoor café:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD) Zoning District, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café is approved provided a variance to Section 2202.S.7 is granted by the Zoning Board of Appeals.
3. Outdoor Café will be constructed in accordance with the site plan submitted by Owner/Applicant dated 06/02/2021.
4. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
5. Compliance with all Police, Fire and City Engineer requirements.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Occupancy is limited to 64 persons. (This includes previously approved café.)
9. A 6 foot privacy fence to be wood with live plantings.

YEAS: KELLY, KOWALEWSKI, LUPO, RUTKOWSKI, SARNACKI

NAYS: NONE ABSENT: DURAN, PARKER, PASKO

MOTION PASSED

### **OTHER BUSINESS:**

Monthly report from City Planner

### **BILLS AND ACCOUNT:**

Motion by Commissioner Rutkowski, supported by Commissioner Sarnacki to:

1. Pay Beckett & Raeder for Planning Consultant fee for: May 2021 - \$700.00. Motion passed

**MOTION TO ADJOURN:** A motion was made by Member Rutkowski, supported by Member Sarnacki to adjourn the meeting at 7:05 p.m. Motion carried.

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**Public Hearing #05242021** – Major Biddles, Jeremy Syrocki, Owner and Appellant have applied for a change to the Outdoor Café by adding an additional 700 square feet outdoor café area at 930 Biddle Avenue, Wyandotte, Michigan.

Vice Chairperson Lupo opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Jeff Syrocki, present.

Mr. Syrocki explained that he wants to add 6 tables and umbrellas on the north end of the building. There will be a black iron fence, and a 6' fence by the residential area. Mr. Syrocki continued that he wants to add more outdoor seating, since Covid, people would rather be outside, plus it would be an asset and nice addition to the business.

Commissioner Rutkowski commented that with 6 tables, his impression was that there would be 42 more people. Mr. Syrocki stated that on his application he put 34 more seats. Commissioner Rutkowski confirmed that it was not 42. Mr. Syrocki stated that 34 is correct, and that was what he put on the application.

Vice Chairperson Lupo asked if the customers would be using the main door on Biddle. Mr. Syrocki replied yes. Vice Chairperson Lupo asked if the customers would be escorted to the area where they want to dine. Mr. Syrocki replied yes. Vice Chairperson Lupo asked if the customers would exit at the gate at the parking lot. Mr. Syrocki replied that is an option or they could use the front door.

Vice Chairperson Lupo asked if the hours would be 10 to 10. Mr. Syrocki replied Sundays, they would be open until 8, Monday through Thursday until 9, and weekends until 10.

Vice Chairperson Lupo expressed concern about it getting darker, and customers exiting to the parking lot, and asked about the lighting. Mr. Syrocki explained that there is very good lighting in the parking lot, and there is also a light on back of the building by the patio. Mr. Syrocki added that there would also be planter boxes by the area where people are pulling in.

Commissioner Kelly discussed the capacity, and asked for the justification for exceeding the limit. Mr. Syrocki replied since Covid, more people want to eat outside, and he is trying to provide more seating outside of building, and added that the patio is seasonal.

Commissioner Kowalewski asked if the current limit is 32 person. Mr. Syrocki replied that on his permit it states 30 persons. Commissioner Kowalewski confirmed Mr. Syrocki is asking for 34 more, the total would now be 64 persons. Mr. Syrocki stated that was correct.

Commissioner Kowalewski asked about the 6' fence material. Mr. Syrocki stated that it would be wood with a live wall (vines on it), it will look nice, there will be flower boxes on top with greenery, it will look nice for the neighborhood.

Commission Kowalewski commented that if approved, Mr. Syrocki will still have to appeal to the Zoning Board of Appeals and Adjustment.

Mr. Syrocki stated again that 30 is existing now, wants to add 34 new, with a total of 64 persons. The 74 person total is incorrect.

Communications from City Engineer, Notification of Nonconformance, Police Chief and Fire Chief was read into the record.

