

### **AGENDA**

### REGULAR SESSION

### MONDAY, OCTOBER 18, 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**

• Blue & Gold Honorees

### 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.

<u>CONSENT AGENDA</u> 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 10.04.2021
- 2. WOW 360 December Event Location Request
- 3. St. Stephens Church Event Request Trunk or Treat
- 4. SEMCOG Transportation Equity and Sustainable Infrastructure Planning Grant: Downtown Capital Improvements and Infrastructure Plan
- 5 Leaf Collection Schedule for 2021
- 6 Sidewalk Encroachment at 785 Forest
- 7. Annual Wayne County Right of Way Permits for Maintenance, Pavement Restoration and Special Events

### **NEW BUSINESS**

- 8. Citizen Communication J. Ruffner
- 9. Promotion of Fire Fighter Brian Hunley to Fire Sergeant
- 10. Purchase of 2021 Ford F-150 for the Fire Department
- 11. First & Final Reading #1518: Adoption of Revised Code of Ordinances
- 12. First & Final Reading #1519: Adoption of Floodplain Management Ordinance
- 13. Kiwanis Park Long Term Stewardship Plan
- 14. Public Hearing Request: 140-142 Maple Street: Commercial Facilities Exemption Certificate (CFEC)
- 15. Wyandotte Street Art Fair 2022: DDA Recommendation regarding Social District Operations

### **BILLS & ACCOUNTS**

### **REPORTS & MINUTES**

DDA Meeting Minutes 7/13/2021 Fire Commission 8/24/2021 Recreation Commission 9/21/2021

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

**NEXT MEETING OF THE CITY COUNCIL:** NOVEMBER 1, 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, October 4, 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.

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

ABSENT: None

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

PRESENTATIONS
PRESENTATION OF PETITIONS
PUBLIC HEARINGS
UNFINISHED BUSINESS

### CALL TO THE PUBLIC

### **CONSENT AGENDA**

### **2021-301 MINUTES**

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED that the minutes of the meetings held under the date of September 27, 2021, be approved as recorded, without objection.

Motion unanimously carried.

### 2021-302 2021 HALLOWEEN TRICK-OR-TREAT HOURS

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police in recommending the 2021 Halloween "Trick or Treat" hours be established between 5:30 p.m. and 7:30 p.m. on Sunday, October 31st, 2021.

Motion unanimously carried.

### 2021-303 WYANDOTTE SHRED DAY – REQUEST TO USE CITY PROPERTY

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED that Council Concurs with the Wyandotte Municipal Services Commission in utilizing Energy Optimization (EO) Administration funding to host a city-wide shred day to promote and educate environmentally responsible recycling of paper through safe and secure shredding; AND BE IT FURTHER RESOLVED that the Wyandotte City Council authorizes use of the City Hall Parking Lot for Shred Day on Saturday, October 16, 2021 between 9 AM and 12 PM. Motion unanimously carried.

### **NEW BUSINESS**

### 2021-304 2022 WYANDOTTE STREET ART FAIR

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED that Council approves the request of the Special Event Coordinator to approve of the road closure for the City of Wyandotte Street Art Fair scheduled for July 13th through the 16th 2022.

1. Permission to allow the city sidewalks listed below to be used during the Art Fair only, July 11-18 (this includes set up and tear down dates), and by those merchants who are issued permits from the Art Fair Committee/Special Events Office:

Biddle Avenue, Eureka to Chestnut Street

Oak Street, Van Alstyne to Third Street

Elm Street, Van Alstyne to Third Street

Maple Street, Van Alstyne to Third Street

Sycamore Street, Van Alstyne to Third Street

Eureka Road, Van Alstyne to Third Street

First Street, Oak to Maple

Further, this permission should extend only to those merchants who have been issued a permit. They are not authorized to sub-contract their space. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 32-1.

- 2. Permission for the use of First Street from Oak to Maple Street for the display and sale of handmade craft items as authorized by the Wyandotte Street Art Fair Committee/Staff and the utilization the Parking Lot # 10 on First Street for their crafter parking.
- 3. Permission for a non-profit group/organization to have paid parking in parking lot # 11 from July 13 through July 16 funds from this lot are to return to the non-profit/organization with a small percentage to be donated to the Wyandotte Street Art Fair.
- 4. The Wyandotte Street Art Fair Committee request that outdoor sale and drinking of all alcoholic beverages be done by a licensed vendor which will be authorized by the Art Fair Committee as had been done pre-2021. Enforcement of this policy should be authorized by the Wyandotte Police Department under Ordinance 25-9. It is to be prohibited for any person to bring in their own alcoholic beverages at the Wyandotte Street Art Fair.
- 5. Permission to utilize the Chase Bank Building Parking Lot, area closest to Third Street, July 8 through July 11, as a parking lot for with a charge for the benefit of the Wyandotte Goodfellows and Old Time Ballplayers.
- 6. Permission to utilize the waterfront parking lot #1, grassy area, and adjacent between Elm and Oak, for entertainment and refreshment area.
- 7. Permission to utilize Biddle Avenue, from Eureka to Plum Street, to be utilized as a designated parking area, under the control of the Wyandotte Boat Club, subject to approval and coordination of the Department of Legal Affairs, Engineering Dept. and Police Department.
- 8. Permission to use 20 spaces in the city lot across from the DCA during the fair to be used for artist parking from July 11th through 16th 2022.
- 9. Permission for the use Parking #9 Northwest corner of 2nd Street and Maple from July 13 through July 16th 2022 funds from this lot are to return to the non-profit/organization with a percentage to be donated to the Wyandotte Street Art Fair.

Motion unanimously carried.

### 2021-305 PURCHASE OF NEW VIDEO RECORDING SYSTEM – 27<sup>TH</sup> DIST. COURT

By Councilperson Hanna, supported by Councilperson Stec

Authorize the Mayor and City Clerk to sign the proposal from BIS Digital in the amount of \$12,917.65 for the purchase of a New Video Recording System using FY2021 budgeted funds from account number 101-136-850-510 with reimbursement from the MSP Grant for \$6,057.57 to defray the cost of this video equipment.

Motion unanimously carried.

### 2021-306 WFD PROMOTION – FF J. BROWN TO SERGEANT

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED by the Mayor and City Council that Council concurs with the recommendation of the Fire Chief and the Police and Fire Commission to promote Fire Fighter Jesse Brown to the rank of Fire Sergeant.

Motion unanimously carried.

### 2021-307 PURCHASE OF HIGH-SPEED TABULATORS & ADJUDICATION SYSTEM

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED that Council approves the purchase of 2 high-speed tabulators and adjudication software at a cost of \$92,551 from Dominion Voting Systems to ensure the Clerk is able to continue to provide safe, secure, and efficient elections; AND

BE IT FURTHER RESOLVED this expenditure will be made using funds received under the American Rescue Plan Act (ARPA) which allows the discretionary use of funds for election equipment due to revenue loss associated with the pandemic; AND

BE IT FURTHER RESOLVED the City Administrator is directed to make the necessary budget amendments to the 2022FY budget for the receipt of the ARPA funds and the increase in the expenditure line-item for election equipment (account 101-840-850-540) for \$92,551. Motion unanimously carried.

### 2021-308 DOWNTOWN CAPITAL IMPROVEMENTS/INFRASTRUCTURE PLANNING CONTRACT

By Councilperson Hanna, supported by Councilperson Stec

BE IT RESOLVED that the City Council concurs with the recommendation of the DDA Director and BE IT FURTHER RESOLVED that the City Council hereby approves the City of Wyandotte -

Downtown Development Authority Capital Improvement Plan (CIP) Financing Plan Proposal submitted by Wade Trim in an amount up to and not to exceed \$45,000.00. Motion unanimously carried.

### 2021-309 ENG HIRING: CLERK TYPIST 1 – A. COATNEY

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Human Resource Specialist regarding the hiring of a Clerk Typist I-Class Code 25A for the Engineering and Building Department; AND

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Andrea Coatney as a Clerk Typist I at Class Code 25A within the Engineering and Building Department contingent on the successful completion of a physical and drug screen examination. Motion unanimously carried.

### 2021-310 SALE OF FORMER 3339 15<sup>TH</sup> ST.

By Councilperson Hanna, supported by Councilperson Stec

Council concurs with the recommendation of the City Engineer regarding the sale of the former 3339 15th Street Wyandotte; AND

BE IT RESOLVED that Council accepts the offer from Epic Property Management, LLC to acquire the former 3339 15th Street for the amount of \$9,000.00; 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.

### 2021-311 EMERGENCY REPAIRS TO UTILITY VEHICLE #63

By Councilperson Hanna, supported by Councilperson Stec

Resolved by the Mayor and Council that Council has received and placed on file the communication from the City Engineer and approves the repairs to Utility Vehicle #63 by Michigan CAT in the amount of \$4,570.00, to be paid for from Account #101-448-825-431 Garage-Other Vehicle Maintenance, in accordance with the Emergency Procurement section of the procurement rules and policies adopted by the City Council on January 9, 2017.

Motion unanimously carried.

### 2021-312 BILLS & ACCOUNTS

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED that the total bills and accounts of \$7,344,584.37 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

### **REPORTS & MINUTES**

**WMS** Commission

09/22/2021

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

### **ADJOURNMENT**

### 2021-313 ADJOURNMENT

By Councilperson Hanna, supported by Councilperson Stec

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:07 p.m. Motion unanimously carried.

Lawrence S. Stec, City Clerk

### **RESOLUTION**

		Item Nu	mber: #1
		Date: October	18, 2021
RESOLUTION by Councilperso	on		
RESOLVED that the minutes of without objection.	Ethe meetings held under the d	lates of October 4, 2021 be approved as re	ecorded,
I move the adoption of the fore	going resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	1		
YEAS	COUNCIL	NAYS	
	Alderman Calvin		

Crayne Hanna Shuryan Stec

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 2

### **ITEM:** WOW 360 December Event Location Request

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

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

**BACKGROUND:** Below please find the requested dates for streets/property WOW 360 Event Productions would like to utilize for special events to take place in December of 2021 and January 2022.

Requesting the use of Old Theatre Lot to erect a 60' x 150' and 40' x 100' tents December 15, 2021– Jan 2, 2022. The tent will be the host to, Santa Pub Crawl, Winter Beer & Holiday Cocktail Festival and Rockin' NYE.

### Street Closures:

NYE STREET CLOSURES: Requesting streets to be closed at 12 pm on Thursday Dec 30, 2021 and reopened at Saturday, Jan 1, 2022 at 12 pm Use locking fence and / or barricades to block road way.

Place No Parking signs on Elm & 1st Street on Dec 29, 2021, No Parking Thursday – Friday.

- Elm Place Road Closure Barricades at Biddle (west) & Elm
- Elm Place Road Closure Barricades at CVS Parking Lot Entrance,
- 1st Street Parking Lot Entrance (allow cars to park in lot 1st Street & Elm Behind Willow Tree
- Bike rack around event permeator (see map)
- Inter locking fence behind stage (see map)

This request has been reviewed and approved by all Department Heads. Insurance from the tent company and a signed hold harmless agreement, created by the Department of Legal Affairs must be on file prior to tent set up. Municipal Service staff must be on site when the tents are set up. A point of contact for the tents must be given to the Special Events Office that can be on site for problem solving if needed at any time during the time the tents will be on city property.

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

<u>ACTION REQUESTED:</u> It is requested the City Council concur with the support of the Special Events Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their events held December 15th 2021 through January 2nd 2022.

<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u> Any overtime costs from city services will be paid by WOW 360 Event Productions

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

### **LIST OF ATTACHMENTS:**

1. Dec 2021 City Requests

### RESOLUTION

Item Number: #2

Date: October 18, 2021 RESOLUTION by Councilperson Requesting the use of Old Theatre Lot to erect a 60' x 150' and 40' x 100' tents December 15, 2021 – Jan 2, 2022. The tent will be the host to, Santa Pub Crawl, Winter Beer & Holiday Cocktail Festival and Rockin' NYE. Street Closures: NYE STREET CLOSURES: Requesting streets to be closed at 12 pm on Thursday Dec 30, 2021 and reopened at Saturday, Jan 1, 2022 at 12 pm Use locking fence and / or barricades to block road way. Place No Parking signs on Elm & 1st Street on Dec 29, 2021, No Parking Thursday – Friday. • Elm – Place Road Closure Barricades at Biddle (west) & Elm • Elm - Place Road Closure Barricades at CVS Parking Lot Entrance, • 1st Street – Parking Lot Entrance (allow cars to park in lot • 1st Street & Elm – Behind Willow Tree • Bike rack around event permeator (see map) • Inter locking fence behind stage (see map) This request has been reviewed and approved by all Department Heads. Insurance from the tent company and a signed hold harmless agreement, created by the Department of Legal Affairs must be on file prior to tent set up. Municipal Service staff must be on site when the tents are set up. A point of contact for the tents must be given to the Special Events Office that can be on site for problem solving if needed at any time during the time the tents will be on city property. I move the adoption of the foregoing resolution. MOTION by Councilperson \_\_\_\_\_ SUPPORTED by Councilperson

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

# Santa Pub Crawl / Detroit River Cocktail Showdown / Rockin' NYE Dec 31, 2021 Downtown Wyandotte

### **Contact Info:**

 Julie Law – 360 Event Productions ilaw@360EventProductions.com

### **Use of Old Theater Lot:**

Requesting the use of Old Theatre Lot to erect a 60' x 150' and 40' x 100' tents December 15, 2021— Jan 2, 2022. The tent will be the host to, Santa Pub Crawl, Winter Beer & Holiday Cocktail Festival and Rockin' NYE.

### **Street Closures:**

**NYE STREET CLOSURES:** Requesting streets to be closed at **12 pm on Thursday Dec 30, 2021** and reopened at **Saturday, Jan 1, 2022 at 12 pm** Use locking fence and / or barricades to block road way. (see map) NO WOOD BARRICADES FOR STREET CLOSURES. PEOPLE RUN THEM OVER, IT'S NOT SAFE.

Place No Parking signs on Elm & 1<sup>st</sup> Street on Dec 29, 2021, No Parking Thursday – Friday. (see map)

- Elm Place Road Closure Barricades at Biddle (west) & Elm
- Elm Place Road Closure Barricades at CVS Parking Lot Entrance,
- 1<sup>st</sup> Street Parking Lot Entrance (allow cars to park in lot
- 1st Street & Elm Behind Willow Tree
- Bike rack around event permeator (see map)
- Inter locking fence behind stage (see map)

### Electrical

More details to follow closer to the event.

- Access to power source in grass lot
- Access to tree power
- Access to 50 AMP pole power for stage
- We'll contact Miss Dig 10 days prior to mark where the underground wires.

### **DPW Request**

- Trash Cans (15) trash cans with extra liners placed throughout the event area.
- Small dumpster to be dropped in parking lot next to old theatre lot
- Mobile stage to be delivered on Dec 30 at 11am / open on Dec 31 @ 9am

### Yack Arena Request:

• Use of Gator. Will pick up on Dec 30, store at the 142 building until Yack is open again in 2022.

### **Tear Down:**

- Stage to be removed Jan 1 by 11 am
- Roads to be opened by Jan 1 by 12 pm

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 3

**ITEM:** St. Stephens Church Event Request - Trunk or Treat

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

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

**BACKGROUND:** Please see the below information for St. Stephen's Church to hold a Truck or Treat event on October 31st 2021. This event has been reviewed and approved by the Department of Public Service, Department of Recreation, Police Department and Municipal Service with the recommendation they sign a hold harmless agreement created by the Legal Department and add the city of Wyandotte to their insurance policy.

Who: St. Stephen's Church When: October 31st 12 to 2 pm

Where: City owned parking lot across from the Downriver Council for the Arts on Chestnut

and First Street

During the event the approaches and driveways to the parking area will be roped off to allow the children to walk freely within the parking lot.

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

<u>ACTION REQUESTED:</u> We request your support of this event and send along needed paperwork to the Special Events Coordinator, Department of Public Service and Recreation Department.

### **BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

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

### **LIST OF ATTACHMENTS:**

- 1. trunk or treat application
- 2. map for application

### **RESOLUTION**

Item Number: #3

Date: October 18, 2021 RESOLUTION by Councilperson \_\_\_\_\_ 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 St. Stephens Church Trunk or Treat in the City owned Parking Lot on Chestnut and First on October 31st 2021 with recommendation they sign a hold harmless agreement created by the Legal Department and add the city of Wyandotte to their insurance policy. Who: St. Stephen's Church When: October 31st 12 to 2 pm Where: City owned parking lot across from the Downriver Council for the Arts on Chestnut and First Street During the event the approaches and driveways to the parking area will be roped off to allow the children to walk freely within the parking lot. I move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson YEAS COUNCIL **NAYS** Alderman Calvin

> Crayne Hanna Shuryan Stec

### **Application for Special Event**

Special Events Office, City of Wyandotte \* 3200 Biddle Avenue Wyandotte, Michigan 48192 P: 734-324-4502 F: 734-324-7283 \* hthiede@wyandottemi.gov

Date of proposed event: 10/31/2021 Times: 12 p.m. to 2 p.m.

Name of Applicant: Adrienne Trupiano-Stepaniak Name of Business or Organization: St. Stephen's Episcopal Church

Type of legal entity of your business/organization: Church

below steps are taken:

If a Corporation or LLC, a certificate of good standing and a corporate resolution indicating who is authorized to sign the application, hold harmless and all other city documents on behalf of the entity is requires. Note: The applicant may receive this from the State of Michigan for \$10. If the LLC does not provide a resolution, the city must receive a copy of their "Operating Agreement" which must identify who can act on behalf of the LLC.

Name of individual authorized to sign documents on behalf of your business/organization: Rev. Andrea Morrow Address: 2803 First Street, Wyandotte, MI 48192 Email: ststepyouth@gmail.com Cell Phone: Please attach a detailed description and site map (please see details for proper site map on page 3 of this docume nt) of the proposed event to this application for review by the Special Events Office.

Site of proposed event: North East Parking Lot on Corner of First Street and Chestnut Street, Wyandotte Estimated maximum number of persons expected at the event for each day: 250
Is Alcohol going to be served or provided at this event: No Do you have a license: N/A
Do you need water hook up for this event? No Where? N/A Used for: N/A

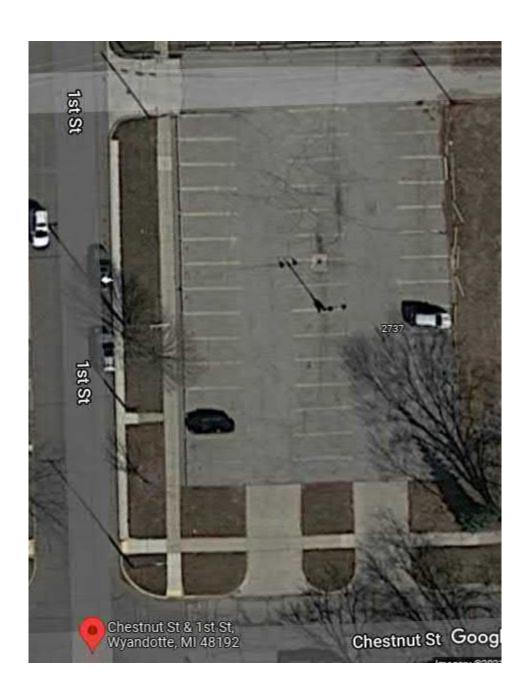
Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event(SE)Office along with this application if you require power at your event. If your event is approved by the City Departments and Mayor and City Council, you will must submit detailed power needs to the SE Office no later than 20 days prior to your event set up.

After this information is given to the SE Office, it will be sent to the Municipal Service Department for processing. You will be contacted as to when and where you can pick up your power boxes before the event. Any other process other than what is noted above is void and power will not be supplied at your event.

Application fee: Please check off the city services that you require for your event below. The application fee will be determined by
the amount of city needs. (This does not include the fees for city services or over time costs before/during/after your event)
XNo city services requested: (\$50 fee made payable to the City of Wyandotte)
Department of Public Service needs: fencing, road closures
Electrical Hook Up Water Hook Up
Wyandotte Police Department assistance: Security, patrol, etc.
Wyandotte Fire Department assistance: Site inspection, EMS on site, etc.
City Department Meeting prior to event for review of event details, planning on site needs, etc.
Total items check:
No city services required: \$50 application fee
One box: \$100 application fee Two or more boxes: Please add \$50 for each item checked - If all boxes are checked-\$300 application

fee
Please note: By filling out this application, you are applying to have an event in Wyandotte. This application is subject to review and potential approval and denial. If your application is approved by City Departments and Mayor and City Council, the

Information of approval is sent to applicant: hold harmless agreement, resolution for your files. Event details are requested from applicant: Exact amount of power needed and locations, insurance documents, copy of liquor license, additional city needs, etc. Date filing this application: 9/22/2021 If submitting this application past the listed deadlines please include a late fee of \$50 with application fee.



# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 4

<u>ITEM:</u> SEMCOG Transportation Equity and Sustainable Infrastructure Planning Grant: Downtown Capital Improvements and Infrastructure Plan

**PRESENTER:** Joe Gruber, DDA Director

### **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The DDA's Downtown Capital Improvements and Infrastructure Plan was selected by the Southeast Michigan Council of Governments (SEMCOG) to receive a Transportation Equity and Sustainable Infrastructure Planning Grant. Funds will be utilized to contract with professional economic development and financial consultants to help design and implement this major infrastructure project.

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

<u>ACTION REQUESTED:</u> DDA Director is requesting that Mayor and City Council approve the Pass Through Agreement between SEMCOG and the City of Wyandotte.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Grant Award: \$32,000

Federal Funding: \$26,192

Local Match: \$5,808 to be paid from the DDA Operations Budget

**IMPLEMENTATION PLAN:** DDA Director will facilitate the Grant Award and ensure the City and the DDA comply all requirements set forth by SEMCOG.

### LIST OF ATTACHMENTS:

1. SEMCOG Planning Grant Award 2021-2022

### **RESOLUTION**

Item Number: #4

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

BE IT RESOLVED that the Mayor and City Council hereby concur with the recommendation of the DDA
Director and hereby authorize Mayor and City Clerk to execute the Pass Through Agreement for the SEMCOG
Transportation Equity and Sustainable Infrastructure Planning Grant in the amount of \$26,192 worth of federal
aid.

I move the adoption of the foregoing resolution.

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

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

Alderman Calvin Crayne Hanna Shuryan Stec



Mayor DeSana,

Congratulations! SEMCOG's Regional Review Committee has approved your Planning Assistance Program funding for Transportation Equity and Sustainable Infrastructure for FY2022:

City of Wyandotte — Downtown Capital Improvements and Infrastructure Plan

**Grant Award: \$32,000** 

Federal Funding: \$26,192

Local Match: \$5,808

SEMCOG staff will be contacting you in the coming weeks with additional information, including grant agreement, reimbursement process, reporting, etc.

If you have any questions regarding the award, please contact Kevin Vettraino at (313) 324-3357 or vettraino@semcog.org.

Thank you and congratulations.

any OLenz

Amy O'Leary Executive Director

1001 Woodward Ave., Suite 1400 • Detroit, Michigan 48226 • (313) 961-4266 • Fax (313) 961-4869 • semcog.org

Brenda Jones Chairperson President, Detroit City Council

Chris Barnett First Vice Chair Supervisor, Orion Township Mandy Grewal
Vice Chairperson
Supervisor,
Pittsfield Township

Jason Morgan Vice Chairperson Commissioner, Washtenaw County

Vice Chairperson Mayor, City of Port Huron Vice Chairperson Treasurer, Wayne County Donald Hubler Immediate Past Chair Secretary, Macomb ISD

Amy O'Leary nair Executive Director

### PASS THROUGH AGREEMENT BETWEEN

#### CITY OF WYANDOTTE AND

### SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this \_\_\_ day of October 2021 by and between CITY OF WYANDOTTE (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract 2021-0009, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, 2021-0009, the prime contract prevails.

### WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

### **GRANT RECIPIENT WILL:**

### 1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. SCOPE OF WORK: GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. MODIFICATIONS: Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. METRICS and DELIVERABLES: GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

### 2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the

allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

### 3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
  - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
  - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
  - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<a href="http://harvester.census.gov.fac/">http://harvester.census.gov.fac/</a>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
  - iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

- v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
- vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

### 4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

### 5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

### 6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies
  provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under
  this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

#### 7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

### 8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

### 9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

### 10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

### 11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

### 12. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to GRANT RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to GRANT RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

### 13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTs and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or

MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTS.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

### 14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

#### 15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

### 16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations.

e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

### 17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this	(report) reflect the view
of	(the author), who is responsible for the
facts and accuracy of the data presen	nted herein. The contents do not necessarily
reflect the official view or policies of	(the name of
nonconcurring party.) This	(reports) does not
constitute a standard, specification, o	or regulation."

#### 18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

### 19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

#### 20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 et seq.; MSA 17.458(22) et seq., GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

### 21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will,

solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

### 22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

### 23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

### 24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

### a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such

termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

### b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

#### 25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

### 26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 10/01/21 through 9/30/22 for an amount not to exceed \$32,000 as budgeted in the 2021-2022 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds	\$32,000	\$26,192	\$5,808
CFDA #20.205			

Federal Award: October 1, 2021

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG22) SEMCOG Project: Local & Public Capacity Billing (22314)

This agreement hereby certifies and guarantees that the local match of \$5,808 for the Transportation Equity and Sustainable Infrastructure Grant award of \$32,000 from the SEMCOG Planning Assistance Program, which is funded in the 2021-2022 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by CITY OF WYANDOTTE.

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter-named authority in accordance with the 2021-2022 Unified Work Program. These are not R&D funds.

### 27. NARRATIVE AND BUDGET

Grant Recipient: City of Wyandotte

Project Name: Downtown Capital Improvements and Infrastructure Plan

### Narrative

Under this project, the City of Wyandotte will develop a Downtown Capital Improvement and Infrastructure Plan for Wyandotte that includes robust stakeholder engagement, design of implementation, and financial modeling. Specific aspects of this plan include several infrastructure improvements: removing telephone poles and overhead utility lines; constructing underground utilities; resurfacing alleyways; placemaking amenities; and facade improvements. A consultant team will be selected to guide design, preliminary engineering, project estimations, fundraising, and financial modeling. The overall goal of this Downtown Capital Improvements and Infrastructure

Planning effort is to compile (1) engineered construction documents and (2) a sound financial model so that this project is as close to shovel-ready and funding-ready as possible.

### **Budget**

Downtown Capital Improvements and Infrastructure Plan	\$35,000
TOTAL	\$35,000

### 28. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTI	HEAST MICHIGAN COUNCIL OF GOVERNMENTS
By:	
·	Executive Director
	OF WYANDOTTE
By:	Title:
	Entity Identifier (DUNS#)

## APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

- 2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
- 9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
- 10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
- 11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

### Application:

- 1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
- 2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
- 3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
- 4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
  - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
  - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
  - iii) referring the case to the appropriate federal agency for legal proceedings.

### APPENDIX B TITLE VI ASSURANCE

During the performance of this contact, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows.

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
  - Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of GRANT RECIPIENTS, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential GRANT RECIPIENT or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department of Federal Highway Administration in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the Federal Highway Administration, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6.	<u>Incorporation of Provisions</u> : The contractor shall include the provisions of Sections (1) through (6)
	in every subcontract, including procurement of material and leases of equipment, unless exempt by the
	Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to
	any subcontract or procurement as the Department or the Federal Highway Administration may direct
	as a means of enforcing such provisions, including sanctions for non-compliance, provided, however,
	that in the event a contractor becomes involved in or is threatened with litigation from a GRANT
	RECIPIENT or supplier as a result of such direction, the contractor may request the Department to
	enter into such litigation to protect the interests of the state. In addition, the contractor may request the
	United States to enter into such litigation to protect the interests of the United States.

Revised March 2010

#### APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a GRANT RECIPIENT) must include the following assurance:

The contractor, subrecipient or GRANT RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

#### Appendix D

#### **Prime Consultant Statement of DBE Sub-Consultant Payments**

Information r	required in accordance with 49 CFR §2	26.37 to monite	or progress of th	ie prime consul	tant in meeting	contractual oblig	ations to DBEs.	
PRI	ME CONSULTANT	CHECK IF		AUTHORIZA	ATION NO.		CONTRACT	NO.
	L	MDOT-DBE	CERTIFIED					
BILLING PERIO	DD:	Check if Final	Payment	JOB NO.				
CERTIFIED DBE SUBCONSUL TANT	SERVICES WORK PERFORMED	TOTAL CONTRA CT AMOUN T	CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED	DEDUCTI ONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only)	DATE
As the au	As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate					e		
PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature)		TITLE		<u> </u>	DATEMD			

COMMENTS:

SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

#### **INSTRUCTIONS**

#### PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

#### **MDOT PAYMENT ANALYST:**

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free 1-866-DBE-1264

#### ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant leans that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

- required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions</u>

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of
  - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

#### ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant is a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier</u> Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 5

**ITEM:** Leaf Collection Schedule for 2021

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

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

**BACKGROUND:** The Department of Public Services will begin Leaf Collection services on Monday, October 25. Attached is the 2021 Collection Schedule and Map for the City which indicates the dates and areas of collection and provides guidelines for placing the leaves in the street. All leaves should be at the curb on Monday for the area indicated on the map.

