

# **AGENDA**

### REGULAR SESSION

# MONDAY, MARCH 28, 2022 7:00 PM

PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA CHAIRPERSON OF THE EVENING: THE HONORABLE TODD HANNA

### **CALL TO ORDER**

# **PLEDGE OF ALLEGIANCE**

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

# **PRESENTATIONS**

#### PRESENTATION OF PETITIONS

#### PUBLIC HEARINGS

- Brownfield Plan #23: Former City Hall Redevelopment and Public Infrastructure Improvements
- SAD #950 Creation of Vehicle Parking Spaces East ROW, James DeSana Drive

#### **UNFINISHED BUSINESS**

1. Gasoline Spill - 2254 Electric

#### 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 and will have three (3) minutes 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.

- 2. Approval of City Council Minutes 03.14.2022
- 3. Knights of Columbus 1802 "Tootsie Roll Drive"
- 4. Special Event Request St. Stephens Church
- 5. Special Event Request American Legion Post 217
- 6. Social District Permit Applications
- 7. DDA and TIFA Annual Reports 2021
- 8. 2022 Grass Cutting Services
- 9. 2022 Composting Agreement

#### **NEW BUSINESS**

- 10. WWII Memorial Name Addition
- 11. Tree Removal Request 1449 22nd Street
- 12. Fire Department Internal Promotion
- 13. 2022 Bishop Park Concession Lease
- 14. Downriver Council for the Arts: Lease Extension Request
- 15. Eureka Road Viaduct Landscaping and Maintenance Contract 2022
- 16. Fort Eureka Sign Landscaping and Maintenance Contract 2022
- 17. Extension Amendment to Purchase Agreement: 3131 Biddle Avenue

- 18. Brownfield Plan No. 23: The Federal Building Redevelopment and Downtown East Alley Infrastructure Project
- 19. SAD #950 Vehicle Parking Spaces on James DeSana Drive
- 20. Sale of Former 899 Vinewood
- 21. Bid File #4825: 2022 Pavement Marking Program
- 22. Sidewalk Encroachment at 166 Oak
- 23. Rezoning of the property at 240 Antoine

## **BILLS & ACCOUNTS**

# **REPORTS & MINUTES**

Beautification Commission 03/10/2022

Civil Service Commission 03/09/2022

Cultural & Historical Commission 02/11/2022

Fire Commission 3/8/2022

Planning Commission 01/20/2022

Police Commission 3/8/22

Retirement Commission 2/18/22

WMS Commission 3/9/22

Zoning Board 02/02/2022

# REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

**NEXT MEETING OF THE CITY COUNCIL:** APRIL 11, 2022

## **ADJOURNMENT**

# **PUBLIC HEARINGS**

Now is the time and place to hear objections, if any, regarding the following item(s):

# **SAD #950**

Construction of Vehicle Parking Spaces East Right of Way James DeSana Drive

# **Adoption of Brownfield Redevelopment Plan #23**

Former Wyandotte City Hall property (3131 Biddle Avenue), and all adjacent and contiguous public infrastructure

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 1

ITEM: Gasoline Spill - 2254 Electric

PRESENTER: Gregory J. Mayhew, City Engineer

#### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** At the March 14, 2022, City Council Meeting, Ms. Dawn Schaff, 2262 Electric, approached Council regarding a gasoline spill at 2254 Electric that has rendered her home unsafe and uninhabitable, and requested assistance with the cleanup.

Please see the attached "Response to Gasoline Spill at 2254 Electric" for a report on the actions of City Departments.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

<u>ACTION REQUESTED:</u> Receive and place this communication on file and advise Ms. Schaff that this is a private matter that should be handled in Circuit Court.

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

<u>IMPLEMENTATION PLAN:</u> The City Clerk shall forward a copy of this agenda item, attachments and resolution to Ms. Schaff.

## **LIST OF ATTACHMENTS:**

- 1. Request from Dawn Schaff
- 2. RESPONSE TO GASOLINE SPILL AT 2254 ELECTRIC
- WFD Incident Report 211119-110000
- 4. PEAS 28177 Gasoline Spill to the Ground at a Residence Wayne
- Nuisance Letter Gasoline Spill
- 6. Gasoline Spill Nuisance Notice 031522
- 7. RV in Side Yard 031522

# **RESOLUTION**

Item Number: #1
Date: March 28, 2022

RESOLUTION by Councilperso	on		
RESOLVED BY COUNCIL that Engineer regarding the gasoline private matter between property	spill at 2254 and 2262 Electri	c, and further, advises Ms. Sc	
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	n		
<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		

Stec

#### RESPONSE TO GASOLINE SPILL AT 2254 ELECTRIC

City Engineer, Greg Mayhew, received a call regarding a complaint of a gasoline spill and strong odors at 2262 Electric. On November 19, 2022, Mr. Mayhew visited the site and met with Ms. Schaff. Ms. Schaff explained that the neighbor at 2254 Electric has emptied gasoline from an RV parking in the driveway adjacent to her property. Strong gasoline odors were present outside, particularly between 2254 and 2262 Electric, and from inside the dwelling. Mr. Mayhew advised Ms. Schaff to contact her insurance company and an environmental consultant. Mr. Mayhew also contacted Fire Chief Dan Wright and asked that the Fire Department investigate.

The Fire Department responded that day, spoke to Ms. Schaff and the property owner, Mr. William Lavack, at 2254 Electric. Mr. Lavack acknowledged that a gasoline spill of approximately 8-10 gallons had occurred. The Fire Department inspected the interior of the dwelling and detected a strong gasoline odor. The Fire Department initiated a hazardous materials response. A Haz-Mat team arrived, investigated the situation and found levels of benzene greater than recommended minimum exposure limits inside of 2262 Electric. Ms. Schaff was advised to evacuate the dwelling. See WFD Incident Report #211119-110000 attached. The spill was reported to Michigan EGLE thru the Pollution Emergency Alerting System (PEAS). Report attached. The Chief discussed this situation with EGLE and was informed that due to the reported volume of the spill and the fact that it was on private property, EGLE/EPA would not be taking any action. Chief Wright advised Ms. Schaff of the findings and EGLE response and advised her that this was a private matter between her and the property owner at 2254 Electric.

The Engineering and Building Department issued two nuisance notices, attached, to 2254 Electric on December 2, 2021, and March 15, 2022, advising the property owner to remediate the gasoline spill. If no action has been taken by April 18, 2022, the Department will proceed to issue tickets.

Also, a notice was sent March 15, 2022, regarding non-conforming storage of an RV in a side yard. The RV was no longer in the side yard as of March 22, 2022.

Per City Attorney William Look, this situation is considered a private nuisance between the property owners. Mr. Look recommends that Ms. Schaff file a lawsuit against Mr. Lavack in Circuit Court which will trigger her insurance company's involvement. This is a nuisance and trespass issue and the Court can award damages to reimburse Ms. Schaff. The notices from the City and reports from the Fire Department and EGLE can be used as evidence in the case.

# Wyandotte City Council

Dear Honorable Mayor DeSana and Wyandotte City Council,

We are writing to you today because of a gasoline spill that occurred November 17, 2021 at the residence of 2254 Electric, Wyandotte, MI. This gasoline spill drained on to the property of 2262 Electric causing our family to be evacuated because of benzene creating unsafe living conditions. Now the Gasoline that was spilled into the soil is eating away at the cinderblock foundation walls, leaking into the basement, this can be seen in the photos that are included with our documentation. Within the packet we have also included the Incident report from the Wyandotte Fire Department, A Proposal estaminet of \$65,000 to repair damages and remove contaminated soil, and a copy of the letter from the City Engineer sent to the resident of 2256 Electric on December 2, 2021. After receiving this letter no action has been taken to remove the contaminated soil by Mr. Lavack (resident of 2254 Electric). Due to lack of action and respect for Wyandotte City Ordinance that he was issued, damage occurred to the foundation walls. Everything inside our home is contaminated by benzene fumes and VOC (Volatile Organic Compounds) cancer causing agents. Once the soil has been removed and necessary repairs made Hazmat teams will need to reassess benzene levels throughout the home to deem it safe again. At this point the next step will be to remove everything from the home due to cancer causing potential.

We ask that the City of Wyandotte make a motion to act on City Ordinance 94.005 Abatement By City so that we the residents of 2262 Electric may safely go back home.

Sincerely, Dawn Schaff, and Amanda Perez

2262 ELECTRIC Gasoline Spill Penetrating through Cinder Block wall perling paint.





2262-ELECTRIC GASOLINE SPILL FOUNDATION DAMAGE





2262 ELECTRIC GASOLINE SPILL FOUNDATION DAMAGE





#### OFFICIALS

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

GREGORY J. MAYHEW, P.E. CITY ENGINEER

December 2, 2021

Mr. William Lavack 2254 Electric Wyandotte, Michigan 48192

RE: Gasoline Spill 2254 Electric Wyandotte, MI

Dear Mr. Lavack;

On November 17, 2021, a gasoline spill occurred on your property which drained onto the property to the south, 2262 Electric. This gasoline spill caused noxious odors to be present in and around the dwelling at 2262 Electric, and an unsafe level of benzene was detected in the dwelling. As a result, the dwelling was evacuated.

This is a Nuisance per the City of Wyandotte Code of Ordinance Chapter 94: Health and Safety; Nuisances, Sec. 94.001 and 94.002(F), and violates Sec. 94.003.

You are directed to take the necessary actions required to mitigate the gasoline and benzene from the soil and the dwelling to acceptable levels as specified by the EPA in accordance with Sec. 94.004 Notice to Abate.

Thank you for your cooperation in this matter. If you have any questions, contact the undersigned at 734-324-4554, or by email at <a href="mailto:gmayhew@wyandottemi.gov">gmayhew@wyandottemi.gov</a>.

Very truly yours,

Gregory J. Mayhew City Engineer

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • email: engineering1@wyandottemi.gov

Equal Housing Opportunity 5

An Equal Opportunity Employer

#### § 94.001 DEFINITION.

For the purposes of this subchapter, the word **NUISANCE** is hereby defined as the doing of an unlawful act, or omitting to perform a duty, or the suffering or permitting of any condition or thing to be or exist, which act, omission, condition or thing either:

- (A) Injures or endangers the comfort, repose, health or safety of others;
- (B) Offends decency;
- (C) Is offensive to the senses:
- (D) Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;
  - (E) In any way renders other persons insecure in life or the use of property; or
- (F) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of a person's property or the property of others.

(Prior Code, § 24-1) (Ord. 955, passed 9-21-1992)

## § 94.002 ILLUSTRATIVE ENUMERATION.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (A) Noxious weeds or other rank vegetation;
- (B) Accumulation of inoperable motor vehicles, rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things;
  - (C) Any condition which provides harborage for rats, mice, snakes and other vermin:
- (D) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located:
  - (E) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;
- (F) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches:
  - (G) The carcasses of animals or fowl not disposed of within a reasonable time after death;
- (H) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances;
- Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;
  - (J) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;
  - (K) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities:
- (L) The keeping or confinement of livestock or fowl so situated that foul odors are emitted onto the property of others;
- (M) Any drawing, inscription, design, scribbling, motto, picture, pictograph or design, including those commonly known as graffiti; and
- (N) Any tree located on public or private property which may interfere with power lines or utilities, or which may pose a danger or threat to neighboring properties, or which is in such a condition that it may interfere or

cause damage to neighboring properties, or which trees may be dead, damaged or diseased, or that harbor rodents or other such animals.

(Prior Code, § 24-2) (Ord. 955, passed 9-21-1992; Ord. 1275, passed 10-23-2006)

### § 94.003 GENERAL PROHIBITION.

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

(Prior Code, § 24-3) Penalty, see § 94.999

## § 94.004 NOTICE TO ABATE; CONTENTS; SERVICE OF NOTICE.

(A) General. Whenever a nuisance is found to exist within the city or within the city's extraterritorial jurisdiction, the Health Officer or some other duly designated officer of the city shall give written notice to the owner or occupant of the property upon which such nuisance exists or upon the person causing or maintaining the nuisance.

(Prior Code, § 24-4)

- (B) Contents of notice. The notice to abate a nuisance issued under the provisions of this subchapter shall contain:
- (1) An order to abate the nuisance or to request a hearing within a stated time, which shall be reasonable under the circumstances;
  - (2) The location of the nuisance, if the same is stationary;
  - (3) A description of what constitutes the nuisance;
  - (4) A state of acts necessary to abate the nuisance; and
- (5) A statement that if the nuisance is not abated as directed and no request or hearing is made within the prescribed time, the city will abate such nuisance and assess the cost thereof against such person.

(Prior Code, § 24-5)

(C) Service of notice. The notice to abate a nuisance shall be served as any other legal process may be served pursuant to law.

(Prior Code, § 24-6)

#### § 94.005 ABATEMENT BY CITY.

Upon the failure of the person upon whom notice to abate a nuisance was served pursuant to the provisions of this subchapter to abate the same, the Health Officer or other duly designated office of the city shall proceed to abate such nuisance and shall prepare a statement of costs incurred in the abatement thereof. The District Court may enter an order permitting the city or its agents or representatives to enter upon the private property of another for the purpose of abating such nuisance.

(Prior Code, § 24-7) (Ord. 1275, passed 10-23-2006)



to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: .

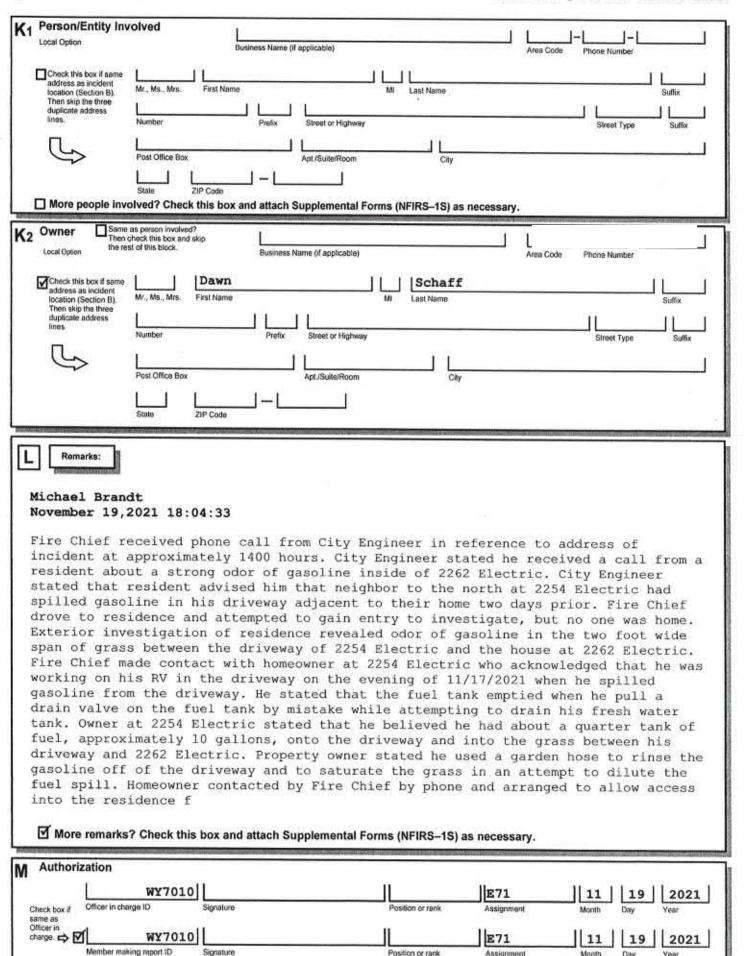
# JAY SEA CONSTRUCTION, INC.