## OFFICIALS

Theodore H. Galeski  
CITY ASSESSOR

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER



MAYOR  
Robert A. DeSana

COUNCIL  
Robert Alderman  
Chris Calvin  
Kaylyn Crayne  
Todd Hanna  
Rosemary Shuryan  
Kelly M. Stec

GREGORY J. MAYHEW, P.E.  
CITY ENGINEER

June 10, 2021

Stan Pasko, Chairperson  
Planning Commission  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

**RE: Outdoor Café at 930 Biddle Avenue  
Major Biddles**

Dear Mr. Pasko:

The undersigned has reviewed the application for the proposed outdoor café at 930 Biddle Avenue. This café is located in the B-2, general business zoning district. Note an approved outdoor café already exists on this property. The owner is now proposing to expand the outdoor café. The following stipulations should be considered for your review:

- The proposed café addition measures 27 feet by 30 feet and is proposed to be located just north of the existing outdoor café.
- The proposed café will be enclosed by 6 foot high solid fencing on the west, as this property shares an alley with residentially zoned properties. The remaining enclosure will be black iron fence on the north and east fence lines.
- Section 2202.S.7 of the Wyandotte Zoning ordinance limits the capacity of outdoor cafes in a B-2 zoning district to 35% of the capacity of the restaurant. The restaurant has an occupancy limit of 99 persons. The existing café has an occupancy limit of 32 persons. The proposed café expansion would allow for an additional 42 occupants. Thus, the total café occupancy would be 74 occupants, thereby exceeding the maximum allowable café occupancy by 39 occupants.
- If approved, the gate shall be equipped with panic hardware for emergency egress.
- If approved, a 44 inch wide aisle shall be maintained for egress from the new café.
- If approved, the occupancy limit for the proposed expanded outdoor café is 74 persons.
- A fire extinguisher will be required in the outdoor café, located at the direction of the Wyandotte Fire Chief.

The plans do meet the requirements of the City of Wyandotte Zoning Ordinance. The enclosed outdoor café plans are provided for your review and recommendation.

If you have any questions you may contact the undersigned at (734) 324 - 4554.

Sincerely,

Gregory J. Mayhew  
City Engineer  
CC: Fire Chief

**OFFICIALS**

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Theodore H. Galeski



**MAYOR**  
Robert A. DeSana

**COUNCIL**  
Robert Alderman  
Chris Calvin  
Kaylyn Crayne  
Todd Hanna  
Rosemary Shuryan  
Kelly M. Stec

June 2<sup>nd</sup>, 2021

**TO:** Jesus Plasencia, Assistant City Engineer  
Kelly Roberts, Neighborhood Services and Development Coordinator

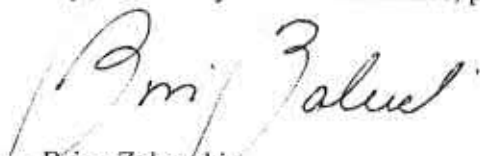
**FROM:** Brian Zalewski, Chief of Police

**SUBJECT: OUTDOOR CAFÉ REQUEST – 930 Biddle Ave., Major Biddles**

I have no objections to the additional outdoor service area as illustrated on the drawings submitted by the applicant, with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.
- The applicant already has an outdoor alcohol serving license from the LCC and this additional outdoor serving area may be covered by that license. The applicant can confirm this with the LCC.
- If approved for serving alcoholic beverages outside, it must be contained in a well-defined and clearly marked area outside of the licensed premises.

If you need any further assistance, please do not hesitate to contact me.

  
Brian Zalewski  
Chief of Police

## Plan, Fire Alarm, and Fire Suppression Review

### Wyandotte Fire Department

Submitted By: Thomas Lyon

Date/Time Submitted: Jun 2, 2021 at 15:11

#### Internal Form only

#### General Information

Date: Jun 2, 2021 \*

Address: 930 Biddle \*

Additional Information: Outdoor cafe, plans in file.