We are requesting residents not park over or near the leaf piles, and not place grass clippings, tree trimming and branches, corn stalks, pumpkins, or garden debris in the street during leaf collection. If found, this debris, and the leaves, will not be picked up as these items will damage the collection equipment. These items can be recycled at the Recycling Center.

Leaves can also be dropped off at the Recycling Center. The Recycling Center hours for the month of November are Monday thru Friday 8:00 am to 5:30 pm, Saturday 8:00 am to 6:00 pm, and Sunday 10:00 am to 4:00 pm.

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

<u>ACTION REQUESTED:</u> Adopt a resolution to concur with the 2021 Leaf Collection Schedule and Map.

#### **BUDGET IMPLICATIONS & ACCOUNT NUMBER: None**

**IMPLEMENTATION PLAN:** Post 2021 Leaf Collection Schedule and Map on the City's Website, Facebook Page, Cable TV and in local newspapers.

#### LIST OF ATTACHMENTS:

1. 2021 Leaf Collection Schedule and Map

#### **RESOLUTION**

Item Number: #5

Date: October 18, 2021

RESOLUTION by Councilperson \_\_\_\_\_ RESOLVED by the Mayor and Council that the communication from the City Engineer regarding the 2021 Leaf Collection service by the City of Wyandotte Department of Public Services is hereby received and placed on file, and, Be it further resolved that Council authorizes the City Clerk to publish the 2021 Leaf Collection Schedule and Map in the News Herald, and to post the information on the Ctiy's Website, Facebook Page and Cable TV, and, Further, that the City requests that residents follow the guidelines contained in the 2021 Leaf Collection Schedule and Map notice. I move the adoption of the foregoing resolution. MOTION by Councilperson SUPPORTED by Councilperson \_\_\_\_\_ **YEAS COUNCIL NAYS** Alderman Calvin Crayne Hanna Shuryan

Stec

#### CITY OF WYANDOTTE 2021 LEAF COLLECTION SCHEDULE

#### WEEKS

#### AREA

October 25 - October 29

I South side of Ford Avenue to North side of Eureka, Railroad to 15th Street: South side of Ford Avenue to north side of Oak 15th Street to Fort Street

November 1 - November 5

2 Pennsylvania to South Side of Eureka, Railroad to Fort Street; South side of Oak Street to Eureka, 15th Street to Fort Street: South side of Grove to Central, Biddle Avenue to Railroad

November 8 - November 12

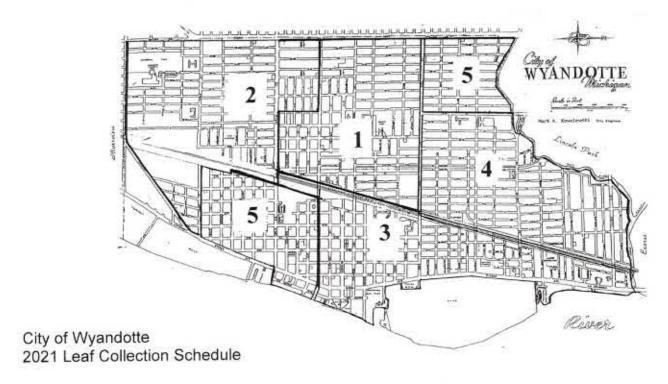
3 North Side Oak Street to North Drive, Railroad to Detroit River

November 15 - November 19

4 North side of Ford Avenue to North Drive, Railroad to East side of 15th Street

November 22 - November 26

5 West side of 15th Street to Fort Street; Goddard to north side of Ford Avenue; South side of Oak Street to North side of Grove: Detroit River to the Railroad



The above schedule for leaf collection begins on October 25, 2021. Check the map for the pickup in your area. Pickup will be during the weeks shown above, but leaves should be at the curb on each Monday's date of your area. No grass clippings, branches, tree trimmings, etc., are to be placed in the street. If these items are mixed in with the leaves, neither they nor the leaves will be picked up until the resident removes the undesirable materials. These materials will damage the vacuums. Should the resident not remove the undesirable material, the resident may be issued a violation of City Ordinance and possibly incur a fine.

Every effort will be made to adhere to the above schedule, however, weather conditions, holidays and equipment breakdowns may cause schedule delays.

SUGGESTIONS:

- Rake all leaves into the street at the curb by the Monday in your area.
- Do not park on or near leaf piles due to the potential fire hazard.
- 3. Wetting the leaf piles with a garden hose will prevent blowing and also reduce the risk of fires.

- OTHER OPTIONS: 1. Leaves can be placed with Curbside Yard Waste Collection.
  - Leaves can be taken to the Wyandotte Drop-Off Recycling at 1168 Grove. Recycling Center Hours: (Closed Holidays)

Monday thru Friday 8:00 a.m. to 5:30 p.m.

Saturday 8:00 a.m. to 4:00 p.m.

Sunday 12:00 p.m. to 4:00 p.m.

Extended hours during the month of November, 2021 -Saturday 8:00 a.m. until 6:00 p.m. and Sunday 10:00 a.m. to 4:00 p.m.

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM #<u>6</u>

ITEM: Sidewalk Encroachment at 785 Forest

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

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

**BACKGROUND:** The property owner of 785 Forest has requested permission to place drain channels in the City sidewalk along 8th Street to direct roof and downspout discharge to the adjacent City greenbelt between the City sidewalk and the back of curb. This would eliminate the roof discharge across the City sidewalk. The concrete permit application and plan are attached for review.

The undersigned has reviewed this request and has no objections to the proposed encroachment across the City sidewalk provided a Hold Harmless and Grant of License are executed.

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

<u>ACTION REQUESTED:</u> Approve the request to construct a drain channel in the public sidewalk on the east side of 8th St. at each downspout located on the west side of 785 Forest to provide storm water drainage into the City greenbelt right of way.

#### **BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** If Council approves the encroachment request, direct the City Engineer to oversee the submittal of Hold Harmless and Grant of License agreements and issue a permit to place drain channels in the City sidewalk along 8th Street.

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

1. 785 Forest sidewalk encroachment

### **RESOLUTION**

Item Number: #6

		Date: October 18, 2021
RESOLUTION by Councilperson		
drain channels in the City sidewal detriment to the health and safety	k along 8th Street and has of the public, and further th encroach into the 8th S	from the property owner of 785 Forest to install a determined that the drain channels will not be a more, authorizes the City Engineer to approve the treet sidewalk subject to submittal of Hold Harmless
I move the adoption of the forego	ing resolution.	
MOTION by Councilperson		
SUPPORTED by Councilperson		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>
	Alderman Calvin	

Crayne Hanna Shuryan Stec

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CITY OF WYANDOTTE - Department of Engineering & Building Permit # 521 - 0732 Application for Concrete Permit for Rec'd By:

Driveway, Curb Cut & Approach

Date: 4/8/2021

This Application must be complete and legible before a Concrete Permit will be issued. Location: St. Helena Flats West Wing Applicant's Name Jesus Moseus Address Phone # Owner's Name Joseph Moreno Address. Phone # Lot Size: feet WIDE (x) Interior Lot ( ) Corner Lot ( ) STATE CLEARLY THE NATURE OF THE PROPOSED WORK: I propose the addition of Drain channels on the west side add channels for water to empty on side walk, would like to Or Alley ( ) Inside Lot Line ( ) Side Street ( ) 785 St Holena Flate Cement DIAIN. Y GYASS 4 Bth Side Street ( ) Inside Lot Line ( ) Or Alley ( ) Section 23a of the state construction code act of 1972, 1972 PA 230, MCL, 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines. Comments PENDING MAYOR & COUNCIL APPROVAL OF ENCROPHIMENT IN THE CITY RIGHT OF WAY. REMOVE & REPLACE ONE FLAG OF CITY SIDEWALK AT EACH PROPOSED CHANNEL INSTALLATION FOR PROSON EMOUDIENT

7 FUNCTION. CONCRETE SHALL BE 4 INCHES THICK PAR POR

INSPECTIONS ROWLLD.

miconcreteapp doc

April 6th 2021 St. Helena Flats 785 Forest St. Wyandotte MI

## **Drain Channel Proposal**



To Whom it May Concern:

#### Good Afternoon

We have two large gutters that drain on the West side of the building. The water flows on the public sidewalks. We are requesting the City of Wyandotte to allow us to put two drain channels in the concrete to direct the water flow. This way we can drain the water from the gutters away from the building and off the public walkway.

## **Examples**





We can ensure the walkways are clear of water. During the winter months we can keep the sidewalks from becoming a slipping hazard due to ice buildup.

## **Supplies**



The water will be directed through the channels into the grass.





Thank you for Your Consideration

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 7

<u>ITEM:</u> Annual Wayne County Right of Way Permits for Maintenance, Pavement Restoration and Special Events

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

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

**BACKGROUND:** The City is required to apply annually for permits from Wayne County for various activities in the County Right of Way. The permitted activities are described in the attached 2022 Annual Wayne County Permit Package.

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

<u>ACTION REQUESTED:</u> Approve submission of annual permits and authorize the City Engineer to sign and submit same.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** No Budget implications.

<u>IMPLEMENTATION PLAN:</u> Authorize the City Engineer to sign the applications and forward same to Wayne County.

#### LIST OF ATTACHMENTS:

- 1. 2022 Annual Wayne Co Permit Package
- 2. CERTIFICATION

#### **RESOLUTION**

Item Number: #7
Date: October 18, 2021

RESOLUTION by Councilperson	
CITY OF WYANDOTTE RESOLUTION AUTHORIZING EXECUTION OF WAYNE COUNTY PERMITS	
Resolution No.	

At a Regular Meeting of the Wyandotte City Council on October 18, 2021, the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 et seq., the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that;

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individuals are authorized in their official capacity as the Community's authorized representatives to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

#### NAME TITLE

Brian Zalewski Police Chief					
Greg Mayhew City Engineer					
Paul LaManes Municipal Services Gen	eral Manager				
I move the adoption of the foregoing re	I move the adoption of the foregoing resolution.				
MOTION by Councilperson					
SUPPORTED by Councilperson					
<b>YEAS</b>	COUNCIL	<u>NAYS</u>			

Alderman Calvin Crayne Hanna Shuryan Stec



## Warren C. Evans County Executive

Page 1 of 3

October 5, 2021

City of Wyandotte 3200 Biddle Avenue, Suite 200 Wyandotte, MI 48192-5915

RE: A-22075

2022 Annual Permit Package Wayne County Department of Public Services Engineering Division – Permit Office

Attention: Gregory Mayhew

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

- Sanitary sewer inspection, repair and routine maintenance.
- Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
- Application of dust palliatives.
- 4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

- 1. Scope of Work and Conditions for Municipal Maintenance Permits
- 2. General Conditions and Limitations of Permits
- 3. Indemnity and Insurance Attachment
- 4. Model Community Resolution

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction.* This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction\_permits.htm

Commission of Partie States Provide Marine

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 2 of 3



As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

Wayne County Department of Public Services
Permit Office
Attn: Anthony Amaro
33809 Michigan Avenue
Wayne MI 48184

Once received, the Permit Coordinator will validate your permit and return an executed copy to your for your files.

The Scope of Work and Conditions for Municipal Maintenance Permits requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.858-2768.

Respectfully Submitted,

Randa Saghir

Administration Management

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 3 of 3



C: file

Attachments: Annual Permit

Scope of Work and Conditions for Municipal Maintenance Permits

Annual Special Events Attachment for Municipalities

Banner Attachment for Municipalities

General Conditions and Limitations of Permits

Indemnity and Insurance Attachment

Model Community Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, Mi 48184. PHONE (734) 595-6504 FAX (734) 595-6356

72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-6504, Ext. 2009 FOR INSPECTION



#### WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No A-22075

ISSUE DATE

**EXPIRES** 

1/1/2022 12/31/2022

REVIEW No.

CITY/TWP

WYANDOTTE

WORK ORDER

79657

PROJECT NAME WYANDOTTE - MAINTENANCE

LOCATION

PERMIT HOLDER

VARIOUS ROADS ()

CITY OF WYANDOTTE

\$12-50 COLUMN TO 150 COLUMN TO \$150 COLUMN TO \$150

3200 BIDDLE AVENUE, SUITE 200 WYANDOTTE, MI 48192-5915

GREGORY MAYHEW

(734) 324-4554

CONTACT <BLANK>

CONTRACTOR

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES.

- SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE
- 2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
- 3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS
- SIDEWALK REPAIR AND REPLACEMENT
- 5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPAR	RED BY	
PERMIT FEE PLAN REVIEW FEE PARK FEE OTHER FEE	\$0 00 \$0 00 \$0 00 \$0 00	LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY DATE PLANS APPROV		
BOND INSPECTION DEPOSIT OTHER BOND TOTAL COSTS	\$0.00 \$0.00 \$0.00 \$0.00		REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION		
TOTAL CHECK AMOUNT			RULES, SPECIFICATION FOR PERMIT CONSTRU ONLINE AT		
CASHIER	\$0.00 DATE 1/1/2022		(PERMIT VALID ON	os_anginaaring_cooffice htm	

in consideration of the Permit. Holder and Contractor agreeing to abide and conform with all the terms and cumbions herein, a Permit, is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Esternent, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

GREGORY MAYHEW PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK> CONTRACTOR / AUTHORIZED AGENT DATE

VALIDATED BY

DATE



#### Wayne County Department of Public Services Engineering Division – Permit Office

#### Scope of Work and Conditions Attachment For Annual Municipal Maintenance Permits

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

#### Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

#### Water Main and installation of 2" pipe

- 1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
- 2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

#### **Dust Palliative Applications**

- Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
- The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
- Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days
  notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the
  roads to be treated.

#### Sidewalk

Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

#### Street Sweeping

- Street sweeping shall be performed during daylight hours only.
- 2. All traffic control devices shall conform to the provisions of the current MMUTCD.

#### **Permit Conditions**

- A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
- Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
- Any work not covered under the annual scope of work and conditions above shall require a separate permit.
   Refer to the Wayne County Rules, Specifications and Procedures Construction Permits.
- All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.

Revised: October 4, 2008



#### Wayne County Department of Public Services Engineering Division - Permit Office

#### Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the Country and shall compay with Wayne Country Specifications, as defined in the current Egypte Country Bules, Specifications and Princethres for Permit Construction, included as an attachment to this permit, the iffgine Country Symphored Plans for Permit Country and the MEDIT Symphored Synchronia Synch

Fees. The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit, payment for fees and costs as determined by the County at the time the permit is

Bond: The Permit Holder shall furnish a bond in each or Certifies check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cave any expense, including inspection come or damage incurred by the County, the Permit Holder shall pay such deficiently upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the Permit Holder shall pay such deficiently upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess partiarrance bond provided for berein, when it cannot be returned, shall be deposited into the County stood Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit

Insurance: The Permit Holder shall funish proof of liability and properly damage insurance in the form and amounts acceptable to the County with Wayne County married as an insured party. The Permit Holder shall maintain this insurance until the permit is reteased, revoked or carcelled by the County

Indomnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Monicipalities. Sub-Section 2 human applies to Municipalities only

- To the extent allowed by law, the Permit Holder shall indemnity, hold harmless and defend Wayne Course, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, is officials and employees may be sobject and for all costs and actual ascring fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with nork not with nork and the permit, or requiring from failure to comply with the terms of the permit or arising out of the command existence of the work product that is the subject of the permit. not be construed as a waiver of any governmental immunity by the County
- 2 To the extent allowed by taw, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligible. To the extent anowed by taw, the Animarphing of Permit Holder shall note darmous and elegad wayne county, as department of Proces Services, its omiciast and employees, har the Municipative's own negatives of interests, correct, or consistents, and the acts, enters, or omissions of any of its employees, of its employees, of extent of interests of damage in property, including property of the Courty, artising out of any and all wayness and performed under the permit, or in connection with working authorized by the permit, or resulting from failure to compily with the terms of the permit or arising out of the continuous destreates of work produced by the permit. On the failure to compily with the terms of the permit or arising out of the continuous destreates of work produced by the continuous of work produced by a provided by a nature or modified by count decrease. ALITHORIZED BY THE CITY WHICH IS

Permit on Site. The Permit Holder shall keep available a copy of the permit and any easurismed approved plans on site during permitted activities

Notification for Start and Completion of Work. The permit shall not become operative until a has been fully executed by the County. The Permit Holder shall notify the County Sefere marting construction and shall instify the County when work is completed. The Pennit Holder or their representative shall have copies of the executed pannit and approved plans in their possession on the job site at all times

- The Permit Holder shall provide at least three (3) days advanced notice, excloding Saturdays, Sundays and holidays, to the Permit Office prior to the commescentent of any permitted activities by submitting a START OF WORK NOTIFICATION form by stail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that continuous mork ceases for a period of time, then the Permit Housing more Country Inspector at least 24 flours prior to returning week.
- 2 The Permit Heilder shall comply with all consinuments of the Miss Dig Statute, MCL §460 701 et sog., as amended. The Permit Heilder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays. Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
- The Permit Holder shall call Wayne County Department of Public Services" Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Samilays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any maffer signal equipment owned, operated or maintained by Wayne County

Safety: The Period Holder agrees that all work under the period shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Youthe Control Devices (MUTCD). The Permit Holder shall thert all activities and maintain all facilities as set form in the permit in a manner so as not to damage, impair, interfere with, or observed a public road or create a foresteable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements

Underground Utilities. The Permit Holder shall contact all utility environs sugarding their facilities prior to starting work and shall comply with all applicable provisions of Act. 33, Public Acts of 1974, as amended. Waysin County makes no warranty either expressed or implied as to the condition or antichility of subsurface conditions or any exesting facility which may be encouraged during an execution. The presence of inclinies is based on the best information available and the County is not exponsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and during to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material executed from within the right-of-way. Such materials include, without limitation, soils or groundwater communicated. by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground attorage tanks

Assignability: The permit is neither transferable our assignable without the written consent of the County

Limitation of Perusit: The Applicant and the Perusit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental ogencies and jurisdictions, conferences or individuals. These include, without limitation, those pertaining to drains, island lakes and streams, wetlands, woodlands, flood plains, filling, notice regulation and hours of operation. of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies

Access of Other Vehicles. The Pennit Holder shall, at all times possible, manuain a minimum of one acceptable access to all abuting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall mult'y all owners or occupants of properties whose access may be temporarily disrepted during the permitted work. The local police, fire a managery service agreeies shall define acceptable access. The Permit Holder shall provide signing and other improvements accessary to ensure adequate access until the roadway, driveway or side sites its resurred. The Permit Holder shall conduct all operations at its minimize meanivenesses for abotting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration. including permanent or temperary generation. Wayne County may require that work be suspended usuit saturdatory bacifilling of open trenches or excavations has been completed and driveways, side streets and drainage restoned

Restaration The Permit Holder agrees to remore the County used and road right-of-way, County than externer or County park property to a condition equal to or better than its condition before week under the permit hegan. If the Permit Holder fasts to unistinctually report the permited work area, Wayne County may take all practical actions necessary to provide reasonably safe and cross-ment public travel, preservation of the roadway and draining properties or for the permitted activity. Security in the form of citib, a certified check or surely band shall be required to secure the cost of testuring the disturbed pointion of the right of week will be determined by the Permit Office in the event that a suspension of week will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall testore the right-of-way to a condition similar to the conditions that existed prior to issuance of the permit

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the permitted feeling. The Permit Holder acknowledges that the County has no liability for the presence of the Pennit Holder's facility facated within the County road right of way, County drain exercise or County park property

Permit Expiration and Extension of Time. All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the required. Additional requirements may be imposed as a consistion of an extension of time due to seasonal functions or other considerations. These additional requirements may include, without limitation, changes to materials or constitution methods, recotablishment of fees, bonds, deposits our insurance requirements.

action, operation and maintenance of all wark covered by the permit shall be in the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road withinings or unular facilities which became part of the County roadway.

Revieution. The period may be inopended or revoked at the will of the County. Upon order of the County, the Period Holder shall surroudes the period, case operations and remove, after or relocate, at their expense, the facilities for which the period was granted. The Period Folder expressly waives my right to claim damages for compensation resulting from the revocation of the period.

Violation - The County may declare the permit mill and word if the Permit Holder violates the terms of the permit - The County may require immediate recoveral of the Permit Holder's facilities and restoration of the County property or the County may remove the facilities and resone the Counts property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not untuitatemity completed by the permit expension date, the County may use all in any position of the permit found to rectace the County county and right of the permit or park property as necessary for reasonably safe and officient operations and mannersance or to establish extraordinary mannersance possessions to assure reasonably safe and officient operation of the ntenance procedures as required to assure reasonably safe and ufficient operation of the Country facility

Inspection and Testing of Materials. Wayne Cannty reserves the right of inspection and the testing of insterials by its authorized representatives of all permitted activities and/or activities within the road night-of-way County award property or nation a County draw casesment. All steem identified by the final inspection shall be excited prior to release of the person. All materials and methods chinical discovery of the authorized person work shall meet the requirements of the current MDOT Scanning Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Person Construction and this manual. The Person Holder shall resoftwire Wayne County for all required inspections and testing of materials

Design. The Perum Holder is fully responsible for the design of the permetted facility, such that the design shall be consistent with all applicable County standards, specifications, goodelines, requirements and with p Any errors in the plans that become evident after the issuance of a period, and which change the scope of periodic work, are subject to review and may be grounds for revocation of the period Person Office will not relieve the Person Holder of the responsibility of correcting errors, deficiencies, or onnovative the to oversight or unforeseen contragencies such as faulty straining, most substitute or other fallows. of the Permit Holder's enquired to show all the related or permitent conditions mode or outside the plan area

Drainage. Drainage shall not be altered in flow into the raind right of way to road drainage system sodess approved by Wayne County

Person Hadder Compliance. The Person Holder shall abide by the conditions and finitations contained on the person and all office conditions listed within the WCDPS Rules. Specifications and Procedures for Construction Permits. The application of any search undertaken under the permit shall consuming the Permit Holder's agreement to the Principles.



#### Wayne County Department of Public Services Engineering Division – Permit Office Indemnity and Insurance Attachment

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses



## Warren C. Evans County Executive

October 6, 2021

City of Wyandotte 3200 Biddle Avenue, Suite 200 Wyandotte, MI 48192-5915

RE: A-22130

2022 Annual Permit Package Wayne County Department of Public Services Engineering Division – Permit Office

Attention: Gregory Mayhew

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

- 1. General Conditions and Limitations of Permits
- 2. Indemnity and Insurance Attachment
- 3. Model Community Resolution

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, Rules, Specifications and Procedures for Permit Construction. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

#### http://www.waynecounty.com/dps/construction\_permits.htm

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 2 of 2



For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

Wayne County Department of Public Services
Permit Office
Attn: Anthony Amaro
33809 Michigan Avenue
Wayne MI 48184

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.858-2768

Respectfully Submitted,

and of Sgri

Randa Saghir

Administration Management

C: file

Attachments: Annual Permit

Scope of Work and Conditions for Municipal Maintenance Permits

Annual Special Events Attachment for Municipalities

Banner Attachment for Municipalities

General Conditions and Limitations of Permits

Indemnity and Insurance Attachment

Model Community Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356

72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



# WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-221 30
ISSUE DATE EXPIRES

1/1/2022 12/31/2022
REVIEW No. WORK ORDER

79370

WYANDOTTE - PAVEMENT RESTOR	RATION	
VARIOUS		CITY/TWP WYANDOTTE
PERMIT HOLDER		CONTRACTOR
CITY OF WYANDOTTE 3200 BIDDLE AVENUE, SUITE 200 WYANDOTTE, MI 48192-5915		
CONTACT		CONTACT
GREGORY MAYHEW	(734) 324-4554	<blank></blank>
DESCRIPTION OF PERMITTED ACTIVITY	(72 HOURS BEFORE YOU DIG, CALL	MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES. HTTP://MUTCD.FHWA.DOT.GOV

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY	
PERMIT FEE PLAN REVIEW FEE PARK FEE	\$0.00 \$0.00 \$7.00 \$0.00		PLANS APPROVED BY DATE PLANS APPROVED	
OTHER FEE			1/1/2022	
INSPECTION DEPOSIT \$0.0	\$0.00 \$0.00		REQUIRED ATTACHMENTS GENERAL CONDITIONS	
OTHER BOND TOTAL COSTS	\$0.00 \$0.00	LETTER OF CREDIT DEPOSITOR	INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT	
TOTAL CHECK AMOUNT \$0.00			www.waynecounty.com/dos_engineering_cpoffice.htm	
CASHIER	DATE 1/1/2022	7	(PERMT VALID ONLY # ACCOMPANIED BY ARGY ATTACHMENTS)	

In consideration of the Permit. Holder and Contractor agreeing to abide and conform with all the terms and confitions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements liked with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Alfactiments are incorporated as part of this Permit.

		WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	
GREGORY MAYHEW PERMIT HOLDER / AUTHORIZED AGENT	DATE		PREPARED BY
<blank></blank>	DATE	VALIDATED BY	DATE





#### Wayne County Department of Public Services Engineering Division - Permit Office

#### Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance such the approved plans, specifications, maps, statements and special conditions filed such the Caunty and shall comply Plant Approved and approved from a special consumers and approved orders are special consumers and special con

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is

Bond: The Permit Holder shall Arressh a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including respection costs or damage incurred by the County through the gracing of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the The excess performance bond provided for heroin, when it cannot be returned, shall be deposited into the County Road Fond and become a part thereof, utiliss claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit

Insurance. The Purmit Holder shall farmesh proof of liability and property damage insurance in the form and amounts acceptable in the County with Wayne County named as an insured party. The Purmit Holder shall maintain this insurance until the purmit is referred, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Pennis Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only

- To the extent allowed by law, the Permit Holder shall indemnify, hold hanneless and defund Wayne County, its Depurtment of Public Services, its inflicials and employees against any and all claims, suits and judgments to To the extent adjuved by raw, the Formit condex shall independently, note nationess and acquired Wayne Chartey, its Department of Paper and English and employees against any and at claims, suits and judgments on which the County, the Department, its officials and employees may be adject and for all coars and acquait attorney fees which may be incurred on account of injury to persons or damage to property of the County, whether due to neighborize of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work, not authorized by the permit or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This infel transfers provision of the
- I Fo the extent allowed by law the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Manicipality's own negligen To the estant allowed by faw, the Municipality as vertice, industrating and national state of the period of the pe

Permit not like. The Permit Holder shall keep available a copy of the permit and any assuranced approved plans on one during permitted activities

Notification for Start, and Completion of Work. The permit shall not become operative until that been fully executed by the County. The Permit Holder in the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the jub site at all times.

- The Perinal Holder shall provide at least three (3) days advanced notice, excluding Saturdays. Sundays and indicays, to the Perinal Office prior to the communicament of any perinated activities by infimiting a START OF WORK NOTIFICATION form by mail, fax or n-mail. In certain instances, additional notice may be required by the Perms Office. In the event that construction work orases for a period of time, then the Perms Holder shall worldy the Wayne County Inspector at least 24 hours print to resuming work
- The Porma Holder shall comply with all requirements of the Miss Dig Statute, MCL \$460.701 at seq., as amended. The Pormit Holder shall call "MISS DIG", at (800) 482-7161, at feast 72 hours, excluding Saturdays. Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
- 3 The Permit Holder shall call Wayne County Department of Public Services Traffic Operations Office at (714) 955-2154, at least 72 hours prior, excluding Saturdays, Surdays and holidays, but not more than (wenty-one (21) calendar says, before starting any underground work in the vicinity of any traffic pignal equipment owned, operated or maintained by Wayne County

Safety. The Persua Holder agrees that all work under the persua shall be performed in a safe manner and to keep the area affected by the persua in a safe condition until the work is completed indiacrepted by the Cou The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the surrout Maracal on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set furth in the permit in a manner so as not to damage, undair, morfere with, or obstruct a public rotal or create a foreseconder tak of farm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements

Underground Utilities. The Permit Holder shall contact all willing owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53. Public Acts of 1974, as amended. Wayne County makes no warranty miles expressed or implied as to the conditions or autability of subsurface conditions in any existing facility which may be excurred during an excession. The presence or absence of utilities or based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Particle Holder is responsible for proper disposal, in accordance with current regulations, of any material increased from within the right-of-way. Such materials reclude, without inmitation, units or ground-water consuminated by petrotesian products or other pollutaritis associated with older identified by the MDEQ or reported on appropriate release forms for underground storage tasks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County

Limitation of Premit. The Applicant and the Pennis Holder shall be responsible like obtaining and shall secure any permits or permission necessary or required by law from State, finderal or other local governmental agencies and jurisdictions, corporations or individuals. These include, wishout imitation, those pertanting in drains, inland laters and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Indicate a Wayne Country permit does not authorize activities otherwise regulated by State, fluteral or total agencies.