13783 Armstrong Road SOUTH ROCKWOOD, MI 48179 (734) 925-4906 "20 Year Guarantee on Waterproofing"

	2					
PROPOSAL SUBMITTED TO Da	wn Schaff		PHONE		3-6-2	022
2262 Electric CITY, STATE and ZIP CODE Wyandotte			JOB NAME			
			JOB LOCATION	Wyandotte	ing wan i	-
ARCHITECT		DATE OF PLANS		yanaotte		JOB PHONE
	cilications and estimates for:  Rebuild wall 35x	8 cinder block	then wa	iterproof o	utside of	
	Wall as well new Then a 2 inch f	w drain tile tar v foam insulation			Charles and the state of the st	The second of th
	_Peagravel the	n topsoil. Lifeti	me warı	anty on wa	aterproof	ing.
*	Additional cha	rges as follows	dispos	al of gas s	poiled	
	Dirt per city	instructions as	well as	any additi	onal dirt	not
	Related to wa	terproofing and	l if chim	ney need	a take do	wn
	Or rebuild tha	t will be addres	ssed at t	that time as	s well.	1
Torras Davies						
Taxes Perm discounts i	ncluded to furnish n	naterial and labor — co	mplete in ac	cordance with a	bove specifica	ations, for the sum of: 5,000.00
All material is guarante manner according to sta involving extra costs wi charge over and above or delays beyond our or	ed to be as specified. All work to ndard practices. Any alteration or de i be executed only upon written or the estimate. All agreements cor- nortol. Owner to carry fire, tomado owered by Workman's Compensatio	eviation from above specifications rders, and will become an extra intingent upon strikes, accidents and other necessary insurance	Authorized SignatureN. withdrawn b	ote: This proposal may us if not accepted w	W m	days.
Acceptance	of Proposal — The	above prices, specifications ccepted. You are authorized	Signature	X		

Signature

A 08253 MI 11 19 FDID A Scale A Incident Date A	YYYY 2021
B Location Type	Wyandotte   MI 48192
C Incident Type	E1 Dates and Times    Month   Day   Year   Hour   Min
F Actions Taken &  [81] [Incident command Primary Action Taken (1)]  [86] [Investigate Action Taken (2)]  [92] [Standby Additional Action Taken (3)]	G1 Resources  G2 Estimated Dollar Losses and Values  Check this box and skip this block if an Apparatus or Porsonnel Module is used.  Apparatus Personnel  Suppression  Contents  None  EMS  PRE-INCIDENT VALUE: Optional  Other  Property  None  Property  None  Property  None  Property  None  Contents  None  Property  None  Contents  None
Fire-2	7 Motor oil: from engine or portable container 60 Industrial use cupants 8 Paint: from engine are telefine of 5 container 63 Millions use
Property Use   None   Structures	Clinic, clinic-type infirmary   539



A [ 08253]	MI 19 2021   0001237   000   Delete   NFIRS-1S   State 1 Incident Date 1 Station Incident Number 1 Exposure 1 Change   Change   Supplemental
K1 Person/Entit	ty Involved
Check this box if same address as incident focation. Then skip these three duplicate address lines.	Mr., Ms., Mrs. First Name MI Last Name Suffix    Number   Prefix   Street or Highway   Street Type Suffix    Post Office Box   Apt./Suite/Room   City
K1 Person/Entity	
Check this box if same address as incident location. Then skip these these duplicate address times.	Mr., Ms., Mrs. First Name Mil Last Name Suffix  Number Prefix Street or Highway Street Type Suffix  Post Office Box Apt./Suite/Room City  State ZIP Code
K1 Person/Entit	by Involved
Check this box if same address as incident location. Then skip these three duplicate address lines.	Mr., Ms., Mrs First Name MI Last Name Suffix  Number Prefix Street or Highway Street Type Suffix  Post Office Box Apt/Suite/Room City  State ZIP Code
K1 Person/Entir	by Involved
Check this box if same address as incident location. Then skip these three duplicate address lines.	Mr., Ms., Mrs. First Name MI Last Name Suffix  Number Profix Street or Highway Street Type Suffix  Post Office Box Apt./Suite/Room City  Stale ZIP Code
K1 Person/Entit	by Involved
Check this box if same address as incident location. Then skip these three duplicate address lines.	Mr., Ms., Mrs. First Name MI Last Name Suffix  Number Profix Street or Highway Street Type Suffix  Post Office Box Apt./Sulfa/Room City  State ZIP Code

<b>E</b> 3	Supplemental Special Studies Local Option	NFIRS-1S Supplemental
1	Special Special Study ID# Study Value Study Value Study Value Study ID# Study ID# Study ID# Study ID# Study Value Study Value Study Value Study ID# Study ID	Special Study Value
5	Special Study ID# Study Value Study ID# Study ID# Study ID#	Special Study Value
L	Remarks: Local Option	

or 1530 hours. Upon entry with a 4-gas monitor into the residence Fire Chief smelled a strong odor of gasoline inside and upon further investigation the odor was throughout the house and appeared to be stronger in the basement. 4-gas monitor readings were: LEL-0%, O2-20.9%, H2S-0 ppm, CO-0 ppm. Fire Chief and homeowner vacated the home. Homeowner stated that she had aired out the home several times over the past two days and that the gasoline odor kept coming back. Fire Chief requested E71 and activated DERT for a hazardous materials response.

E71 responded to above address per request of WFD Fire Chief as a follow up to a previous run to this same address for a possible Haz-Mat incident. Upon arrival were met by Fire Chief and homeowner. Possible gasoline spill next to house. Area was checked with 4 gas meter with 0 readings. Strong smell of gasoline present in the basement of residence. Family was advised to evacuate the home, and the Haz-Mat team was contacted. E71 stood by until arrival of Haz-Mat team, conferred with team leader of our findings and of the previous run to this address. Basement was checked with flammable gas detector and positive readings for benzene were found. WFD Fire Chief was advised of findings. The Chief spoke with the homeowner and set a course of action to mitigate the issue. E71 cleared.

PEAS #28177

NRC #1322379

Benzene Readings on 11/19/2021:

Basement- 2.95 ppm

Main Floor- 0.800 ppm

Second Floor- 0.450 ppm

Benzene exposure recommendations:

NIOSH recommended exposure limit on a 10-hour TWA is 0.1 ppm

NFIRS-1S Revision 01/01/04

A08253	MI DD YYYY  State A Incident Date A Station Incident Number A Exposure A Change Supplemental
K1 Person/Entit	y Involved Business Name (if applicable) Area Code Phone Number
Check this box if same address as incident location. Then skip these three duplicate address lines.	Mr., Ms., Mrs. First Name Mil Last Name Suffix  Number Prefix Street or Highway Street Type Suffix  Post Office Box Apt./Suite/Room City  State ZIP Code
K1 Person/Entity	/ Involved Business Name (if applicable) Area Code Phone Number
Check this box if same address as incident location. Then skip these these duplicate address lines.	Mr., Ms., Mrs. First Name MI Last Name Suffix  Number Prefix Street or Highway Street Type Suffix  Post Office Box Apt./Suite/Room City  State ZIP Code
K1 Person/Entit	y Involved Business Name (if applicable)  Area Code Phone Number
Check this box if same address as incident location. Then skip these three duplicate address lines.	Mr., Ms., Mrs. First Name MI Last Name Suffix  Number Prefix Street or Highway Street Type Suffix  Post Office Box Apt/Suite/Room City  State ZIP Code
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K1 Person/Entit	y Involved
Check this box if same address as incident location. Then skip these three duplicate address lines.	Mr., Ms., Mrs. First Name MI Last Name Suffix  Number Presx Street or Highway Street Type Suffix  Post Office Box Apt / Suite/Room City
	State ZIP Code

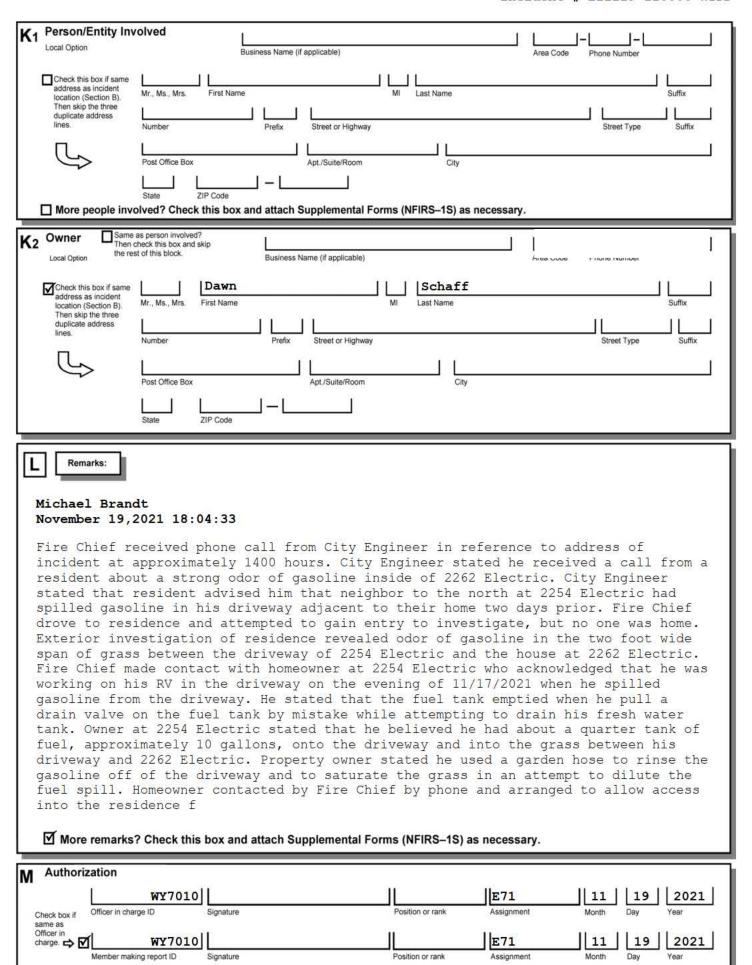
Supplemental Sp	pecial Studies					NFIRS-1S Supplementa
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5 Special Special Study ID# Study	6 L st Value	pecial Special Study Value	7 Special Sp Study IO# Stu	pecial udy Value	8 L Special Study ID#	Special Study Value
Remarks:						
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		ure limit is 1 p				
		xposure limit is			¥7 4	
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OSHA Standar	ds acquired	110m 29 CFR 1910	.1028 (C)			
				ni.		
				**		
				#1		
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				70		

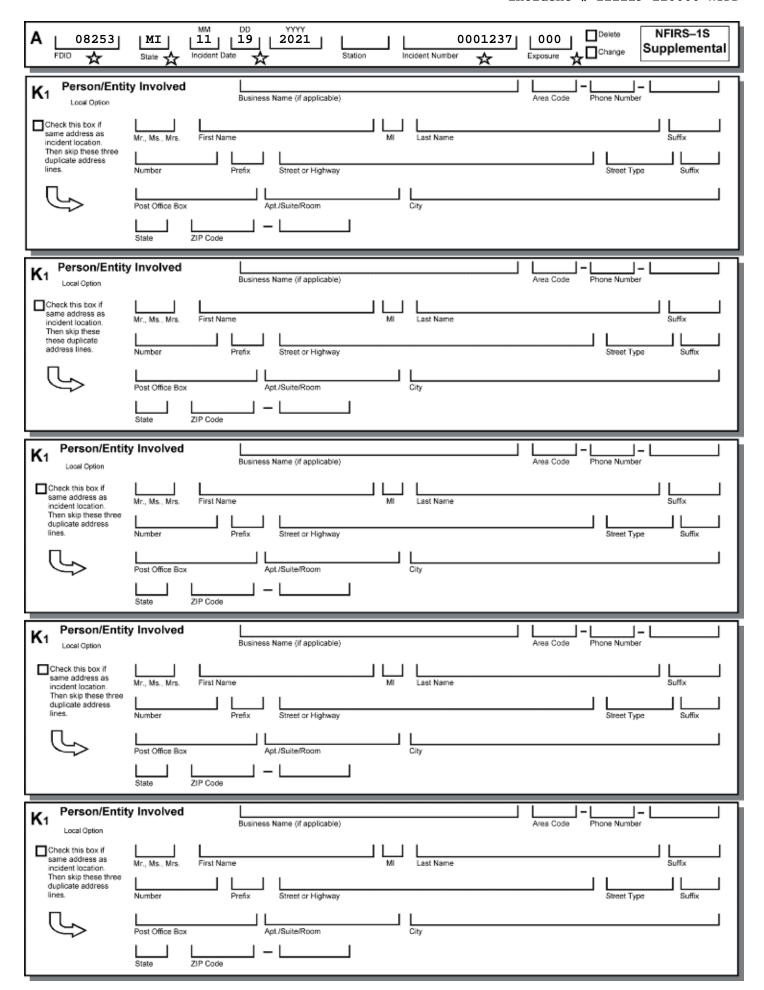
L	MI DD YYYY 2021   Incident Date Station	☐ 000123	Delete ESO-1 Non-NFIRS Fields
E1 Additional Inci	Month Day Year Hour Min		Month Day Year Hour Min
B Apparatus or Resources	Dates and Times Midnight is 0000  Month Day Year HouriMin	5 ID	En Route L.
1 ID	En Route 11   19   2021   1550   District 11   19   2021	6 ID	En Route LULU LU
2 ID	En Route 11   19   2021   1550   District 11   19   2021	7 ID	En Route
3 ID	En Route	8 ID	En Route L.
4 ID L	En Route	9 ID	En Route

A [ 08253] M FDID ☆ Stat		tion Incider		1237] [0 ♣ Expo			FIRS-10 ersonnel
B Apparatus or Resources	Dates and Times Mid Check if same date as Alarm of the Basic Module (Block E1). Month Day Year	Inight is 0000 late on HouriMin	Sent	Number of ☆ People	Apparatus Use Check ONE box for eac apparatus to indicate its use at the incident.	h List up to	4 actions for prattice and connet.
1 <sub>ID</sub> WYEN71	Arrival 🗹 🗀 🗀	1550  1554   1802	Sent	_2_	Suppression EMS Other	on 81	
Personnel 🛧	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
WY7010	Michael Brandt		図	81	86	92	
WY7020	MATTHEW FLOOD		<b>A</b>	92			
2 <sub>ID</sub> [WYCH71]  ★Type [92]	Dispatch	1550 [1554] [1802]	Sent	<u> </u>	Suppressi EMS Other	on <u>L</u> 82	
Personnel 🛧	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
WY7013	Daniel Wright		Ø	86	82	m1100000000000000000000000000000000000	
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Personnel &	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
		2 4 550 522 524					

NFIRS-10 Revision 01/01/04

A 08253 MI 11 19 2021
B Location Type
C Incident Type  411   Gasoline or other flam Incident Type  D Aid Given or Received None  1   Mutual aid received
Standby   Additional Action Taken (3)   G1   Resources ☆   G2   Estimated Dollar Losses and Values   G2   Estimated Dollar Losses and Values   G3   Estimated Dollar Losses and Values   G4   Estimated Dollar Losses and Values   G5   Estimated Dollar Losses and Values   G5   Estimated Dollar Losses and Values   C0   C0   C0   C0   C0   C0   C0   C
Completed Modules   Fire-2
Property Use   None   Structures   Structu





<b>E</b> 3	Supplemental Special Studies			NFIRS-1S Supplemental
1	Special Special Study ID# Study Value	Special Special Study ID# Study Value	3	Special Study Value
5	Special Special Study ID# Study Value	Special Special Study ID# Study Value	7 Special Special Special Study ID# Study ID# Study ID#	Special Study Value
L	Remarks: Local Option			

or 1530 hours. Upon entry with a 4-gas monitor into the residence Fire Chief smelled a strong odor of gasoline inside and upon further investigation the odor was throughout the house and appeared to be stronger in the basement. 4-gas monitor readings were: LEL-0%, O2-20.9%, H2S-0 ppm, CO-0 ppm. Fire Chief and homeowner vacated the home. Homeowner stated that she had aired out the home several times over the past two days and that the gasoline odor kept coming back. Fire Chief requested E71 and activated DERT for a hazardous materials response.