Type of System: ☒ Fire Alarm  
☐ Fire Suppression  
☐ Commercial Cooking  
☐ Other

#### Fire Department

Plan Review: ☒ Approved  
☐ Not Approved  
☐ Partially Approved

Comments: final review and approval from engineering.

IFC 2015 section 105.4.4 Approved Documents, Construction documents approved by the fire code official are approved with the intent that such construction documents comply in all respects with this code. Review and approval by the fire code official shall not relieve the applicant of the responsibility of compliance with this code.

Completed By: Lyon, Thomas

#### Other Required Plan Review/Permits

##### Electrical

Electrical Plan Review  
/Permit Required: ☒ Yes  
☐ No

Electrical Plan Review  
Completed:

##### Plumbing / Mechanical

Plumbing / Mechanical Plan  
Review / Permit Required: ☒ Yes  
☐ No

Plumbing / Mechanical Plan  
Review Completed:

#### Permit Fees

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Total:

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Total:

**City of Wyandotte**  
**PLANNING COMMISSION**  
***Minutes of the Thursday, May 20, 2021, Meeting***  
**MINUTES AS RECORDED**

The meeting was called to order by Chairperson Pasko at 6:30 p.m. This was a virtual auto-only meeting.

COMMISSIONERS PRESENT: Duran, Kelly, Kowalewski, Lupo, Parker, Pasko, Rutkowski

COMMISSIONERS EXCUSED: Sarnacki

ALSO PRESENT: Gregory J. Mayhew, City Engineer  
Jesus Plasencia, Assistant City Engineer  
Michelle Bennett, Planning Consultant  
Kelly Roberts, Recording Secretary

**COMMUNICATIONS:**

Communications were received and placed on file.

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Lupo, to approve the minutes of the regular Meeting of April 15, 2021. MOTION PASSED.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

**1. Public Hearing #03232021** – Franks Pizza, Joshua Cade, Appellant, and Hunt Bros. Realty, Owners have applied for an Outdoor Café with occupancy of 50 persons at 3144 Biddle Avenue, Wyandotte, Michigan. The property is zoned CBD (Central Business District) and in accordance to the City's Zoning Ordinance, Section 2202.S.2 a site drawing showing the detailed plan of the outdoor café must be submitted to and approved by the Planning Commission.

MOTION BY COMMISSIONER KOWALEWSKI, supported by Commissioner Rutkowski, that the Commission reviewed the application and plan for the outdoor café at 3144 Biddle Avenue, Wyandotte, located on City property, as requested by Franks Pizza, Appellant; AND

WHEREAS, the Commission approves the application provided the outdoor café complies with all ordinance requirements and the conditions below prior to use as an outdoor café:

1. The outdoor café is subject to all conditions applicable to an outdoor café on private property in accordance with Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.

9. Furniture to be wooden picnic tables on Sycamore and grey metal tables and chairs on Biddle Avenue.

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PARKER, PASKO, RUTKOWSKI

NAYS: NONE ABSENT: SARNACKI

MOTION PASSED

- 3. Public Hearing #04202021** – Grand Dad's Bar, Hisam Elawad, Appellant, and Affinity 3 Investments, Owners have applied for a change to the Outdoor Café by adding a permanent awning covering entire outdoor café area at 132 Sycamore, Wyandotte, Michigan. The property is zoned CBD (Central Business District) and accordance to the City's Zoning Ordinance, Section 2202.S.2 a site drawing showing the detailed plan of the outdoor café must be submitted to and approved by the Planning Commission.

MOTION BY COMMISSIONER LUPO, supported by Commissioner Rutkowski, that the request of Grand Dad's Bar, Hisam Elawad, Appellant, and Affinity 3 Investments, Owner for a change to the outdoor café at 132 Sycamore by adding a black awning over the entire outdoor café area, is hereby DENIED.

REASON: The proposed awning would not be uniform in size or color with the existing building awnings.

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PARKER, PASKO, RUTKOWSKI

NAYS: NONE ABSENT: SARNACKI

MOTION PASSED

#### **OTHER BUSINESS:**

- Monthly Report from Michelle Bennett, Beckett & Raeder.