Access at Other Vehicles: The Permit Florder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless interview aposified on the Access at Other virtures. The Frank Forces and, at the times possible, harmon at more man acceptance access to an animony occupion properties, driveways and note acceptance access to an animony occupion properties, driveways and note acceptance access the permitted work. The local police, fire or emergency review agencies shall define acceptable access. The Permit Holder shall provide argument and other improvements necessary to assure adequate access that the modway, driveway or add area is reword. The Permit Holder shall conduct all operations as to minimize inconvenience to abuting property rivines. Wayne County reserves the right in caseposably restrict the progress of work by the Permit Holder based on the rise of madway and right-of-way resonation. including permanent or temporary pavement. Wayne County may require that work be suspended usual autofactory bacteristing of open trunches or excessions has been completed and driveways, side streets and drainage

Resorting The Parmit Holder agrees to restore the County toud and road right-of-way. County drain assessment of County purk properly to a condition equal to be better than its condition before work under the permit before first in supplementation, and elementation, and elementation, and elementation, and elementation, and elementation of learning property owners caused by the permitted across secretary of an advantage of the foreign of the control assessment to grow the foreign of the control assessment of the control assessment of the control assessment of the control assessment of the foreign of the foreign of the control assessment of the control assessment of the foreign of the control assessment of the con we producted as that the work will not be computed by the Pennit Hollier, the Pennit Hollier shall restore the right of way to a condition variety to the condition that excited pour to encarage of the pennit

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Revocation The recommency me suspended or revoked at the end of the County. Under order of the County, the Person Holder dual managed the person, cause operations, and named after or institute at their expression that inclines for cases the secont was granted. The Period fronter expressly scares one light to claim durages for compensation resulting from the recognism of the period

Vinitation | The County may declare the parties and find your of the Natural Finder solution the removal the parties of the County may seguine summation separate separate as the Permit Folder's faculties and responsition of the County projects on the Country may remove the Goodness and remove the Country property at the Person Hooder's express. The Person Hooder agrees that in the expect of a submeter of the received the country of the expense of inflanced by the average is an agreement according to the period of the meaning of pail property of acceptance of the property of the property of the property of the second of the

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#### Wayne County Department of Public Services Engineering Division – Permit Office Indemnity and Insurance Attachment

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below.

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



## Warren C. Evans County Executive

October 7, 2021

City of Wyandotte 3200 Biddle Avenue, Suite 200 Wyandotte, MI 48192-5915

RE: A-22160

2022 Annual Permit Package Wayne County Department of Public Services Engineering Division – Permit Office

Attention: Gregory Mayhew

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- to use a county road as a detour for traffic around such activity taking place on a noncounty road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

- 1. Annual Special Events Attachment for Municipalities
- 2. Banner Attachment for Municipalities
- 3. General Conditions and Limitations of Permits
- 4. Model Community Resolution

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 2 of 3



Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the <u>Wayne County</u>, <u>Rules</u>, <u>Specifications & Procedures for Construction Permits</u>.

This publication may be downloaded at

http://www.waynecounty.com/dps/construction\_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

Wayne County Department of Public Services
Permit Office
Attn: Anthony Amaro
33809 Michigan Avenue
Wayne MI 48184

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.858-2768.

Respectfully Submitted,

and Il Son

Randa Saghir

Administration Management

C: file

Attachments: Annual Permit

Scope of Work and Conditions for Municipal Maintenance Permits

Annual Special Events Attachment for Municipalities

Banner Attachment for Municipalities

General Conditions and Limitations of Permits

Indemnity and Insurance Attachment

Model Community Resolution

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 3 of 3



PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, Mi 48184, PHONE (734) 595-6504 FAX (734) 595-6356

72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION

PROJECT NAME



# WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

A-22160
ISSUE DATE EXPIRES
1/1/2022 12/31/2022
REVIEW No. WORK ORDER

WYANDOTTE - SPECIAL EVENTS		
LOCATION VARIOUS		CITY/TWP WYANDOTTE
PERMIT HOLDER		CONTRACTOR
CITY OF WYANDOTTE 3200 BIDDLE AVENUE, SUITE 200 WYANDOTTE, MI 48192-5915		
GREGORY MAYHEW	(734) 324-4554	CONTACT <blank></blank>
DESCRIPTION OF PERMITTED ACTIVITY	(72 HOURS BEFORE YOU DIG. CA	ALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS.

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (HTTP://MUTCD.FHWA DOT GOV) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

#### ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE PLAN REVIEW FEE PARK FEE OTHER FEE	\$0.00 \$0.00 \$0.00 \$0.00		PLANS APPROVED BY. DATE PLANS APPROVED 1/1/2022
BOND INSPECTION DEPOSIT OTHER BOND TOTAL COSTS	\$0 00 \$0 00 \$0 00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION
TOTAL CHECK AMOUNT			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
CASHIER	\$0.00 DATE		www.waynecounty.com/dps_engineering_apolitice.htm
	1/1/2022		(PERMIT VALID DILLY IF ACCOMPANIED. BY ARDYF ATTACHMENTS:

in consideration of the Permit. Holder and Contractor agreeing to abide and conform with all the lerms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use analysis Mantain within the Road Right of Way, County Essement, anidor County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

GREGORY MAYHEW
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

\*BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



#### Wayne County Department of Public Services Engineering Division – Permit Office

#### Annual Special Events for Municipalities Road Closure/Detour Guidelines

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

a) The nature of the activity for which the permit is requested;

b) The dates and times it is proposed to close and reopen the County road to traffic.

The roads and/or portions of roads to be closed;

 The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office 33809 Michigan Ave Wayne MI 48184 Wayne County Division of Roads Traffic Operations Office 29900 Goddard Road Romulus MI 48242

Upon approval of the request, a permit will be issue authorizing the special event activities.

#### Permit Conditions:

- All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
- Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
- 3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
- Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
- The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
- Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
- The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
- All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
- 9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
- The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.

Revised October 7, 2008



#### Wayne County Department of Public Services Engineering Division – Permit Office Banner Attachment for Municipalities Guidelines

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-ofway may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed:
- The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

#### Design & Placement Requirements

- Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

#### **Permit Conditions**

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



#### Wayne County Department of Public Services Engineering Division - Permit Office

#### Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accompance with the approved plans, specifications, maps, statements and special conditions filter with the County and small comp Plan Approved that appearance of the desire performed under the permit their deeper and appearance with the performed plans, specifications, maps, statements and special containing their country and state compay with the Country Specifications, as defined in the current lifetimes. Specifications and Decembers for Provider as a statement to this permit, the lifetimes Country Special Provisions, and other WCOPS special Provisions, and other WCOPS specifications. Any situation or problem which occurs as a result of the construction, operation, are and/or maintenance of the facility in the right-of-way and is not overed by the approved plans nor by the Country's current Similarity and Specifications shall be resolved by the Permit Office. Any algorification change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Feex: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit in

Bond. The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the datas. The return project shall minist a cond in cast or comment occurs in an amount acceptance in the County to guarantee parantmance under the consistency of the parents. The county may use as or any parantment by the County, the Parent Holder shall gay such deficient or case and damage incurred by the County. The bond amount exceeds the expenses and damages incurred by the County, the Parent Holder shall gay such deficient or case in the county. The bond amount exceeds the expenses and damages incurred by the County, the excess performance bund provided for herein, when it cannot be required to the adjusted from the County of the date.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured starty. The Permit Holder shall

Indemanification / Hold Harmless Sub-Section 1 heroir applies to all Permit Holders except Monicipalities. Sub-Section 2 nervies applies to Municipalities only

- To the extern allowed by law, the Permit Fooder shall indometry, heat harmlets and defend Wayne County, its Department of Public Services, its ordinals and employees against any and all stains, successful judgments to To use estern allowed by raw, the iremin croster that indemnity, note namifest and selend waying County, its Department of Public Services, its officials and employees against any and as stains, such and judgments to which the County, whether due to negligence of the Permit Plotter or to the joint negligence of the Permit Plotter and the County, arising out of any and all work performed under the permit, or in connection with wirth, not such as a permit or arising out of the permit of the permit property of such of any and all work performed under the permit, or in connection with wirth, not such as a permit of the permit of the permit of the permit of the permit property of the service of the work product that is the subject of the permit. This hold harmless provious night
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Permit on Site. The Permit Holder shall keep available a copy of the permit and any associated approved plans on one during permitted activities

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- the Pennit Holder shall provide at least three (3) days advanced notice, estillating Saturdays, Sundays and notitiasys, to the Person Office prior to the commencement of any pennitied activities by immining a START OF WORK NOTIFICATION form by mail, fax or e-mail in certain instances, additional notion may be required by the Perms Office. In the event that construction more excess for a period of time, their the Perms Holder
- 2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL 5460 701 at seq. as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7165, it least 72 hours, excluding Saturdays. Sundays and holidays, but not more than tweety-one (21) calendar days, before starting any underground wors. The Permit Holder assumes all responsibility for damage to or microground unliness
- The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (714) 955-2154, at least 72 hours print, excluding Saturdays, Sublays and resistays, but not more than Investigated (21) calendar days, before starting any underground work in the vignity of any traffic sugari equipment owned, operated or maintained by Wayne County

Stafety. The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work in completed and accepted by the County The Permit Holder shall and maintain all facilities as set forts in the permit in a new recording under the district and facilities and maintain all facilities as set forts in the permit in a new recording under the district and maintain all facilities as set forts in the permit in a new recording under the district and maintain all facilities as set forts in the permit in a new recording under the district and maintain all facilities as set forts in the permit in a new recording under the district and maintain all facilities as set forts in the permit in a new recording under the district and maintain all facilities as set forts in the permit in a new recording under the district and Holder shall comply with all applicable OSHA and MIOSHA requirements

Underground Diffices. The Permit Holder shall contact all unity swoods regarding their facilities prior to starting work and shall comply with all approache provisions of Act 53. Public Acts of 1974, as amended. Wayse County makes to warranty other expressed or implied as to the condition or autobility of subserface conditions or any examing faculty which may be encountered during an excession. The presence or streene of utilities is based on the best information available and the County as on responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to inderground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material accordance from within the right-of-way. Such materials include, without limitation, soils or ground-water contaminated by petroleum products or other pollutanis associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tasks.

Assignability: The aurnut is ocider transferable nor assignable without the written consent of the County

Limitation of Permit. The Applicant and the Permit Horder shall be responsible for obtaining and shall secure any permits or permits or permits or required by law from state, footral or prior incal governmental agencies and introductions, erronizations or individuals. These include, without limitation, those personning to drains, inland takes and streams, wetlands, woodbanks, flood plants, filling, native regulations and hours of operation fastance.

Access of Other Vehicles: The Poung Holder shall, at all times possible, maintain a minimum of one acceptable access to all abuting necupied properties, driveways and aide arrest antest innerwise specified on the secess at outer venices, the record respect that, at all times possible, maintain a maintain of one acceptance rocess to as assuring mempined properties, developed an intervenies and times possible, maintain a maintain of one acceptance of properties whose access may be comparably disrupted during the permitted work. The local police, the or emergency service agencies shall define access. The Permit Holder shall provide signing and other improvements accessary to croune adequace access until the roadway, driveway or side areas is researed. The Permit Holder shall conduct all operations us to minimize acceptances to abusing property owners. Wayne Claimly reserves the right to reasonably reserves the right to reasonably reserves the right to reasonably reserves. including permanent or temporary devenient. Waves County may require that work be suspensive and substantially backfilling of opes preaches or escavarions has been completed and drawing and drawing

Restoration. The Person Fulder agrees to restore the County road and road right-of-way, County drain assertion or County park property to a condition equal to de hence than its condition before work under the person organ. If the Person Related to the person of the pe required to occur and not be considered by the Penns Holder, the Penns Holder shall remove the most over the condition saminer to the considered by the Penns Holder, the Penns Holder shall remove the most over to a tradition saminer to the considered by the Penns Holder, the Penns Holder shall remove the most over to a tradition saminer to the considered by the Penns Holder.

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Reviewing The person may be adapted at revoked at the well of the County. It was noter of the Property the Person (Added thall parentee the person, which operates and monor of the release of the executive that sentences or sometific permit was granted. The Permit Holder expressly scaves my right to their damages by consecution sentime from the consecution of the permit

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Inspection and Festing of Marcelab. Waves County reserves the near of suspension and the issuing of inspection by its architectures of all permitted actions souths actioned south the word reproducing action of the permitted action of the permitted of the permit

Design. The Person Linear is fully expansible for the deposit mentanted facility such our the news shall be recovered with all approaches overall most confidence or personal and state some design of personal design of personal design of personal design of the new resonant of the responsibility of conference or a minimum for some design of personal design of the new resonant of the responsibility of conference or a minimum for the personal design of the new resonant of the responsibility of conference or a minimum for the personal design of the new resonant of the responsibility of conference or a minimum for the personal design of the new resonant of the new

Drainings: Transact draft out the afterest to their rate the result with off-way a court frametic restort unless approved to. We can't court

Permit Holder Compliance: The Portal Holder stuff was by the conditions and licenstance contained in the section and of other condition to the Condition of the Specific and Providing a feriors: The medication of any such mode taken order the period with composition (Period College - order and Period Periode)



#### Wayne County Department of Public Services Engineering Division – Permit Office Indemnity and Insurance Attachment

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

ALTHORIZED BY THE CITY WHICH IS

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

#### **CERTIFICATION**

	oing is a true and correct copy of a resolution adopted vandotte, County of Wayne, Michigan on October 18,
	Lawrence S. Stec City Clerk
At a regular meeting of the Wyandott following Resolution was adopted:	te City Council held on October 18, 2021, the
Motion by,	Supported by
Annual Permits which states that to obligations, hold harmless and defe Police Chief, Greg Mayhew, City General Manager to sign the Annual Control of the Co	ion Authorizing Execution of Wayne County 2022 the City of Wyandotte agrees to fulfill all permit and Wayne County, and authorizes Brian Zalewski, Engineer, and Paul LaManes, Municipal Services al Maintenance Permit A-22075, Annual Pavement and Permit for Special Events A-22160.
Unanimously carried.	
Resolution No	

I, Lawrence S. Stec, City Clerk of the City of Wyandotte, hereby certify that the foregoing is a true and complete copy of a Resolution as adopted by the City Council of the City of Wyandotte, County of Wayne, Michigan, at a regular meeting held on October 18, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act.

October 13, 2021

Mr. Larry Stec City Clerk 3200 Biddle Ave. Wyandotte, MI 48192

#### RE. 10/18/21 City Council Meeting request to speak

Dear Mr. Stec:

I am requesting the opportunity to speak at the Oct. 18, 2021 City Council Meeting. Due to a stroke, I am unable to talk and need to bring my sister, Barb Kolbe to assist me.

This is regarding a matter of a theft done by 3 City Workers using a City vehicle.

The items had a value of \$3,000 - \$5,000.

This was done at my residence 3806 16th St, Wyandotte.

oseph Luffrer (BK)

The incident occurred on Oct. 6, 2021.

I will bring a police report with me and a letter that I sent by certified mail 10/7/21 to the city alerting them of my concern.

Thank you.

Sincerely,

Joseph Ruffner 3806 16th Street

Wyandotte, MI 48192

Mr. Larry Stec City Clerk 3200 Biddle Ave. Wyandotte, MI 48192

Re. Request to Speak at Oct. 18, 2021 City Council Meeting

Dear Mr. Stec:

I am requesting the opportunity to speak at the Oct. 18, 2021 City Council Meeting.

On Oct. 6, 2021, several neighbors witnessed 3 Wyandotte Department of Public Services take personal property from 3806 16<sup>th</sup> St., Wyandotte. The stolen property was put on a city truck. (I will bring witnesses names and addresses with me to the meeting).

I love the city and do not want a bad reputation for the city but feel this is a serious matter that needs attention.

I would appreciate the opportunity to speak at the City Council Meeting.

Thank you.

Sincerely, Boxbara Kollie

Barbara Kolbe

#### **RESOLUTION**

Item Number: #8

Date: October 18, 2021

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

BE IT RESOLVED that the communication from Mr. Joseph Ruffner regarding residential property issues be referred to the Department of Public Service Superintendent and the City Engineer for review and report back to Council on November 1, 2021.

I move the adoption of the foregoing resolution.

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

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

Alderman Calvin Crayne Hanna Shuryan Stec

### CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 9

ITEM: Promotion of Fire Fighter Brian Hunley to Fire Sergeant

**PRESENTER:** Daniel Wright, Fire Chief

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

**BACKGROUND:** The position of Fire Sergeant was reintroduced to the Fire Department in the FY 2022 budget in an effort to stem ramifications of multiple retirements in the past year as well as several looming retirements over the next year. These retirements have and will create an experience deficit in the leadership of the Fire Department. It is vital to the function of the Fire Department to expeditiously get the future leaders of the Fire Department meaningful experience in leadership positions.

The next eligible candidate for this position, in accordance with the eligibility list established for the Fire Sergeant position by the Wyandotte Fire Fighters Civil Service Commission, is Fire Fighter Brian Hunley. My office is requesting the support of the City Council to promote Fire Fighter Brian Hunley to the position of Fire Sergeant. This promotion was supported by the Wyandotte Police and Fire Commission at the meeting on October 12, 2021.

**STRATEGIC PLAN/GOALS:** To provide the finest services for the citizens and visitors of the City of Wyandotte.

<u>ACTION REQUESTED:</u> Council support to promote Fire Fighter Brian Hunley to the rank of Fire Sergeant.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** This position was approved in the FY 2022 budget. Account #101-336-725-110.

**IMPLEMENTATION PLAN:** Upon approval from Council, Fire Fighter Brian Hunley will promoted to the rank of Fire Sergeant effective October 25, 2021.

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

- 1. Sergeant Job Description
- 2. Fire Sergeant Support Paper
- 3. Hunley Promotion P&F Signed

#### **RESOLUTION**

Item Number: #9

Date: October 18, 2021

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

BE IT RESOLVED by the Mayor and City Council that Council concurs with the recommendation of the Fire Chief and the Wyandotte Police and Fire Commission to promote Fire Fighter Brian Hunley to the rank of Fire Sergeant effective October 25, 2021..

I move the adoption of the foregoing resolution.

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

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

YEAS \_\_\_\_\_\_\_ COUNCIL \_\_\_\_\_\_\_ NAYS

Alderman \_\_\_\_\_\_\_

Calvin Crayne Hanna Shuryan Stec

Theodore H. Galeski CITY ASSESSOR

**Lawrence S. Stec** CITY CLERK

**Todd M. Browning** CITY TREASURER



Daniel Wright, Fire Chief

MAYOR Robert A. DeSana

COUNCIL
Robert Alderman
Chris Calvin
Kaylyn Crayne
Todd Hanna
Rosemary Shuryan
Kelly M. Stec

# WYANDOTTE FIRE DEPARTMENT FIRE SERGEANT JOB DESCRIPTION

The following job description is a generalized overview of the responsibilities of the position of Fire Sergeant of the Wyandotte Fire Department. It is not intended to be all inclusive, but rather a general guidline.

#### 1. Rank

The Fire Sergeant of the Fire Department shall be next in rank to the Fire Lieutenant of the Fire Department.

#### 2. Chain of Command

The Fire Sergeant shall perform such duties and shall assume command of the department in the absence of a higher-ranking officer. The word "absence" shall be defined as when a higher ranking officer is not assigned on that duty day or cannot be reached by a communication medium. The Fire Sergeant shall make no changes in policy without concurrence of the Chief of the Fire Department, or in his absence by order of the City Administration, except under emergency circumstances.

#### 3. Span of Control

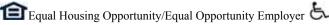
The Fire Department is under the general management and control of the City's Mayor and Council. The Fire Department is under the executive control of the Fire Chief and in his/her absence or by order the Assistant Fire Chief. The department is divided into two units. It is intended that there be at least one Sergeant assigned on each unit. In the absence of a higher ranking officer assigned to duty on any given day the Fire Sergeant shall be in charge of the daily operation of that unit, assuming the role of Shift Supervisor.

#### 4. Incident Response

The Fire Sergeant shall be assigned as follows:

- If two higher ranking officers are assigned on shift the Fire Sergeant shall be assigned to the Maple St. fire station.
- If one higher ranking officer is on shift the Fire Sergeant shall be assigned to the Ford Ave. fire station.
- If no higher ranking officer is on shift the Fire Sergeant shall assume the responsibility of the Shift Supervisor and be assigned to the Maple St. fire station.

3200 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-4500 • Fax 734-324-4540 • www.wyandotte.net



Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



Daniel Wright, Fire Chief

MAYOR Robert A. DeSana

**COUNCIL Robert Alderman Chris Calvin** Kaylyn Crayne **Todd Hanna Rosemary Shurvan** Kelly M. Stec

#### 5. Incident Command

The Fire Sergeant shall, in the absence of a higher-ranking officer, assume all responsibilities of the Fire Captain for incident command as outlined in the Fire Captain job description. In the presence of a higher-ranking officer the Fire Sergeant shall follow the orders of the higher-ranking officer and direct his/her subordinates accordingly to the Incident Action Plan developed.

#### 6. Responsibilities, Duties, and Functions

The Fire Sergeant is responsible for directing and supervising all personnel assigned to his station or, in the absence of a higher ranking officer, both fire stations. The Fire Sergeant shall have control over the personnel on duty, apparatus, buildings, and all department property therein during his/her assigned shift. The Fire Sergeant shall obey and enforce the provisions of the City of Wyandotte and Wyandotte Fire Department policies.

#### 7. Examples of Duties

The following are duties of the Fire Sergeant. They include, but are not limited to:

- In the absence of a higher-ranking officer will assume responsibilities of the Shift Supervisor.
- Respond to reported emergencies assigned and assume command in the absence of a higherranking officer.
- Supervise assigned personnel in all facets of emergency and non-emergency responses, following accepted procedures and safety practices.
- Maintain proper discipline and order amongst the ranks, reporting all violations of rules, regulations, policies, procedures and any other applicable laws of personnel under their charge.
- Complete all required department reports and logs.
- Perform other duties and assignments as directed by higher ranking officers.

#### 8. Training and Education

The Fire Sergeant shall have, or acquire within six months of promotion, the following training and education requirements:

- Successfully complete the prerequisites of a Fire Services Company Officer program such as the one offered at Schoolcraft College.
- NIMS-ICS (100,200,700,800)



Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



Daniel Wright, Fire Chief

**MAYOR** Robert A. DeSana

**COUNCIL Robert Alderman Chris Calvin** Kaylyn Crayne Todd Hanna **Rosemary Shuryan** Kelly M. Stec

Daniel Wright, Fire Chief City of Wyandotte

September 10, 2021 Date

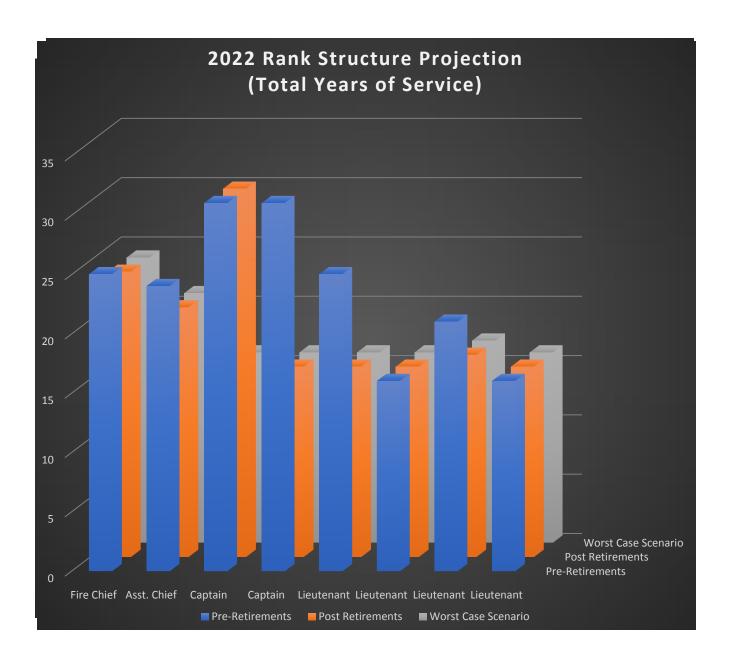
# Wyandotte Fire Department Fire Sergeant Support for Creation of New Sergeant Position

**Daniel Wright** 12-2-2020

It is anticipated that the Wyandotte Fire Department could see as much as one-third of it's current staffing retired by the end of 2022. This exodus will be primarily current senior officers on the department creating an experience void in the leadership of the department. My office has looked into this matter to determine the scope of effect that this will have on the department as well as find a plausible solution to minimize the potential negative impact that could result.

Three groups were looked at and compared for the purpose of this analysis. All groups addressed the positions of Lieutenant, Captain, Assistant Fire Chief, and Fire Chief. The first group, Pre-Retirements, was essentially the control group and consisted of the current rank structure witin the department as of the date of this report. The second group, Post Retirements, consisted of officers that have indicated that they are seriously considering or plan on being retired by the end of 2022 or those who, by virtue of their age, will be mandated to retire. Their vacant positions were filled by the most likely projected replacement personnel to fill their positions based on current promotional eligibility lists as well as those employees meeting all or most of the educational prerequisites for those positions. The third group, Worst Case Scenario, assumed that all employees who were eligible to retire by the end of 2022 would do so. Again, they were substituted with the most likely replacements for their positions.

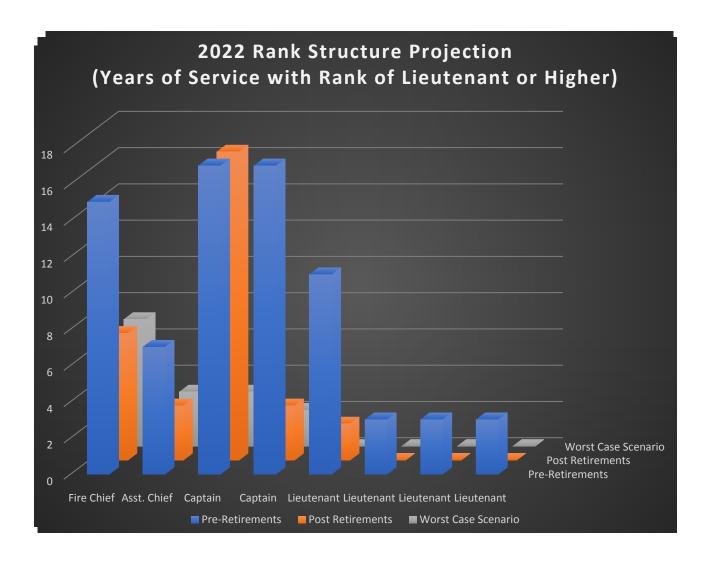
Two primary statistics were evaluated. First, the average overall years of service within the Wyandotte Fire Department for each group. Second, the average overall years of service at or above the rank of Lieutenant within the Wyandotte Fire Department. The latter would provide the most glaring indicator that multiple retirements within the senior rank structure of the fire department could pose a serious and sustaining liability for the City as well as a safety concern for the employees who remain.



The 2022 Rank Structure Projection is based on going into 2022 with the current 2020 rank structure (Pre-Retirements). The average years of service for this group is 23.6 years.

The Post Retirements group is based on members who must retire in 2022 due to age and those members with a high probability based on eligibility and negative pension ramifications for staying longer. It includes the members who do not currently hold rank and will likely move into those positions. The average years of service for this group is 19.6 years.

The last group, Worst Case Scenario, assumes that all officers who are eligible to retire in 2022 will do so. It includes members who are most likely to fill in the vacancies. The average years of service for this group is 17.75 years. When excluding the Chiefs that drops to 16.2 years



This rank structure projection is based on going into 2022 with the current 2020 rank structure (Pre-Retirements). The average years of service for this group holding the rank of Lieutenant or higher is 9.4 years.

The Post Retirements group is based on members who must retire in 2022 due to age and those members with a high probability based on eligibility and negative pension ramifications for staying longer. It includes the members who do not currently hold rank and will likely move into those positions. The average years of service for this group holding the rank of Lieutenant or higher is 4 years with three of the Lieutenants having no officer experience whatsoever. When you exclude the Chiefs that number drops to 3.7 years.

The last group, Worst Case Scenario, assumes that all officers who are eligible to retire in 2022 will do so. It includes members who are most likely to fill in the vacancies. The average years of service for this group holding the rank of Lieutenant or higher is 1.88 years with both Captains having under three years of experience in rank and all four Lieutenants with no experience in rank. When you exclude the Chiefs that number drops to 0.8 years.

Both retirement scenarios are concerning as we are likely to find that the department rank structure will fall somewhere between the "Post Retirement" group and the "Worst Case Scenario". This represents a foreseeable liability for the City in the very near future as proper command decisions on high-risk incidents are based on a blend of experience making those decisions and the appropriate educational background. Compound this with a likely additional grouping of very new and inexperienced fire fighters at the bottom of the rank structure and the likelihood of a serious and costly mistake being made compounds exponentially.

I would compare this to what the Police Department Patrol Division went through recently when they found themselves staffing shifts with personnel on the road who all had under 2 years of experience. The glaring difference between the two being that this experience deficiency will be at the top end of the Fire Department rank structure.

It is my opinion that we consider re-establishing the rank of Sergeant as a tested promotional position with Civil Service and maintaining one on each shift. The Sergeants would be assigned to work on the same work schedule as the Captain of their respective shift for direct mentoring on a daily basis. I will create a job description for the rank of Sergeant focused on giving the individuals in these positions the preparatory education as well as opportunities to assume command and supervise the shift when appropriate. By establishing and maintaining the Sergeant's position and moving employees through that rank we should be able to ensure that all new Lieutenants move into those positions with some command experience and advanced education. I believe this will alleviate the liability of having so many new and inexperienced fire officers at one time.