E71 responded to above address per request of WFD Fire Chief as a follow up to a previous run to this same address for a possible Haz-Mat incident. Upon arrival were met by Fire Chief and homeowner. Possible gasoline spill next to house. Area was checked with 4 gas meter with 0 readings. Strong smell of gasoline present in the basement of residence. Family was advised to evacuate the home, and the Haz-Mat team was contacted. E71 stood by until arrival of HazMat team, conferred with team leader of our findings and of the previous run to this address. Basement was checked with flammable gas detector and positive readings for benzene were found. WFD Fire Chief was advised of findings. The Chief spoke with the homeowner and set a course of action to mitigate the issue. E71 cleared.

PEAS #28177

NRC #1322379

Benzene Readings on 11/19/2021:

Basement 2.95 ppm

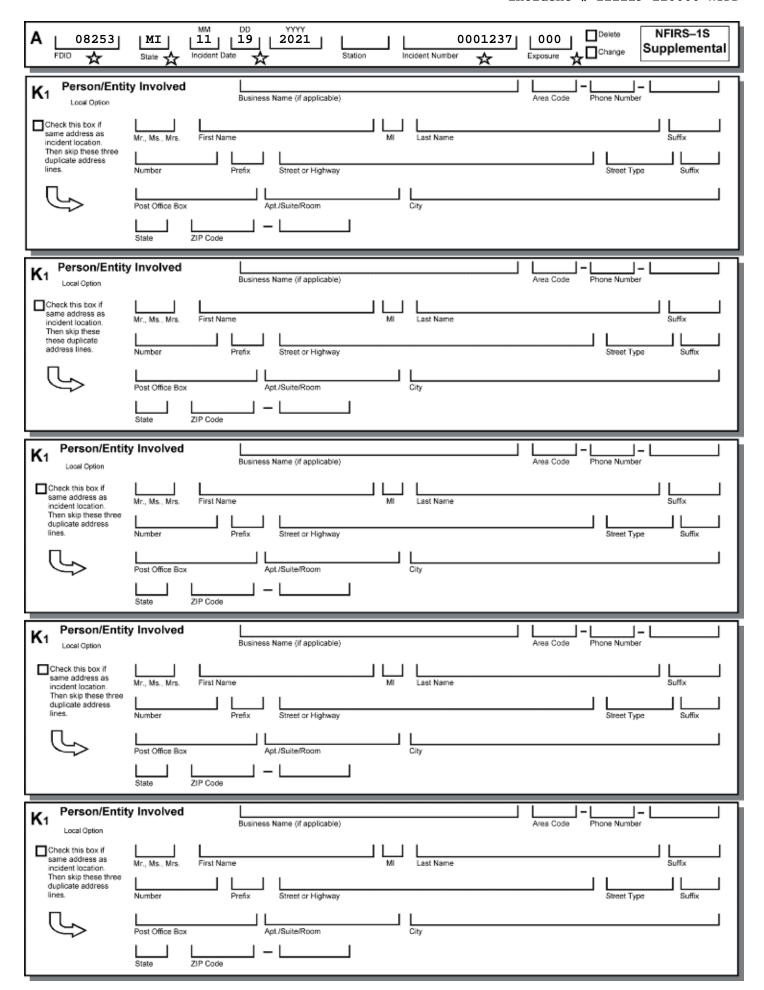
Main Floor- 0.800 ppm

Second Floor 0.450 ppm

Benzene exposure recommendations:

NIOSH recommended exposure limit on a 10-hour TWA is 0.1 ppm

NFIRS-1S Revision 01/01/04



E3 Supplemental Special Studies	NFIRS-1S Supplemental
1 Special Study ID# Study Value Study ID# Study ID# Study ID#	Special Study Value
5 Special Study ID# Study Value Study ID# Study ID# Study ID#	Special Study Value
Remarks: Local Option	
NIOSH recommended exposure limit on a 15-minute STEL is 1 ppm	
OSHA 8hour TWA for exposure limit is 1 ppm	
OSHA STEL for 15-minute exposure limit is 5 ppm	
*NIOSH standards acquired from NIOSH Pocket Guide to Chemical Standards	
*OSHA standards acquired from 29 CFR 1910.1028(c)	

NFIRS-1S Revision 01/01/04

A 08253 MI	MM DD YYYY 11 19 2021 L Incident Date State	ion Inciden		1237 <u>0</u>	<u>.                                    </u>		FIRS-10 ersonnel
B Apparatus or Resources	Check if same date as Alarm da the Basic Module (Block E1).	night is 0000 ate on Hour/Min	Sent X	of ☆	Apparatus Use Check ONE box for ear apparatus to indicate in use at the incident.	ch List up to	ns Taken  4 actions for paratus and sonnel.
A. I 11 I	rrival 🗹 📖 📖 📗	1550 1554 1802	Sent		Suppressi EMS Other	on <u>81</u>	
Personnel ☆ ID	<b>☆</b> Name		Attend	Action Taken	Action Taken	Action Taken	Action Taken
WY7010	Michael Brandt		Ø	81	86	92	
WY7020	MATTHEW FLOOD		Ø	92			
AI AI		1550 1554 1802	Sent	1	Suppressi EMS Other	on [82	
Personnel 🛧	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
WY7013	Daniel Wright		Ø	86	82		
			_				
Ar	spatch		Sent	ш	Suppressi EMS Other	on	
Personnel 🛱	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken

NFIRS-10 Revision 01/01/04

A 08253 MI 11 19 2021    FDID  State  Incident Date  Station	Dekete Change Change Non-NFIRS Fields
E <sub>1</sub> Additional Incident Times  Month Day Year Hour Min  PSAP Recieved [11] [19] [2021]	Month Day Year Hour Min Dispatch Notified   11   19   2021
B Apparatus or Resources Dates and Times Midnight is 0000	5 ID En Route District
1 ID En Route 11 19 2021 1550  Type District 11 19 2021	6 ID En Route District District
2 ID En Route 11 19 2021 1550  Type District 11 19 2021	7 ID En Route District District
3 ID En Route District District	B ID En Route District District
Type District District	9 ID En Route

Mich	nigan E	GLE PEA	S Incident F	Report		Date &	Time of Call	:	202	1-11-1	9	18:28	Dispatch:	RB-PEAS
PEAS In	cident Num	ber:	28177			Incider	nt Occurred:		2021-11-1		7		Shift:	After Hrs.
Related	Incident Nu	ımber(s):	NRC # 1322379			Incider	nt Observed:		2021-11-1		7		District:	Warren (SEMI)
Description of Incident (incl. cleanup efforts, assistance requested, etc.				:.): Gaso	oline Spill	to the Ground	at a	Resi	dence					
of 2262 E are 2.95 for the in Wright.	Electric Ave, V ppm in basen cident. Incide	Vyandotte, MI. nent, 0.800 ppr nt was initially	Hazmat Team reporte The ground next to thi n first floor, 0.450 ppm reported to NRC in rep	s location is sa second floor. ort number NF	aturated Homeov RC 1322	with gaso wner is vo 379 on 1	oline and there Nuntarily evacu 1/18/21 and w	is a uating	gaso g hon	line od ne. PE	orin Asca	the house. Ber aller name in th	nzene readin ne form belov	gs in the house is the contact
734-991-	ctric Ave.	2												
Р	LEASE	KEEP PR	RIVATE CALLI	er Info	RMA	TION	Confi	DEI	ITI	AL (	SE	E FOOT	NOTE*	*)
PEAS Ca	iller <i>Name</i> :		Dan Wright			PLP* - Personal Contact Name:				ne:	Not	Given		
PEAS Ca	ller <i>Employ</i>	er Name :	Wyandote Fire Department Chief			PLP - Employer Name:								
PEAS Ca	iller <i>Street A</i>	Address :				PLP - Street Address:					Not Given			
PEAS Ca	ller <i>City or</i> i	Twp., State:				PLP - City or Twp. State				ate				
PEAS Ca	iller <i>Phone #</i>	<i>t</i> :	734-642-5895			PLP - Phone #:					Not Given			
PEAS Ca	iller <i>Email A</i>	ddress:				PLP - Email Address:								
PEAS Caller Type:			Government Agency			PLP - Type:					Select Party Type			
Incident Street Address:			2262 Electric Ave			Material Released:					Gasoline			
Incident Cross Streets:						Amount Released to Air:								
Incident City or Twp.:			Wyandotte City			Amount Released to Ground:				d:	X	8-10 Gallons	i	
Incident County:		Wayne			Amount Released to Water:				:					
Incident Lat./Long.:		N W			Cleanup Contractor:									
Water B	ody Impact	ed:				Release	e/Incident Co	ontro	olled	?:	X			
Refe	rrals	Special Referral:	Normal Referral	Lead Div. 1:	RRD		Lead Div. 2:					Lead Staff Pers		
Referral Contact / Division / District Affiliation		E-Mail Date / Time Sent	E-Mail Date Receive		1	Call or Page te / Time	Filed By	Filed By Assigned To			Referral Notes			
Warren (	DO	District D.L.	2021-11-19 18:56											
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					-									
Dispatch	Date /	Time Start	Date / Time End	Hours	Sensitiv	e Informa	tion in Addition	to A	bove	any Pri	vate (	Caller Personal i	information A	bove (in italics)
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					Additio	nal Notes								
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Time Stam	10-00	* DLD Detent	ially Liahle/Resnonsible D	ante.	**		is form except n			,	-12-4			

#### OFFICIALS

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



COUNCIL Robert Alderman Chris Calvin Kaylyn Crayne **Todd Hanna** 

MAYOR Robert A. DeSana

Rosemary Shuryan Kelly M. Stec

GREGORY J. MAYHEW, P.E. CITY ENGINEER

December 2, 2021

Mr. William Lavack 2254 Electric Wyandotte, Michigan 48192

RE: Gasoline Spill 2254 Electric Wyandotte, MI

Dear Mr. Lavack:

On November 17, 2021, a gasoline spill occurred on your property which drained onto the property to the south, 2262 Electric. This gasoline spill caused noxious odors to be present in and around the dwelling at 2262 Electric, and an unsafe level of benzene was detected in the dwelling. As a result, the dwelling was evacuated.

This is a Nuisance per the City of Wyandotte Code of Ordinance Chapter 94: Health and Safety; Nuisances, Sec. 94.001 and 94.002(F), and violates Sec. 94.003.

You are directed to take the necessary actions required to mitigate the gasoline and benzene from the soil and the dwelling to acceptable levels as specified by the EPA in accordance with Sec. 94.004 Notice to Abate.

Thank you for your cooperation in this matter. If you have any questions, contact the undersigned at 734-324-4554, or by email at gmayhew@wyandottemi.gov.

Very truly yours,

City Engineer

#### OFFICIALS

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

GREGORY J. MAYHEW, P.E. CITY ENGINEER

March 15, 2022

Mr. William Lavack 2254 Electric Wyandotte, Michigan 48192

RE: Gasoline Spill 2254 Electric Wyandotte, MI

Dear Mr. Lavack;

On November 17, 2021, a gasoline spill occurred on your property which drained onto the property to the south, 2262 Electric. This gasoline spill caused noxious, toxic odors to be present in and around the dwelling at 2262 Electric, and an unsafe level of benzene was detected in the dwelling. As a result, the dwelling was evacuated.

This is a Nuisance per the City of Wyandotte Code of Ordinance Chapter 94: Health and Safety; Nuisances, Sec. 94.001 and 94.002(F), and violates Sec. 94.003.

#### 94.001 DEFINITION.

For the purposes of this subchapter, the word **NUISANCE** is hereby defined as the doing of an unlawful act, or omitting to perform a duty, or the suffering or permitting of any condition or thing to be or exist, which act, omission, condition or thing either:

- (A) Injures or endangers the comfort, repose, health or safety of others;
- (C) Is offensive to the senses:
- (E) In any way renders other persons insecure in life or the use of property; or
- (F) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of a person's property or the property of others.

### § 94.002 ILLUSTRATIVE ENUMERATION.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

(F) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

### § 94.003 GENERAL PROHIBITION.

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

You are directed to take the necessary actions required to remediate the gasoline spill and clean-up the benzene levels from the soil and the dwelling at 2262 Electric to acceptable levels as specified by the EPA in accordance with Sec. 94.004 Notice to Abate. Failure to abate the nuisance, or to request a hearing, by April 18, 2022, will result in the undersigned proceeding with S 94.999 Penalty:

# § 94.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.999 of this code of ordinances.

### § 10.999 GENERAL PENALTY.

(A) Unless another penalty is expressly provided by this code for any particular provision or section, every person convicted of a violation of any provision of this code shall be punished by a fine of not more than \$500, or by imprisonment for not more than 93 days, or by both such fine and imprisonment. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.

Thank you for your cooperation in this matter. If you have any questions, contact the undersigned at 734-324-4554, or by email at gmayhew@wyandottemi.gov.

Very truly yours.

Gregory J. Mayhew, P.E.

City Engineer

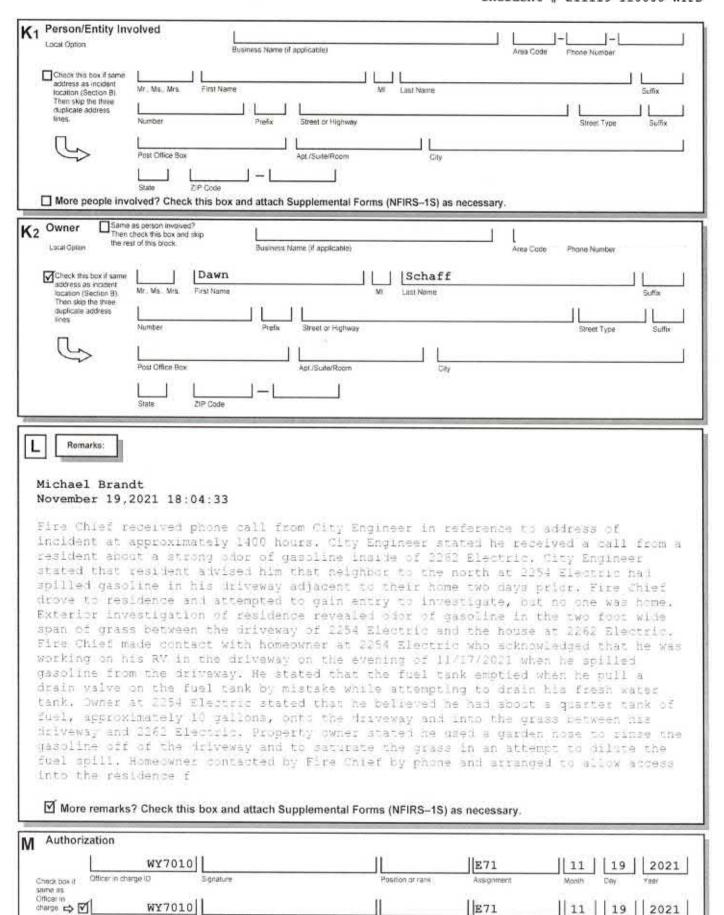
CC: 2254 Electric BS&A File EEN21-0680

Time File: April 18, 2022

Attachments: PEAS – 28177; NFIR Incident Report(2)