#### **BILLS AND ACCOUNT:**

MOTION BY COMMISSIONER LUPO, supported by Commissioner Parker to:  
Pay Beckett & Raeder for Planning Consultant fee for April 2021 in the amount of \$700.00  
Yearly dues for Michigan Association of Planning for 07/1/21 to 06/30/22 \$675

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PARKER, PASKO, RUTKOWSKI

NAYS: NONE ABSENT: SARNACKI

MOTION PASSED

#### **MOTION TO ADJOURN:**

MOTION BY COMMISSIONER RUTKWOSKI, supported by Commissioner Kowalewski to adjourn the meeting at 7:30 p.m.

Mr. Rauch indicated that they will be using wooden picnic tables on the Sycamore side and iron/metal tables and chairs on Biddle Avenue. Mr. Rauch further indicated that the picnic table would be varnished and have their name on the top of the table, they will look very nice.

Chairperson Pasko asked if there are any other comments from the Commissioners. There being none the hearing was closed.

Communication from the City Engineer was read into the record.

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**Public Hearing #04202021** – Grand Dad's Bar, Hisam Elawad, Appellant, and Affinity 3 Investments, Owners have applied for a change to the Outdoor Café by adding a permanent awning covering entire outdoor café area at 132 Sycamore, Wyandotte, Michigan.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Mr. Hisam Elawad, owner of Grand Dad's Bar. Mr. Elawad indicated that he is looking to place an awning covering the entire outdoor café area at 132 Sycamore which will extend to the sidewalk area so customer will not have to come inside if the weather is bad. Mr. Elawad indicated that the adjacent tenants are in favor of this request and indicated that Bobcat Bonnies is also considering doing the same thing. Mr. Elawad indicated that he would make the awing green to match the other awnings on the building if that was more acceptable then black.

Chairperson Pasko asked about the adjacent space 138 Sycamore.

Mr. Elawad indicated that he is leasing that area also.

Commissioner Kowalewski asked if there was one (1) owner to the building.

Mr. Elawad indicated yes Affinity 3 Investments, LLC.

Lynn Kearney, 3175 Van Alstyne, Wyandotte. Mrs. Kearney indicated that she can see the building from her home and she feels that all the awnings on the building should be uniform and not just one (1) of the tenant spaces have the larger awning with a different color.

Chairperson Pasko asked if there are any other comments from the Commissioners. There being none the hearing was closed.

Communication from the City Engineer was read into the record.

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H03232021

**OFFICIALS**

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Theodore H. Galeski



**BRIAN ZALEWSKI**  
**CHIEF OF POLICE**

**MAYOR PRO TEMPORE**  
Robert A. DeSana

**COUNCIL**  
Leonard T. Sabuda

Megan Maiani

Chris Calvin

Donald C. Schultz

Robert Alderman

**TO:** Jesus Plasencia, Assistant City Engineer

**DATE:** April 26, 2021

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

**SUBJECT: OUTDOOR CAFÉ REQUEST – Frank's Café 3144 Biddle Ave.**

**CC:** Clerk's Office  
Kelly Roberts, Development Coordinator

I have no objections to the proposal for the outdoor service area as illustrated on the engineering drawings submitted by the applicant for Frank's Café at 3144 Biddle Ave. with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.
- I presume that the applicant intends to make application to the Michigan Liquor Control Commission (LCC) for the serving of alcoholic beverages on-site which is obviously prevalent in the operation of a banquet facility. If they intend to serve in their outdoor areas, approval will be required from the LCC for an outdoor café.
- If approved for serving alcoholic beverages outside, it must be contained in a well-defined and clearly marked area outside of the licensed premises.

If you need any further assistance with this proposed outdoor café, please do not hesitate to contact me at your convenience.