Currently we have one paid Sergeant's position in the budget. That employee has indicated that he intends to retire in early 2021. Additional funds would be required to establish the second Sergeant position which I anticipate would be less than \$4000 annual to cover the difference in wage and benefits between a Sergeant and a Fire Fighter under the current CBA structure. The Union has requested that on the occasions that a Sergeant would be placed in the position of Shift Supervisor that he be compensated for that time commensurate with the rank of Lieutenant. The elimination of "Driver's Pay" should offset any cost incurred by doing so as the frequency of that opportunity will be limited. When compared to 2019 data the Sergeant position would have had the opportunity to be Shift Supervisor six times.

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



Daniel Wright, Fire Chief

MAYOR Robert A. DeSana

COUNCIL
Robert Alderman
Chris Calvin
Kaylyn Crayne
Todd Hanna
Rosemary Shuryan
Kelly M. Stec

October 12, 2021

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

Dear Mayor and Council,

We the members of the Wyandotte Police and Fire Commission have reviewed the recommendation made by the Fire Chief. We are in concurrence with the Fire Chief to promote Fire Fighter Brian Hunley to the rank of Sergeant.

Sincerely,

John Harris, Vice President

Wyandotte Police and Fire Commission

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

MEETING DATE: 10/18/2021 AGENDA ITEM # 10

ITEM: Purchase of 2021 Ford F-150 for the Fire Department

PRESENTER: Daniel Wright, Fire Chief

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

BACKGROUND: The addition of Assistant Fire Chief position in November of 2019 created a need for an another vehicle for the use of the Assistant Fire Chief. At the time of the creation of the new position in the Fire Department, the Police Department was generous enough to provide us with a 2009 Ford Escape for the use of the Assistant Fire Chief in the performance of his regular duties which take him all over the City of Wyandotte as well as other communities in the Downriver area. That vehicle has since been take out of service for mechanical issues that were deemed unsafe and unrepairable by mechanics with the Department of Public Service. The purchase of a new vehicle for the fire department will allow the Assistant Fire Chief to safely and efficiently continue to discharge his duties of the service of the City of Wyandotte.

My office is asking Mayor and Council to approve the purchase of a 2021 Ford F-150 in the amount of \$37,980.00 from Gorno Ford in Woodhaven, MI who holds the State of Michigan contract for Ford vehicles. This purchase was supported by the Wyandotte Police and Fire Commission at the meeting on October 12, 2021.

**STRATEGIC PLAN/GOALS:** To provide the finest services to the citizens and visitors of the City of Wyandotte

<u>ACTION REQUESTED:</u> City Council approval for the purchase of a new 2021 Ford F-150.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** This purchase was approved in the FY 2022 budget. Account #402-336-850-530.

**IMPLEMENTATION PLAN:** If approved by City Council, this vehicle will be purchased and placed into service.

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

- 1. 2021 F-150 SC QUOTE 10.5.21
- 2. Administrative Vehicle Approval Signed P&F

#### **RESOLUTION**

Item Number: #10 Date: October 18, 2021

RESOLUTION by Councilper	rson		
Police and Fire Commission to	CITY COUNCIL that Council copurchase a 2021 Ford F-150 for of \$37,890.00 from account 40	or the Fire Department from	•
I move the adoption of the for	egoing resolution.		
MOTION by Councilperson _			
SUPPORTED by Councilpers	on		
YEAS	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin Crayne		
	Hanna		
	Shuryan		
	Stec		

#### MICHIGAN CONTRACT HOLDER

#### **Gorno Ford**

22025 ALLEN ROAD WOODHAVEN, MI 48183 **734-671-4017** 

WYANDOTTE FIRE DEPT ATT: CHIEF DAN WRIGHT 10-6-21

266 MAPLE

WYANDOTTE, MI 48192

BUS: 734-642-5895

EMAIL: dwright@wyandottemi.gov

#### 2021 FORD F-150 SUPER CAB, 4X4, 6 ¾ BED, 101A PKG, CONTRACT# 071B7700181 IN-STOCK T3404, VIN MKE18325

AGATE BLACK

DARK SLATE CLOTH INTERIOR

5.0L V8 ENGINE / 10 SPD AUTOMATIC TRANSMISSION

POWER EQUIPMENT GROUP

CRUISE CONTROL

**REVERSE SENSING** 

3.73 ELOCK REAR AXLE

7050# GVW

**RUNNING BOARDS** 

PRO POWER ONBOARD 2KW GENERATOR

SYNC 4

TRAILER TOW PACKAGE

**BRAKE CONTROLLER** 

SKID PLATES

**REAR WINDOW DEFROSTER** 

SIRUS XM RADIO

CHROME APPEARANCE PACKAGE (BUMPERS, FOG LAMPS, 17" SILVER PAINTED WHEELS)

8-WAY POWER DRIVERS SEAT

PRIVACY GLASS

TONNEAU RETRACTIBLE COVER

SPRAY IN BEDLINER

DELIVERED TO WYANDOTTE, MI \$37,890.00

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



Daniel Wright, Fire Chief

MAYOR Robert A. DeSana

COUNCIL
Robert Alderman
Chris Calvin
Kaylyn Crayne
Todd Hanna
Rosemary Shuryan
Kelly M. Stec

October 12, 2021

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

Mayor and Council,

We the members of the Wyandotte Police and Fire Commission have reviewed the request made by the Fire Chief. We are in concurrence with his recommendation to purchase a new 2021 Ford F-150 for the use of the Fire Department administration.

Sincerely,

John Harris, Vice President

Wyandotte Police and Fire Commission

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 11

**ITEM:** First & Final Reading #1518: Adoption of Revised Code of Ordinances

**PRESENTER:** Larry Stec, City Clerk

**INDIVIDUALS IN ATTENDANCE:** Larry Stec, City Clerk

**BACKGROUND:** In 2019, the City of Wyandotte Clerk's Office undertook the task of recodifying of the Wyandotte Code of Ordinances. American Legal Publishing is the vendor contracted to publish, supplement, and distribute our city's Code. This type of review is recommended to be completed every 15-20 years. A review of our Code has never been completed since it was published in 1980.

As part of the process, a comprehensive Legal and Editorial Review was completed by American Legal Publishing. This review included recommendations by ALP's legal staff for recommended changes to coincide with State laws, clear up contradictions within the Code, fix spelling and grammar errors, and provide recommendations for general clarity throughout the Code. The review did not include any part of the Charter, which is only changed upon a vote by the electorate, other than spelling and typographical errors upon the direction of the City Clerk. The review was sent to all department heads for comments and recommendations for retainment or updating of department-specific ordinances.

After 2 years of work and review, the finished document is now available for review and use by the City and its citizens. While not too far behind its expected completion date, COVID-19 did slow the process down. We are confident that the Code was updated, revised, corrected, and completed in accordance with the terms of the contract signed in 2019, at the inception of the project. We are now able to present a concise and usable Code that will serve all the needs of those who access it.

**STRATEGIC PLAN/GOALS:** To comply with and enforce all the requirements of our laws and regulations by keeping our local ordinances updated and in line with State laws.

**ACTION REQUESTED:** Adopt Ordinance #1518 on October 18, 2021.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Clerk Office Operating Expenses: 101-215-750-220. Costs have been appropriated from the FY19, FY20, & FY21 budgets. Final payment has been made to the vendor. No future budget implications.

**IMPLEMENTATION PLAN:** The City Clerk's Office recommends that all departments familiarize themselves with the new format of the Code and review and update all departmental forms and letters that contain former Code references.

**LIST OF ATTACHMENTS: None** 

#### **RESOLUTION**

Item Number: #11 Date: October 18, 2021

RESOLUTION by C	Councilperson
-----------------	---------------

First & Final Reading #1518

#### AN ORDINANCE ENTITLED

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF WYANDOTTE, MICHIGAN, REVISING, AMENDING, RESTATING, RECODIFYING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF WYANDOTTE DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY

The City of Wyandotte Ordains:

WHEREAS, the present general and permanent ordinances of the City of Wyandotte are in need of restatement, reorganization, codification and recodification for the complete preservation of the public peace, health, safety and general welfare of municipality and for the proper conduct of its affairs; and

WHEREAS, the Acts of Legislature of the State of Michigan empower and authorize the City of Wyandotte to revise, amend, restate, codify, recodify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the Legislative Authority of the City of Wyandotte has authorized a general restatement, compilation, revision, codification, and recodification of the ordinances of the City of Wyandotte of a general and permanent nature and publication of such ordinance in book form; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

Section 1. The general ordinances of the City of Wyandotte as revised, amended, restated, codified, recodified, and compiled in book form are hereby adopted as and shall constitute the "Code of Ordinances of the City of Wyandotte, Michigan.

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

#### WYANDOTTE, MICHIGAN CODE OF ORDINANCES TABLE OF CONTENTS

#### **CHARTER**

#### TITLE I: GENERAL PROVISIONS

- 10. Rules of Construction; General Penalty
- 11. Municipal Civil Infractions

#### TITLE III: ADMINISTRATION

- 30. Organizations
- 31. Officials and Employees
- 32. Retirement System
- 33. Law Enforcement
- 34. Finance and Revenue; Taxation

#### TITLE V: PUBLIC WORKS

- 50. Electricity
- 51. Garbage and Trash
- 52. Water and Sewers
- 53. Cable Television

#### TITLE VII: TRAFFIC CODE

- 70. General Provisions
- 71. Traffic Regulations
- 72. Parking and Stopping Rules
- 73. Recreational Vehicles
- 74 Motor Carriers

#### TITLE IX: GENERAL REGULATIONS

- 90. Downriver Central Animal Control
- 91. Fire Prevention and Protection
- 92. Hazardous and Toxic Materials
- 93. Fireworks
- 94. Health and Safety; Nuisances
- 95. Marine Safety
- 96. Special City Events
- 97. Parks, Recreation and City-Owned Property
- 98. Unmanned Aircraft
- 99. Alarm Systems
- 100. Weights and Measures

#### TITLE XI: GENERAL BUSINESS REGULATIONS

- 110. Auctions; Garage Sales
- 111. Peddlers and Solicitors
- 112. Advertisements
- 113. Film Production
- 114. Gasoline Service Stations
- 115. Telecommunications
- 116. Food and Drink Establishments
- 117. Alcoholic Beverages

118. Marijuana Businesses

TITLE XIII: BUSINESS REGISTRATION AND LICENSING

130. Registration and Licensing

131. Junk Dealers, Junkyards and Pawnbrokers

132. Leisure; Amusements and Entertainment

133. Tattoo Parlors and Tattooing

134. Used Car Dealers

TITLE XV: GENERAL OFFENSES

150. General Provisions

151. Offenses Against Persons

152. Offenses Against Property

153. Offenses Against Public Peace

154. Weapons and Harmful Devices

155. Controlled Substances and Other Drugs

156. Inmate Reimbursement

TITLE XVII: LAND USAGE

170. Building Regulations; Construction

171. Housing Code

172. Electric Code and Inspections

173. Mobile Homes and Mobile Home Courts

174. Streets and Sidewalks

175. Trees and Vegetation

176. Grading and Soil Erosion Control

177. Planning and Development

178. Urban Renewal

179. Swimming Pools

180. Geothermal Systems

181. Rental Dwellings and Units

TITLE XIX: ZONING

190. Zoning

TABLE OF SPECIAL ORDINANCES

PARALLEL REFERENCES

References to Michigan Compiled Laws Annotated

References to Prior Code

References to Ordinances

**INDEX** 

Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and reordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to

subjects not contained in or covered by the Code.

Section 4. Such Code shall be deemed published as of the day of its adoption and approval by the City Council and the Clerk of the City of Wyandotte is hereby authorized and ordered to file a copy of such Code of Ordinances in the Office of the Clerk.

Section 5. Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties, and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.

Section 6. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety, and general welfare of the people of this municipality and providing for the usual daily operation of all city departments, and shall take effect at the earliest date provided by law.

Section 7. 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 8. Effective Date.

This ordinance shall take immediate effect. This ordinance is deemed necessary for the immediate preservation of the public peace, property, health, safety and for providing for the usual daily operation of the City of Wyandotte. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage. 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 fore	egoing resolution.	
MOTION by Councilperson _		
SUPPORTED by Councilperso	on	
<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Alderman	
	Calvin	
	Crayne	
	Hanna	
	Shuryan	

Stec

### CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 12

ITEM: First & Final Reading #1519: Adoption of Floodplain Management Ordinance

PRESENTER: Gregory J. Mayhew, City Engineer

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

**BACKGROUND:** The City of Wyandotte currently participates in the National Flood Insurance Program (NFIP) which allows residents to obtain flood insurance. The Federal Emergency Management Agency (FEMA) is issuing new Flood Insurance Rate Map(s) (FIRMS), and a new Flood Insurance Study (FIS) Entitled "Flood Insurance Study for Wayne County, All Jurisdictions", both effective October 21, 2021. A review of the new FIRM panels show no change to the Special Flood Hazard Areas in the City of Wyandotte.

In order to continue flood insurance coverage the City must adopt the new FIRM panels and the FIS. To accomplish this, I recommend that the City amend Code of Ordinance Chapter 170: Building Regulations; Construction by adopting Sec. 170.026 Floodplain Management Provisions of the State of Michigan Construction Code to codify the City's responsibility. Attached is the recommended ordinance amendment to be presented for a first and final reading.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents.

<u>ACTION REQUESTED:</u> Adopt a resolution receiving and placing the communication from the City Engineer on file and setting first and final reading of the ordinance entitled Sec. 170.026 Floodplain Management Provisions of the State of Michigan Construction Code.

#### **BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** If Council concurs, hold the first and final readings of the proposed Code of Ordinance "Sec. 170.026 Floodplain Management Provisions of the State of Michigan Construction Code", and update the Code of Ordinances once final approval is received.

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

1. Sec. 170.026 Floodplain Management Provisions of the Stare of Michigan Construction Code

#### **RESOLUTION**

Item Number: #12 Date: October 18, 2021

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

FIRST & FINAL READING #1519

#### AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY ADOPTING SEC 170.026 TO BUILDING CODE OF CHAPTER 170: BUILDING REGULATIONS; CONSTRUCTION TO BE TITLED "FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE CONSTRUCTION CODE"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Adoption of Sec. 170.026 entitled "Floodplain Management Provisions of the State Construction Code".

#### **Chapter 170: Building Regulations; Construction**

#### **Building Code**

#### 170.026 Floodplain Management Provisions of the State of Michigan Construction Code

- (A) PURPOSE. The purpose of this ordinance is to designate an enforcing agency to discharge the responsibility of the City of Wyandotte located in Wayne County, Michigan, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.
- (B) AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the City of Wyandotte is hereby designated as the enforcing agency to discharge the responsibility of the City of Wyandotte under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The City of Wyandotte assumes responsibility for the administration and enforcement of said Act throughout the corporate limits of the community adopting this ordinance.
- (C) CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.
- (D) DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency

Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Flood Insurance Study for Wayne County, All Jurisdictions", effective October 21, 2021, and the Flood Insurance Rate Map(s) (FIRMS) panels 26163CIND1C, 26163CIND2C, 26163C0407F, 26163C0408F, 26163C0409F, 26163C0416F, AND 26163C0417F, all effective October 21, 2021, and, 26163C0406E, effective February 2, 2012 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code. A complete copy of the above referenced law and rules are available to the public at the office of the City Clerk and available for inspection.

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 immediate effect. This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health, safety and for providing for the usual daily operation of the City Engineer's Office. This Ordinance or a summary of this Ordinance shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. 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 foreg	going resolution.	
MOTION by Councilperson		
SUPPORTED by Councilperson	n	
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>
	Alderman	
	Calvin	
	Crayne	
	Hanna	
	Shuryan	
	Stec	

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

MEETING DATE: 10/18/2021 AGENDA ITEM # 13

#### ITEM: Kiwanis Park Long Term Stewardship Plan

**PRESENTER:** Gregory J. Mayhew, City Engineer Justin Lanagan, Recreation Superintendent

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

**BACKGROUND:** In the 1990's the EPA discovered cyanide contamination in the soils in properties along North Drive from the railroad tracks to the Ecorse Creek. The Site was completely remediated by the EPA except for the Kiwanis Park area. In 2000, the EPA found lead and arsenic contamination at the Park at levels exceeding the cleanup standards. The contaminated material was found to be 3-4 feet below the ground surface and was not similar to, or appeared to be unrelated to, the cyanide waste that was remediated.

In lieu of remediation, the EPA's selected remedy called for permanently restricting the use of the land and the groundwater at the Park Area by requiring restrictive covenants (RCs) including, but not limited to, notice to future property owners of contamination at the Site and deed restrictions to regulate the land use of the Park area. The purpose of these restrictions is to prevent exposure to Site contaminants and prevent erosion of the existing soil cover.

As part of this remedy, the City of Wyandotte was required to prepare a long-term stewardship plan for monitoring and maintaining the park area. The plan, "Long-Term Stewardship Plan Lower Ecorse Creek Dump Site City of Wyandotte Kiwanis Park" was submitted to the EPA, and reviewed and approved by the EPA.

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

<u>ACTION REQUESTED:</u> Accept the Long Term Stewardship Plan for Kiwanis Park, authorize the Recreation Superintendent and City Engineer to implement the Plan, and publish the Plan by listing it on the City's Website.

#### **BUDGET IMPLICATIONS & ACCOUNT NUMBER: None**

**IMPLEMENTATION PLAN:** Recreation Superintendent and City Engineer shall implement the Plan and publish the Plan on the City's Website.

#### LIST OF ATTACHMENTS:

- LONG TERM STEWARDSHIP PLAN
- 2. APPENDIX A
- 3. APPENDIX B
- APPENDIX C
- APPENDIX D

#### **RESOLUTION**

Item Number: #13 Date: October 18, 2021

RESOLUTION by Councilper	son		
Lower Ecorse Creek Dump Sit and City Engineer to implement	hat Council hereby receives and the City of Wyandotte Kiwanis P that the Plan, and further, the Plan sure and Culture Department/Pa	ark" and directs the Recr a shall be published with	eation Superintendent a link on the City's
I move the adoption of the fore	egoing resolution.		
MOTION by Councilperson _			
SUPPORTED by Councilperso	on		
<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

# LONG-TERM STEWARDSHIP PLAN LOWER ECORSE CREEK DUMP SITE CITY OF WYANDOTTE KIWANIS PARK

# PREPARED BY: GREGORY J. MAYHEW, P.E. CITY ENGINEER CITY OF WYANDOTTE, MICHIGAN

SEPTEMBER 2021

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#### LONG-TERM STEWARDSHIP PLAN

#### 1.0 Introduction

#### 1.1 Site History

The Site is located in Section 17, R11E, T3SN in the City of Wyandotte, Wayne County, Michigan (Figure 1 in Appendix B). The City of Wyandotte (City) is located about 6 miles southwest of the City of Detroit. The site area includes six residential blocks centered around the 400 block of North Drive. The Detroit and Toledo Railroad tracks are located east of the residential area. The Ecorse River borders the Site to the north and west. Directly north of the Ecorse River is the abandoned Great Lakes Steel Foundry. Two lots located at 2303 Oak Street are also included as part of the Site. Most of the Site was completely remediated except for the Kiwanis Park area located on the 600 block of North Drive. The Park is approximately one acre in size, is adjacent to residential properties, and is on the bank of the Ecorse River. The Park is owned by the City of Wyandotte.

Beginning in the 1920s and continuing to the 1980s, the wetlands along the banks of the Ecorse River in Wyandotte were reportedly filled in with construction debris and the river rechanneled. Interviews with local residents indicate that the homes on North Drive were built from about the 1920s through the 1980s. In October 1989, the owner of the residence at 470/480 North Drive (Lots 23/24) reported to the Wayne County Health Department that workers excavating to replace the driveway on their property had encountered blue-colored soil. The blue color was later determined to be due to the presence of cyanide containing compounds (ferric ferrocyanide). It is suspected that waste from a coal-gasification plant was deposited in the area and is the source of the blue material.

The Site was added to the National Priorities List (NPL) in May 1994 and deleted from the NPL in 2005.

On July 17, 1996, a Record of Decision (ROD) addressing the entire Site was signed by EPA. It addressed both surface and subsurface soil contamination, and site restoration activities. On July 13, 2001, a ROD Amendment was also signed by the EPA to address a change to the remedy for the part of the Site referred to as the Park Area (Kiwanis Park).

The remedy change in the 2001 ROD Amendment was to address the threats posed by the low-level threat wastes at the Park area portion of the Site which were left in place. The 2001 ROD Amendment determined institutional controls (ICs) and monitoring and maintenance of the clean fill cover were needed for the Park area portion. Therefore, the remedy in the 2001 ROD Amendment called for permanently restricting the use of the land and the groundwater at the Park Area by requiring restrictive covenants (RCs) including, but not limited to, notice to future property owners of contamination at the Site and deed restrictions to regulate the land use of the Park area. The purpose of these restrictions is to prevent exposure to Site contaminants and prevent erosion of the existing soil cover. The ROD Amendment stated that if for any reason deed restrictions are not placed on the Park area property, then the original remedy selected in the 1996 ROD will be implemented at the Park area property.

#### 1.2 Objective

This Long-Term Stewardship Plan has been prepared as a tool for use by the City of Wyandotte, its contractors, and overseeing state and federal agencies to ensure the safe and effective implementation of the Institutional Controls and Restrictive Covenants, monitoring and maintenance activities, and land use restrictions.

#### 1.3 Site Location and Description

Kiwanis Park is in the City of Wyandotte, Wayne County, Michigan, and is located north of North Drive Street, west of 6<sup>th</sup> Street, bounded to the north by the Ecorse Creek and to the west by a residential property. See Appendix A.

The property is legally described as: Lots 11 thru 14, both inclusive, "Emmons Orchard Subd'n" of Part of Private Claim 113 Village of Ford & Ecorse Twp. (now City of Wyandotte) Wayne Co. Mich. as recorded in Liber 38 of Plats, Page 30, Wayne County Records.

The site is an approximately 1.05 acre parcel of fairly level grade. Surface primarily grass, with a concrete paved area once used as a basketball court and another paved area with a shelter. There are swing sets, a playscape and some park benches and picnic tables. The park has a cyclone fence around the perimeter with access opening on North Drive.

The site is administered and maintained by the City of Wyandotte Recreation, Leisure and Culture Department, the City of Wyandotte Engineering and Building Department and the Department of Public Services.

#### 2.0 Site Stewardship Responsibilities

#### 2.1 Institutional Controls

The 2001 ROD Amendment required that ICs be placed on the Park property to protect the remedy and ensure no disturbance of the soil or use of groundwater. On February 12, 2002, EPA issued a UAO to the City requiring ICs in the form of Restrictive Covenant (RC) to be recorded on the Park and requiring the City to maintain the integrity of the soil cover in the Park. Wyandotte recorded a RC with the Wayne County Register of Deeds on April 15, 2002 (see Appendix B). A map showing the area in which the ICs apply is included in Appendix A. The RC provides for the following:

- The Owner (City of Wyandotte) shall restrict activities at Kiwanis Park that may interfere
  with a remedial action, operation and maintenance (O&M), monitoring, or other measures
  necessary to ensure the effectiveness and integrity of the remedial action.
- The Owner shall not allow extraction of any groundwater for domestic or industrial use through a well or any other device located within the Property.

- The Owner shall at all times ensure isolation of the water layer by continuously implementing the O&M requirements set forth in paragraph 31 of the Unilateral Administrative Order (UAO) and Attachment A of the RC.
- The Owner shall provide notice to EPA and EGLE of the Owner's intent to convey any
  interest in the Property thirty (30) days prior to consummating the conveyance. A
  conveyance of title, an easement, or other interest in the Property shall not be consummated
  by the Property owner without adequate and complete provision for compliance with the
  terms and conditions of this Covenant.
- The Owner shall grant EPA and EGLE and each Agency's designated representative the right to enter the Property at reasonable times for the purpose of monitoring compliance with the ROD Amendment and UAO, including the right to take samples, inspect the operation of the RA measures, and inspect records.

The RC further provides that it runs with the Property and is binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons under their direction and control, and will continue until EPA or its successor approves modifications or rescission of the RC. A copy of the RC will be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

Long-term stewardship of the Institutional Control (IC) involves assuring effective procedures are in place to properly maintain and monitor the site.

In addition to the responsibilities stipulated in the RC, other long-term stewardship responsibilities are addressed in this document, and procedures are provided to assure the continued quality of surface water, sediment, and groundwater.

#### 2.2 Stewardship Team Members

The long term stewardship team is made of members responsible for implementing, operating, and overseeing the IC and RC. Appendix C identifies the current City of Wyandotte key personnel.

Key personnel may change from time to time during this LTS. An updated contact list shall be maintained in the event an emergency or other situation that may occur that requires prompt action by one or more of the respective parties. The contact list will be reviewed and updated as necessary annually by the City of Wyandotte City Engineer.

#### 2.3 Roles and Responsibilities

Successful implementation of the LTS will depend on a clear understanding of the roles and responsibilities of each member of the team. Stewardship roles and responsibilities are outlined in the RC and are as follows.

 Restrict activities at the Kiwanis Park that may interfere with a remedial action, operation and maintenance, monitoring or other measures necessary to assure the effectiveness and integrity of the remedial action. The City Engineer and Recreation Superintendent shall

- be responsible for the use of site, and shall review all proposed uses, changes and improvements to ensure compliance with the IC and RC.
- 2. Prohibit extraction of any groundwater for domestic or industrial use through a well or any other device located within the property. City Engineer shall be responsible for ensuring that this is met. The City of Wyandotte owns and operates a publicly owned water plant and distribution system, and by Code and Ordinance, all potable water used in the City of Wyandotte shall be obtained from the City of Wyandotte Municipal Services Water Department. Further, this park and surrounding area is zoned for residential use as shown in the City of Wyandotte Master Plan and no industrial uses are allowed or planned for. The City Engineer shall ensure the Master Plan and Zoning designations are not changed.
- 3. Ensure isolation of the waste layer by continuously implementing the operation and maintenance requirement set forth in paragraph 31 of U.S. EPS's February 12, 2002 UAO and Appendix A to the Restrictive Covenant. The City Engineer and Recreation Superintendent shall not allow any excavation on the property to exceed eighteen (18) inches in depth in addition to adhering to the other requirements outlined in Paragraph (3) of Attachment A to the Restrictive Covenant. The City Engineer and Recreation Superintendent shall monitor the portion of the park bordered by the Ecorse Creek for erosion action, and if any observed, take immediate action to mitigate the erosion activity.
- 4. Notice of intent to convey interest in the Kiwanis Park property. The City Engineer shall be responsible for providing notice thirty (30) days prior any conveyance of any interest in the property to the U.S. EPA and the Michigan Department of Environmental Quality (MDEQ) (now Michigan Department of Environment, Great Lakes, and Energy EGLE), and shall ensure any conveyance title, easement or other interest shall include provisions for compliance with the terms and conditions of the IC and RC.
- The U.S. EPA and EGLE, and each agency's designated representative shall be granted the right to enter the Kiwanis Park property for the purposes of, but not limited to, monitoring compliance, obtaining samples and inspection of operations. Such actions shall be arranged thru the City Engineer.

#### 2.4 Responsibility for Inspections and Maintenance Operations

The City of Wyandotte Department of Public Services (DPS) shall maintain the Kiwanis Park grounds by mowing and trimming all lawn, shrubs and trees on the site. The Parks and Recreation Department shall be responsible for inspection and maintenance of playground equipment, covered shelter and furniture. The City Engineer or the Recreation Superintendent shall make bi-annual inspections of the Kiwanis Park site.

#### 2.5 Soil Cover Inspection and Maintenance Activities

The existing soil cover is intended to reduce the potential for human contact with the waste materials contained on the site and allows the surface to shed water to the perimeter stormwater management system. The topsoil layer, a highly organic layer that supports vigorous plant growth, helps minimize erosion damage from precipitation events, and maximizes evaporation and transpiration.

Maintenance work is required to maintain the parks appearance, to promote uniform vegetative growth, and to ensure access for inspection activities. This will consist of mowing and trimming the grass, and maintaining and trimming of shrubs and trees by the DPS.

The quality of the soil cover shall be assessed a minimum of bi-annually by the City Engineer and DPS personnel to ensure that the performance objectives dictated in the IC and RC are being met.

Ground cover shall be visually inspected for any excavations or settlements. Any bare spots shall be graded with new topsoil and seeded by the DPS or the Parks and Recreation Department. Shrubs and trees shall be inspected for health and proper growth. Any dead, diseased or dying shrub or tree will be removed and replaced by the DPS.

#### 2.6 Kiwanis Park Site Amenities Inspection and Maintenance Activities

The Recreation Superintendent shall perform bi-annual, or more as required, inspections of the playground equipment, park shelter and furniture to ensure proper maintenance and that these amenities have not disturbed the soil cover. Any work performed in the maintenance, repair or replacement of park amenities shall conform to the requirements of the IC an RC.

#### 2.7 Recordkeeping

Inspection activities shall be recorded using the attached Site Inspection Checklist, Appendix D.