Michigan E	GLE PEA	AS Incident F	Report	Date & Time of Call:	2021-11	1-19 18:28	Dispatch:	RB-PEAS	
PEAS Incident Num	ber:	28177		Incident Occurred:	2021-11	-17	Shift:	After Hrs.	
Related Incident No	umber(s):	NRC # 1322379		Incident Observed:	2021-11	-17	District:	Warren (SEMI(	
Description of Incide	nt (incl. clean	up efforts, assistance r	equested, etc.): Gasc	oline Spill to the Ground	at a Residenc	se			
of 2262 Electric Ave. \ are 2.95 ppm in baser for the incident. Incide Wright.	Wyandotte, MI. ment, 0,800 pp ent was initially Wyandote Fire	The ground next to thi m first floor, 0,450 ppm	s location is saturated second floor. Homeon ort number NRC 1322	gasoline had been spille with gasoline and there wher is voluntarily evacu 379 on 11/18/21 and wa the house:	is a gasoline ating home. F	odor in the house. Be EAS caller name in t	enzene reading he form below	is the house is the contact	
PEAS Caller Name :		Dan Wright		PLP+ - Personal Con	tact Name	Not Given			
PEAS Caller Employ		Wyandote Fire Depar	dragat Chief	PLP - Employer Nam		Not Given			
PEAS Caller Street			anyone seller:	PLP - Street Address		Not Given			
PEAS Caller City or				PLP - City or Twp.	State	1101.01101.			
PEAS Caller Phone		734-642-5895		PLP - Phone #:	3,010	Not Given			
PEAS Caller Email A		0.70.7.15.78578		PLP - Email Address:		1071.03.670			
PEAS Caller Type:		Government Agency		PLP - Type:		Select Party Type			
Incident Street Ado	ress:	2262 Electric Ave		Material Released:		Gasoline			
Incident Cross Streets:				Amount Released to	o Air:				
Incident City or Twp.:		Wyandotte City		Amount Released to	o Ground:	X 8-10 Gallons			
Incident County		Wayne		Amount Released t	o Water:				
Incident Lat /Long.:		N	W	Cleanup Contractor					
Water Body Impacted:				Release/Incident Co	ontrolled?:	X			
Referrals	Special	Normal Referral	Lead Div. 1 RRD	Lead Div. 2:		Lead Staff Po	5500000000		
Referral Contact /	Referral: Division / Affiliation	E-Mail Date / Time Sent	E-Mail Date / Time Received	Phone Call or Page		Assigned:  Referral Notes			
Warren DO	District D.L.	2021-11-19 18 56	3/15/10	Partial Control	- 4				
Dispatch Die	Time Start	Date 7 Time End	Heurs Sensitiv	ve Information in Addition	to Above any	Private Caller Persona	I information A	bove (in italics)	
RB 2021-11-19	18:24		0,00						
			-	5300					
			Additio	onal Notes					
Time Stamp: 18:28	* Di D - Botus	ntially Liable/Responsible	Party ** infre	mation in this form, except p	ravate callers has	esanal information Story	el ic montation fo	om DEAS through G	

A [08253] MI 11 19 [ FDID * State * incident that: **	YYYY 2021
B Location Type	City address for this modern is provided on the Wildland Fire Not Location Specification." Use only for wildland fires.    Electric
C Incident Type	E1 Dates and Times    Month   Day   Year   Hour   Min
F   Actions Taken	G1 Resources   G2 Estimated Dollar Losses and Values    Check this box and ship this block if an Apparatus   Personnel
Fire-2	7 Motor oil: from engine or portable container 60 Industrial use upants 8 Paint: from engine or portable container 63 Military user
Structures  131	Clinic, clinic-type infirmary   539
124 Playground or park 655 Crops or orchard 669 Forest (timberland) 807 Outdoor storage area 919 Dump or sanitary landfill	936

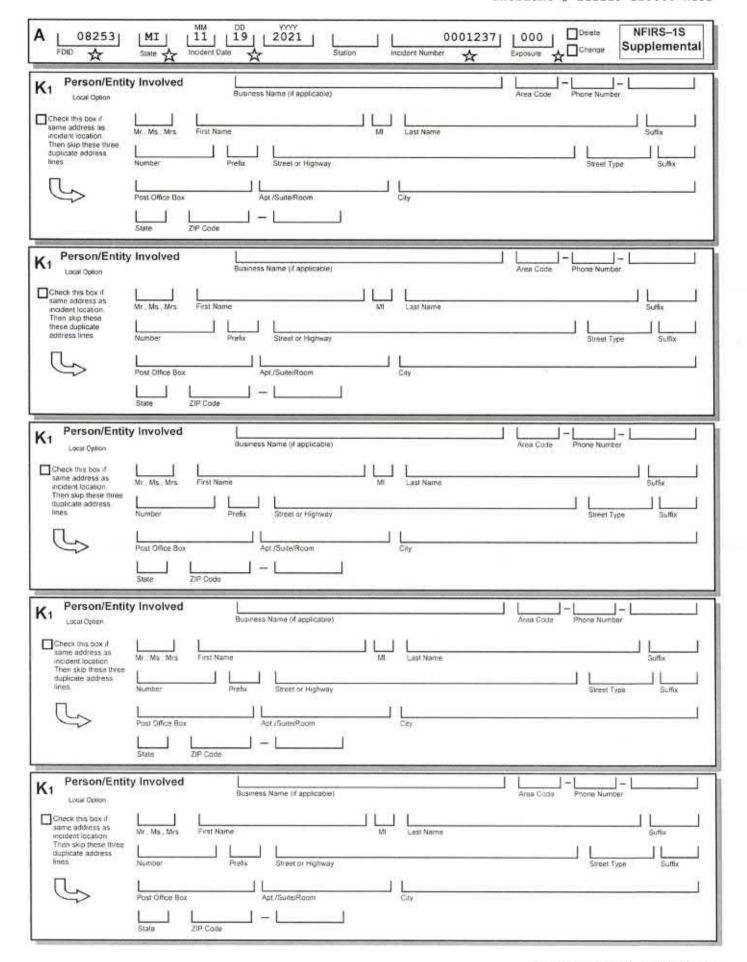


Position or rank

Assignment

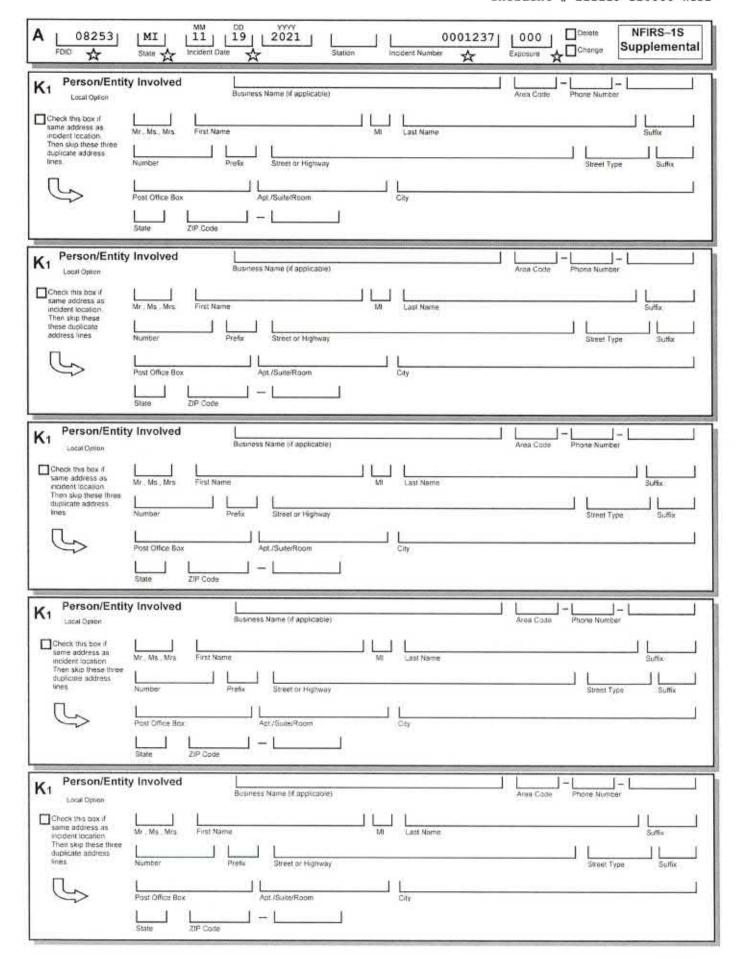
Member making report IO

Signature



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Chief of ac	by Fire Ch ked with 4 ment of re contacted. er of our flammable f was advi ction to m	o this usef and gas me esidence E71 st finding gas de sed of	same action with the second by the sector finding	idress mer. P in 0 re y was until of the p and po	reques for a possible adings. advised arrival previous sitive Chief	zardou t of W ossible gasol Stron to ev of Ha s run readin spoke	s mate FD Fir F Haz- ine sp ig smel vacuate iz-Mat to thi igs for	erials  The Chie  Mat in  Will ne  I of g  the h  team,  s addr  benze	respo f as ciden xt to asoli ome, confe eas, ne we	nse.  a follo t. Upon house. ne pres and the rred wi Basemen re foun	w up to a arrival wer Area was ent in the Haz-Mat tea
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NFIRS-15 Revision 01/01/04



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Personnel 🛧	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
WY7010	Michael Brandt		Ø	81	86	92	
WY7020	MATTHEW FLOOD		Ø	92			
2 <sub>ID</sub> [WYCH71]	Dispatch	[1550     [1554     [1802	Sent 🗹	1	Suppress EMS Other	ion [82	
Personnel 🖈	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
WY7013	Daniel Wright		M	86	82		
3 ID L	Dispatch		Sent		Suppress EMS Other	ion	
Personnel 🛣	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
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NEIRS-10 Revision/01/01/04

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B Apparatus or Resources	Dates and Times Midnight is 0000  Month Day Year Hour/Min	5 ID	En Route L.
1 ID	En Route [11   19   2021   1550   District [11   19   2021   ]	6 ID	En Route L L L L L L L L L L L L L L L L L L L
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3 ID	En Route	8 ID	En Route L.
4 ID L	En Route	9 ID	En Route

#### **OFFICIALS**

Theodore H. Galeski

Lawrence S. Stec

Todd M. Browning CITY TREASURER



GREGORY J. MAYHEW, P.E. CITY ENGINEER COUNCIL Robert Alderman Chris Calvin Kaylyn Crayne

MAYOR Robert A. DeSana

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

March 15, 2022

Mr. William Lavack 2254 Electric Wyandotte, Michigan 48192

RE: Vehicle Storage 2254 Electric Wyandotte, MI

Dear Mr. Lavack:

It has been observed by the undersigned that a recreational vehicle is parked in the side yard of the referenced property. Please be advised of the following City of Wyandotte Code of Ordinances:

## § 72.003 PARKING ON CITY STREETS AND PARKING IN RESIDENTIAL AREAS.

- (D) (1) No more than two of the following type vehicles may be parked and/or stored in permitted areas on residential lots and they shall not be subject to the length, height and width limits set forth in this section:
  - (a) Recreational type vehicles including travel trailers;
  - (c) Motor homes (but not converted buses):
- (2) Such parking and storage of said vehicles is allowed only in a rear yard. The rear yard shall be as defined in § 190.004 Definitions of the Zoning Ordinance as an open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest line of the main building. Any vehicle under this section may only be parked or stored on a hard surface (such as concrete, blacktop or other comparable surfaces, but not gravel). Any other vehicle not described above must be housed in a garage when not in use.

Therefore, you are hereby directed to remove the recreation vehicle from the side yard at 2254 Electric within thirty (30) days of the date of this notice. Failure to do so will result in the issuance of a citation and subject you to the fines and penalties in accordance with Chapter 11 Municipal Civil Infractions of the Wyandotte Code of Ordinances.

If you have any questions, contact the undersigned at 734-324-4554, or by email at gmayhew@wyandottemi.gov. Thank you for your cooperation in this matter.

Very truly yours,

Gregory J. Mayhew, P.E.

City Engineer

CC: 2254 Electric BS&A File: EEN22-0086

Time File: April 18, 2022

## 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 "Guidance for Meetings of Governmental Bodies" and PA228 of 2020, using the Zoom Audio platform, on Monday, March 14, 2022, 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: Theodore Galeski, City Assessor

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

### **PRESENTATIONS**

• DDA Infrastructure Projects: Public Information and Stakeholder Session

### PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

### CALL TO THE PUBLIC

### 2022-58 VIETNAM VETERANS MEMORIAL CEREMONY 2022

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the request from multiple Wyandotte Veteran's organizations to approve the use of city sidewalks and streets for the Vietnam Veterans Memorial Day Ceremony to be held on March 29th, 2022 at 6pm.

BE IT FURTHER RESOLVED that the following streets shall be temporarily closed during the ceremony and:

Both lanes of Veterans Blvd

Van Alstyne from Vinewood to Poplar

North of Chestnut on Van Alstyne

BE IT FURTHER RESOLVED that DPS, WPD, WFD shall coordinate to provide aid to the event/street closures, as necessary, and a hold harmless agreement shall be executed by the organizations, as prepared by the Department of Legal Affairs.

Motion unanimously carried.

### CONSENT AGENDA

### **2022-59 MINUTES**

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED that the minutes of the meetings held under the date of February 28, 2022, be approved as recorded, without objection.

Motion unanimously carried.

### 2022-60 COUNCIL MEETING PROTOCOL UPDATES

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that effective immediately, persons may address the City Council under the following rules:

1. Persons may submit written communications to Mayor and Council via the Office of the City Clerk. All communications must be received no later than 4:30PM on the Wednesday prior to an upcoming

meeting of the City Council. Submitted items from the public shall not exceed 2 pages of written content and 3 pages of supporting documentation. Please note that any submitted documents deemed necessary for formal Council action must be treated as a public record and will be placed on the city's website as part of the agenda packet.

- 2. Any person may address the Mayor and Council during the Call to the Public portion of the meeting.
- 3. Any person may address the Mayor and Council at the conclusion of Council discussion of each agenda item and when public comment is requested by the Mayor.
- 4. Persons shall approach the podium when recognized by the Mayor. To maintain order and civility, those in attendance are asked to address the Mayor and Council from the podium only.
- 5. The total time that a person may address the City Council is three (3) minutes unless the City Council, by majority vote, suspends this rule.
- 6. When the time limit expires, the Mayor shall so notify the speaker and permit him or her to complete their address within thirty (30) seconds.
- 7. If the speaker has not finished at the end of thirty (30) seconds, the Mayor or other presiding official shall strike the gavel and direct the speaker to cease their address immediately.
- 8. Offensive, threatening, or abusive language shall not be used when addressing the City Council. Personal attacks directed toward any officer, employee, or City Council member will not be tolerated. Individuals shall address their comments to the Mayor. Council members will not directly respond to comments or questions that arise during the public portion of the meeting.
- 9. Individuals not complying with directives to remain orderly shall be asked to leave the Council Chambers, or be removed by the proper authorities as directed by the Mayor. Motion unanimously carried.

### 2022-61 SOCIAL DISTRICT MORATORIUMS 2022

By Councilperson Crayne, supported by Councilperson Alderman

WHEREAS, Pursuant to the Public Act 124 of 2020, as amended, the City of Wyandotte has established the Wyandotte Social District and Commons Area; and

WHEREAS, Pursuant to the adopted Wyandotte Social District Local Maintenance and Operations Plan, the City Council reserves the right to implement Amendments, Moratoriums and Extensions of the Wyandotte Social District; and

WHEREAS, partial moratoriums do not impact the Social District activities of other Social District permit holders from selling and distributing Social District beverages during the dates and times of the proposed special event, provided no outside alcohol is permitted within the special event's licensed footprint; and

WHEREAS, comprehensive moratoriums prohibit the sale and distribution of all Social District beverages by all Social District Permit Holders during the dates and times of the proposed special event; and

WHEREAS, sidewalks, pedestrian travel lanes, and the entrances into commercial businesses must remain open to the general public and unobstructed during all events,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the following actions affecting the Social District;

- Revocation of the Partial Moratorium approved by City Council on April 26th, 2021 through Resolution 2021-127 for the WOW 360 Cinco de Mayo Block Party: Saturday, May 7th, 2022: 11:00 AM to 8:00 PM, which is now relocated from Maple Street to Parking Lot #1.
- Partial Moratorium for the WOW 360 Swiggin' Pig Event for the event's Licensed Footprint, including the roadways of 1st Street between Elm Street and Maple Street and the roadways of Maple Street between Biddle Avenue and 2nd Street beginning 5:00 PM, Thursday, June 9th, 2022 and ending at 6:00 PM, Sunday, June 12th, 2022 upon the conclusion of the event.
- Partial Moratorium for the WOW 360 Fire & Flannel Festival Event for the event's Licensed Footprint including the roadways of 1st Street between Elm Street and Maple Street and the roadways of Maple Street between Biddle Avenue and 2nd Street beginning 5:00 PM, Thursday,

September 22nd, 2022 and ending 6:00 PM, Sunday, September 26th, 2022 upon the conclusion of the event.