Brian Zalewski  
Chief of Police

**OFFICIALS:**

**CITY CLERK**

Lawrence S. Stec

**TREASURER**

Todd M. Browning

**CITY ASSESSOR**

Theodore H. Galeski



**BRIAN ZALEWSKI**  
CHIEF OF POLICE

#03292021

**MAYOR PRO TEMPORE**

Robert A. DeSana

**COUNCIL**

Leonard T. Sabuda

Megan Maiani

Chris Calvin

Donald C. Schultz

Robert Alderman

**TO:** Jesus Plasencia, Assistant City Engineer

**DATE:** April 28<sup>th</sup>, 2021

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

**SUBJECT: OUTDOOR CAFÉ REQUEST – Sweet Arrangements – 3203 Biddle Ave.**

**CC:** Clerk's Office

Kelly Roberts, Development Coordinator

I have no objections to the proposal for the outdoor service area as illustrated on the drawings submitted by the applicant for Sweet Arrangements, 3203 Biddle Ave., with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.

If you have any questions please do not hesitate to contact me.

Brian Zalewski  
Chief of Police

**RETIREMENT COMMISSION MEETING MINUTES**  
**Friday – March 19, 2021**  
**VIRTUAL ZOOM AUDIO MEETING**

Meeting called to order at 9:00 a.m. by Chairman LaManes

ROLL CALL:

PRESENT: Commissioners: Brohl, Browning, Harkleroad, LaManes, Lyon, Roberts, Szczechowski

ALSO PRESENT: Frank Deeter—Oppenheimer & Company  
Tanner Robinson – Oppenheimer & Company  
Larry Stec - Secretary  
William Look – City Attorney

ABSENT: None

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Harkleroad

RESOLVED that the minutes held under the date of February 19, 2021 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Tanner Robinson made the presentation and spoke of the following highlights:

- Good February
- Funds doing well
- Some volatility last week of the month
- Inflation concerns due to stimulus checks and vaccine roll out
- Value out-performing growth
- Portfolios are diversified and in line with policies

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Lyon

RESOLVED by the Wyandotte Employees Retirement Commission that the monthly report from

Mr. Tanner Robinson of Oppenheimer & Company, Inc. regarding the February 2021 market segment fluctuations for the City of Wyandotte Employees (DB-1) be received and placed on file.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Lyon

RESOLVED by the Wyandotte Retirement Commission that the monthly report from

Mr. Tanner Robinson of Oppenheimer & Company, Inc. regarding the February 2021 market segment fluctuations for the City of Wyandotte Retirement Commission (DB-2) be received and placed on file.

MOTION UNANIMOUSLY CARRIED

UNFINISHED BUSINESS:

Member Harkleroad questioned if any thought had been given to verifying eligibility for retirement benefits as discussed last month.

MOTION by Commission Harkleroad, SUPPORTED by Commission Brohl

RESOLVED by the Wyandotte Retirement Commission to refer the issue of verification of eligible members to Mr. Todd Drysdale's Office for a review and report back at the April meeting.

MOTION UNANIMOUSLY CARRIED

ADJOURNMENT:

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Harkleroad  
RESOLVED, that the meeting be adjourned at 9:18 a.m.

MOTION UNANIMOUSLY CARRIED

A handwritten signature in black ink, appearing to read "Lawrence S. Stec", with a long horizontal flourish extending to the right.

Lawrence S. Stec, Secretary  
Wyandotte Employee Retirement Commission  
March 19, 2021

## **RETIREMENT COMMISSION MEETING MINUTES**

**Friday-April 16, 2021**

### **VIRTUAL ZOOM AUDIO MEETING**

Meeting called to order by Chair LaManes at 9:00 A.M.