All park ground cover repair, and all park playground equipment, shelter and furniture maintenance activities, repair work, and equipment breakdowns will be recorded on a work log and submitted to the City Engineer to be placed in a file located in the Engineering and Building Department, and a copy of all reports and documents shall be submitted to the Recreation Superintendent to be placed in a file located in the Parks and Recreation Department.

Documentation of repair work will include location of repairs, method and scope of repairs, and suppliers of materials/repairs.

The submission of formal maintenance reports to regulatory agencies is not necessary unless requested by an agency.

## APPENDIX A

SITE MAP AND PHOTOS



## Lower Ecorse Creek Dump Wyandotte, MI



### EPA ID# MID980274179



County

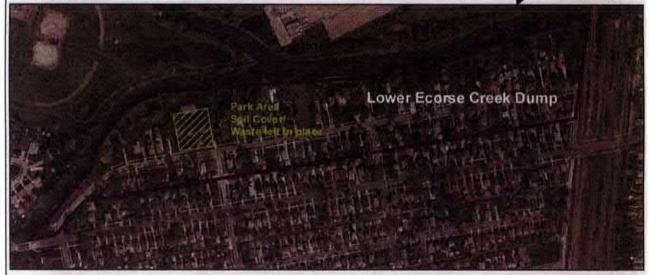


Figure 1

1

0 45 90

180

270

Meters 360 Site

Produced by Andrea Hicks U.S.EPA Region 5 on February 22, 201 Image Date 2009/2010 EPA Disclaimer: Please be advised that areas depicted in the map have been estimated. The map does not create any rights enforceable by any party. EPA may refine or change this date and map at any time.





Aerial image of the Park Area



Park Area Overview Facing North-Northwest - Date October 8, 2019



Park Area Overview Facing Southwest - Date October 8, 2019



Park Play Area Facing South – Date October 8, 2019

## APPENDIX B

RESTRICTIVE COVENAT

DZU61829 APR 15 2002

#### ATTACHMENT 3

#### DECLARATION OF RESTRICTIVE COVENANT

This Restrictive Covenant has been recorded with the Wayne County Register of Deeds for the purpose of protecting public health, safety and welfare and the environment.

On July 13, 2001, the United States Environmental Protection Agency (U.S. EPA) issued a Record of Decision Amendment #1 (ROD) selecting institutional controls as the remady for the approximately one sere percel of property owned by the City of Wyundotte and located at 610 North Drive, Wyundotte, Wayne County, Michigan, (Property) which is depicted in the attached property survey and more particularly described as:

Lots 11, 12, 13 and 14 Emmons Orchard Subdivision of part of PC 113 Boorse Twp T35 R11E as recorded in Liber 18, Page 30 WCR.

Property Tax ID Number of Property: 57-001-04-0011-000

As used herein, the term "Owner" shall mean at any given time the then correct title holder of the Property.

NOW THEREPORE the City of Wyandotte, in accordance with the ROD and U.S. EPA's [insert date] Uniteteral Administrative Order (UAO) issued pursuant to Section 106(a) of the Comprehensive Environmental Response, Comprehensive Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9606(a), hereby imposes restrictions on the Property and coverants and acknowledges that an approximately six foot thick layer of detrie exists under most of the Property and is covered by approximately three first of clean fill analysis. In the ROD, U.S. EPA determined that coordinates instation of this watte layer is necessary for proteotion of lumma health and the environment. Accordingly, the Owner shall control the U.S. EPA uses comparible with the remedy selected in the ROD specifically including:

- The Owner skall restrict activities at the Property that may interfere with a remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action:
- The Owner shall not allow extraction of any groundwater for domestic or industrial use through a well or any other device located within the Property.
- The Owner shall at all times ensure isolation of the waste layer by continuously implementing the operation and maintenance requirements set forth is paragraph 31 of U.S. EPA's February 12, 2002 UAO and Appendix A to this Restrictive Covenant.
- 4. The Owner shall provide notice to U.S. EPA and the Michigan Department of Environmental Quality (MDEQ) of the Owner's intent to convey any interest in the Property 30 days prior to communanting the conveyance. A conveyance of title, an easement, or other interest in the Property shall not be communated by the Property owner without adequate and complete provision for compliance with the terms and conditions of this Covenant.

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8661 4.15/2082

Bernard J. Pounsblood, U.C. Ro

5. The Owner shall grant to U.S. EPA, the MDEQ and each Agency's designated representatives the right to enter the Property at reasonable times for the nurpose of monitoring compliance with the ROD and UAO, including the right to take samples, inspect the operation of the remedial action measures and inspect records.

This Restrictive Covenant shall run with the Property and shall be binding upon all future owners, successors, lessons or assigns and their authorised agents, employees, or persons acting under their direction and control, and shall continue until U.S. HPA or its successor approves modifications or reselsaton of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions bestof. All such other provisions shall continue unsuspaired in full force and effect.

The undersigned person executing this Restrictive Coverent is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the said Owner of the above-described Property has caused this Restrictive Covenant to be executed on this 19 day of April

ind T. Sabuda, Mayor

City of Wyandotte, 3131 Biddle Avenue, Wyandotte, MI 48192

Signed in the presence of:

Witness, Mark A. Kowalewski

STATE OF MICHIGAN COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 19 day of April 2002 by Leonard T. Sabuda, Mayor of the City of Wyandotte, a Michigan Municipal Corporation, on behalf of the City of Wyandotte.

Notary Public Kelly Roberts

Wayne County, Michigan

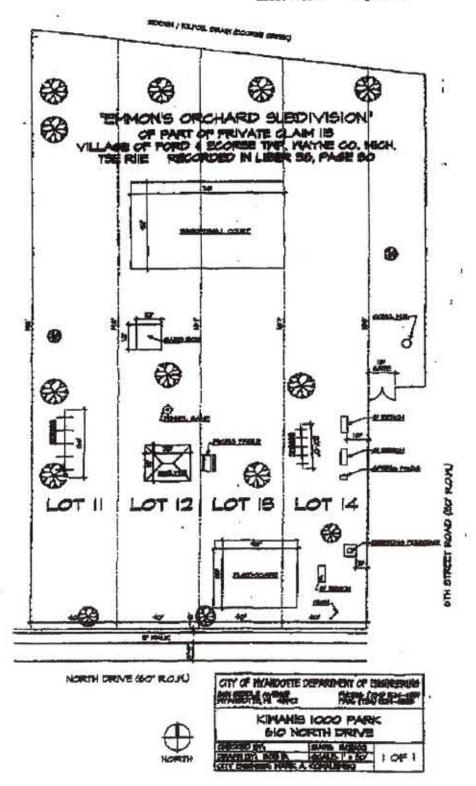
My Commission Expires: February 13, 2005

DRAFTED & RETURN To: WILLIAM R. Look 2241 OAK STREET WYANdoTTE, MY \$192

#### ATTACHMENT A to RESTRICTIVE COVENANT

In the course of routine maintenance of the Property (e.g., lawn mowing, garbage collection), the owner shall inspect the Property for any conditions which may, in the course of recreational use or precipitation events, crode the approximately three flot layer of clean fill material. The inspections shall include the following tasks:

- observing whether the vegetative cover is sufficient to prevent erosion in areas not covered by impermeable materials.
- (2) observing whether groundwater is being extracted for domestic or industrial use through a well or any other device located within the Park Area property.
- (3) observing whether any excavation or erosion on the property has exceeded eighteen inches in depth. The owner must provide U.S. EPA with written notification if, during the course of any excavation work or other activity, the layer of waste material is exposed. Such notification shall include a description of the corrective measures taken to restore the clean soil exposure barrier to the original ground surface elevation. The owner must follow appropriate health and safety procedures before undertaking any excavation or other activities that will exceed eighteen inches in depth.
- . (4) observing whether there is any other condition which may be inconsistent with the remedy selected in the ROD, which requires maintenance of a clean soil exposure barrier above the debris.
- (5) observing whether any corrective measures (e.g., resceding, adding soil) are necessary to maintain the exposure barrier of approximately three feet of clean soil. In the event corrective measures are necessary for any excavation or crossion on the property which has exceeded eighteen inches in depth, the Owner and any subsequent owner shall create and retain a written record documenting implementation of the corrective measure. The Owner and any subsequent owner shall restore all excavation and crossion areas to the original ground surface elevation as soon as practicably possible.



## APPENDIX C

STEWARDSHIP TEAM MEMBERS

Greg Mayhew City Engineer Engineering and Building Department 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan 48192 734-324-4554

Email: gmayhew@wyandottemi.gov

Justin Lanagan Recreation Superintendent 3131 Third Street Wyandotte, Michigan 48192 734-324-7294

Email: jnlanagan@wyandottemi.gov

Jon Allen Superintendent Department of Public Services 4201 13<sup>th</sup> Street Wyandotte, Michigan 48192 734-324-4583

Email: jallen@wyandottemi.gov

## APPENDIX D

SITE INSPECTION CHECKLIST

#### SITE INSPECTION CHECKLIST FOR KIWANIS PARK

## 1 GENERAL INFORMATION Site Name: Lower Ecorse Creek Dump Location: City of Wyandotte, Michigan Federal Agency: EPA Region 5 EPA ID: MID985574227 Inspection Date/Time: Weather/Temperature: Inspected By: Title/Department: 2 INSPECTION OF GENERAL SITE CONDITIONS Perimeter Fencing: Good \_\_\_\_ Needs Maintenance/Repair \_\_\_ Comments Ecorse Creek Bank: Good/No Erosion \_ Erosion - Needs Maintenance/Repair Comments Trees and Shrubs: Good Condition \_\_\_ Need Maintenance/Trim/Replace \_\_ Comments

## SITE INSPECTION CHECKLIST FOR KIWANIS PARK

Lawn Area: Good Vegetation/Growth Dead/Bare Areas Need Reseed
Comments
Ground Cover Integrity: No Disturbance Excavations/Settlements
Comments
3 INSPECTION OF PARK AMENITIES
Swing Sets: Good Condition Need Repair/Replacement
Impact on Protective Soil Layer: None Yes-Repair Required
Comments
Playscape: Good Condition Need Repair/Replacement
Impact on Protective Soil Layer: None Yes-Repair Required
Comments

## SITE INSPECTION CHECKLIST FOR KIWANIS PARK

Shelter:	Good Condition Need Repair/Replacement
	Impact on Protective Soil Layer: None Yes-Repair Required
Comment	
	iture: Good Condition Need Repair/Replacement
	Impact on Protective Soil Layer: None Yes-Repair Required
Comment	
4 REMED	DIAL ACTION TAKEN
Type of W	/ork Performed:
Work Per	formed By:
Date Rem	edial Action Completed:

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

MEETING DATE: 10/18/2021 AGENDA ITEM # 14

<u>ITEM:</u> Public Hearing Request: 140-142 Maple Street: Commercial Facilities Exemption Certificate (CFEC)

**PRESENTER:** Joe Gruber, DDA Director

**INDIVIDUALS IN ATTENDANCE:** 

**BACKGROUND:** Attached is a letter and application from Julie Chan, District 142 LLC, for a Commercial Facilities Exemption Certificate ("Certificate") for a "restoration project" for the property at 140-42 Maple. The property is located within Commercial Redevelopment District No. 17, which the Council previously approved establishing on May 4, 2020. The application provides detailed information regarding the proposed use, construction activities, estimated costs, a construction time schedule, and the economic advantages expected from the project. As noted in the application, construction costs for the project are estimated at \$1,114,000.

In accordance with the Commercial Redevelopment Act, Public Act 255 of 1978 (the "Act"), before acting upon the application, a public hearing must be held on the application and public notice given to the applicant, the assessor, a representative of the affected taxing jurisdictions, and the general public.

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

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

<u>ACTION REQUESTED:</u> The DDA Director is requesting the Mayor and City Council to approve the attached resolution authorizing the actions necessary to schedule a public hearing to consider the application for a Commercial Facilities Exemption Certificate as requested.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: If the Certificate is approved, a tax known as the Commercial Facilities Tax would be levied upon the building for 1-12 years after the completion of construction, with the actual duration to be determined by the City Council. To summarize, a CFEC for a restoration project encourages redeveloping commercial property in a qualified downtown revitalization district by freezing the taxable value of the building(s), at its value prior to restoration (known as its "pre-rehabilitation taxable value"), therefore exempting the new investment from local taxes and state school taxes (the State Education Tax and Local School Operating) for a period not to exceed 12 years after the completion of construction. The exemption would not apply to the taxable value of the land or personal property, because they cannot be abated under this Act.

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

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

- 1. 142 Maple 2021 CFEC Application and Letter
- 2. 142 Maple CFEC Public Hearing Public Notice

#### **RESOLUTION**

Item Number: #14 Date: October 18, 2021

RESOLUTION by Councilperson	

WHEREAS, Pursuant to the Commercial Redevelopment Act, Public Act 255 of 1978, as amended, the City of Wyandotte has established Commercial Redevelopment District No. 17 covering the property commonly known as 100 Maple, 130-134 Maple, and 140-142 Maple; and

WHEREAS, Julie Chan, District 142 LLC, the owner of property located at 140-142 Maple within said District, has submitted an application for a Commercial Facilities Exemption Certificate under provisions of said Act; and

WHEREAS, said Act provides that before action upon an application, the City Council shall afford the applicant, the Assessor and a representative of the affected taxing units an opportunity for a hearing.

#### NOW, THEREFORE BE IT RESOLVED:

- 1. That the application for an Exemption Certificate dated October 7th, 2021, shall remain on file in the office of the City Clerk where it was received on October 7th, 2021.
- 2. That the City Council shall meet and hold a Public Hearing in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on Monday, November 22, 2021, at 7:00 p.m., and shall provide the City Assessor, the applicant, a representative of each of the taxing units, and any other taxpayer or resident of the City of Wyandotte an opportunity to be heard on the question of said application for an Exemption Certificate with regards to operations within Wyandotte Commercial Redevelopment District No. 17.
- 3. That the City Clerk, in accordance with said Act, inform by regular mail, the City Assessor, the applicant, and the legislative body of each taxing unit which levies ad valorem taxes in the City of Wyandotte as follows:
- a. That the City of Wyandotte has established Wyandotte Commercial Redevelopment District No. 17 and has now received and will consider an application for a Commercial Facilities Exemption Certificate within said District No. 17.
- b. That the City Council shall meet and hold a Public Hearing in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on Monday, November 22, 2021, at 7:00 p.m., and shall provide the City Assessor, the applicant, a representative of each taxing unit, and any other resident or taxpayer of the City an opportunity to be heard with regard to said application.
- c. That said application applies to building and land improvements for the project with an estimated project cost of \$1,114,000 (excluding property acquisition) on the property commonly known as 140-142 Maple.

- d. Send notice via regular mail not less than 10 days or more than 30 days before the hearing date.
- e. That the City Clerk is hereby directed to publish notice one time in substantially the following form in the News Herald, Wyandotte Edition, not less than 10 days or more than 30 days before the hearing date:

CITY OF WYANDOTTE, MICHIGAN

NOTICE OF HEARING ON THE ISSUANCE OF A COMMERCIAL FACILITIES EXEMPTION CERTIFICATE UNDER ACT 255 OF THE PUBLIC ACTS OF MICHIGAN, 1978, AS AMENDED

PLEASE TAKE NOTICE: That on Monday, November 22, 2021, at 7:00 p.m., Local Time, a public hearing will be held in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on the application of the property owner, Julie Chan, District 142 LLC, for property located at 140-142 Maple, for the issuance of a Commercial Facilities Exemption Certificate under Act No. 255 of the Public Acts of Michigan, of 1978, as amended, for the purchase of building and land improvements to the existing building(s) at an estimated project cost of \$1,114,000 (excluding property acquisition) and located in Wyandotte Commercial Redevelopment District No. 17.

Copies of all relevant documents are available for public inspection at the City Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan. The City Clerk's office may be reached at 734-324-4562. Further information may be obtained by contacting Joe Gruber, DDA Director, at 734-324-7298. Written comments received prior to or at the specified time and date of the hearing will also be considered and should be mailed or delivered to the City Clerk at City Hall, 3200 Biddle Avenue, Wyandotte, MI 48192.

The City of Wyandotte will provide auxiliary aids and service to individuals with disabilities at the meeting upon one week's notice to the City of Wyandotte. Individuals with disabilities requiring auxiliary aids or services should contact the City of Wyandotte by writing or calling the following: Lawrence S. Stec, City Clerk, 3200 Biddle Avenue, Wyandotte, MI 48192 Phone: (734) 324-4500.

Lawrence S. Stec City Clerk		
Publish in News Herald: One tir	me on Wednesday,	, 2021
I move the adoption of the foreg	going resolution.	
MOTION by Councilperson		
SUPPORTED by Councilperson	1	
<b>YEAS</b>	COUNCIL	<u>NAYS</u>
	Alderman Calvin Crayne	
	Hanna Shuryan	

Stec

Michigan Department of Treasury 4757 (Rev. 12-20)

STATE USE ONLY					
Application Number	Date Received	LUCI Code			

## Application for Commercial Facilities Exemption Certificate Issued under authority of Public Act 255 of 1978, as amended.

Read the instructions page before completing the application. This application must be filed after a Commercial Redevelopment District is

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Planned Date of Reha	bilitation Completion (m		of where I acinty is coone
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City		State	ZIP Code
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#### Julie Chan PO Box 210214 Auburn Hills, MI 48321

October 1, 2021

The Honorable Mayor Robert A. DeSana And City Council 3200 Biddle Avenue Wyandotte, MI 48192

Re: Application for a Commercial Facilities Exemption Certificate (CFEC) for

Property at 140-42 Maple, Wyandotte, MI

Dear Mayor and Members of Council:

To assist with the redevelopment of the property at 140-42 Maple, I am requesting a Commercial Facilities Exemption Certificate for the existing building.

As noted in the enclosed application, the project consists of building and land improvements at an estimated project cost of \$1,114,000, not including the purchase price of the property. Please see the enclosed application for additional information about the project.

Thank you for your consideration of this request. Please contact me if you have any questions or would like any additional information.

Sincerely,

Julie Chan

District 142 LLC

Enclosure (1) - CFEC Application

#### CITY OF WYANDOTTE, MICHIGAN

# NOTICE OF HEARING ON THE ISSUANCE OF A COMMERCIAL FACILITIES EXEMPTION CERTIFICATE UNDER ACT 255 OF THE PUBLIC ACTS OF MICHIGAN, 1978, AS AMENDED

PLEASE TAKE NOTICE: That on November 22, 2020, at 7:00 p.m., Local Time, a public hearing will be held in the City Council Chambers, Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on the application of the property owner, Julie Chan, District 142, LLC. for property located at 140-142 Maple Street, for the issuance of a Commercial Facilities Exemption Certificate under Act No. 255 of the Public Acts of Michigan, of 1978, as amended, for the purchase of building and land improvements to the existing building(s) at an estimated project cost of \$1,114,000.00 (excluding property acquisition) and located in Wyandotte Commercial Redevelopment District No. 17.

Copies of all relevant documents are available for public inspection at the City Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan. The City Clerk's office may be reached at 734-324-4562. Further information may be obtained by contacting Joe Gruber, DDA Director, at 734-324-7298. Written comments received prior to or at the specified time and date of the hearing will also be considered and should be mailed or delivered to the City Clerk at City Hall, 3200 Biddle Avenue, Wyandotte, MI 48192.

The City of Wyandotte will provide auxiliary aids and service to individuals with disabilities at the meeting upon one week's notice to the City of Wyandotte. Individuals with disabilities requiring auxiliary aids or services should contact the City of Wyandotte by writing or calling the following: Lawrence S. Stec, City Clerk, 3200 Biddle Avenue, Wyandotte, MI 48192 Phone: (734) 324-4500.

Lawrence S. Stec City Clerk

Publish in News Herald: One time on Wednesday, \_\_\_\_\_\_, 2021

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 10/18/2021 AGENDA ITEM # 15

<u>ITEM:</u> Wyandotte Street Art Fair 2022: DDA Recommendation regarding Social District Operations

**PRESENTER:** Joe Gruber, DDA Director

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

**BACKGROUND:** After the 2021 Wyandotte Street Art Fair, the Mayor instructed the DDA Director submitted a brief questionnaire to all Downtown business owners immediately following the event to gage input and receive feedback from them regarding their experiences. The responses were overwhelmingly positive, and cited the Social District as a key factor to a unique and enjoyable experience. During a regular meeting of the Downtown Development Authority on July, 13, 2021, the DDA board unanimously passed the following resolution....

WHEREAS, the Social District supported the brick & mortar businesses and tax payers during the Wyandotte Street Art Fair;

WHEREAS, the City of Wyandotte Police Department cited no problems, issues or negative situations pertaining to the Social District during the Wyandotte Street Art Fair;

and WHEREAS the business community and event patrons cited positive community feelings and improved walkability throughout the Wyandotte Street Art Fair.

NOW THEREFORE BE IT RESOLVED, that the DDA hereby recommends reinstating the Social District during the Wyandotte Street Art Fair in 2022 in lieu of the Riverfront Entertainment area.

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

<u>ACTION REQUESTED:</u> The DDA is requesting the Mayor and City Council to allow the Social District to remain active during the Wyandotte Street Fair of 2022.

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

**IMPLEMENTATION PLAN:** The DDA Director will help facilitate Social District operations and communications for the Wyandotte Street Art Fair 2022

**LIST OF ATTACHMENTS:** None

#### **RESOLUTION**

Item Number: #15
Date: October 18, 2021

RESOLUTION by Councilper	son		
WHEREAS, the Social Distric Street Art Fair;	t supported the brick & mortar	businesses and tax payers during	g the Wyandotte
,	dotte Police Department cited r t during the Wyandotte Street A	o problems, issues or negative s art Fair;	ituations
and WHEREAS the business of walkability throughout the Wy	-	ted positive community feelings	and improved
	at Authority to reinstate the Soc	City Council concur with the real District during the Wyandotto	
I move the adoption of the fore			
MOTION by Councilperson _			
SUPPORTED by Councilperse	on		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne Hanna		
	Shuryan		
	Stec		

#### **BILLS & ACCOUNTS**

10/13/2021

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 138933 101-301-750-220	Operating Expenses	ABSOPURE WATER COMPANY	Bottled Water for Exercise Room 8/23/21 Acct. No 917639, Statement No. 78339792 Total For Check 138933	88056527	10/06/21	40.25 40.25	138933
Check 138934 101-301-750-220 101-301-750-220	Operating Expenses Operating Expenses	AERKO INTERNATIONAL AERKO INTERNATIONAL	10 FREEZE +P 2 OZ UNITS 25 FREEZE +P 2 OZ UNITS Total For Check 138934	093-21 094-21	10/06/21 10/06/21	142.00 313.00 455.00	138934 138934
Check 138935 101-303-825-220	Operating Expenses	ALLIED-EAGLE SUPPLY	DCAC - TB-CIDE spray for Southgate Facility Total For Check 138935	1187282	10/06/21	397.86 397.86	138935
Check 138936 101-000-257-055	Reserve-Recreation Refund Deposits	ALYSSA HINDS	GAZEBO REFUND DEPOSIT 9.25.2021 Total For Check 138936	09252021	10/06/21	50.00	138936
Check 138937							
101-301-850-540 525-750-750-245	Other Equipment Merchandise Expense	AMAZON AMAZON	DESKS FOR OFFICERS HARRIS & N. STATHAKIS HARD DRIVE Total For Check 138937	1R3X-RC4N-F9V4 1J6R-74HY-CVTG	10/06/21 10/06/21	728.78 175.00 903.78	138937
Check 138938 101-000-231-080 732-000-231-080	P/R Deductions-Section 125 Plan Payroll W/H-Cancer Insurance	AMERICAN FIDELITY ASSURANCE CO AMERICAN FIDELITY ASSURANCE CO	125 PLAN CANCER & LIFE INSURANCE OCTOBER 2021 125 PLAN CANCER & LIFE INSURANCE OCTOBER 2021 Total For Check 138938	D369294 10/21 D369294 10/21	10/06/21 10/06/21	1,359.89 1,474.58 2,834.47	138938 138938
Check 138939 101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN HERITAGE LIFE INSURANCE CO	ALL STATE ACCIDENT PLAN COVERAGE PERIOD: 09/05/2021 - 10/02/2021 Total For Check 138939	W8433 092721	10/06/21	849.16 849.16	138939
Check 138940 101-301-750-220	Operating Expenses	AMERICAN LOCK & KEY	ADJUSTED LOCK IN EVIDENCE ROOM Total For Check 138940	08663	10/06/21	70.00 70.00	138940
Check 138941							
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	STOCK WIRE LOOM DPS	334-488231	10/06/21	5.59	138941
101-448-750-260 101-448-750-260	Garage-Operating Expenses Garage-Operating Expenses	AUTO VALUE SOUTHGATE AUTO VALUE SOUTHGATE	STOCK WHITE GREASE DPS STOCK FLOOR MATS DPS	334-488542 334-488523	10/06/21 10/06/21	10.18 34.98	138941 138941
101-448-750-260	Garage-Operating Expenses Garage-Operating Expenses	AUTO VALUE SOUTHGATE	PARKING BRAKE HARDWARE FOR VP 7-5 VIN 1GNLC2EC7FR77736	334-488497	10/06/21	17.59	138941
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	stock oil for lawn mowers	334-488401	10/06/21	43.56	138941
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	STOCK GASKET GLUE DPS	334-488412	10/06/21	8.69	138941
101-448-750-260	Garage-Operating Expenses	AUTO VALUE SOUTHGATE	CREDIT	334-488074	10/06/21	(45.00)	138941
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	HEADLIGHT FOR VP 7-9 VIN 1GMLC2EC1FR725315	334-488589	10/06/21	16.18	138941
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	REAR BRAKES FOR VP 7-5 VIN 1GNLC2EC7FR577736	334-488445	10/06/21	327.86	138941
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	FAN RESISTOR FOR VP 7-16 VIN 1FAFU16558LA4012	334-488830	10/06/21	21.89	138941
101-448-825-430 101-448-825-430	Garage-Police Vehicle Maintenance Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE AUTO VALUE SOUTHGATE	BRAKES FOR VP 7-16 VIN 1FAFU16558L44012 BRAKES FOR VP 7-6 VIN 1GNSKDECXLR253390	334-488873 334-488825	10/06/21 10/06/21	389.01 703.52	138941 138941
101-448-825-431	Garage-Police Vehicle Maintenance	AUTO VALUE SOUTHGATE	FUEL FILTER FOR VPS 107 VIN 1HTNAZT3BJ336028	334-488241	10/06/21	28.63	138941
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	new starter for vps 24 vin 1fts30l92ed12455	334-488051	10/06/21	165.29	138941
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE SOUTHGATE	RADIATOR FOR VPS 21 VIN 1FTWF31596EA78907 Total For Check 138941	334-486451	10/06/21		138941
Check 138942							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CARE NETWORK	00129760 0001 OCTOBER 2021	212500000569 10/21	10/06/21	10,290.67	138942
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CARE NETWORK	00129760 0001 OCTOBER 2021	212500000569 10/21	10/06/21	2,572.67	138942
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CARE NETWORK	00129760 0001 OCTOBER 2021 Total For Check 138942	212500000569 10/21	10/06/21	4,092.89 16,956.23	138942
Check 138943 732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 603 OCTOBER 2021 Total For Check 138943	210908555066 10/21	10/06/21	6,554.69 6,554.69	138943
Check 138944 732-000-231-020 732-000-393-035	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	67410 600 OCTOBER 2021 67410 600 OCTOBER 2021 Total For Check 138944	210908555063 10/21 210908555063 10/21	10/06/21 10/06/21	60,960.11 1,078.94 62,039.05	138944 138944