- Partial Moratorium: Belicoso Event Licensed Footprint including the roadways of 1st Street between Elm Street and Maple Street beginning 4:00 PM and ending 11:00 PM, Friday, September 16th, 2022.
- Comprehensive Moratorium for the entire Social District: Wyandotte Wine Crawl: Friday, August 19th, 2022 from 5:00 PM to 11:00 PM.
- Comprehensive Moratorium for the entire Social District: Rockin' NYE: Saturday, December 31st, 2022 from 5:00 PM to 11:00 PM.

AND BE IT FURTHER RESOLVED, that the Mayor and City Council hereby authorize the DDA Director to communicate the official Social District Moratoriums to the Michigan Liquor Control Commission and to all licensed establishments and Social District Permit holders within the Social District.

Motion unanimously carried.

### 2022-62 QUARTERLY INVESTMENT REPORTS – 3Q & 4Q, 2021

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY CITY COUNCIL that Council hereby receives and places on file the 2021 3rd and 4th Quarter Quarterly Investment Reports as submitted on March 14, 2022 by the Deputy Treasurer/Assistant Finance Director.

Motion unanimously carried.

### 2022-63 WMS AUDITED FINANCIAL STATEMENTS FY2021

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council to receive and place on file the audited Financial Statements for the Department of Municipal Services for the fiscal year ending September 30, 2021. Motion unanimously carried.

### 2022-64 THE MARKETS OF DOWNTOWN WYANDOTTE 2022

By Councilperson Crayne, supported by Councilperson Alderman

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the property use and parking spots for the City of Wyandotte Markets of Downtown Wyandotte use of the market site/sidewalks and that the parking directly adjacent to the site is posted as use for the market vendor parking from the below dates and times. All vendors will fill out applications, sign hold harmless agreements and be required to add the City as an additional insurance to their policy if they carry one, as well as follow all rules and regulations set forth.

The Markets of Downtown Wyandotte

Dates: May 5th through October 27th 2022

Times: 2 to 7 pm

Set up to start at 10 am until 12 pm

Tear down to start at 7 pm until 9 pm

Locations to be used:

- Sycamore and Biddle Avenue Area near City Hall
- Sycamore Street from Biddle to the parking lot near Coastal Thai
- Use of the sidewalk and other city property around City Hall and Sycamore Street
- Use of the south section of the Yack Arena Parking Lot for vendor parking
- No parking signs to be placed in necessary areas prior to each event
- Barricades to be placed on site to use at each event to block Biddle Avenue & Sycamore at the alley
- Additional drum trash cans to be placed along Sycamore Street during the market season
- Rubbish to be picked up by DPS if needed anytime from Friday-Sunday during the market season Motion unanimously carried.

### 2022-65 SPECIAL EVENTS APPLICATION: TASTE OF DOWNRIVER

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the Taste of Downriver event to be held on August 9th 2022.

- a. Permission to utilize city sidewalks and property
- b. Permission to utilize sidewalk space/property along Biddle Avenue
- c. Permission to use of parking #10 for the use of dumpsters

If there are any overtime costs for any city staff for said event, the SWCRC will be responsible for those fees. Any tents must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the SWCRC. This event has been reviewed and approved by the Police Chief, Recreation Superintendent, and the Department of Public Service provided the SWCRC add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement.

Motion unanimously carried.

#### 2022-66 SPECIAL EVENTS APPLICATION: TRENTON SUMMER 1/2 MARATHON

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks and property for the event held by Richard Swor to start the Trenton Summer Half Marathon on June 25th 2022 in Wyandotte along Biddle Avenue at 7 am. This run will start in Wyandotte and go through other downriver communities to the end point of the City of Gibraltar. This event must be approved by all other communities the run flows through, so it is subject to change or cancellation. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this request/event and approved.

Trenton Summer Half Marathon - June 25th 2022 7 am to 8 am.

The exact location of the run starts to potentially change - this will be subject to approval by the Special Events Coordinator and other city department heads.

- Permission to use Biddle Avenue from Bishop Park/Parking Lot #1 going south to Pennsylvania Road. The run will use one lane of the road and therefore will not fully block traffic.
- Permission to use Van Alstyne Road from Oak to Maple Street to get onto Biddle Avenue.
- Hold harmless agreement and insurance adding the city of Wyandotte as additional insured will be on file prior to events start.
- Wyandotte Police will be on site to assist in the use of city streets.

Motion unanimously carried.

### 2022-67 SPECIAL EVENTS APPLICATION: BELICOSO EVENTS

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the use of city sidewalks and property for Belicoso Café for their special events that are scheduled to take place on August 19th and September 16th 2022. These events have been reviewed and approved by the Police Chief, Fire Chief, Department of Public Service and Recreation Superintendent provided a live safety inspection will take place prior to the events beginning to review events and tents set up by the Fire Chief as well as, Belicoso follows the rules set forth by City Council in 2013, see below details. We require businesses to add the City of Wyandotte as additional insured to their insurance policy and have a signed hold harmless that is created by the Department of Legal Affairs on file. Belicoso will make signage for the fencing areas that states the event is separate from the WOW 360 Event Productions event as well as note it on their tickets and posters. Belicoso Café is required to pay for any fees associated with the use of city equipment/material and manpower for all events.

• Any event (other than the Wyandotte Street Art Fair) that takes place on a Friday on First Street will be set up no earlier than 3 pm and torn down on Friday night.

- Any event (other than the Wyandotte Street Art Fair) that takes place on a Saturday on First Street will be set up and torn down that Saturday.
- Any event (other than the Wyandotte Street Art Fair) that takes place on a Sunday on First Street will be set up and torn down that Sunday.

Belicoso is requesting the use of:

• The back of 3030 Biddle Avenue, including First Street from Elm to Maple Street, blocking the sidewalk.

Motion unanimously carried.

### 2022-68 REZONING APPLICATION – 240 ANTOINE

By Councilperson Crayne, supported by Councilperson Alderman RESOLVED BY THE MAYOR AND COUNCIL that the application for rezoning of the property known as 240 Antoine, Wyandotte is hereby referred to the Planning Commission. Motion unanimously carried.

### **NEW BUSINESS**

#### 2022-69 APPOINTMENT OF FIRE CHIEF – T. LYON

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Mayor DeSana and John Harris, Vice President of Police and Fire Commission, regarding the appointment of Thomas Lyon to Fire Chief, are received and placed on file and

BE IT FURTHER RESOLVED that Council concurs in the recommendations as set forth in these communications to name Thomas Lyon as Fire Chief in the City of Wyandotte with a starting salary at the Fire Chief Class Code F (\$92,601.60 annually) effective April 1, 2022, and

BE IT FURTHER RESOLVED, that the Mayor and City Council thanks Daniel Wright for his many years of dedicated service to the City of Wyandotte.

Motion unanimously carried.

### 2022-70 WPD HIRING OF 3 PROBATIONARY POLICE OFFICERS

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Human Resource Specialist regarding the Probationary Police Officer positions within the Police Department; and

CONCURS with the recommendation therein and hereby declares said positions vacant and authorizes the filling of such vacancies; and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Austin Sloan, Kevin Koberg, and Adam Groat as Probationary Police Officers in the Police Department contingent on the successful completion of physical, drug screen and psychological examinations. An additional contingency will be required of applicant Koberg and applicant Groat requiring successful completion of the Police Academy.

Motion unanimously carried.

### 2022-71 BID AWARD #4805: CPE FOR FTTH PROJECT, WIFI 6 POINT ACCESS

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that City Council concurs with the Municipal Services Commission in the following Resolution:

Authorization for the General Manager to award and execute a contract agreement with Evolution, the lowest qualified bidder for WiFi 6 Access Point CPE, in an amount not to exceed \$614,685.12, as recommended by WMS Management.

Motion unanimously carried.

### 2022-72 WMS PURCHASE OF INDUSTRIAL UPS & BATTERY STATION

By Councilperson Crayne, supported by Councilperson Alderman

BE IT RESOLVED that City Council concurs with the Municipal Services Commission in the following Resolution:

A resolution authorizing the purchase of an Industrial 125VDC, 15KVA UPS and Battery Station by the Power Plant for the quoted amount (Bid #4824 received no bids) of \$67,195, as recommended by WMS Management.

Motion unanimously carried.

### 2022-73 FIRST & FINAL READING #1523: SECTION 181,999 – RENTALS

By Councilperson Crayne, supported by Councilperson Alderman

First & Final Reading #1523

## AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE CODE OF ORDINANCES BY AMENDING §181.999 "PENALTY"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of §181.999 "Penalty"

§181.999 Penalty.

- (A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to §10.999 of this code of ordinances.
- (B) (1) Any person who shall fail to obtain a certificate of compliance as required by \$181.020 of this chapter, or who shall fail to correct any violations within the time required by Chapter 181 "Rental Dwellings and Units", or who shall violate any of the terms of this chapter shall be responsible for a municipal civil infraction punishable by a fine of not more than \$500 for each violation.
- (2) The penalties imposed by this Chapter 181 shall not limit any other statutory or common law right or action that any person or entity may have.
- (C) (1) Each day upon which a violation of the provision of §181.020 of this chapter shall occur shall be deemed a separate offense and violation.
- (2) If any person commits a second offense, or subsequent violation of the same ordinance listed in Chapter 181, such a violation constitutes a misdemeanor punishable by a fine not exceeding \$500 and/or imprisonment not exceeding 90 days; provided the authorized city official issues an appearance ticket, and not a municipal civil infraction citation or notice, and marks it as a misdemeanor. 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.

Motion unanimously carried.

### 2022-74 BID REJECTION #4822: EUREKA RD. VIADUCT LANDSCAPING & MAINT.

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY CITY COUNCIL, that in the best interests of the City and the DDA, the City Council rejects the bid received for file #4822 - Eureka Road Viaduct Landscaping and Maintenance and authorizes the DDA Director to pursue alternative measures for landscape and maintenance services. Motion unanimously carried.

### 2022-75 CHARGE UP MICHIGAN! EV CHARGING STATIONS GRANT

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED BY CITY COUNCIL, that the \$180,306.72 grant from the Michigan Department of Environment, Great Lakes and Energy (EGLE) Charge Up! Michigan program for two Direct-Current Fast-Charging (DCDC) Electrical Vehicle (EV) Charging Stations is hereby accepted, and BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor to sign and execute the grant agreement and authorizes the DDA Director and the General Manager of WMS to continue planning the DCFC EV Charging Station project.

Motion unanimously carried.

### 2022-76 BILLS & ACCOUNTS

By Councilperson Crayne, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$2,070,883.84 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

### **REPORTS & MINUTES**

Downtown Development Authority 1/11/22 & 2/8/22

Fire Commission 2/22/22
Police Commission 2/22/22
WMS Commission 2/23/22

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

### **ADJOURNMENT**

### 2022-77 ADJOURNMENT

By Councilperson Crayne, supported by Councilperson Alderman RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:53 p.m. Motion unanimously carried.

Lawrence S. Stec, City Clerk

## **RESOLUTION**

Item Number: #2

		Date: March 28, 202
RESOLUTION by Councilper	son	
RESOLVED that the minutes without objection.	of the meetings held under t	he dates of March 14, 2022, be approved as recorded
I move the adoption of the for	regoing resolution.	
MOTION by Councilperson		
SUPPORTED by Councilpers	on	
YEAS	COUNCIL	NAYS
	Alderman Calvin	

Crayne Hanna

Shuryan

Stec



## Knights of Columbus

WYANDOTTE COUNCIL, No. 1802 3530 Biddle Avenue Wyandotte, Michigan 48192

March 15, 2022

Mayor Rob DeSana and Council City of Wyandotte 3131 Biddle Avenue Wyandotte, Michigan 48192

Dear Mayor DeSana and Council Persons,

It has been the tradition of the Wyandotte Knights of Columbus Council 1802 and the entire Knights of Columbus Councils in the state of Michigan to participate in the annual "Mentally Impaired Drive", also know as the "Tootsie Roll Drive". All proceeds from this event are used to assist the mentally impaired and related organizations in our area.

The Wyandotte Knights of Columbus implores your approval to solicit donations for this drive in the traditional manner, on the streets of Wyandotte. The event dates are April 8<sup>th</sup> thru April 10<sup>th</sup>, 2022. Solicitation will be primarily of those motorists stopped at traffic signals at Eureka and Fort, Eureka turnaround and Fort and Northline intersections. All persons soliciting will be clearly identified and will be members of the Knights of Columbus.

I have read the State regulations for solicitation on roadways and will request that all participants adhere to the rules. The regulations are also posted along with our volunteer signup form.

The brothers of the Wyandotte Knights of Columbus 1802 look forward to this very successful event and greatly appreciate your support.

Thank you for your consideration.