Roll Call

PRESENT: BROWNING, HARKLEROAD, LA MANES, LYON, ROBERTS, SZCZECOWSKI

ALSO PRESENT: FRANK DEETER AND TANNER ROBINSON (Oppenheimer & CO), LARRY STEC, SECRETARY,  
WILLIAM LOOK, CITY ATTORNEY

ABSENT: BROHL

MOTION: LYON/HARKLEROAD To accept minutes of March 19, 2021 meeting/ ROLL ATTACHED

ITEMS #1, & #2,

Tanner Robinson presented performance report for February, 2021, Highlights include:

- Strong March
- Equities at all time highs
- Vaccines, infrastructure bill, and re-opening of the world economy driving markets
- Inflation being brushed aside in favor of growth
- Value still out performing growth
- Time in the market beats timing the market

MOTION: Browning/Harkleroad To receive and file reports for both plans, DB-1 and DB-2as presented by Mr. Robinson

ROLL: Unanimous

#### **UNFINISHED BUSINESS:**

Chairman LaManes reported back to the commission on the request from last month regarding the verification of members receiving a retirement benefit. "Death audits", as they are referred to, can be conducted by outside auditing firms. Two firms were suggested to The Commission by Plante & Moran and GRS. He went on to report that this service comes at a fee of \$6.00 per member with approximately 295 participants equaling an approximate cost of \$2,000.00.

MOTION: Browning/Harkleroad To direct Chairman LaManes to seek formal quotes for a "Death Audit" of the system.

ROLL: UNANIMOUS

MOTION TO ADJOURN: HARKLEROAD/SZCZECOWSKI

ROLL: UNANIMOUS

MEETING ADJOURNED AT 9:34 A.M.

**RETIREMENT COMMISSION MEETING MINUTES**  
**Friday – July 16, 2021**  
**Location: Council Chambers, City Hall, 3200 Biddle Hall**

Meeting called to order at 9:00 a.m. by Chairman Todd Browning

ROLL CALL:

PRESENT: Commissioners: Brohl, Browning, Harkleroad, Lyon, Roberts, Szczechowski

ALSO PRESENT: Frank Deeter—Oppenheimer & Company

Susan Schultz in for Larry Stec - Secretary

William Look – City Attorney

ABSENT: Commissioner Paul LaManes

Tanner Robinson – Oppenheimer & Company

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Harkleroad

RESOLVED that the minutes held under the date of June 18, 2021 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Frank Deeter made the presentation and spoke of the following highlights:

- June (Last month of 2<sup>nd</sup> Qtr.) was a great month for Equity and Fixed Income Markets
- Both Portfolios were up 1.45% and 1.46% for the month
- Performance was led by Large Cap Growth and Small Cap Equities
- Lagging for the month was Large Cap Value and International Equities
- Fixed Income benefitted from falling Interest Rates on the 10-year U.S. Treasury, despite higher-than-expected inflation data
- Oppenheimer & Company recommends the raising of \$1.15mm for future distributions to the retired participants as follows: \$590,000 from VIVIX (Vanguard large value) and \$560,000 from VIGIX (Vanguard large growth)

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Harkleroad

RESOLVED by the Wyandotte Employees Retirement Commission that through Oppenheimer's recommendation of the raising of \$1.15mm for future distributions to the retired participants as follows: \$590,000 from VIVIX (Vanguard large value) and \$560,000 from VIGIX (Vanguard large growth)

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Harkleroad

RESOLVED by the Wyandotte Employees Retirement Commission that the monthly report from

Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the June 2021 market segment fluctuations for the City of Wyandotte Employees (DB-1) be received and placed on file.

MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Roberts

RESOLVED by the Wyandotte Retirement Commission that the monthly report from

Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the June 2021 market segment fluctuations for the City of Wyandotte Retirement Commission (DB-2) be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

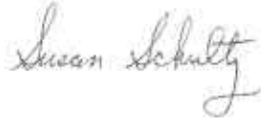
- Next Council Meeting, Commissioner Robert Szczechowski will be reappointed to the Retirement Commission for his two-year term
- Per Commissioner Robert Szczechowski, Paul LaManes will have the Death Audit Report completed for next month's meeting

ADJOURNMENT:

MOTION by Commissioner Harkleroad, SUPPORTED by Commissioner Brohl

RESOLVED, that the meeting be adjourned at 9:15 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 Retirement Commission 7/16/2021