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Check 138945 732-000-231-020 732-000-393-035	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	67410 601 OCTOBER 2021 67410 601 OCTOBER 2021 Total For Check 138945	210908555064 10/21 210908555064 10/21	10/06/21 10/06/21	21,959.31 1,022.14 22,981.45	
Check 138946 732-000-231-020 732-000-393-035	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	67410 605 OCTOBER 2021 67410 605 OCTOBER 2021 Total For Check 138946	210908555068 10/21 210908555068 10/21	10/06/21 10/06/21	5,380.44 1,345.11 6,725.55	138946 138946
Check 138947 732-000-231-020 732-000-393-035	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0034 OCTOBER 2021 007006086 0034 OCTOBER 2021 Total For Check 138947	007006086 10/21 007006086 10/21	10/06/21 10/06/21	49,590.96 650.80 50,241.76	138947 138947
Check 138948 732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0033 OCTOBER 2021 Total For Check 138948	07006086 0033 10/21	10/06/21	13,796.96 13,796.96	138948
Check 138949 732-000-231-020 732-000-393-035	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0019 OCTOBER 2021 007006086 0019 OCTOBER 2021 Total For Check 138949	07006086 0019 10/21 07006086 0019 10/21	10/06/21	14,577.92 2,212.72 16,790.64	138949 138949
Check 138950 101-000-231-020 101-000-231-020	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0012 OCTOBER 2021 007006086 0012 OCTOBER 2021 Total For Check 138950	07006086 0012 10/21 07006086 0012 10/21	10/06/21 10/06/21	61,648.78 15,422.40 77,071.18	138950 138950
Check 138951 101-000-231-020 101-000-231-020 499-000-231-020 499-000-231-020	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0011 OCTOBER 2021 007006086 0011 OCTOBER 2021 007006086 0011 OCTOBER 2021 007006086 0011 OCTOBER 2021 Total For Check 138951	07006086 0011 10/21 07006086 0011 10/21 07006086 0011 10/21 07006086 0011 10/21	10/06/21 10/06/21 10/06/21 10/06/21	25,873.65 6,269.02 402.20 1,608.81 34,153.68	138951 138951 138951 138951
Check 138952 101-448-925-720	Education	BRIAN JAMES MARTIN	REIMBURSEMENT FOR ISA MEMBERSHIP Total For Check 138952	REIMBURSEMENT	10/06/21	79.00 79.00	138952
Check 138953 101-303-725-190	Uniforms	BRIAN MICHAEL KOCSIS	REIMBURSEMENT FOR PURCHASES MADE ON BEHALF OF THE DEPARTMENT Total For Check 138953	SEPT. 21, 2021	10/06/21	736.91 736.91	138953
Check 138954 101-336-825-430 101-336-825-430 101-336-825-430	Auto Maintenance Auto Maintenance Auto Maintenance	CITY OF WYANDOTTE CITY OF WYANDOTTE CITY OF WYANDOTTE	BRAKE REPAIRS #791 FLAT REPAIR A71 BATTERIES E72 Total For Check 138954	0000005300 0000005308 0000005309	10/06/21 10/06/21 10/06/21	310.81 38.85 116.56 466.22	138954 138954 138954
Check 138955 492-000-650-040	Misc Fees-Sale of Property	COACHLIGHT PROPERTIES LLC	RELEASE OF DEPOSIT FOR PROPERTY AT 640 PLUM Total For Check 138955	640 PLUM C	10/06/21	500.00 500.00	138955
Check 138956 101-440-750-210	Office Supplies	CONTRACTORS CONNECTION	SUPPLIES Total For Check 138956	7158939	10/06/21	613.20 613.20	138956
Check 138957 525-000-610-090 525-000-610-091	Receipts-Green Fees Receipts-Cart Fees	DAVE FISHER DAVE FISHER	REFUND REGULAR GREENS & CART 9.10.2021 REFUND REGULAR GREENS & CART 9.10.2021 Total For Check 138957	09302021 09302021	10/06/21 10/06/21	26.00 14.00 40.00	138957 138957
Check 138958 525-750-825-300	Contractual Service-Maintenance	DAVEY GOLF COURSE MAINTENANCE	GOLF COURSE MAINTENANCE SEPTEMBER 2021	916005619	10/06/21	17,425.00	138958

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			Total For Check 138958		17,425.00
Check 138959					
101-000-257-087	Reserve-Police Public Relations	DBC AMERICA	T-Shirts to benefit the Shop Wtih A Cop Program - Wyandotte FOP Lodge 111 Total For Check 138959	Quote 1185	10/06/21 3,077.43 138959 3,077.43
Check 138960 101-448-750-260 101-448-750-260 101-448-750-260 590-200-926-210	Garage-Operating Expenses Garage-Operating Expenses Garage-Operating Expenses Supplies	DEALER AUTO PARTS SALES INC	STOCK BATTERIES DPS CREDIT STOCK BATTERIES DPS SUPPLIES DPS	538340 530430 539060 539067	10/06/21 573.20 138960 10/06/21 (80.00) 138960 10/06/21 573.20 138960 10/06/21 229.90 138960
Check 138961			Total For Check 138960		1,296.30
101-336-850-540	Other Equipment	DOUGLASS SAFETY SYSTEMS LLC	THERMAL IMAGING CAMERAS Total For Check 138961	09202021	10/06/21 4,600.00 138961 4,600.00
Check 138962 590-000-670-030 590-000-670-030 590-200-925-750 590-200-925-750	Reimbursements-Other Reimbursements-Other Drain Charge Drain Charge	DOWNRIVER UTILITY WASTEWATER DOWNRIVER UTILITY WASTEWATER DOWNRIVER UTILITY WASTEWATER DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - AUGUST 2021 WASTEWATER DISPOSAL CHARGES - JULY 2021 WASTEWATER DISPOSAL CHARGES - JULY 2021 WASTEWATER DISPOSAL CHARGES - JULY 2021 Total For Check 138962	AUGUST 2021 JULY 2021 AUGUST 2021 JULY 2021	10/06/21 11,091.95 138962 10/06/21 20,652.13 138962 10/06/21 134,183.42 138962 10/06/21 119,763.54 138962 285,671.04
Check 138963 101-000-257-064	BCB19-0056 2513 20TH	EARL STONECIPHER	BD Bond Refund Total For Check 138963	BCB19-0056	10/06/21 <u>800.00</u> 138963
Check 138964 101-000-257-064	Reserve-Compliance Escrow	ELIZABETH BARRETT	ESCROW REFUND 354 EMMONS 14-70 Total For Check 138964	354 EMMONS	10/06/21 650.00 138964 650.00
Check 138965 492-200-850-519	Land Purchases	ENVIRONMENTAL MAINTENANCE ENGINEERS	JOB #21-281 2533 BIDDLE Total For Check 138965	17239	10/06/21 15,500.00 138965 15,500.00
Check 138966 101-336-825-490	Bldg & Equip Maintenance	FIRE CHIEF DANIEL WRIGHT	HEADLIGHTS FOR E71 Total For Check 138966	534524	10/06/21 <u>42.38</u> 138966 42.38
Check 138967 101-448-825-431 101-448-825-431 101-448-825-431	Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance	FLEET PRIDE FLEET PRIDE FLEET PRIDE	PARTS FOR VPS 107 VIN 1HTWNAZT3BJ336028 STOCK LIGHT PLUGS DPS STOCK LED LIGHTS Total For Check 138967	82081391 82433883 82386272	10/06/21 77.56 138967 10/06/21 17.05 138967 10/06/21 67.08 138967 161.69
Check 138968 101-000-257-064	BCB20-0097 3671 21ST	FRANK RATLEDGE	BD Bond Refund Total For Check 138968	BCB20-0097	10/06/211,600.00 138968
Check 138969 101-000-257-064	BCB21-0152 1157 SUPERIOR	GERALD MALISZEWSKI	BD Bond Refund Total For Check 138969	BCB21-0152	10/06/212,300.00 138969
Check 138970 101-325-925-720	Education	GERALD P. CONZ	REIMBURSEMENT FOR PURCHASES MADE ON BEHALF OF THE DEPARTMENT Total For Check 138970	SEPT. 21, 2021	10/06/21 125.34 138970 125.34
Check 138971 101-448-750-261	Garage-Gasoline & Oil	GILBARCO INC	SUPPORT FOR FUEL SYSTEM DPS Total For Check 138971	SGI1733192	10/06/21 739.00 138971 739.00
Check 138972 530-444-825-420	Maintenance-Bank Bldg	GOUTH SHEET METAL & HEATING CO	STAINLESS STEEL RISER FOR BALLET BOX CITY HALL Total For Check 138972	14805	10/06/21 195.00 138972 195.00

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Check 138973 101-000-231-080	P/R Deductions-Section 125 Plan	GRANGE LIFE INSURANCE COMPANY	LIFE INSURANCE OCTOBER 2021 Total For Check 138973	18006055 10/21	10/06/21 798.87 138973
Check 138974 101-215-825-350	Printing	HESS PRINTING	UPDATED BUSINESS CARDS - CLERKS OFFICE Total For Check 138974	5822	10/06/21 106.00 138974 106.00
Check 138975 101-303-825-220 101-448-750-230 101-448-750-245	Operating Expenses Const-Operating Supplies Parks-Downtown Maintenance	HOODS DO IT CENTER HOODS DO IT CENTER HOODS DO IT CENTER	DCAC - MISC. SUPPLIES COOLER FOR DPS USE DURING EVENTS BLACK PIPE FOR KUMAKI TREE SIGN Total For Check 138975	68859 68804 68800	10/06/21 113.43 138975 10/06/21 404.99 138975 10/06/21 24.47 138975 542.89
Check 138976 492-200-850-522	Parks-Community Garden	HURON SOD FARMS	SOD FOR COMMUNITY GARDEN Total For Check 138976	6615	10/06/21 600.00 138976
Check 138977 590-200-926-310	Operation,Maintenance & Replacement	INLAND WATERS POLLUTION CONTROL INC	EE#5 AND FINAL VANALSTYNE SEWER INVESTIGATION AND REPAIR Total For Check 138977	VANALSTYNE SEWER	10/06/21 8,830.60 138977 8,830.60
Check 138978 101-000-471-012 101-000-471-012	BASE FEE 4635 18TH Building Permit Fee Residential (0-250K)	JAY SEA CONSTRUCTION JAY SEA CONSTRUCTION	BD Payment Refund BD Payment Refund Total For Check 138978	00033982 00033982	10/06/21 50.00 138978 10/06/21 65.00 138978 115.00
Check 138979 101-000-257-064	BCB21-0101 167 BONDIE	JESSIE LYNN ZIELECK	BD Bond Refund Total For Check 138979	BCB21-0101	10/06/211,000.00 138979
Check 138980 499-200-850-539	Beautification Commission	JOHN DARIN	REIMBURSEMENT FOR BCSEM QUARTERLY MEETING Total For Check 138980	BCSEM 2021 FALL	10/06/21 <u>15.00</u> 138980
Check 138981 492-000-650-040	Misc Fees-Sale of Property	JONESBORO INVESTMENTS CORP	RELEASE OF DEPOSIT FOR 640 PLUM Total For Check 138981	640 PLUM J	10/06/21 500.00 138981 500.00
Check 138982 101-000-257-087 101-301-750-220	Reserve-Police Public Relations Operating Expenses	LAURA ALLEN LAURA ALLEN	REIMBURSEMENT FOR PURCHASES MADE ON BEHALF OF DEPARTMENT REIMBURSEMENT FOR PURCHASES MADE ON BEHALF OF DEPARTMENT Total For Check 138982	SEPT. 21, 2021 SEPT. 21, 2021	10/06/21 503.60 138982 10/06/21 59.91 138982 563.51
Check 138983 101-000-257-064	BCB20-0188 688 8TH	LESKO, MATTHEW	BD Bond Refund Total For Check 138983	BCB20-0188	10/06/21 <u>350.00</u> 138983 350.00
Check 138984 101-301-925-721	Accreditation	MACP	LT. SEELEY - ANNUAL DUES Total For Check 138984	300006862	10/06/21 100.00 138984 100.00
Check 138985 101-000-231-050 101-000-231-051 499-000-231-050	P/R Deductions-LTD (Employer) P/R Deductions-LTD (Employee) P/R Deductions-LTD (Employer)	MADISON NATIONAL LIFE INSURANCE CO. MADISON NATIONAL LIFE INSURANCE CO. MADISON NATIONAL LIFE INSURANCE CO.	LTD - OCTOBER 2021 LTD - OCTOBER 2021 LTD - OCTOBER 2021 Total For Check 138985	OCTOBER 2021 OCTOBER 2021 OCTOBER 2021	10/06/21 1,273.70 138985 10/06/21 660.36 138985 10/06/21 8.90 138985 1,942.96
Check 138986 101-000-257-064	Reserve-Compliance Escrow	MARGARET E SHELDA	ESCROW REFUND 134 RIVERBANK 12-47 Total For Check 138986	134 RIVERBANK	10/06/211,800.00 138986
Check 138987 101-000-257-064	BCB17-0041 2948 20th	Melissa Frank	BD Bond Refund Total For Check 138987	BCB17-0041	10/06/21 500.00 138987 500.00

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Check 138988 101-000-231-052 499-000-231-052 732-000-393-035	P/R Deductions-Life Ins (Employer) P/R Deductions-Life Ins (Employer) Reserve-Health & Life	MINNESOTA LIFE INSURANCE COMPANY MINNESOTA LIFE INSURANCE COMPANY MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - OCTOBER 2021 LIFE INSURANCE - OCTOBER 2021 LIFE INSURANCE - OCTOBER 2021 Total For Check 138988	OCTOBER 2021 OCTOBER 2021 OCTOBER 2021	10/06/21 10/06/21 10/06/21	1,625.00 138988 13.00 138988 219.19 138988 1,857.19
Check 138989 101-336-825-490	Bldg & Equip Maintenance	MUNICIPAL EMERGENCY SERVICES	COMPRESSOR SERVICE CALL Total For Check 138989	IN1621662	10/06/21	248.49 138989 248.49
Check 138990 101-000-257-056 101-000-257-056 101-301-750-220	WATER - 705 BIDDLE ELECTRIC - 705 BIDDLE OPERATING EXPENSES 2015 BIDDLE INTERNET	MUNICIPAL SERVICE MUNICIPAL SERVICE MUNICIPAL SERVICE	705 BIDDLE SEPTEMBER 2021 705 BIDDLE SEPTEMBER 2021 2015 BIDDLE AVENUE SEPTEMBER 2021	000779-014543 SEP 21 000779-014543 SEP 21 032253-027401 SEP21	10/06/21 10/06/21 10/06/21	39.02 138990 470.62 138990 44.10 138990
101-301-750-220 101-301-825-910 101-301-825-920 101-750-825-910	OPERATING EXPENSES 2015 BIDDLE FRAN. FEE ELECTRIC 2015 BIDDLE WATER 2015 BIDDLE ELECTRIC - 1100 BIDDLE ELECTRIC - 00 ATM.	MUNICIPAL SERVICE MUNICIPAL SERVICE MUNICIPAL SERVICE MUNICIPAL SERVICE MUNICIPAL SERVICE	2015 BIDDLE AVENUE SEPTEMBER 2021 2015 BIDDLE AVENUE SEPTEMBER 2021 2015 BIDDLE AVENUE SEPTEMBER 2021 1100 BIDDLE SEPTEMBER 2021	032253-027401 SEP21 032253-027401 SEP21 032253-027401 SEP21 001153-022009 SEP 21	10/06/21 10/06/21 10/06/21 10/06/21	1.65 138990 9,012.84 138990 928.29 138990 460.57 138990
101-750-825-910 101-750-825-920 101-750-825-920	ELECTRIC - 601 8TH WATER -1100 BIDDLE WATER - 601 8TH	MUNICIPAL SERVICE MUNICIPAL SERVICE MUNICIPAL SERVICE	601 8TH SEPTEMBER 2021 1100 BIDDIL SEPTEMBER 2021 601 8TH SEPTEMBER 2021 Total For Check 138990	030967-021887 SEP 21 001153-022009 SEP 21 030967-021887 SEP 21	10/06/21 10/06/21 10/06/21	32.89 138990 27.11 138990 62.73 138990 11,079.82
Check 138991 677-448-825-340	Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	08/30/2021 - 08/30/2021 (R. WIZANI) Total For Check 138991	713894012	10/06/21	86.50 138991 86.50
Check 138992 677-302-825-340 677-448-825-340 677-756-825-340	Employee Physical Exams Employee Physical Exams Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS OCCUPATIONAL HEALTH CENTERS OCCUPATIONAL HEALTH CENTERS	09/15/2021 - 0917/2021 09/15/2021 - 0917/2021 09/15/2021 - 0917/2021 Total For Check 138992	713926669 713926669 713926669	10/06/21 10/06/21 10/06/21	124.50 138992 118.50 138992 80.00 138992 323.00
Check 138993 101-750-750-210 101-756-750-210 101-756-750-210	Office Supplies Office Supplies Office Supplies	OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES Total For Check 138993	193045996001 193045998001 193046005001	10/06/21 10/06/21 10/06/21	118.17 138993 127.26 138993 12.57 138993 258.00
Check 138994 101-000-257-064	BCB16-0311 264 VINEWOOD	PACHECO, JOSE	BD Bond Refund Total For Check 138994	BCB16-0311	10/06/21	1,000.00 1,000.00
Check 138995 101-303-725-190	Uniforms	PAIGE WALLACE	REIMBURSEMENT FOR PURCHASES MADE ON BEHALF OF THE DEPARTMENT Total For Check 138995	SEPT. 21, 2021	10/06/21	303.45 303.45
Check 138996 101-136-925-790	Miscellaneous	PHANTOM INVESTIGATIONS	INVESTIGATIONS SURVEILLANCE Total For Check 138996	210807	10/06/21	300.00 138996 300.00
Check 138997 492-200-850-524	Recreation-City Parks	PHOENIX STONE COMPANY	WASHINGTON BALL MIX FOR FIELDS Total For Check 138997	106922	10/06/21	13,170.00 13,170.00
Check 138998 590-200-926-210 590-200-926-210	Supplies Supplies	PRO EXCAVATION INC PRO EXCAVATION INC	road repair on 988 Vinewood 546 Bondie repair of manhole cover and ring Total For Check 138998	21-00244604 21-00244605	10/06/21 10/06/21	3,000.00 138998 4,000.00 138998 7,000.00
Check 138999 101-000-257-064	BCI21-0003 - PCI20-0033 847 4TH	RITCHIE, KURT	BD Bond Refund Total For Check 138999	BCI21-0003	10/06/21	3,030.00 3,030.00
Check 139000 101-448-825-420	Building Services	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MONTHLY MAINTENANCE POLICE STATION	8105748482	10/06/21	390.20 139000

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			Total For Check 139000		390.20	
Check 139001 101-448-750-260	Garage-Operating Expenses	SOUTHGATE FORD	stock shifting cable dps Total For Check 139001	950567	10/06/21 47.37 1	139001
Check 139002 101-215-750-210 101-215-750-210 101-215-850-510 101-215-850-510 101-301-750-210	Office Supplies Office Supplies Office Equipment Office Equipment Office Supplies Office Supplies	STAPLES ADVANTAGE	EXTENSION CORD/USB ENVELOPES FOR VR RECORDS MAIL TV MOUNT OFFICE FURNITURE Steno Pads, Dry Erase Pens and Erasers, Shipping Tape Credit for Return of Conference Room Wall Clock Total For Check 139002	3484372424 3484817507 3484748299 3484449299 3486919199 3487570151	10/06/21 98.99 1 10/06/21 20.89 1 10/06/21 216.98 1 10/06/21 92.60	139002 139002 139002 139002 139002 139002
Check 139003 101-000-257-055	Reserve-Recreation Refund Deposits	STEPHANIE TORRES	GAZEBO REFUND DEPOSIT 9.19.2021 Total For Check 139003	09192021	10/06/21 50.00	139003
Check 139004 101-000-257-055	Reserve-Recreation Refund Deposits	SUE KOZLOWSKI	COPELAND REFUND DEPOSIT Total For Check 139004	09262021	10/06/21 50.00	139004
Check 139005 101-000-257-064	BCB20-0159 4296 23rd	TIFFANY SHUMARD	BD Bond Refund Total For Check 139005	BCB20-0159	10/06/21 300.00	139005
Check 139006 732-000-231-080	Payroll W/H-Cancer Insurance	TRANSAMERICA EMPLOYEE BENEFITS	CANCER INSURANCE SEPTEMBER 2021 Total For Check 139006	2504338377 09/21	10/06/21 61.05	139006
Check 139007 677-200-950-610	Liability Claims-City	TRAVELERS	DELIZ, JOSEPH - 7629K8128 Total For Check 139007	601665	10/06/21 1,423.30 1,423.30	139007
Check 139008 101-303-825-220	Operating Expenses	TRUSTED JOURNEY PET MEMORIAL SERV.	ANIMAL DISPOSAL Total For Check 139008	PA10081-I-0021	10/06/21 56.00	139008
Check 139009 101-336-850-540 101-336-850-540 101-336-850-540	Other Equipment Other Equipment Other Equipment	TURNOUT MANAGEMENT TURNOUT MANAGEMENT TURNOUT MANAGEMENT	REPAIR/CLEANING TURNOUT GEAR REPAIR/CLEANING TURNOUT GEAR REPAIR/CLEANING TURNOUT GEAR Total For Check 139009	24499 24513 24577	10/06/21 475.90	139009 139009 139009
Check 139010 306-200-925-794	Interest Expense-Police/Court	US BANK ST PAUL	2014 Refunding Bonds Total For Check 139010	1833318	10/06/21 45,150.00 45,150.00	139010
Check 139011 101-301-750-224 265-301-925-730	LEIN Services Other Expenses - State	VERIZON VERIZON	Acct. No. 442005820-00001 LEIN Services Aug 11 - Sep 10, 2021 Acct. No. 342173610-00001 - Cell Phones Aug 05 - Sep 04, 2021 Total For Check 139011	9888125268 9887696726		139011 139011
Check 139012 101-440-750-210 101-440-750-210 101-440-750-210 101-448-750-210 590-200-926-310	Office Supplies Office Supplies Office Supplies Office Supplies Operation,Maintenance & Replacement	VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS	AUG 5 - SEPT 4 AUG 5 - SEPT 4 (ENGINEERING) AUG 11 - SEPT 10 BILLING AUG 5 - SEPT 4 AUG 5 - SEPT 4 Total For Check 139012	9887698622 9887696726 9888150450 9887698622 9887698622	10/06/21 69.18 1 10/06/21 50.63 1 10/06/21 165.30 1	139012 139012 139012 139012 139012
Check 139013 499-200-850-520	Viaduct Maintenance	W. H. CANON, LLC	EUREKA ROAD VIADUCT EMERGENCY CLEANUP 2021 Total For Check 139013	53302	10/06/21 <u>8,950.00</u> 3,950.00	139013

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check	k#.
Check 139014 590-200-926-210	Supplies	WASTE MANAGEMENT	solid waste from DPS yard sewer pit Total For Check 139014	0071733-2337-4	10/06/21	1,240.42 1,240.42	)14
Check 139015 101-301-925-770 202-440-825-420	Prisoner Transport/Holding Traffic Signals	WAYNE COUNTY ACCOUNTS RECEIVABLE WAYNE COUNTY ACCOUNTS RECEIVABLE	Jail Billing for May 2021 08/21 TRAF SIG MAINT Total For Check 139015	307441 307980	10/06/21 10/06/21	3,185.00 1390: 3,096.86 1390: 6,281.86	
Check 139016 281-000-257-050	Program Income-Reserve	WAYNE COUNTY TREASURER	EXTRA COST FOR CHAIR LIFE REPLACEMENT AT 2630 BIDDLE Total For Check 139016	2630 BIDDLE	10/06/21	33,202.00 1390: 33,202.00	)16
Check 139017 101-336-850-540	Other Equipment	WEST SHORE FIRE REPAIR INC	TURNOUT GEAR Total For Check 139017	25692	10/06/21	2,350.03 1390 2,350.03	)17
Check 139018 101-303-825-220 101-303-825-220	Operating Expenses Operating Expenses	Woodhaven Animal Hospital Woodhaven Animal Hospital	Treatment of Dog named Otis from May 2020 Treatment of Dog named Otis from May 2020 Total For Check 139018	439701 439722	10/06/21 10/06/21	99.07 1390: 344.64 1390: 443.71	
Check 139019 525-750-925-840	Advertising	ΥP	ADVERTISING Total For Check 139019	09192021	10/06/21	32.54 1390: 32.54	)19
Check 139020 101-000-283-060	BPB21-0001 - PPLMB21-0004 3375 21ST	AUDRIK INC DBA ROTO ROOTER	BD Bond Refund Total For Check 139020	BPB21-0001	10/06/21	500.00 13902 500.00	)20
Check 139021 101-000-283-060	BPB20-0054 - PPLMB20-0214 3024 20TH	DAVIS PLUMBING INC	BD Bond Refund Total For Check 139021	BPB20-0054	10/06/21	500.00 1390	)21
Check 139022 101-000-283-060 101-000-283-060 101-000-283-060	BPB20-0004 - PPLMB20-0013 1116 CHESTNUT BPB20-0028 - PPLMB20-0108 444 CEDAR BPB20-0046 - PPLMB20-0191 85 PERRY PLACE	FLOYD'S SEWER, DRAIN & EXCAVATING L FLOYD'S SEWER, DRAIN & EXCAVATING L FLOYD'S SEWER, DRAIN & EXCAVATING L	BD Bond Refund BD Bond Refund BD Bond Refund Total For Check 139022	BPB20-0004 BPB20-0028 BPB20-0046	10/06/21 10/06/21 10/06/21	500.00 13900 500.00 13900 500.00 13900 1,500.00	022
Check 139023 101-000-283-060	BPB20-0047 - PPLMB20-0194 1041 LINDBERGH	FORT STREET PLBG INC	BD Bond Refund Total For Check 139023	BPB20-0047	10/06/21	500.00 13900 500.00	)23
Check 139024 101-000-257-064	BCB21-0153 487EMMONS	KYLE SWIDER	BD Bond Refund Total For Check 139024	BCB21-0153	10/06/21	650.00 13903 650.00	)24
Check 139025 101-000-283-060	BPB20-0036 - PPLMB20-0152 734 ORCHARD	MICHAEL BENSON	BD Bond Refund Total For Check 139025	BPB20-0036	10/06/21	500.00 13903 500.00	)25
Check 139026 101-000-257-064	BCB21-0075 2948 20TH	MICHAEL SZCZECHOWSKI	BD Bond Refund Total For Check 139026	BCB21-0075	10/06/21	175.00 175.00	)26
Check 139027 101-000-283-060	BPB20-0050 - PPLMB20-0204 3539 15TH	QUINT PLUMBING AND MECHANICAL	BD Bond Refund Total For Check 139027	BPB20-0050	10/06/21	500.00 13900 500.00	)27
Check 139028 101-000-203-030	A/P-Property Tax Overpayments	604 PINE LLC	2021 Sum Tax Refund 57 020 12 0008 000 Total For Check 139028	10/06/2021	10/07/21	146.42 146.42	)28
Check 139029 101-000-203-030	A/P-Property Tax Overpayments	ASHLEY SPARKS	2021 Sum Tax Refund 57 007 11 0443 000	10/06/2021	10/07/21	326.11 1390	)29

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date A	Amount Check#
			Total For Check 139029		3	326.11
Check 139030 101-000-203-030	A/P-Property Tax Overpayments	BRYAN A CHASE	2021 Sum Tax Refund 57 020 30 0021 300 Total For Check 139030	10/06/2021		577.90 139030 577.90
Check 139031 101-000-203-030	A/P-Property Tax Overpayments	BRYAN FERRARI	2021 Sum Tax Refund 57 003 05 0012 000 Total For Check 139031	10/06/2021		151.58 151.58
Check 139032 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 013 05 0022 000 Total For Check 139032	10/06/2021		559.94 139032 559.94
Check 139033 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 03 0075 001 Total For Check 139033	10/06/2021		664.66 139033 664.66
Check 139034 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 017 16 0119 300 Total For Check 139034	10/06/2021		179.21 139034 179.21
Check 139035 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 001 01 0137 000 Total For Check 139035	10/06/2021		114.68 114.68
Check 139036 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 001 04 0444 000 Total For Check 139036	10/06/2021		709.00 139036 709.00
Check 139037 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 001 05 0065 300 Total For Check 139037	10/06/2021		371.01 139037 371.01
Check 139038 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 003 05 0012 000 Total For Check 139038	10/06/2021		787.50 139038 787.50
Check 139039 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 004 01 0140 000 Total For Check 139039	10/06/2021		472.89 472.89
Check 139040 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 004 22 0066 301 Total For Check 139040	10/06/2021		181.81 139040 181.81
Check 139041 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 004 24 0014 302 Total For Check 139041	10/06/2021		901.34 901.34
Check 139042 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 004 24 0050 300 Total For Check 139042	10/06/2021		946.05 946.05
Check 139043 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 004 25 0078 000 Total For Check 139043	10/06/2021		491.77 491.77
Check 139044 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 005 06 0123 002 Total For Check 139044	10/06/2021		770.57 139044 770.57
Check 139045 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 006 01 0101 000 Total For Check 139045	10/06/2021		416.04 416.04

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check#
Check 139046 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 006 03 0491 000 Total For Check 139046	10/06/2021	10/07/21	1,906.81 1,906.81	139046
Check 139047 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 04 0697 000 Total For Check 139047	10/06/2021	10/07/21	3,522.67 3,522.67	139047
Check 139048 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 006 05 0160 000 Total For Check 139048	10/06/2021	10/07/21	2,800.02	139048
Check 139049 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 006 05 0255 300 Total For Check 139049	10/06/2021	10/07/21	2,552.27 2,552.27	139049
Check 139050 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 006 06 0024 300 Total For Check 139050	10/06/2021	10/07/21	3,919.48 3,919.48	139050
Check 139051 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 006 10 0004 004 Total For Check 139051	10/06/2021	10/07/21	2,330.89	139051
Check 139052 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 013 05 0004 000 Total For Check 139052	10/06/2021	10/07/21	2,270.96	139052
Check 139053 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 013 11 0008 000 Total For Check 139053	10/06/2021	10/07/21	1,926.47	139053
Check 139054 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 013 14 0003 000 Total For Check 139054	10/06/2021	10/07/21	1,427.50 1,427.50	139054
Check 139055 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 014 03 0052 000 Total For Check 139055	10/06/2021	10/07/21	1,390.01 1,390.01	139055
Check 139056 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 014 29 0013 000 Total For Check 139056	10/06/2021	10/07/21	4,106.51 4,106.51	139056
Check 139057 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 015 18 0005 000 Total For Check 139057	10/06/2021	10/07/21	1,873.08 1,873.08	139057
Check 139058 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 03 0059 002 Total For Check 139058	10/06/2021	10/07/21	3,348.31 3,348.31	139058
Check 139059 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 03 0091 000 Total For Check 139059	10/06/2021	10/07/21	695.39 695.39	139059
Check 139060 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 04 0439 000 Total For Check 139060	10/06/2021	10/07/21	463.63 463.63	139060
Check 139061 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 04 0729 302 Total For Check 139061	10/06/2021	10/07/21	5,405.29 5,405.29	139061
Check 139062 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 016 05 0159 000	10/06/2021	10/07/21	2,809.47	139062