Sincerely,

Joe Knapp Drive Chairman

Knights of Columbus Council 1802

### **RESOLUTION**

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

Item Number: #3
Date: March 28, 2022

in the annual "Mentally Impaired WHEREAS, the fundraising even at the intersections of Eureka and vests that clearly identify the KnibE IT RESOLVED that Council the "Tootsie Roll Drive", provide	Drive", also known as the "That will consist of soliciting dord Fort, Fort and Northline, and Ights of Columbus.  permits the Knights of Columbed the organization complies with the Insurance Certificate in Insurance Certi	02 is requesting permission to solic ootsie Roll Drive", on April 8-10, 2 nations from motorists stopped at trathe Eureka turnarounds by persons abus Council #1802 to solicit donation with all regulations set forth in PA 1 the amount of \$500,000, and signs Affairs	ons as part of 12 of 2017,
MOTION by Councilperson			
SUPPORTED by Councilpersor	(		
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>	
	Alderman Calvin Crayne Hanna Shuryan		
	Stec		



Date of Issuance:

### CITY OF WYANDOTTE

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

CHARITABLE CONTRIBUTIO	N CAMPAIGN APPLICATION					
Name of Organization: Knights of Columbus	1802 Date: 3/15/2022					
Organization Physical Address: 3530 Biololle Ave	City State Zip					
Organization Mailing Address: 3530 Biddle Ave	Wymolotte Wi. 48192					
(If different from Business Address) No. & Street	City State Zip					
Organization Phone #: 734 - 285 - 1530						
Organization Contact Name: Robert Hall	Phone #:					
Brief Description of Organization:						
Charitable Organization? If so, who YES NO	at organization will receive the proceeds of your campaign?					
Requested Date(s):  Requested Location(s):	2, 9, 10 2022					
TRAFFIC SIGNAL FOREKA	-+ Fast, Euseks turnsmound, Fort - Northline					
Are you a non-profit organization recognized						
by the Internal Revenue Code?						
Are all individual solicitors at least 18 years old?	YES NO NO					
Will all individual solicitors be equipped with high-visibility safety apparel?  YES  NO						
Are any of your desired locations in a current work zone?  YES  NO						
Do all of your desired locations have traffic control devices?	YES NO NO					
Are you able to sign a hold harmless agreement on behalf of you organization if your request is approved by the Wyandotte City	VESIVI NO I					
I, Robert J. Hall , hereby attest that Solicitation of Contributions on Roadways Policy and that I, and by the City of Wyandotte, in accordance with the State of Michi information above is true to the best of my knowledge.						
Signature of Applicant: 1249 Hall	Date: 3/15/2022					
Donot write b	elow this line FFICE USE ONLY					
501(c)(3) 501(c)(4) Veteran Group	FFICE USE UNLT					
Cert. of Liability Insurance (\$500,000) Received: Y N	APPROVED DENIED					
Hold Harmless Agreement Received: Y N						
4 119 SECTION 10 CONSTRUE \$250 SECTION SECTION SECTION 10 SECTION	Reason for denial:					
Date Approved by Council:  Council Resolution #:						
Council Resolution #.	Date(s) Approved:					



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2022

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

1890 Waterfower Place #500 East Lansing MI 48823    ADDRESS   Research   Rese	this certificate does not confer rights PRODUCER Arthur J. Gallagher Risk Manageme	A		NAME: Roxanne	Gazella	- Plant	
NAURENCE SIZERING GOVERAGE MAIC  INSURERS: NORTHITE SIZERING GOVERAGE MAIC  INSURERS: SCOTES dale Insurance Company 4129  MICHIGAN State Knights of Columbus  6025 Wall Street  Sterling Heights MI 48312-1075  COVERAGES  CERTIFICATE NUMBER: 40011481  INSURER 0: INSURER 0: INSURER 0: INSURER 0: INSURER 0: INSURER 1: INSURER 1: INSURER 1: INSURER 2: INSURER 1: INSURER 1: INSURER 1: INSURER 2: INSURER 1: INSURER 1: INSURER 2: INSURER 3: INSURER 3: INSURER 5: INSURER 5: INSURER 5: INSURER 5: INSURER 6: INSURER 7: INSURER 6: INSURER 7: INSURER 6: INSURER 7: INSU	1690 Watertower Place #500	IL OUI VICES	, 1110.	PHONE (A/C, No. Ext): 517-66	4-2736	(AC, No):	517-319-1275
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## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM #4

ITEM: Special Event Request - St. Stephens Church

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

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

**BACKGROUND:** The St. Stephen's Episcopal Church is asking permission to use the city parking lot at the corner of First Street and Chestnut Street for an Easter-themed trunk or treat. Please see the below for details:

Date: Sunday, April 10th 2022 Times: 11:30 am to 1:30 pm

Location: North East portion of the city owned parking lot at First and Chestnut Street Event Details: This event is open to the public but will be hosted by the Parishioners of St. Stephen's Church. The parishioners are invited to decorate the trunks of their vehicles in an Easter theme, or to have a lawn chair/table set up in a parking spot where the kids are invited to get candy. 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. The only other food/drink that will be offered are bags of chips and small water bottles. There will be an art/take home craft table set up, if the weather permits. The church will do the event, rain or shine, unless storms are predicted.

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement by a St. Stephen's Episcopal Church representative.

**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 Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of property for their event held April 10th 2022.

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

<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 and Special Events Coordinator.

### LIST OF ATTACHMENTS:

- 1. candy hop application\_stst
- 2. map for application

## **RESOLUTION**

Item Number: #4
Date: March 28, 2022

RESOLUTION by Councilperso	on		
BE IT RESOLVED by the City Coordinator to approve the use of			
Who: St. Stephen's Episcopal Cl Date: Sunday, April 10th 2022 Times: 11:30 am to 1:30 pm Location: North East portion of Event Details: This event is ope The parishioners are invited to de chair/table set up in a parking sp and driveways to the parking are The only other food/drink that wart/take home craft table set up, storms are predicted.  This event has been reviewed ar DPS Superintendent pending the representative.	the city owned parking lot and to the public but will be however the trunks of their vertex will be roped off to allow will be offered are bags of chaif the weather permits. The condition of the condition of the provided approved by the Police Chair the city of the provided approved by the Police Chair to the provided approved by the Police Chair to the provided approved by the Police Chair to the public part of the city of the provided approved by the Police Chair to the public parking lot and the public public parking lot and the public public parking lot and the public parking lot and the public public parking lot and the public parking lot and the public parking lot and the public public parking lot and the pu	sted by the Parishioners of chicles in an Easter theme I to get candy. During the the children to walk freely ips and small water bottles church will do the event, re-	of St. Stephen's Church. , or to have a lawn event, the approaches y within the parking lot. s. There will be an ain or shine, unless on Superintendent and
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperso	n		-
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	Alderman Calvin Crayne		
	Hanna		

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## **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: 04/10/22 Times: 11:30 a.m. to 1:30 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

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 below steps are taken:

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: 3/8/22 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: 3/28/2022 AGENDA ITEM # 5

ITEM: Special Event Request - American Legion Post 217

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

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

<u>BACKGROUND:</u> Please find the Special Event request from the American Legion Edward C. Headman Post 217 here in Wyandotte to use a portion of Bishop Park for their Easter Egg Hunt for the children of their post members to be held on Saturday, April 2nd 2022.

American Legion Edward C. Headman Post 217

Bishop Park area near the post - 180 foot by 90 foot

Easter Egg Hunt for their members children from 10 am to 12 pm

The area will be roped off with caution tape using existing sign posts and trees. No stakes will be used.

The Chief of Police, Recreation Superintendent, Department of Public Service and Fire Chief have reviewed this application/event and approved with the recommendation the organization sign a hold harmless agreement as well as add the City of Wyandotte as additional insured - see attached.

**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 Chief of Police, Fire Chief, Department of Public Service and Recreation Superintendent and support the use of City property and park for their event on April 2nd 2022.

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

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Events Coordinator. It is requested the City Council concur with the support of the Chief of Police, Fire Chief, Department of Public Service and Recreation Superintendent and support the use of City property and park on April 2nd 2022.

### LIST OF ATTACHMENTS:

1. American Legion Post 217 Easter Egg Hunt 2022

### **RESOLUTION**

Item Number: #5
Date: March 28, 2022

RESOLUTION by Councilperso	n		
Coordinator, Fire Chief, Police C	Chief, Department of Public So on April 2nd 2022 with the re	with the recommendation of the Specervice and Recreation Superintendent ecommendation the organization signs additional insured.	to approve
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilpersor	1		
<b>YEAS</b>	COUNCIL	<u>NAYS</u>	
	Alderman Calvin Crayne Hanna Shuryan Stec		



EDWARD C. HEADMAN AMERICAN LEGION POST 217 2817 Van Alstyne Blvd. Wyandotte, MI 48192 Telephone (734) 282-2698

Mark Holthus, Commander

3-22-2022

To: Heather Thiede-Champlin

From: A.L. Post 217

Subject: Special Event

Dear Heather,

American Legion Edward C. Headman Post 217 would like to use a portion of Bishop Park on Saturday, April 2, 2022. We will be holding an Easter Egg Hunt for the children of our post members. This event will be from 10:00am to 12:00 noon. The attached map shows the area of the park we would like to use. This area will be taped off with caution tape, which will be wrapped around existing sign posts and trees. No in ground stakes will be used. The tape will be removed immediately after the event. We ask that you present this request to City Council and Mayor for approval.

Thank you in advance for your assistance in this matter.

Robert S. Salamon

Post Adjutant

1801 Bishop



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2022

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

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If	IPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to the	terms and conditions of the	ie policy, certain po	olicies may i	IAL INSURED provisions require an endorsement.	or be endorsed. A statement on
_	DUCER			CONTACT NAME:			
The	Dearborn Agency Inc.			PHONE (A/C, No, Ext): 313-562	2-8373	FAX (A/C, No): 3	313-562-5371
	691 Michigan Avenue arborn MI 48124			E-MAIL ADDRESS: info@dea	rbornagency		
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В	DÉSCRIPTION OF OPERATIONS below  Employment Practices		EMN 0503713	8/1/2021	8/1/2022	Included In D&O	3 000,000
B	D&O Crime		EMN 0503713 105665924	8/1/2021 8/1/2020	8/1/2024 8/1/2023	1,000,000	
The oth War Ea Bis Ap	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL e City of Wyandotte, Wayne County, it of her insurance or similar protection (e.g., r siver of Subrogation also applies in regar ster Egg Hunt shop Park ril 2nd ,2022	ficers a	nd employees are additional agement association) which	insured. The cover is or may not be ava	rage is primai ilable to or ca	ry and noncontributing or p	oro rata with any
CE	RTIFICATE HOLDER			CANCELLATION			
	City of Wyandotte 3200 Biddle Ave			THE EXPIRATIO ACCORDANCE W	N DATE TH	DESCRIBED POLICIES BE C. EREOF, NOTICE WILL E CY PROVISIONS.	
	Wyandotte MI 48192			Kimburly & He			

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): CITY OF WYANDOTTE, IT'S OFFICERS AND EMPLOYEES 3200 BIDDLE AVE WYANDOTTE, MI 48192-5937

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

- that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Dedarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE

Name of Person or Organization:

CITY OF WYANDOTTE, IT'S OFFICERS AND EMPLOYEES 3200 BIDDLE AVE WYANDOTTE, MI 48192-5937

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # <u>6</u>

ITEM: Social District Permit Applications

PRESENTER: Joe Gruber, DDA Director

### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** Modern Craft Winery is submitting an application for a Social District Permit that would allow for their participation in the Wyandotte Social District in accordance with our Local Maintenance and Operations Plan. Upon the City's approval, the Permit Application will be sent to the Michigan Liquor Contol Commission (MLCC) for final approval.

**STRATEGIC PLAN/GOALS:** As stated in the City's Mission Statement, "To comply with and enforce all the requirements of our laws and regulations."

<u>ACTION REQUESTED:</u> The DDA Director is requesting Mayor and City Council to approve the Social District Permit Application for Modern Craft Winery.

### BUDGET IMPLICATIONS & ACCOUNT NUMBER:

<u>IMPLEMENTATION PLAN:</u> The DDA Director to work alongside the City Clerk in processing the Social District Permit Application.

### LIST OF ATTACHMENTS:

Modern Craft Wine Social District Permit Application 3.28.2022

### **RESOLUTION**

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

Item Number: #6
Date: March 28, 2022

WHEREAS, Pursuant to the Publ established the Wyandotte Social	· · · · · · · · · · · · · · · · · · ·	•	
WHEREAS, the following estable submitted an application for a Society		in said Social District and Commons Area ha	ıve
Modern Craft Winery, Inc 109	Maple Street		
	icensee's submitting their Soc	ew and approve the Social District cial District Permit Applications to the State o	$\mathbf{f}$
Permit Application as presented a	and BE IT FURTHER RESOI	City Council hereby approve the Social Distr LVED that the Mayor and City Council hereb Unit Approval Forms for the Social District	
I move the adoption of the forego	ing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson			
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>	
	Alderman Calvin Crayne		
	Hanna Shuryan Stec		



### Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll-Free: 866-813-0011 - www.michigan.gov/Icc

	(For MLCC Use Only)
Request ID:	
Business ID:	

### Social District Permit Application

Licensee name: MMoco Co	aftions or Limited Liability Companies, please	C	a vividees of meorporation, organization
Address: 109 Male 5	of the state of th		
City: Wyordotte	State:	Zip Code: 48	192
contagt Name: Bolkok		Email Om	denocraftwings
Part 2 - Required Documents & Fees			
Local Governmental Unit Approv  Approval from the local governmenta (See page 2 for approval form)	ral I unit (city council, township board, village	council) is required to be submitt	ed with this application
\$70.00 Inspection Fee (MLCCFee Code	14036) TOTAL	. DUE:	Leave Blank - MLCC Use Only
\$250.00 Social District Permit Fee	(MLCCFee Code 4081) Make checks payable	to State of Michigan	
		esse ogener pockstat akkinded boden e enstallers kike	ng, zoning, sanitation, and healtl
Part 3 - Signature of Licensee			이 하는 사람들이 되었다면서 하다가 되었다면서 하는 사람들이 되었다.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Signature of Licensee

Please return this completed form and fees to: Michigan Liquor Control Commission Mailing address: P.O. Box 30005, Lansing, MI 48909 Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906 Fax with Credit Card Authorization to: 517-284-8557

### HOLD HARMLESS AGREEMENT FOR SOCIAL DISTRICT PERMIT

In consideration of the City of Wyandotte granting authority to the licensee to allow the licensee's patrons and customers to remove alcohol from the licensee's premises (licensed establishment) for consumption within the specific public property, public right-of-way and the clearly defined boundaries within the Wyandotte Social District;

The undersigned Licensee hereby remise, release and forever discharge the City of Wyandotte, Downtown Development Authority, City Officials, City Directors, its officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly from the utilization of said public property and from the city approval of the Licensee's social district permit application. Permission to use said public property must be received from the City of Wyandotte and the State of Michigan in advance of any use and nothing in this agreement constitutes such approval.

This is intended to be a continuous Hold Harmless thi	roughout the 2022 calendar year,
Agreed to this 16th day of Mane Q	_, 2022.
001.00	Title:
Organization or company: Motor Co	At Winery INC.
Licensee Name: Motor Croft Win	ory Inc.
Address: 109 maple St	0
	Phone;
Signature: () R COX	

This is intended to be a second of the secon

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM #\_7\_

ITEM: DDA and TIFA Annual Reports 2021

PRESENTER: Joe Gruber, DDA Director

## INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** Public Act 57 of 2018, the "Recodified TIFA" Act includes provisions for annual reporting of a local municipalities Tax Increment Finance Authorities (TIFAs) and the Downtown Development Authorities (DDAs).

As required by the Act, the reports must be submitted to the Department of Treasury, the governing body of the municipality, and the governing body of a taxing unit whose taxes are captured by the authorities. Typically, these reports are due within 90 days after the end of the fiscal year, but an additional 90 day extension was allotted by the State due to COVID-19.

Here within is the Act 57 Annual Reports for the City of Wyandotte's TIFA and DDA for the Fiscal Year 2020-2021 (reflecting 2020 taxes).

**STRATEGIC PLAN/GOALS:** As stated in the City's Mission Statement, "To comply with and enforce all the requirements of our laws and regulations."

<u>ACTION REQUESTED:</u> The DDA Director is requesting approval from Mayor and City Council to submit the reports to the Department of Treasury and the governing body of the taxing units whose taxes are captured by the authorities.

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

<u>IMPLEMENTATION PLAN:</u> DDA Director to work alongside the Finance Department and Clerk's Office to complete and distribute the reports in accordance with State Law.

## LIST OF ATTACHMENTS:

- 1. Wyandotte DDA Report FY20-21 (2020 Taxes)
- 2. Wyandotte TIFA Report FY20-21 (2020 Taxes)

Item Number: #7
Date: March 28, 2022

RESOLUTION by Councilperso	n		
BE IT RESOLVED that the City DDA and TIFA in accordance w hereby authorizes the DDA Directaxing jurisdictions in accordance	ith Act 57 of 2018 AND BE letor and City Clerk to send the	T FURTHER RESOLV e reports to the State Tr	ED, that the City Council
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilpersor	L		-
<b>YEAS</b>	COUNCIL	<u>NAYS</u>	
	Alderman		_
	Calvin		
	Crayne		_
	Hanna		
	Shuryan		
	Stec	<del></del>	-

## Annual Report on Status of Tax Increment Financing Plan

reas-StateSharePropTaxes@michigan.gov	Municipality Name	TIF Plan Name		Fiscal Years ending in
ssued pursuant to 2018 PA 57, MCL 125.4911 iling is required within 180 days of end of uthority's fiscal year ending in 2021.	Downtown Development Authority			2021
A.V	Year AUTHORITY (not TIF plan) was created:	1988		
	Year TIF plan was created or last amended to	2003		
	extend its duration:	2034		
	Current TIF plan scheduled expiration date:	NO NO		
	Did TIF plan expire in FY21?  Year of first tax increment revenue capture:	1988		
	Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?	NO		
	If yes, authorization for capturing school tax:			
	Year school tax capture is scheduled to expire:			
venue:	Tax Increment Revenue		\$	552,073
	Property taxes - from DDA levy		S	
	Interest		\$	2,379
	State reimbursement for PPT loss (Forms 5176 and	4650)	\$	26,184
	Other income (grants, fees, donations, etc.)		\$	68,179
x Increment Revenues Received		Total	\$	648,815
Market and the Control of the project of the projec	From counties		S	181,836
	From municipalities (city, twp, village)		S	215,896
	From libraries (if levied separately)		S	70/85777
	From community colleges		\$	88,776
	From regional authorities (type name in next cell)	Jails	5	25,698
	From regional authorities (type name in next cell)	HCMA	5	5,764
	From regional authorities (type name in next cell)	WCTA & WC Parks	S	34,104
	From local school districts-operating		\$	-
	From local school districts-debt		\$	-
	From intermediate school districts		S	-
	From State Education Tax (SET)		\$	=
	From state share of IFT and other specific taxes	s (school taxes) Total	\$	552,073
penditures	Administrative		s	180,299
penditures	Maintenance and Capital Improvements		5	122,981
	Wall to larice and Capital Improvements			
	Marketing and Rusiness Support			
	Marketing and Business Support Miscellaneous Operating Expenses		5 5	398,642 12,722
	Marketing and Business Support Miscellaneous Operating Expenses			
	Secretary and a secretary and		\$	
	Secretary and a secretary and		s s	
	Secretary and a secretary and		\$ \$ \$	
	Secretary and a secretary and		\$ \$ \$ \$ \$	
	Secretary and a secretary and		\$ \$ \$ \$ \$ \$	
	Secretary and a secretary and		\$ \$ \$ \$ \$ \$ \$	
	Secretary and a secretary and		\$ \$ \$ \$ \$ \$ \$ \$ \$	
	Miscellaneous Operating Expenses		\$ S S S S S S S S S S S S S S S S S S S	
	Secretary and a secretary and	Total	\$ \$ \$ \$ \$ \$ \$ \$ \$	12,722
ansfers to other municipal fund (list fund name)	Miscellaneous Operating Expenses	Total	\$ S S S S S S S S S S S S S S S S S S S	12,722
ansfers to other municipal fund (list fund name)	Miscellaneous Operating Expenses  Transfers to General Fund	Total	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,722
ansfers to other municipal fund (list fund name) utstanding non-bonded Indebtedness	Miscellaneous Operating Expenses  Transfers to General Fund  Principal	Total	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
ansfers to other municipal fund (list fund name) utstanding non-bonded Indebtedness	Miscellaneous Operating Expenses  Transfers to General Fund  Principal Interest	Total	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	12,722
ansfers to other municipal fund (list fund name) ansfers to other municipal fund (list fund name) utstanding non-bonded Indebtedness utstanding bonded Indebtedness	Miscellaneous Operating Expenses  Transfers to General Fund  Principal Interest Principal	Total	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	12,722

CAPTURED VALUES							Overall Tax rates c	aptured by TIF plan
PROPERTY CATEGORY		Current Taxable Value		Initial (base year) Assessed Value		Captured Value	+	TIF Revenue
Ad valorem PRE Real	\$	40,986,358	S	15,511,933	\$	25,474,425	35.0223000	\$892,172.95
Ad valorem non-PRE Real	\$	19	\$	12	\$	72	0.0000000	\$0.00
Ad valorem industrial personal	\$	83	\$	191	\$	19	0.0000000	\$0.00
Ad valorem commercial personal	s	757,700	S	1,568,260	\$	(810,560)	35.0223000	(\$28,387.68)
Ad valorem utility personal	s	6,196,700	S	4,743,520	\$	1,453,180	35.0223000	\$50,893.71
Ad valorem other personal	\$	5	\$		s		0.0000000	\$0.00
IFT New Facility real property, 0% SET exemption	\$	2)	\$		\$	74	0.0000000	\$0.00
IFT New Facility real property, 50% SET exemption	\$	81	\$		\$	18	0.0000000	\$0.00
IFT New Facility real property, 100% SET exemption	\$	53	\$	12	S	92	0.0000000	\$0.00
IFT New Facility personal property on industrial class land	\$	83	\$	100	\$	19	0.0000000	\$0.00
IFT New Facility personal property on commercial class land	\$	51	\$		S	15	0.0000000	\$0.00
IFT New Facility personal property, all other	\$	E.	\$	# P	\$	74	0.0000000	\$0.00
Commercial Facility Tax New Facility	s	2,552,219	\$	(5)	\$	2,552,219	17.5110000	\$44,691.91
IFT Replacement Facility (frozen values)	\$	20	\$	120	S	12	0.0000000	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$	Fi.	\$		\$		0.0000000	\$0.00
Commercial Rehabilitation Act	\$	70	\$	953	S	0.5	0.0000000	\$0.00
Neighborhood Enterprise Zone Act	\$	#3	\$	100	\$	13	0.0000000	\$0.00
Obsolete Property Rehabilitation Act	\$	50	\$		S	6	0.0000000	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$	2	\$		S	4	0.0000000	\$0.00
Exempt (from all property tax) Real Property	\$		\$	15	s	57	0.0000000	\$0.00
Total Captured Value			s	21,823,713	\$	28,669,264		\$959,370.89 Total TIF Revenue

#### Annual Report on Status of Tax Increment Financing Plan

	Municipality Name	TIF Plan Name		Fiscal Years ending in
ssued pursuant to 2018 PA 57, MCL 125.4911 filing is required within 180 days of end of uthority's fiscal year ending in 2021.	Tax Increment Finance Authority		15	2021
A.V	Year AUTHORITY (not TIF plan) was created:	1987		
	Year TIF plan was created or last amended to	2003		
	extend its duration:	2034		
	Current TIF plan scheduled expiration date:	No		
	Did TIF plan expire in FY21?  Year of first tax increment revenue capture:	1987		
	Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?	No		
	If yes, authorization for capturing school tax:			
	Year school tax capture is scheduled to expire:			
evenue:	Tax Increment Revenue		\$	2,248,45
	Property taxes - from DDA levy		S	
	Interest		\$	10,31
	State reimbursement for PPT loss (Forms 5176 and	4650)	\$	614,63
	Other income (grants, fees, donations, etc.)		\$	308,86
		Total	5	3,182,26
ax Increment Revenues Received	<u> </u>		(But	
	From counties		\$ \$	900,96- 582,75
	From municipalities (city, twp, village) From libraries (if levied separately)		5	582,75
	From community colleges		5	439,86
	From regional authorities (type name in next cell)	HMCA	S	28,55
	From regional authorities (type name in next cell)	WCTA & WC Parks	S	168,98
	From regional authorities (type name in next cell)	Jails	s	127,32
	From local school districts-operating		S	
	From local school districts-debt		S	
	From intermediate school districts		s	
	From State Education Tax (SET)		\$	
	From state share of IFT and other specific taxe	s (school taxes)	s	
		Total	\$	2,248,452
penditures .	Land Purchase		5	71,78
	Property Mainentance and Park Improvement		\$	344,20
	Taxes-Property/MTT Decisions		5	7,41
	Market Adjustments	17 25	\$	140,65
				275,00
	Personal Services	18	\$	
	Personal Services		s	
	Personal Services	·	s s	
	Personal Services	5 5 5	s s	
	Personal Services		s s s	
	Personal Services		s s s	
cansfers to other municipal fund /list fund name)	Personal Services		\$ \$ \$ \$ \$	
			s s s s	101 97
	Fund 525 - Golf Course		\$ \$ \$ \$ \$	
		Total	s s s s	1,240,28
ansfers to other municipal fund (list fund name)	Fund 525 - Golf Course Transfers to General Fund	Total	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,240,28
ansfers to other municipal fund (list fund name)	Fund S25 - Golf Course Transfers to General Fund Principal	Total	s s s s s s s	1,240,28
ansfers to other municipal fund (list fund name) utstanding non-bonded Indebtedness	Fund 525 - Golf Course Transfers to General Fund	Total	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,240,28
ansfers to other municipal fund (list fund name) utstanding non-bonded Indebtedness	Fund 525 - Golf Course Transfers to General Fund Principal Interest Principal	Total	s s s s s s s s s	1,240,28
ransfers to other municipal fund (list fund name) ransfers to other municipal fund (list fund name) utstanding non-bonded indebtedness utstanding bonded indebtedness	Fund 525 - Golf Course Transfers to General Fund Principal Interest	Total	s s s s s s s s	101,97 1,240,28 2,181,310

CAPTURED VALUES					Overall Tax rates c	aptured by TIF plan
PROPERTY CATEGORY	Current Taxable Value	Initial (base year) Assessed V	alue	Captured Value	+	TIF Revenue
Ad valorem PRE Real	\$ 300,586,53	4 \$ 137,75	54,830 \$	162,831,704	35.0223000	\$5,702,740.79
Ad valorem non-PRE Real	\$	- s	122	s -	0.0000000	\$0.00
Ad valorem industrial personal	\$ 559,30	0 \$ 29,76	66,310	\$ (29,207,010)	35.0223000	(\$1,022,896.67)
Ad valorem commercial personal	\$ 4,033,14	4 \$ 6,20	80,490	\$ (2,247,346)	35.0223000	(\$78,707.23)
Ad valorem utility personal	\$ 567,60	0 \$	5=7//\$	567,600	35.0223000	\$19,878.66
Ad valorem other personal	\$	- \$	-	s -	0.0000000	\$0.00
IFT New Facility real property, 0% SET exemption	\$ 7,566,42	9 \$	- 5	7,566,429	17.5110000	\$132,495.74
IFT New Facility real property, 50% SET exemption	\$	- S	(8)	\$ -	0.0000000	\$0.00
IFT New Facility real property, 100% SET exemption	S	- <b>s</b>	120	s -	0.0000000	\$0.00
IFT New Facility personal property on industrial class land	\$	- S	100	\$ -	0.0000000	\$0.00
IFT New Facility personal property on commercial class land	\$	- \$	-	s -	0.0000000	\$0.00
IFT New Facility personal property, all other	\$	÷ \$	123	\$	0.0000000	\$0.00
Commercial Facility Tax New Facility	\$	- \$	150	s -	0.0000000	\$0.00
IFT Replacement Facility (frozen values)	\$	- <b>\$</b>	100	s -	0.0000000	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$	- S	(8)	\$ -	0.0000000	\$0.00
Commercial Rehabilitation Act	\$	- S	150	s -	0.0000000	\$0.00
Neighborhood Enterprise Zone Act	\$	- <b>\$</b>	100	s -	0.0000000	\$0.00
Obsolete Property Rehabilitation Act	\$	- \$	17.0	s -	0.0000000	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$	- S		s -	0.0000000	\$0.00
Exempt (from all property tax) Real Property	\$	- S	(4)	s -	0.0000000	\$0.00
Total Captured Value		\$ 173,80	01,630	139,511,377		\$4,753,511.29 Total TIF Revenue

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 8

ITEM: 2022 Grass Cutting Services

PRESENTER: Gregory J. Mayhew

## INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** The Department of Engineering and Building has met with U.S. Lawns of Livonia regarding extension of their contract for the 2022 Grass Cutting Services. U.S. Lawns of Livonia has agreed to perform this year's services at the unit rates set forth in the contract with the City for File #4726.

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 owned lots and parks.

<u>ACTION REQUESTED:</u> Accept the recommendation of the City Engineer to extend the current grass cutting contract with U.S. Lawns for the 2022 season.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The 2022 Grass Cutting Services would be funded through the following accounts totaling \$70,944.

TIFA Property Maintenance 492-200-850-520 \$60,192 Memorial Park Grass Cutting 101-448-825-480 \$10,752

<u>IMPLEMENTATION PLAN:</u> If approved by Council, authorize the Mayor and Clerk to execute the contract extension.

## LIST OF ATTACHMENTS:

1. us lawns extension 03-16-22

Item Number: #8
Date: March 28, 2022

RESOLUTION by Councilpers	on		
	le #4726 with U.S. Lawns of L 00-850-520 and	nmendation of the City Engineer and APPROVE Livonia in the amount of \$70,944 paid from	ES
I move the adoption of the fores	going resolution.		
MOTION by Councilperson _			
SUPPORTED by Councilperso	n		
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne	·	
	Hanna	- <u></u>	
	Shuryan		

Stec

## AMENDMENT TO CONTRACT 2022 Lawn Cutting Services File #4726

ARTICLES OF AGREEMENT AMENDING the Contract made and entered into on February 11, 2019 by and between the CITY OF WYANDOTTE, party of the first part, and R.F.C. Inc., doing business as U.S. Lawns of Livonia, County of Wayne, State of Michigan, party of the second part, to-wit:

- 1. To this contract shall be added:
  - Extension of the current contract until November 30, 2022.
- 2. The unit prices and contract conditions will remain the same as in the original contract.
- This contract shall be amended by the estimated amount of \$70,944 to cover the cost for the work to be performed as described in Paragraph 1 above.
- Insurance policies, certificates, and bonds will be submitted by the party of the second to cover the extended period of time.
- Except as otherwise stated above, all of the terms of the original contract remain in full force and effect.

IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first written below.

PARTY OF THE FIRST PART

Robert A. DeSana, Mayor

Lawrence S. Stec, City Clerk

PARTY OF THE SECOND PART

DATES 4-15-2922

WITNESS

R.F.C. Inc., dba U.S.Lawns of Livonia

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 9

ITEM: 2022 Composting Agreement

PRESENTER: Gregory J. Mayhew, City Engineer

## INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** Attached for your consideration is a Composting Agreement between the City of Wyandotte and Regulated Resource Recovery, Inc. (RRR) to provide processing of compost materials such as leaves, grass, clippings, brush and organic yard waste delivered from the City's Recycling Center to RRR's facility. The City has had a contract with RRR for several years. The unit rate will be \$9.50 per cubic yard thru April 7, 2023.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to creating fiscal stability, streamlining government operations, making government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstone of our City government.

<u>ACTION REQUESTED:</u> Approve the Composting Agreement and authorize the Mayor to sign said agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Composting processing tipping fees will be paid out of Account 290-448-825-491 Compost Tipping Fee.

<u>IMPLEMENTATION PLAN:</u> Execute Composting Agreement and authorize DPS to deliver compost materials to RRR as necessary.

## LIST OF ATTACHMENTS:

1. Composting Agreement with RRR

Item Number: #9
Date: March 28, 2022

RESOLUTION by Councilpersor	1		
	ing of compost materials for	omposting Agreement with Regulate the City at the unit rate of \$9.50 per ute said Composting Agreement.	
I move the adoption of the forego	ing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson			
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		

Stec



## **COMPOSTING AGREEMENT**

This Composting Agreement ("Agreement") is made and entered into this 14th day of March 2022, by and between Regulated Resource Recovery, Inc. ("RRR") and City of Wyandotte ("Wyandotte").

## 1. Scope

RRR shall provide processing for compost materials delivered to RRR's 200 Matlin Road Carleton, MI facility by Wyandotte. Compost materials shall mean leaves, grass clippings, brush and organic yard waste. RRR shall be considered the owner of any compost materials after the compost materials have been delivered and accepted by RRR.

## 2. Right of Rejection

RRR retains the right to reject any loads of compost materials that are delivered to RRR's 200 Matlin Road facility by Wyandotte which are contained in plastic bags. Additionally, RRR retains the right to reject any loads of compost materials that are comingled with non-compost materials.

## 3. Terms

This Composting Agreement shall remain in effect for one year with an expiration date of April 7<sup>th</sup>, 2023.