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			Total For Check 139062			2,809.47
Check 139063 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 017 04 0017 002 Total For Check 139063	10/06/2021	10/07/21	1,997.51 1,997.51
Check 139064 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 017 04 0067 000 Total For Check 139064	10/06/2021	10/07/21	1,861.88 139064 1,861.88
Check 139065 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 017 05 0305 000 Total For Check 139065	10/06/2021	10/07/21	1,942.08 1,942.08
Check 139066 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 017 05 0347 005 Total For Check 139066	10/06/2021	10/07/21	2,572.79 139066 2,572.79
Check 139067 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 017 13 0171 002 Total For Check 139067	10/06/2021	10/07/21	2,223.01 139067 2,223.01
Check 139068 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 018 01 0447 002 Total For Check 139068	10/06/2021	10/07/21	3,223.14 139068 3,223.14
Check 139069 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 018 02 1049 002 Total For Check 139069	10/06/2021	10/07/21	1,181.56 1,181.56
Check 139070 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 018 09 0019 002 Total For Check 139070	10/06/2021	10/07/21	2,329.04 2,329.04
Check 139071 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 019 04 0052 000 Total For Check 139071	10/06/2021	10/07/21	2,098.72 2,098.72
Check 139072 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 019 05 0067 000 Total For Check 139072	10/06/2021	10/07/21	1,903.79 1,903.79
Check 139073 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 019 05 0170 000 Total For Check 139073	10/06/2021	10/07/21	1,783.24 1,783.24
Check 139074 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 020 10 0003 001 Total For Check 139074	10/06/2021	10/07/21	3,500.11 139074 3,500.11
Check 139075 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 020 13 0004 000 Total For Check 139075	10/06/2021	10/07/21	3,599.14 139075 3,599.14
Check 139076 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 021 09 0024 302 Total For Check 139076	10/06/2021	10/07/21	2,766.03 139076 2,766.03
Check 139077 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2021 Sum Tax Refund 57 021 14 0137 002 Total For Check 139077	10/06/2021	10/07/21	1,755.45 1,755.45
Check 139078 101-000-203-030	A/P-Property Tax Overpayments	DAVID STEWART II	2021 Sum Tax Refund 57 012 18 0003 000 Total For Check 139078	10/06/2021	10/07/21	244.04 139078 244.04

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Check 139079 101-000-203-030	A/P-Property Tax Overpayments	DEAN SNELL	2021 Sum Tax Refund 57 020 13 0004 000 Total For Check 139079	10/06/2021	10/07/21	482.77 482.77	139079
Check 139080 101-000-203-030	A/P-Property Tax Overpayments	GARY/PATRICIA KENNEDY	2021 Sum Tax Refund 57 021 18 0019 303 Total For Check 139080	10/06/2021	10/07/21	1,200.42	139080
Check 139081 101-000-203-030	A/P-Property Tax Overpayments	GREGORY THEISEN	2021 Sum Tax Refund 57 005 06 0121 002 Total For Check 139081	10/06/2021	10/07/21	1,599.06 1,599.06	139081
Check 139082 101-000-203-030	A/P-Property Tax Overpayments	JESSICA MELTZER & CRYSTAL MELTZER	2021 Sum Tax Refund 57 001 01 0137 000 Total For Check 139082	10/06/2021	10/07/21	44.59 44.59	139082
Check 139083 101-000-203-030	A/P-Property Tax Overpayments	JOSELYN CRUZ-REYES	2021 Sum Tax Refund 57 005 07 0011 002 Total For Check 139083	10/06/2021	10/07/21	61.37 61.37	139083
Check 139084 101-000-203-030	A/P-Property Tax Overpayments	LERETA, LLC	2021 Sum Tax Refund 57 016 05 0306 000 Total For Check 139084	10/06/2021	10/07/21	3,059.73 3,059.73	139084
Check 139085 101-000-203-030	A/P-Property Tax Overpayments	LERETA, LLC	2021 Sum Tax Refund 57 018 01 0035 300 Total For Check 139085	10/06/2021	10/07/21	1,220.02 1,220.02	139085
Check 139086 101-000-203-030	A/P-Property Tax Overpayments	LERETA, LLC	2021 Sum Tax Refund 57 020 30 0021 300 Total For Check 139086	10/06/2021	10/07/21	3,150.39 3,150.39	139086
Check 139087 101-000-203-030	A/P-Property Tax Overpayments	MATTEO/DIANA GIAIMO	2021 Sum Tax Refund 57 001 06 0005 302 Total For Check 139087	10/06/2021	10/07/21	73.05 73.05	139087
Check 139088 101-000-203-030	A/P-Property Tax Overpayments	MICHAEL KACHINSKI	2021 Sum Tax Refund 57 004 06 0255 002 Total For Check 139088	10/06/2021	10/07/21	711.83 711.83	139088
Check 139089 101-000-203-030	A/P-Property Tax Overpayments	NEIL & TEENA SAWICKI	2021 Sum Tax Refund 57 016 04 0729 302 Total For Check 139089	10/06/2021	10/07/21	216.21 216.21	139089
Check 139090 101-000-203-030	A/P-Property Tax Overpayments	SPRINT DBA T-MOBILE	2021 Sum Tax Refund 57 999 00 2296 050 Total For Check 139090	10/06/2021	10/07/21	1,952.28	139090
Check 139091 101-000-203-030	A/P-Property Tax Overpayments	SPRINT DBA T-MOBILE	2021 Sum Tax Refund 57 999 00 4335 016 Total For Check 139091	10/06/2021	10/07/21	23.81	139091
Check 139092 101-000-203-030	A/P-Property Tax Overpayments	SPRINT NEXTEL CORPORATION	2021 Sum Tax Refund 57 189 99 0001 702 Total For Check 139092	10/06/2021	10/07/21	1,083.79	139092
Check 139093 101-000-203-030	A/P-Property Tax Overpayments	WYANDOTTE SELF STORAGE	2021 Sum Tax Refund 57 013 01 0006 003 Total For Check 139093	10/06/2021	10/07/21	100.00	139093
Check 139094 101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT Total For Check 139094	P/R ENDING 10/10/21	10/13/21	456.25 456.25	139094
Check 139095 101-000-231-084	Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE	P/R ENDING 10/10/21	10/13/21	3,300.97	139095

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			Total For Check 139095			3,300.97	
Check 139096 101-000-231-083	Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER Total For Check 139096	P/R ENDING 10/10/21	10/13/21	6,600.49 1 6,600.49	39096
Check 139097 101-000-231-030	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111 Total For Check 139097	P/R ENDING 10/10/21	10/13/21	78.00 1 78.00	39097
Check 139098 101-000-231-030	P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356 Total For Check 139098	P/R ENDING 10/10/21	10/13/21	1,188.36 1 1,188.36	.39098
Check 139099 101-000-231-087 101-000-231-088 499-000-231-087 499-000-231-088	Pension Liability-DC (Employer) Pension Liability-DC (Employee) Pension Liability-DC (Employer) Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305 Total For Check 139099	P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 10/13/21 10/13/21 10/13/21	4,847.58 1 211.25 1	139099 139099 139099 139099
Check 139100 101-000-231-087 101-000-231-088	Pension Liability-DC (Employer) Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256 ICMA RETIREMENT CORPORATION # 107256 Total For Check 139100	P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 10/13/21	8,651.52 1 4,325.69 1 12,977.21	139100 139100
Check 139101 101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES Total For Check 139101	P/R ENDING 10/10/21	10/13/21	241.67 1 241.67	39101
Check 139102 101-000-231-030	P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI Total For Check 139102	P/R ENDING 10/10/21	10/13/21	1,136.69 1 1,136.69	39102
Check 139103 101-000-231-070 101-000-231-070	P/R Deductions-Deferred Comp P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177 AXA TRUST ID# 0155496177 Total For Check 139103	P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 10/13/21		139103 139103
Check 139104 101-000-231-030	P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN Total For Check 139104	P/R ENDING 10/10/21	10/13/21	10.00 1	39104
Check 139105 101-000-231-087 101-000-231-088 499-000-231-087 499-000-231-088	Pension Liability-DC (Employer) Pension Liability-DC (Employee) Pension Liability-DC (Employer) Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS VANTAGE POINT TRANSFER AGENTS VANTAGE POINT TRANSFER AGENTS VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908 Total For Check 139105	P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 10/13/21 10/13/21 10/13/21	2,050.00 1 50.00 1	139105 139105 139105 139105
Check 139106 101-000-231-087 101-000-231-088	Pension Liability-DC (Employer) Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119 VANTAGE POLICE AND FIRE RHS # 803119 Total For Check 139106	P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 10/13/21	1,804.45 1 1,804.45 1 3,608.90	139106 139106
Check 139107 101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK Total For Check 139107	P/R ENDING 10/10/21	10/13/21	3,077.00 1 3,077.00	39107
Check 139108 731-000-231-040	Payroll W/H-Credit Union	MICHIGAN LEGACY CREDIT UNION	PENSION CREDIT UNION Total For Check 139108	PENSION 10/15/21	10/15/21	475.00 1 475.00	39108
Check 139109 731-000-394-020	Reserve-MSC Retired Benefits	MUNICIPAL SERVICE	DMS HEALTH INS PENSION Total For Check 139109	PENSION 10/15/21	10/15/21	6,784.87 1 6,784.87	39109

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount C	heck#
Check 9811 101-000-228-010 101-000-228-010	Due to FICA/Medicare Due to FICA/Medicare	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE	ADD PAYS 10/1/21 ADD PAYS 10/1/21		10,492.48 4,234.60	9811 9811
Check 9812 101-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	Total For Check 9811  STATE OF MICHIGAN TREASURY Total For Check 9812	ADD PAYS 10/1/21	10/01/21	7,345.97 7,345.97	9812
Check 9813 101-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT Total For Check 9813	ADD PAYS 10/01/21	10/01/212	23,151.73	9813
Check 9814 101-750-925-780	Rentals (Seniors/PortaJohns)	ACEE DEUCEE PORTA CAN	PORTA CAN RENTAL Total For Check 9814	127107	10/06/21	490.00 490.00	9814
Check 9815 499-200-925-802	Farmers Market	ACEE DEUCEE PORTA CAN	WFM PORTOPOTTY Total For Check 9815	127474	10/06/21	200.00	9815
Check 9816 499-200-925-802	Farmers Market	ACEE DEUCEE PORTA CAN	PARK CELANUP 9/11 Total For Check 9816	126840	10/06/21	100.00	9816
Check 9817 101-448-825-420 101-448-825-420 101-448-825-420 101-448-825-420	Building Services Building Services Building Services Building Services	ADVANTAGE PEST CONTROL ADVANTAGE PEST CONTROL ADVANTAGE PEST CONTROL ADVANTAGE PEST CONTROL	AUGUST 21 PEST CONTROL POLICE SEPT 21 PEST CONTROL POLICE AUG 21 PEST CONTROL INTERIOR BEETLES 2 UNITS SPRAYED FOR BED BUGS POLICE SEPT 21 Total For Check 9817	POLICE AUG 21 POLICE SEPT 21 CITY HALL AUG 21 POLICE SEPT 21	10/06/21 10/06/21 10/06/21 10/06/21	175.00 175.00 159.00 270.00 779.00	9817 9817 9817 9817
Check 9818 202-440-825-460 203-440-825-460	Resurfacing Resurfacing	AL'S ASPHALT PAVING CO INC AL'S ASPHALT PAVING CO INC	EE#11 2021 HMA RESURFACING PROJECT FILE 4800 EE#11 2021 HMA RESURFACING PROJECT FILE 4800 Total For Check 9818	RESURFACING RESURFACING	10/06/217	38,648.05 73,338.04 1,986.09	9818 9818
Check 9819 101-215-750-220 101-215-750-220	Operating Expenses Operating Expenses	AMERICAN LEGAL PUBLISHING CORP AMERICAN LEGAL PUBLISHING CORP	RECODIFICATION OF CODE - FINAL BILLING (3 YR) 2021 FOLIO CONVERSION FEE - RECODIFICATION Total For Check 9819	10321 11004	10/06/21	8,102.00 508.00 8,610.00	9819 9819
Check 9820 101-336-750-222 101-448-750-260	Medical/Rescue Supplies Garage-Operating Expenses	BAKERS GAS & WELDING SUPPLIES BAKERS GAS & WELDING SUPPLIES	MEDICAL OXYGEN WELDING GAS STOCK DPS Total For Check 9820	01696138 01696133	10/06/21 10/06/21	146.51 41.41 187.92	9820 9820
Check 9821 101-336-750-222 101-336-750-222 101-336-750-222	Medical/Rescue Supplies Medical/Rescue Supplies Medical/Rescue Supplies	BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES 2 ORANGE STRAPS EXAM GLOVES Total For Check 9821	84214238 84226158 84210795	10/06/21 10/06/21 10/06/21	241.64 22.78 199.70 464.12	9821 9821 9821
Check 9822 677-440-825-320 677-448-825-320	Worker's Comp-Medical Fees Worker's Comp-Medical Fees	BROADSPIRE SERVICES INC BROADSPIRE SERVICES INC	LOSSES VALUED 09/01/2021 - 09/30/2021 LOSSES VALUED 09/01/2021 - 09/30/2021 Total For Check 9822	210192561 210192561	10/06/21 10/06/21	133.32 531.70 665.02	9822 9822
Check 9823 101-301-825-330 101-301-825-330 101-301-825-330 101-301-825-330 101-301-825-330 101-301-825-330	Prisoner Care	BROWN'S VILLAGE CLEANERS	CLEANING BLANKETS FOR PRISONERS	48975 48979 48986 48990 48994 49251 48997	10/06/21 10/06/21 10/06/21 10/06/21 10/06/21 10/06/21 10/06/21	60.00 24.00 60.00 18.00 63.00 15.00 45.00	9823 9823 9823 9823 9823 9823 9823

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101-301-825-330 101-301-825-330	Prisoner Care Prisoner Care	BROWN'S VILLAGE CLEANERS BROWN'S VILLAGE CLEANERS	CLEANING BLANKETS FOR PRISONERS CLEANING BLANKETS FOR PRISONERS Total For Check 9823	49256 48998	10/06/21 10/06/21	30.00 45.00 360.00	9823 9823
Check 9824 285-225-925-880	Heritage Days	BRUCE A SININGER	REIMBURSEMENT FOR AUTUMN DECORATIONS FOR OCTOBER EVENTS Total For Check 9824	0929212	10/06/21	118.33 118.33	9824
Check 9825 101-303-825-430	Equipment/Vehicle Maintenance	BUDGET TIRE COMPANY	TIRE FOR ACO 4 VIN 1FTEX1CB0JFD18137 Total For Check 9825	1-198142	10/06/21	123.00 123.00	9825
Check 9826 590-200-926-210	Supplies	CGS INC	RESPIRATOR TRAINING Total For Check 9826	4634	10/06/21	985.00 985.00	9826
Check 9827 260-136-825-229 260-136-825-229 260-136-825-229 260-136-825-229 260-136-825-229	MIDC Attorneys MIDC Attorneys MIDC Attorneys MIDC Attorneys MIDC Attorneys	CHRISTOPHER J. BOGARD	COURT APPOINTED ATTORNEY Total For Check 9827	09272021 09282021 09212021 09212021 09232021	10/06/21 10/06/21 10/06/21 10/06/21 10/06/21	50.00 350.00 50.00 325.00 175.00	9827 9827 9827 9827 9827
Check 9828 260-136-825-229 260-136-825-229 260-136-825-229 260-136-825-229 260-136-825-229 260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY Total For Check 9828	09232021 09242021 09272021 09202021 09282021 09302021	10/06/21 10/06/21 10/06/21 10/06/21 10/06/21 10/06/21	375.00 100.00 300.00 100.00 350.00 400.00	9828 9828 9828 9828 9828 9828
Check 9829 101-303-825-920	Water	CITY OF SOUTHGATE	Water - 14300 Reaume Parkway - 07/06/21-09/01/21 Total For Check 9829	402-00940-00	10/06/21	176.29 176.29	9829
Check 9830 101-448-750-261 101-448-750-261	Garage-Gasoline & Oil Garage-Gasoline & Oil	CORRIGAN OIL CO CORRIGAN OIL CO	DYED DIESEL DPS 2.2855 PER GALLON TOTAL GALLONS 8,001.00 GASOLINE STOCK DPS 2.1430 PER GALLON TOTAL GALLONS 4,893.00 Total For Check 9830	7360776-IN 7360778-IN	10/06/21 10/06/21	18,398.37 10,555.91 28,954.28	9830 9830
Check 9831 260-136-825-229 260-136-825-229	MIDC Attorneys MIDC Attorneys	CORY P WESTMORELAND CORY P WESTMORELAND	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 9831	09172021 09302021	10/06/21 10/06/21	200.00 475.00 675.00	9831 9831
Check 9832 101-100-925-790 101-750-750-220 285-225-925-849	Miscellaneous Operating Expenses Special Events-Misc	CROWN TROPHY CROWN TROPHY CROWN TROPHY	BLUE & GOLD AWARDS MEMORIAL PLATE BLUE & GOLD AWARDS Total For Check 9832	656 659 656	10/06/21 10/06/21 10/06/21	500.00 198.00 58.00 756.00	9832 9832 9832
Check 9833 101-136-850-510 101-136-850-510	Office Equipment Office Equipment	DAVID FULLER DAVID FULLER	MICROSOFT OFFICE LICENSES FOR COURT MICROSOFT OFFICE LICENSES FOR COURT Total For Check 9833	1684239854 1684239973	10/06/21 10/06/21	2,399.94 1,999.95 4,399.89	9833 9833
Check 9834 260-136-825-229 260-136-825-229 260-136-825-229 260-136-825-229	MIDC Attorneys MIDC Attorneys MIDC Attorneys MIDC Attorneys	DAVID MICHAEL BOGARD DAVID MICHAEL BOGARD DAVID MICHAEL BOGARD DAVID MICHAEL BOGARD	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 9834	09262021 09272021 09192021 9202021	10/06/21 10/06/21 10/06/21 10/06/21	200.00 400.00 250.00 375.00 1,225.00	9834 9834 9834 9834
Check 9835 101-000-231-020	P/R Deductions-Hospital (Employer)	DELTA DENTAL	0007240006 OCTOBER 2021	RIS0003687737 10/21	10/06/21	8,333.51	9835

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499-200-725-160	Medical Insurance	DELTA DENTAL	0007240006 OCTOBER 2021 Total For Check 9835	RIS0003687737 10/21	10/06/21	255.42 8,588.93	9835
Check 9836 101-448-750-270	Building Maintenance	DEPENDABLE DOOR	REPAIR OF DOOR ON BACK SHED Total For Check 9836	11389	10/06/21	190.00 190.00	9836
Check 9837 101-448-750-260	Garage-Operating Expenses	DICK GENTHE CHEVROLET	STOCK LUG NUTS Total For Check 9837	26013	10/06/21	179.04 179.04	9837
Check 9838 530-444-825-220 530-444-825-220	Operating Expenses-Bank Bldg Operating Expenses-Bank Bldg	DIEBOLD INCORPORATED DIEBOLD INCORPORATED	SERVICE CALL SERVICE CALL Total For Check 9838	502700467 502703305	10/06/21 10/06/21	667.34 552.50 1,219.84	9838 9838
Check 9839 101-136-750-228	Regional Wellness & Recovery Court	DNA DRUG & ALCOHOL TESTING CENTERS	RWRC SEPT 2021 Q4 Total For Check 9839	09302021	10/06/21	294.00 294.00	9839
Check 9840 101-136-925-790	Miscellaneous	DORINE AETTE HEATH	COURT REPORTER THURSDAY SEPTEMBER 16 2021 Total For Check 9840	09162021	10/06/21	200.00	9840
Check 9841 101-440-825-490	C of C Inspectors	DOUGLAS SCOTT THOMAS	INSPECTIONS Total For Check 9841	09132021-09262021	10/06/21	348.50 348.50	9841
Check 9842 101-301-825-431 101-301-825-431	Vehicle Cleaning Vehicle Cleaning	DOWNRIVER AUTO DETAILING DOWNRIVER AUTO DETAILING	DETAIL CHIEF'S VEHICLE DETAIL DEPUTY CHIEF'S VEHICLE Total For Check 9842	33619 33620	10/06/21 10/06/21	125.00 125.00 250.00	9842 9842
Check 9843 101-301-825-350	Printing	DOWNRIVER OFFICE	OVERTIME SLIPS, ORANGE WARNING STICKERS, 2 PART TOW SLIPS Total For Check 9843	22834	10/06/21	665.50 665.50	9843
Check 9844 590-200-926-210	Supplies	DUKE'S ROOT CONTROL INC	root control for 1680 feet of sewer main Total For Check 9844	19590		3,822.60 3,822.60	9844
Check 9845 530-444-825-220 530-444-825-220	Operating Expenses-Bank Bldg Operating Expenses-Bank Bldg	EXPERT MECHANICAL SERVICE INC EXPERT MECHANICAL SERVICE INC	HV3 DUCT MODIFICATIONS HV3 DUCT MODIFICATIONS Total For Check 9845	514808 514222	10/06/21	2,200.00 8,650.00 10,850.00	9845 9845
Check 9846 101-303-825-220 101-303-825-220 101-303-825-220	Operating Expenses Operating Expenses Operating Expenses	EXPERT TECHNOLOGY SERVICES EXPERT TECHNOLOGY SERVICES EXPERT TECHNOLOGY SERVICES	PHONE ISSUES NETWORK ISSUES WITH PRINTER HOOKING UP COMPUTER AGAIN Total For Check 9846	3191 3360 3416	10/06/21 10/06/21 10/06/21	650.00 250.00 200.00 1,100.00	9846 9846 9846
Check 9847 101-303-825-220 101-303-825-220 101-303-825-220 265-301-925-730 265-301-925-730	Operating Expenses Operating Expenses Operating Expenses Other Expenses - State Other Expenses - State	FEED RITE PET SHOP & SUPPLY	DCAC - SCAMP DCAC - Scamp DCAC - HI Energy K9 JAX - Wellness Core Original K9 ICE - Wellness Core Original Total For Check 9847	638688 740827 638687 740834 638686	10/06/21 10/06/21 10/06/21 10/06/21 10/06/21	54.95 219.80 101.97 64.99 64.99 506.70	9847 9847 9847 9847 9847
Check 9848 101-336-750-220 525-750-750-240	Operating Expenses Cleaning Supplies	FLASH RESALE/WHOLESALE LLC FLASH RESALE/WHOLESALE LLC	JANITORIAL SUPPLIES CLEANING SUPPLIES Total For Check 9848	69292 69288	10/06/21 10/06/21	422.95 178.90 601.85	9848 9848

Check 9849

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101-000-257-090 101-000-257-090	Reserve-Vintage BB (Y&. Stars) Reserve-Vintage BB (Y&. Stars)	GERALD HAYNES GERALD HAYNES	REIMBURSEMENT FOR STARS NEEDS WYANDOTTE STARS BASE BALL COORDINATOR FEE FALL 2021 Total For Check 9849	093021 092421	10/06/21 10/06/21	16.75 300.00 316.75	9849 9849
Check 9850 101-301-750-220	Operating Expenses	GLC Lawn, Landscaping & Snow Remov.	Police Station - Initial Shrub / Bush Trimming Total For Check 9850	251471	10/06/21	872.07 872.07	9850
Check 9851 260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY Total For Check 9851	09212021	10/06/21	325.00 325.00	9851
Check 9852 101-000-655-040 402-336-850-530	Misc Revenue Vehicles	GORNO FORD GORNO FORD	2022 FORD F-250 C/C (RACE RED) 2022 FORD F-250 C/C (RACE RED) Total For Check 9852	T7018 T7018	10/06/21 10/06/21	15,425.00 36,772.00 52,197.00	9852 9852
Check 9853 101-448-750-242 101-448-750-260 101-448-750-270 101-448-825-482 101-448-825-482 590-200-926-210	Parks-Equipment Garage-Operating Expenses Building Maintenance Site Improve-BASF Park Site Improve-BASF Park Supplies	GRAINGER GRAINGER GRAINGER GRAINGER GRAINGER GRAINGER	MISSED INVOICE FROM 4/26/21 YELLOW DOLLY FOR 55 GAL DRUM DRILL BITS STOCK DPS SHOP SUPPLIES DPS FOLDING TABLES FOR MI RELEAF TREE PLANTING AT BASF PARK SHELTER TENT 10' X 20' FOR MI RELAF TREE PLANTING BASF PARK filters for PPE restrators and two full face respirators for sewer cleaning Total For Check 9853	9880763983 9066972218 9067528019 9061836913 9060661999 9059522640	10/06/21 10/06/21 10/06/21 10/06/21 10/06/21 10/06/21	577.28 30.69 272.95 508.20 530.40 909.36 2,828.88	9853 9853 9853 9853 9853 9853
Check 9854 101-301-750-220 101-301-825-430	Operating Expenses Equipment Maintenance	HERKIMER RADIO SERVICE HERKIMER RADIO SERVICE	REPAIR APX6000, 481CNZ1320 Equip. Maint. on APX6000 model #H98UCF9PW6AN, s/n 481CNZ1313 Total For Check 9854	26146 26095	10/06/21 10/06/21	148.50 135.00 283.50	9854 9854
Check 9855 101-000-257-078	Reserve-Animal Care	HSB VETERINARY SUPPLY INC	Feline Vaccines Total For Check 9855	397262	10/06/21	376.20 376.20	9855
Check 9856 101-301-825-395 101-301-825-430	IT-Operation & Maintenance Equipment Maintenance	ID NETWORKS ID NETWORKS	Annual Service Maintenance Fee for the FingerRoll Livescan System - Coverage: 10/1/21 thru 9/30/22 Annual Service Maintenance Fee for the FingerRoll Livescan System - Coverage: 10/1/21 thru 9/30/22 Total For Check 9856	278319 278319	10/06/21 10/06/21	251.15 3,243.85 3,495.00	9856 9856
Check 9857 101-756-825-430	Contractual Services	J C EHRLICH	PEST CONTROL AT YACK Total For Check 9857	3625975	10/06/21	64.00 64.00	9857
Check 9858 101-448-825-431 101-448-825-431 101-448-825-431 101-448-825-431	Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance	JACK DOHENY COMPANIES INC JACK DOHENY COMPANIES INC JACK DOHENY COMPANIES INC JACK DOHENY COMPANIES INC	PARTS FOR VPS 109 VIN 1HTWNAZ35J336028 PARTS FOR VPS 109 VIN 1HTWNAZT35J336028 HOSE REEL PARTS FOR VPS 107 VIN 1HTWNAZT3BJ336028 HOSE REEL PARTS FOR VPS 107 VIN 1HTWNAZT3BJ336028 Total For Check 9858	140124 140396 139065 139454	10/06/21 10/06/21 10/06/21 10/06/21	232.81 143.77 1,101.85 3,511.05 4,989.48	9858 9858 9858 9858
Check 9859 101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEW Total For Check 9859	09132021-09262021	10/06/21	504.00 504.00	9859
Check 9860 101-440-825-490	C of C Inspectors	JEFF EVANS	INSPECTIONS Total For Check 9860	09132021-09262021	10/06/21	555.00 555.00	9860
Check 9861 101-440-825-490	C of C Inspectors	JEFFERY CARLEY	INSPECTIONS Total For Check 9861	09132021-09262021	10/06/21	371.00 371.00	9861
Check 9862 101-336-750-220 101-336-750-220	Operating Expenses Operating Expenses	JERRY'S ACE HARDWARE JERRY'S ACE HARDWARE	FASTENERS FASTENERS	73255 73449	10/06/21 10/06/21	4.51 0.75	9862 9862

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101-448-750-270 525-750-750-240	Building Maintenance Cleaning Supplies	JERRY'S ACE HARDWARE JERRY'S ACE HARDWARE	shop supplies MISC SUPPLIES Total For Check 9862	73626 73539	10/06/21 10/06/21	34.19 37.70 77.15	9862 9862
Check 9863 101-301-750-222	Ammunition	KIESLER'S POLICE SUPPLY INC	CTS 12GA SUPER SOCK BEAN BAG ROUND (35) Total For Check 9863	IN174480	10/06/21	248.65 248.65	9863
Check 9864 101-448-825-482 492-200-850-522	Site Improve-BASF Park Parks-Community Garden	KIRBY BUILT KIRBY BUILT	SOLE SUPPLIER TO MATCH WHAT RECREATION TO BUY IN 2021-2022 FOR BASF & BISHOP TO MATCH MEMORIAL BENCH TRASH CANS, BENCHES AND PICNIC TABLE FOR COMMUNITY GARDEN Total For Check 9864	SOKSA8441 SOKSA8461	10/06/21 10/06/21	7,071.21 6,079.14 13,150.35	9864 9864
Check 9865 101-301-825-395	IT-Operation & Maintenance	LEADSONLINE LLC	12 MONTH INVESTIGATIVE PACKAGE 10/1/21 - 9/30/22 Total For Check 9865	320642	10/06/21	2,849.00 2,849.00	9865
Check 9866 101-448-750-242 101-448-750-242	Parks-Equipment Parks-Equipment	LECKLER'S INC LECKLER'S INC	NEW FORESTRY HELMETS WITH MUFFS NEW FORESTRY HELMETS WITH MUFFS Total For Check 9866	247172 247171	10/06/21 10/06/21	959.94 319.98 1,279.92	9866 9866
Check 9867 101-336-825-371	HTE Maintenance	LEXIPOL LLC	FIRE/EMS PLATFORM & FIREHOUSE INTERFACE Total For Check 9867	INVPRA5434	10/06/21	2,640.00 2,640.00	9867
Check 9868 530-444-825-220	Operating Expenses-Bank Bldg	LINCOLN FIRE PROTECTION	FIRE ALARM TESTING AND INSPECTION 8-19-21 Total For Check 9868	WCH-1	10/06/21	600.00	9868
Check 9869 101-448-750-260	Garage-Operating Expenses	M & M TOOL SALES INC.	TPMS TIRE TOOL DPS GARAGE Total For Check 9869	40817	10/06/21	211.95 211.95	9869
Check 9870 101-136-750-228	Regional Wellness & Recovery Court	MARK DIEBOLD	RWRC COORDINATOR SEPT 2021 Q4 Total For Check 9870	09292021	10/06/21	595.00 595.00	9870
Check 9871 101-756-825-420 101-756-825-420	Bldg & Equip Maintenance Bldg & Equip Maintenance	MI CUSTOM SIGNS MI CUSTOM SIGNS	DASHERS - PIZZA KING & WHISKEYS EMPATHY HOME CARE AND QUINT DASHERS Total For Check 9871	21958 21838	10/06/21 10/06/21	187.00 187.00 374.00	9871 9871
Check 9872 101-301-750-222	Ammunition	MICHIGAN AMMO COMPANY	Ammunition Total For Check 9872	1876	10/06/21	3,025.00 3,025.00	9872
Check 9873 101-756-825-420	Bldg & Equip Maintenance	MID AMERICA RINK SERVICES	TIRES Total For Check 9873	9383	10/06/21	1,661.80 1,661.80	9873
Check 9874 101-448-750-233	Const-Road Maintenance	MID WEST TRUCK ACCESSORIES INC.	Toolbox for Truck #15 Decked System Total For Check 9874	01-125444	10/06/21	1,424.00 1,424.00	9874
Check 9875 101-448-750-233 101-448-750-270 101-448-750-270 101-448-825-482	Const-Road Maintenance Building Maintenance Building Maintenance Site Improve-BASF Park	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC	REMOVED GRAFFITI FROM 15TH AND ANTOINE FROM ROADWAY AND ALLEY POWER WASH PAVILION FOR WEDDING POWERWASH GOLF COURSE CLUB HOUSE FRONT AND BACK CLEANED BASF PAVILION FOR WEDDING Total For Check 9875	129 130 131 128	10/06/21 10/06/21 10/06/21 10/06/21	100.00 250.00 500.00 300.00 1,150.00	9875 9875 9875 9875
Check 9876 492-000-650-040 492-000-650-040 492-200-850-519	Misc Fees-Sale of Property Misc Fees-Sale of Property Land Purchases	MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY	CLOSING FORMER 452 2ND NOW KNOWN AS 454 2ND CLOSING FORMER 856 LINDBERGH RECORD WARRANTY DEED 303 PERRY PLACE	360092 FORMER 856 LINDBERGH 303 PERRY PLACE	10/06/21 10/06/21 10/06/21	433.00 405.00 30.00	9876 9876 9876

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492-200-850-519 492-200-850-519	Land Purchases Land Purchases	MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY	RECORD DISCARD OF MORTGAGE FORMER 452 CEDAR RECORD DISCARD OF MORTGAGE 1530 CHESTNUT Total For Check 9876	FORMER 452 CEDAR 1530 CHESTNUT	10/06/21 10/06/21	25.00 25.00 918.00	9876 9876
Check 9877 101-301-750-220 101-301-750-220 530-444-825-220	Operating Expenses Operating Expenses Operating Expenses-Bank Bldg	MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	POLICE - MAT RENTAL SERVICE 9/8/21 POLICE - MAT RENTAL SERVICE 9/23/21 MAT RENTAL Total For Check 9877	2327977 2328542 2327978	10/06/21 10/06/21 10/06/21	53.00 53.00 97.84 203.84	9877 9877 9877
Check 9878 101-215-825-350 101-448-750-231	Printing Const-Signage,Striping,Barricades	PARAGRAFIX PARAGRAFIX	#10 CLERK ENVELOPES 1500 NO PARKING THURSDAY SIGNS FOR FARMERS MARKET Total For Check 9878	19884 19863		196.00 378.00 574.00	9878 9878
Check 9879 101-136-825-331	Prosecutorial Services	PENTIUK COUVREUR & KOBLILIAK PC	Prosecutorial Services - October 2021 Total For Check 9879	October 2021		2,500.00	9879
Check 9880 101-448-825-431	Garage-Other Vehicle Maintenance	POMP'S TIRE SERVICE	STOCK TIRES DPS MI-DEAL PRICE Total For Check 9880	1470025919		2,345.08 2,345.08	9880
Check 9881 101-440-750-210	Office Supplies	PURE DATA SERVICES, LLC	96 GAL BIN ENGINEERING Total For Check 9881	6177	10/06/21	50.00	9881
Check 9882 101-448-750-270	Building Maintenance	QUALITY FIRST AID & SAFETY INC	SHOP SUPPLIES FOR DPS Total For Check 9882	KB-008455	10/06/21	243.66 243.66	9882
Check 9883 101-336-825-430	Auto Maintenance	R&R FIRE TRUCK REPAIR, INC	BATTERIES FOR A71 Total For Check 9883	60979		1,215.16 1,215.16	9883
Check 9884 101-440-825-490	C of C Inspectors	RONALD E KEEHN	INSPECTIONS Total For Check 9884	09132021-09262021	10/06/21	337.00 337.00	9884
Check 9885 492-200-850-524	Recreation-City Parks	S & J SEALER CO	EE#2 FINAL 2020 PICKLE BALL COURT AT FOP PARK FILE #4788 Total For Check 9885	PICKLE BALL COURT		9,161.31 9,161.31	9885
Check 9886 101-301-750-220 101-303-825-220 101-303-825-220	Operating Expenses Operating Expenses Operating Expenses	SAM'S CLUB SAM'S CLUB SAM'S CLUB	POLICE - MISC. SUPPLIES DCAC - MISC. SUPPLIES DCAC - MISC. SUPPLIES Total For Check 9886	000000 8843 3910	10/06/21 10/06/21 10/06/21	128.48 84.54 53.44 266.46	9886 9886 9886
Check 9887 101-448-825-431	Garage-Other Vehicle Maintenance	SELKING INTERNATIONAL	WASHER FUILD CAP FOR VPS 107 VIN 1HTWNAZT35BJ33028 Total For Check 9887	10553185P	10/06/21	19.69 19.69	9887
Check 9888 101-756-825-430 101-756-825-430 101-756-825-430	Contractual Services Contractual Services Contractual Services	SERV-ICE REFRIGERATION INC SERV-ICE REFRIGERATION INC SERV-ICE REFRIGERATION INC	ICE RINK REPAIR REPAIRS FOR ICE CHILLER VILTER OIL Total For Check 9888	YM111120 YM093020 YM081121	10/06/21	471.00 1,546.00 729.33 2,746.33	9888 9888 9888
Check 9889 525-750-750-235	Beverage Expense (Beer)	SHOPPER'S VALLEY MARKET	BEER FOR GOLF COURSE Total For Check 9889	710821	10/06/21	363.63 363.63	9889
Check 9890 101-448-750-260 101-448-825-431	Garage-Operating Expenses Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL SHRADER TIRE & OIL	STOCK FILTERS DPS STOCK TIRE'S MI-DEAL PRICE DPS	609144-00 610955-00	10/06/21 10/06/21	19.40 2,109.27	9890 9890

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount (	Check#
101-448-825-431 101-448-825-431	Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL SHRADER TIRE & OIL	TIRE REPAIR DPS STOCK TRIE'S MI-DEAL PRICE Total For Check 9890	610353-00 611063-00	10/06/21 10/06/21	1,147.15 1,993.31 5,269.13	9890 9890
Check 9891 101-448-825-430	Garage-Police Vehicle Maintenance	SIMBOL W. Y. INC.	WINDSHIELD FOR VP 7-5 VIN 1GNLC2EC7FR577736 Total For Check 9891	060449	10/06/21	350.00 350.00	9891
Check 9892 101-301-750-220	Operating Expenses	SIRCHIE FINGERPRINT LABS	BARRIER TAPE & METH TEST KITS Total For Check 9892	0515318-IN	10/06/21	142.17 142.17	9892
Check 9893 101-448-825-480 101-448-825-483	Parks-Memorial Park Grass Cutting Contracted Grass Cutting - Private	SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC	CEMETERY CUT WITH WEED WHIP HIGH GRASS CUTS Total For Check 9893	1505 1506	10/06/21 10/06/21	750.00 325.00 1,075.00	9893 9893
Check 9894 101-301-750-220	Operating Expenses	SUN BADGE COMPANY	BADGES & CAP PIECES Total For Check 9894	405762	10/06/21	826.75 826.75	9894
Check 9895 101-440-750-210	Office Supplies	SURVEY INSTRUMENT SALES INC	PAINT MARKING WAND Total For Check 9895	89267	10/06/21	72.00	9895
Check 9896 101-336-750-222	Medical/Rescue Supplies	TELEFLEX LLC	EZ-IO 45MM NEEDLES Total For Check 9896	9504471350	10/06/21	562.50 562.50	9896
Check 9897 285-225-925-849	Special Events-Misc	TERRY JACOBY	TREE PLANTING PHOTOS Total For Check 9897	9292021	10/06/21	200.00	9897
Check 9898 101-200-825-395	Accumed	THE ACCUMED GROUP	BILLING SERVICE FEE - SEPTEMBER 2021 Total For Check 9898	29138	10/06/21	5,726.31 5,726.31	9898
Check 9899 101-136-750-228	Regional Wellness & Recovery Court	THE LAW OFFICE OF MATTHEW MILETO	RWRC DEFENSE ATTORNEY Q4 Total For Check 9899	09282021	10/06/21	600.00	9899
Check 9900 101-000-257-078 101-000-257-078	Reserve-Animal Care Reserve-Animal Care	THE PAWS CLINIC THE PAWS CLINIC	STERILIZE - ELVIRA STERILIZE - AMANO, CARMEL, COPPER Total For Check 9900	1940931 1939573	10/06/21 10/06/21	60.00 340.00 400.00	9900 9900
Check 9901 499-200-925-802	Farmers Market	THE VINTAGE MARKET	WFM 2021 WEEKS 21 & 22 (9/23 AND 9/30) Total For Check 9901	1011	10/06/21	576.92 576.92	9901
Check 9902 101-440-825-490 101-440-825-492 101-440-825-493	C of C Inspectors Plumbing Inspectors Mechanical Inspectors	TIMOTHY THOMPSON TIMOTHY THOMPSON TIMOTHY THOMPSON	INSPECTIONS INSPECTIONS INSPECTIONS Total For Check 9902	09142021-09262021 09142021-09262021 09142021-09262021	10/06/21 10/06/21 10/06/21	270.00 185.00 395.00 850.00	9902 9902 9902
Check 9903 285-225-925-880	Heritage Days	TOM FARYNIARZ	REIMBURSEMENT FOR PURCHASE OF LIGHT BULBS FOR OCTOBER EVENTS Total For Check 9903	092921	10/06/21	104.73 104.73	9903
Check 9904 101-448-750-231 101-756-750-210	Const-Signage, Striping, Barricades Office Supplies	ULINE ULINE	CABLE TIE FOR SIGN SHOP OFFICE SUPPLIES Total For Check 9904	138733370 138776293	10/06/21 10/06/21	521.06 669.39 1,190.45	9904 9904

Check 9905

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date Ar	mount C	heck#
101-440-825-490 101-440-825-491	C of C Inspectors Electrical Inspectors	WALTER CZARNIK WALTER CZARNIK	INSPECTIONS INSPECTIONS Total For Check 9905	09132021-09262021 09132021-09262021	10/06/21 1,2	803.00 275.00 078.00	9905 9905
Check 9906 285-225-925-860	Art Fair	WASTE MANAGEMENT	WSAF 2021 DUMPSTERS Total For Check 9906	8464910-1717-0		i33.54	9906
Check 9907 101-209-825-345	DCA-Contractual Services	WCA ASSESSING LLC	CONSTRACTUAL ASSESSING SERVICES Total For Check 9907	WCA 09092021		28.91	9907
Check 9908 101-301-750-220 101-301-750-220 101-303-825-220 101-325-750-220	Operating Expenses Operating Expenses Operating Expenses Operating Expenses	WINDER POLICE EQUIPMENT INC WINDER POLICE EQUIPMENT INC WINDER POLICE EQUIPMENT INC WINDER POLICE EQUIPMENT INC	POLICE - FLASHLIGHTS (5), DCAC FLASHLIGHTS (3) FLASHLIGHT HOLSTERS POLICE - FLASHLIGHTS (5), DCAC FLASHLIGHTS (3) Flashlights for the Reserves Total For Check 9908	211740 211785 211740 211748	10/06/21 22 10/06/21 38 10/06/21 84	578.00 124.00 181.00 140.00 123.00	9908 9908 9908 9908
Check 9909 101-448-825-432	Garage-Equipment Maintenance	WOLVERINE TRUCK SALES INC	PLUGS FOR OIL PAN ON VPS 35a VIN 1FVAC3BS1ADAU0374 Total For Check 9909	1238007		47.59 47.59	9909
Check 9910 101-448-750-270 530-444-825-420 530-444-825-420	Building Maintenance Maintenance-Bank Bldg Maintenance-Bank Bldg	WYANDOTTE ELECTRIC SUPPLY WYANDOTTE ELECTRIC SUPPLY WYANDOTTE ELECTRIC SUPPLY	LIGHT BULBS FOR POLICE STATION LED FLAT PANELS FOR CITY HALL 2X4 LED REPLACEMENT LIGHTS CITY HALL Total For Check 9910	599953-0 599714-1 599714-0	10/06/21 67 10/06/21 1,12	20.53 575.00 20.91 16.44	9910 9910 9910
Check 9911 202-440-825-460 203-440-825-460 249-450-825-461	Resurfacing Resurfacing Sidewalks	EMINENT CONTRACTING LLC EMINENT CONTRACTING LLC EMINENT CONTRACTING LLC	EE#1 2021 SIDEWALK PROGRAM FILE #4808 EE#1 2021 SIDEWALK PROGRAM FILE #4808 EE#1 2021 SIDEWALK PROGRAM FILE #4808 Total For Check 9911	2021 SIDEWALK 2021 SIDEWALK 2021 SIDEWALK	10/11/21 1,23 10/11/21 107,04	896.92 237.63 042.41 676.96	9911 9911 9911
Check 9912 101-000-228-010 101-000-228-010 499-000-228-010 525-000-228-010 525-000-228-010	Due to FICA/Medicare Due to FICA/Medicare Due to FICA/Medicare Due to FICA/Medicare Due to Social Security Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE Total For Check 9912	P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 17,5: 10/13/21 2: 10/13/21 : 10/13/21 : 10/13/21 3:	770.03 559.28 114.72 50.21 91.76 92.42	9912 9912 9912 9912 9912 9912
Check 9913 101-000-231-070 101-000-231-070 499-000-231-070	P/R Deductions-Deferred Comp P/R Deductions-Deferred Comp P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP MASSMUTUAL FINANCIAL GROUP MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP MASS MUTUAL FINANCIAL GROUP MASS MUTUAL FINANCIAL GROUP Total For Check 9913	P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 47 10/13/21	331.07 470.00 3.43 04.50	9913 9913 9913
Check 9914 101-000-228-021 499-000-228-021 525-000-228-021	Due to State-W/H Tax (GC) Due to State-W/H Tax (GC) State Tax W/H-General City	STATE OF MICHIGAN TREASURY DEPT STATE OF MICHIGAN TREASURY DEPT STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY Total For Check 9914	P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 4 10/13/21 10	442.07 44.93 .04.25 91.25	9914 9914 9914
Check 9915 101-000-228-024 499-000-228-024 525-000-228-024	Due to Federal-W/H Tax Due to Federal-W/H Tax Due to Federal-W/H Tax	U.S. TAX ACCOUNT U.S. TAX ACCOUNT U.S. TAX ACCOUNT	US TAX ACCOUNT US TAX ACCOUNT US TAX ACCOUNT Total For Check 9915	P/R ENDING 10/10/21 P/R ENDING 10/10/21 P/R ENDING 10/10/21	10/13/21 6 10/13/21 9	603.54 66.20 95.88 665.62	9915 9915 9915
Check 9916 731-000-228-021 732-000-228-021	Due to State-W/H Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY Total For Check 9916	PENSION 10/15/21 PENSION 10/15/21	10/15/21	33.02 89.28	9916 9916

10/13/2021

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 9917							
525-750-925-770	Taxes	STATE OF MICHIGAN TREASURY DEPT	SALES TAX STATE OF MICHIGAN	SEPTEMBER 2021	10/15/21	327.25	9917
			Total For Check 9917			327.25	
Check 9918							
731-000-228-024	Due to Federal-Income Taxes	U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 10/15/21	10/15/21	61,389.89	9918
732-000-228-024	DUE TO FEDERAL-W/H TAX	U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 10/15/21	10/15/21	353.32	9918
			Total For Check 9918		_	61,743.21	
		Fund Totals:					
			Fund 101 General Fund Fund 202 Major Street Fund			633,587.91 53,141.83	
	at the above vouchers amounting to \$2,772,723.10 h d, that the price and computations are correct, that t		Fund 202 Major Street Fund Fund 203 Local Street Fund			74,575.67	
		The Treasurer is hereby authorized to pay the above				107,042.41	
vouchers.	ser and that the proper accounts have been charged	The freasurer is hereby authorized to pay the above	Fund 260 Michigan Indigent Defense			4,800.00	
			Fund 265 Drug Forfeiture Fund			593.58	
			Fund 281 Housing Rehabilitation Fund			33,202.00	
			Fund 285 Special Events Fund			3,014.60	
			Fund 306 Debt Service			45,150.00	
Mayor			Fund 402 Capital Equipment Fund			36,772.00	
			Fund 492 TIFA Consolidated Fund			56,428.45	
			Fund 499 DDA tax increment Finance Fund			12,926.62	
City Clerk			Fund 525 Municipal Golf Course Fund Fund 530 Building Rental Fund			19,264.33 14,758.59	
city cierk			Fund 590 Sewage Fund			308,812.24	
			Fund 677 Self Insurance Fund			2,497.82	
			Fund 731 Retirement System Fund			81,306.02	
			Fund 732 Retiree Health Care Fund			185,364.15	
			Total For All Funds:		_	1,673,238.22	
			Payroll 10/01/21			325,148.99	
			Payroll 10/13/21			229,948.90	
			Payroll 10/15/21			544,386.99	
			TOTAL			2,772,723.10	

# **RESOLUTION**

Item Number: #

		Date: October 18, 2021
RESOLUTION by Councilperso	on	
RESOLVED that the total bills hereby APPROVED for payment		0 as presented by the Mayor and City Clerk are
I move the adoption of the foreg	going resolution.	
MOTION by Councilperson		
SUPPORTED by Councilperson	1	
<u>YEAS</u>	COUNCIL	<u>NAYS</u>
	Alderman Calvin	

Crayne Hanna Shuryan Stec

## **REPORTS & MINUTES**

# Downtown Development Authority Meeting Minutes

5:30 PM, July 13<sup>th</sup>, 2021 A REGULAR MEETING ans

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

**MEMBERS PRESENT:** Mayor Rob DeSana, Rick DeSana, John Jarjosa, Scott Jordan, Bryan Kozinski, Anne Majlinger, Patt Slack, Leo Stevenson, Norm Walker

**MEMBERS EXCUSED**: None

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

**PUBLIC COMMENT:** None present

## APPROVAL OF MINUTES & AGENDA:

Minutes from June 2021 Meeting and Agenda for July 2021 Meeting

Motion by S. Jordan, Supported by A Majlinger, to approve the Minutes from the June 2021 DDA meeting and the agenda for the July 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 June 30th, 2021

Motion by L. Stevenson, Supported by S. Jordan, to accept and approve the Monthly Revenue and Expenditure Report for June 30<sup>th</sup>, 2021. Roll Call. All in Favor. Motion carried.

# **ONGOING PROJECTS & BUSINESS:**

Former City Hall Redevelopment: 3131-3149 Biddle Avenue and Parking Lot #4: Director Gruber provided a brief update regarding the Former City Hall Redevelopment: 3131-3149 Biddle Avenue and Parking Lot #4. He shared that the purchase agreement and development agreement were reviewed by The City's Legal Department and Administration and would be approved by City Council as soon as July 26<sup>th</sup>. Mr. Stevenson inquired as to whether any grants have been applied for or awarded on this project yet, to which Director Gruber explained they had not, but that it is the express intention of the developer to pursue economic development incentives and financial support from the City, County and State, which may include grants.

**DDA Finance Committee and Annual Budget: FY 2021-2022:** Director Gruber explained the Finance Committee has met several times to review and discuss the proposed 2021-2022 fiscal year expenditures for the DDA. L. Stevenson, member of the Finance Committee, highlighted some final changes to the Business Assistance Budget as it pertains to existing and future projects benefitting from Joseph R. Peterson Downtown Grant Awards, proposing an additional allocation of \$45,000.00 into the fund in order support new, smaller scale projects that may arise. The Board discussed the Committee's findings and recommendations, as well as an overview of the capital fund balance, long-term capital improvements plan and other desired projects of the DDA.

Motion by L. Stevenson, Supported by P. Slack to approve the Downtown Development Authority's FY 2021-2022 Budget as amended AND FURTHER to recommend the DDA FY 21-22 Budget to City Council for approval.

## **NEW PROJECTS & BUSINESS:**

Wyandotte Street Fair Discussion: Director Gruber welcomed positive comments and feedback regarding the Wyandotte Street Fair that was held in the previous week. A. Majlinger stated that the Fair was fantastic and the business owners loved it. Chairwoman Slack stated that the Fair had an exceptional collection of artists. R. DeSana stated the Street Fair was very successful for the bars and restaurants, and suggested that the attraction of the actual Street Fair was not the beer tents but this year it was the artist booths and businesses. Chairwoman Slack commended the City of Wyandotte Police Department for a smooth and peaceful event, as well as the Wyandotte Special Events Office for putting on an incredible fair. She stated that all City employees involved did a great job. The Board discussed the positive aspects of the Wyandotte Street Art Fair, as well as the DDA's involvement in creating, promoting and managing the Social District during the Wyandotte Street Art Fair. The Board discussed what the next Wyandotte Street Fair should entail. Mayor DeSana noted that he was organizing a meeting of the Department Heads and several Wyandotte Street Art Fair Committee members to discuss ideas, concepts and follow-up items regarding the Wyandotte Street Art Fair. The Board discussed a proposal and recommendation for both the Wyandotte Street Art Fair Committee and the Wyandotte City Council.

WHEREAS, the Social District supported the brick & mortar businesses and tax payers during the Wyandotte Street Art Fair; WHEREAS, the City of Wyandotte Police

Department cited no problems, issues or negative situations pertaining to the Social District during the Wyandotte Street Art Fair; and WHEREAS the business community and event patrons cited positive community feelings and improved walkability throughout the Wyandotte Street Art Fair. NOW THEREFORE BE IT RESOLVED, that the DDA hereby recommends reinstating the Social District during the Wyandotte Street Art Fair in 2022 in lieu of the Riverfront Entertainment area. Motion by L. Stevenson, supported by R. DeSana. Roll Call, All in favor, motion carried.

Mayor Pro Tempore Kelly Stec visited the DDA Meeting to offer support for the Wyandotte Street Art Fair, stating it was fantastic and offering appreciation for the Special Events Office and the Wyandotte Street Art Fair Committee.

NEXT REGULAR MEETING: 5:30 PM, August 10<sup>th</sup>, 2021

**ADJOURNMENT:** 6:12 PM

<u>Motion by A. Majlinger, supported by B. Kozinski, to adjourn the meeting. All in favor, motion carried.</u>

Respectfully Submitted,

Joe Gruber, DDA Director

# CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, August 24, 2021. Commissioner Melzer called the meeting to order at 6:14 p.m.

# ROLL CALL:

Present:

Commissioner Doug Melzer

Commissioner Bobie Heck

Chief Daniel Wright

Recording Secretary:

Lynne Matt

Absent:

Commissioner John Harris

# READING OF JOURNAL

Motioned by Commissioner Heck, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on July 27, 2021. Motion carried unanimously.

# **COMMUNICATIONS**

## **NEW BUSINESS**

# **DEPARTMENTAL**

- Wyandotte Fire Department Monthly Report July 2021
   Commissioner Heck motioned to receive report and place on file; supported by Commissioner Melzer. Motion carried.
- 2. Utility Truck

Chief Wright stated he received call from Gorno Ford 2 weeks ago to let him know F250 utility truck should be coming in any day now, still not in.

3. Fire Engine

Chief Wright stated fire engine has been tabled for now as government money can't be used towards one.

4. Cardiac Monitors

Chief Wright received 2 monitors today from Henry Ford Wyandotte Hospital. Press release will be coming of very generous donation.

Fire Commission Meeting Page 2 August 24, 2021

# **DEPARTMENTAL** (continued)

5. AFG Award

Chief Wright stated we received AFG Award of \$504,000.00 split between 7 departments. Meeting will take place tomorrow, Wednesday, August 25<sup>th</sup> to discuss what direction on equipment to be ordered.

- New Hire Candidate-James Waara
   Chief Wright stated he completed background check on new hire. Commissioner Melzer motioned to hold up going forward with new hire candidate until Commissioner Harris returns; supported by Commissioner Heck. Motion carried.
- Department bills submitted July 28, 2021 in the amount of \$8,348.72
   Department bills submitted August 11, 2021 in the amount of \$12,528.73

   Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Heck. Roll call; motion carried.

# LATE ITEM

Chief Wright requested to move forward with promotion of FF Jessie Brown to rank of Sergeant. Commissioner Heck motioned to support promotion; supported by Commissioner Melzer. Motion carried.

## ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:46 p.m.

Respectfully submitted,

Selve Heck (SCH)

Secretary

BH/lm

# WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, September 21<sup>st</sup>, 2021 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

## Members Present:

President Wallace Merritt Secretary Margaret Loya Commissioner Ed Ronco Commissioner Ron Adams

## Excused:

Vice President Tom DeSana

# Also Present:

Sup't of Recreation Justin N. Lanagan Recreation Secretary Aimee Garbin

A motion was made by Commissioner Ronco and supported by Secretary Margaret Loya to approve the minutes of the previous meeting

# PERSONS IN THE AUDIENCE:

None

# CORRESPONDENCE:

 Thank you letter from The Arc Downriver regarding Wyandotte Shores golf course gift certificate donation.

# INTERDEPARTMENTAL:

# COUNCIL RESOLUTIONS:

- Council Resolution dated August 9, 2021 accepting the bid by Owens Fence as the best bid received for the Memorial Baseball Lights fence replacement
- 2. Council Resolution dated August 23, 2021 approving the use of city sidewalks and property for the Blitzen the Dotte 5K on November 20, 2021.
- Council Resolution dated September 13, 2021 approving the use of city sidewalks and property September 19<sup>th</sup> - 27<sup>th</sup>, 2021 for Fire and Flannel Festival & Elliott Amusement Rides.

# REPORTS AND MINUTES:

Arena Report August 2021: \$598.22, Skating Lessons.......\$500.00, Sign Rentals.......\$320.00

Tele-care: July 2021 & August 2021

Golf Report: August 2021.....\$74,402.65

Account Breakdown Pay Ending: 8/1/2021 & 8/15/2021

Van Report: July 2021 & August 2021

# SPECIAL ORDER:

Superintendent Lanagan discussed with Commission:

Superintendent Lanagan stated that currently, there will be no basketball programs (both
youth and mens) as long as there is a mask mandate in place within school buildings.
Superintendent Lanagan explained to Commission it would not be possible to police
coaches/players/parents (who were using school gyms on behalf of our program) and
make sure they adhere to the mask mandate..

There being no further business to discuss, a motion was made by Commissioner Adams and supported by Secretary Loya to adjourn the meeting at 5.44 pm.

Minutes Prepared by

Aimee Garbin

Recreation Secretary

Authorized by

Justin Lanagap

Superintendent of Recreation

2021 Wyandotte Recreation Commission Meetings @ Yack Arena

2<sup>nd</sup> Wednesday @ 5:30 pm

December 8th, 2021

2<sup>nd</sup> Tuesday @ 7:30 pm

October 12th, 2021 November 9th, 2021