#### 4. Rate

A rate of \$9.50/cu. yd. shall be paid by Wyandotte to RRR for each cu. yd. of compost materials delivered to and accepted by RRR at RRR's 200 Matlin Road Facility. A 20 cu. yd. minimum per load applies. RRR will provide Wyandotte with an invoice for compost processing monthly with payment terms of Net 30.

## 5. Hours of Operation

The compost processing facility shall operate from 7:00 a.m. to 5:00 p.m. Monday through Friday.

## 6. Cancellation

RRR or Wyandotte may cancel this agreement at any time.



REGULATED RESOURCE RECOVERY, INC. 200 Matlin Road Carleton, MI 48117

ANTHONY ABELA	
DATE:	
CITY OF WYANDOTTE	
4201 13 <sup>th</sup> Street Wyandotte, MI 48192	
Print:	
DATE	

From: Rod McLean 21 Mar 2022

To: Wyandotte City Council

Subject: Adding Chester Chormann's name to WWII memorial

Sir / Ma'am,

I am requesting to add my cousin Chester L. Chormann to the Wyandotte WWII memorial. Chet was killed in action at the battle of Sunda Strait when he was 18 serving on the USS Houston. The Houston and HMS Perth encountered the Japanese fleet in March of 1942. They fought bravely, but were severely outnumbered and both ships were sunk.

Chet Chormann joined the Navy a few days after turning 17 in September 1940. Many of the family were upset with this due to his young age and the world turmoil at the time. Chet lived in Wyandotte on 16<sup>th</sup> street, Pine street and 17<sup>th</sup> street. He attended George Washington Elementary, Trinity Lutheran Elementary on Oak street and Roosevelt High School.

With all that he gave at such a young age he certainly deserves to have his name added to the Wyandotte WWII Memorial.

I would also like to add that after doing some research I found there are 9 other Wyandotte servicemen that gave their lives for our freedom in WWII. Their names can be found in the book Wyandotte at War. These young men were from Wyandotte, they joined the military because they loved this country and all that it stands for. If you had asked them on that fateful day where they were from, each would have told you; They were an American from Wyandotte, Michigan. Their names are either on head stones overseas or they were like my cousin and went down with the ship. Families didn't have the money to visit their graves overseas back then and they just fade away without fellow Americans knowing who they were or the cost they paid for our freedom. We have a solemn obligation to never forget their sacrifice.

If Possible I propose the city attach a second tablet on the back side of the current WWII memorial at Bishop Park. This would keep the cost down and still honor them.

Adding this on a memorial day and having a ceremony with an honor guard from each of the four services would memorialize the names of the sons of Wyandotte and all they gave to this great country.

I have also sent copies of the documents found on Chet Chormann. I would like to thank the American Legion (Mark Holthus) and the VFW (Brian Martin) they were extremely helpful. The Wyandotte Library, Trinity Lutheran Church, George Washington Elementary and the Wyandotte School Board were a great help as well.

I appreciate your time and consideration on this. Please don't hesitate to contact me if you have any questions or would just like to discuss and hope we can make this worthwhile endeavor materialize.

Sincerely Rod McLean (313) 409-1295 Rod1955@comcast.net

Item Number: #10 Date: March 28, 2022

RESOLUTION by Councilper	son		
	mmunication from Mr. McLean www. WII Memorial is hereby referred		Mr. Chester L.
I move the adoption of the fore	egoing resolution.		
MOTION by Councilperson _			
SUPPORTED by Councilpers	on		
<b>YEAS</b>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

ENLISTMENT of GHORMANN, Chester Lewis ; 411-04-39
(Full name, surname to the left) (Service number) Accepted for enlistment at Detroit, Mich. (Pay per month) Apprentice Seaman (Rating in which enlisted) Enlisted at Detroit, Mich. Date \_\_\_\_ Transferred to Home; inactive Occupation Florist employee Citizenship U.S. Place of birth Tecumseh, Michigan Date of birth Aug. 22, 1923 Home address 14712 Cochrane Wyandotte (Street and number) Wavne Michigan Credited to 16th Congressional District, State of Lichigan Single Married or single .....; Name and address of next of kin ..... Father: (Relation) Chester B. Chormann, 14755 Reack Road, Wyandotte, Michigan \* \* Continuous Service Certificate None Previous service Navy Reserve and was last discharged ... (Place) from the U.S.S. with \_\_\_\_\_discharge as \_\_\_\_\_ (Character) Previous Coast Guard Service (None (Years) (Months) (Days). Previous Marine Corps Service (None (Years) (Months) (Days). Previous Army Service ( None ). Age 17 years O months. Height 5 feet 6 inches. Weight 132 pounds. Eyes Blue XIII (Days) Sex Male Hair D-brown Complexion Ruddy Color White U-S Personal characteristics. \_\_\_\_\_ marks. etc. ANT: M. R-breast; V.S. L-arm; S. 3" Rfa.; M.R-abdomen; S. 2" L-thigh; S. 3" L-shin; POST: S. 3" L-scapula P.S. R-sacrum. ie above-named recruit, and find that, in my opinion, he is free from all bodily defects CHORMAN, Chester L 411-04-39 Slc V-3; and this rating, and that he has stated to me that he has no disease concessed or Scar, 1/2", rt. eyebrow; scar, 2", appendectomy. For and in consideration of the pay or wages due to the ratings which may from time to time be assigned me during the continuance of my service, I agree to and with Coindr. M.R. Wortley of the United States News, as follows:

(Name of commanding officer) First: To enter the service of the Navy of the United States and to report to such station or vessel of the Navy as I may be ordered to

#### PARENT'S SIGNATURE

First period Second period Chester C Third period Chester C

SPECIAL NOTES

Grade next semester 60

## Public Schools of the City of Wyandotte, Michigan

ELEMENTARY SCHOOL REPORT

For semester ending

To Parents:

This report is sent to you four times during each semester in order that you may have a record of your child's progress. Please examine it carefully and return it signed to the school.

It is believed that it is the business of education to train the child through experience in the school and in the home to meet the problems of daily life. That he should develop those attitudes and skills which will best fit him to become a successful citizen and a useful member of speciety. That this growth should be continuous and that provision should be made to meet his individual needs.

It is with these ideas in mind that this report has been made. You are asked to hold frequent confer-ences with the home room teacher and the principal either at the school or in your home regarding the progress of your child.

> F. W. Frostic, Superintendent of Schools.

Home room teacher

Principal ROBERT W. JONES

#### GROWING UP IN THE HOUSE OF HEALTH mon School Washers ator City Megace Ball Age\_ 10 SEPT. OCT. NOV. DEC. JAN. FEB. MAR. APRIL MAY JUNE TOTAL GAINS YEAR ..... HEIGHT WEIGHT JUNE FEBRUARY SEPTEMBER Gain Since February Gain Since September Gain Since June Inches - Q Inches .... Inches 0 Pounds 7 Pounds .. Pounds 6 GIRLS BOYS Should Gain Each Month Should Gain Each Month Age: 5 yrs. to 8 yrs. about 6 oz. Age: 8 yrs. to 11 yrs. about 8 oz. Age: 5 yrs. to 8 yrs. about 6 oz. Age: 8 yrs. to 12 yrs. about 8 oz. Age: 11 yrs. to 14 yrs. about 12 oz. Age: 12 yrs. to 16 yrs. about 16 oz. Age: 14 yrs. to 16 yrs. about 8 oz. Age: 16 yrs. to 18 yrs. about 8 oz. Age: 16 yrs. to 18 yrs. about 4 oz. TUBERCULOSIS AND HEALTH SOCIETY OF DETROIT AND WAYNE COUNTY

51 WEST WARREN AVENUE, DETROIT

WYANDOTTE, MICH. TRINITY LUTHERAN SCHOOL Report for Chester Chan School Year 1934 to 1935 EXCELLENT
GOOD
FAIR
POOR
FAILURE Signature of Parent 11 Ш IV V Ps. 111, 10. "The fear of the Lord is the beginning of wisdom."

Teacher

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Chency Frank (Pearl) lab h1850 McKinley av Chency Fredk C driver r317 Eureka av

Cheney Judson B formn Pennsylvania Salt Mfg Co res Trenton Mich

Cheney Mary (wid Clarence) h317 Eureka av Cheney Ronald truck driver r1850 McKinley av

Cheplick Wm driver r711 Plum Cherruy Luke lab h1134 Biddle av

Cherry Frank W (Lizzie) mldr h840 Forest

Cherry Helen J r840 Forest

Chesher Lawrence E (Evelyn) garage 316 Orchard r2032

Chesher MacDonald reprmn r316 Orchard

Chesney Anna hlpr McCord Radiator & Mfg Co r400 N

Chesney John F (Rose) electn h136 Sullivan

Chesney Rose Mrs hlpr McCord Radiator & Mfg Co r136 Sullivan

Chesny Frank (Frances) firemn h1158 6th

Chesny Hattie sleldy r1158 6th Chesny John lab r1158 6th

Chesser Lawrence repairing r3318 VanAlstyne Blvd

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Chipliski Jos (Rose) pipeftr h3642 8th

Chipliski Jos jr r3642 8th Chisholm Lyla tchr r128 Cedar

Chmiell John (Anne) lab h4439 13th

Chmura Martin (Nellie) lab h3337 13th

Chmura Stanislaus r3337 18th Chodak Abr (Rebecca) junk dir r128 Oak

Chodak Abr (Rebecca) junk dir 1128 Okk Chogito Geo steelwkr Mich Steel Corp (Ecorse) r876 5th

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2274 7th
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Choinski Genevieve hlpr McCord Radiator & Mfg Co r 2274 7th

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Chojnowski Jos (Stella) lab h455 Ford av Chojnowski Mary (wid Walter) h1838 5th

Chokech Steve emp Det Brass & Mall Wks r653 Elm

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Chormann Fred (Carolina L) pntr h848 Orchard

Chorney Harry (Anna) lab h1109 5th

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(Ecorse) h390 Highland av

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Chranko Jos (Barbara) lab h3624 8th

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Christian Anna B (wid Thos Hawley) h219 Poplar Christian Josephine F tchr Labadie Antoine School r412 Biddle av

Christian Geo E acct r219 Poplar Christian Josephine tchr r430 Biddle av Christianson Henry (Edith) confr h65 Maple Christie Anthony P (Henrietta) h635 Forest

Christie John lab r524 Grove Christie Louis driver Affholter Bros r635 Forest av

Christie Louis driver Anna r445 Poplar Christopher Anna r445 Poplar Chronicle Press Inc Arth O Brinson pres Fred W VonMoll

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Cichocka Theresa maid ri37 Bondle Cicotte Elmer r204 Bennett

J. VOLAK - Funeral Director

2717 Tenth

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Chapman Wm J (Mabel M) agt NYCRR h3375 21st (Detroit) Chaput Isabelle emp Beals & Selkirk Trunk Works r2871

VanAlstyne blvd
Chard Wm M (Julia) lab h300 Clinton
Charles Vera J clk Mich Alkali Co r1046 1st
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Chase David R (Margt) formn Semet-Solvay Process (Detroit) h3228 VanAlstyne blvd

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Chekr 5) mach Ford Motor Co (Dearborn) h

Tenry) r158 Hudson av vn L) formn Mich Alkali Co h2425

17 Eureka av \ clk LaCourse & Son r317 Eureka

e) h317 Eureka av 'E) r840 Forest il Products Co r113 Merrill (Lin-

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st Biossom Cafe r4610 Somheil

Danias r1731 McKinley av 1158 6th 70 r1158 6th

36 Sullivan Radiator & Mfg Co r136

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Chorney Kath r1109 5th

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Chranko Anna maid r3624 8th

Chranko Jos (Barbara) lab h3624 8th

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Christian Geo E (Edith) bkpr Mich Alkali Co h219 Poplar

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Christie Louis (Anna) slsmn h807 Plum

Christman Carl W (Margt W) chemical eng Penna Salt

Mfg Co h152 Emmons blvd

Christner Beatrice nurse Wyandotte General Hosp r do

Christopher Ann M r445 Poplar

Chrzanowski Cath r812 Orchard Chrzanowski Walter barber r1833 5th

Chucklin Ann clk Neisner Bros Inc r2827 3d

Chucklin Michl (Martha) lab h2827 3d

Chucklin Rose clk r2827 3d

Church Earl R (Edna) tchr PS (Detroit) h449 Spruce Church Harry (Irene) attendance officer h2011 5th

Church of Christ services 11:30 a m and 3:30 p m Sunday

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Churchill Edwin (Viola) h466 Orchard

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Clesiak Genevieve asmbir r3824 8th

Cintula Jos (Anna) h883 5th

Cintula Steph r883 5th

Closno Margt r1775 3d

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Cislo Mary (wid Jos C) h2398 12th

Glizens Mutual Auto Ins Co Everett J Payette agt 1908

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REFRIGERATORS

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resident de la proposition de la Parella de la Parella de la Attained Section de la Parella de la Pa

Honel Comments of the Comments

enough in 1943 The January 1, 1945 issue of the WY-News published the names of 54 former members of the student body who "made the supreme sacrifice in the war just ended" including RHS teacher Lt. Burton Smith and the deceased son of School Superintendent Fred Frostic, Cpt. William Frostic.

Sgt. Julius Bardoni Pfc. Robert T. Beattie Cpl. Carl M. Bell Lt. Jack Bence S/Sgt. Robert W. Block EM/2c Hazen Branch Cpl. Walter Busch Pfc. James Catlett Chester Chormann Sgt. Frank Clark Pvt. Alex Crute Pvt. Eugene Duclo Pvt. Joseph Frank Cpt. William D. Frostic Pyt. William Gallagher Pvt. Thomas Genthe

Sgt. Frank Clark
Pvt. Alex Crute
Pvt. Eugene Duclo
Pvt. Joseph Frank
Cpt. William D. Frostic
Pvt. William Gallagher
Pvt. Thomas Genthe
Lt. Robert Giebel
Pfc. Phillip Gresser
S/Sgt. Thomas Gierlock
S/Sgt. Richard Hedrick
Pfc. Frank Hermann
Lt. Derle Imhoff
Pfc. Karl Janes
Adolph Kalin
Pfc. James Katronis
TM 1/c Louis Kwiatkowski
Pvt. Roy E. Lange

Cpl. Joseph Lillienthal Pfc. Dean Locker Anthony Lutrzkowski Cpl. James McGinnis FO. Howard Menzer Cpl. Samuel Migliaccio Pvt. Roy Miles Pfc. Jack Mitchell Cpl. Charles Opoka F1/c Raymond L. Papke S/Sgt. Robert Patchin S/Sgt. John Pivovar S1/c Walter Pruski Lt. Raymond Ramey Sgt. Frank Schultz Pfc. Roy Schultz Sgt. Joseph Schaffer Pvt. Ralph Shull Lt. Theodore Skrypiec Pvt. Paul Slusne Bryan D. Smith Lt. Burton Smith Lt. Floyd Stone Pvc. Donald Swonger Cpl. Everette Tims Lt. Melvin Young

Cpt. Edwin Zdunczyk

City of Wyandotte 3200 Biddle Avenue Wyandotte, MI 48192

Attn: City Council Department Re: Michele and Zoltan Maksai 1449 22nd Street Wyandotte, MI 48192 (734) 752-2313

Dear Sir or Madam Council member,

My name is Michele Maksai, my husband and I own the house at 1449 22nd Street, and we have owned this property since October 30, 2003. We have invested tens of thousands of dollars in this property since we've owned it as we love our home. After completing most of the interior upgrades, we are now moving on to the outside of the home and one of the things we'd like to replace is some of the cement work. We recently had a few tree removal companies come out to give us bids of removing an old and very large/tall maple tree in front of our house between the sidewalk and the street, which has roots that have now raised up the cement on the sidewalk as well as the driveway. While my main concern is someone tripping on the uneven pavement of the sidewalk and falling on our property, my second concern is the tree removal company telling me even if we replace the raised cement this year, the roots will continue to grow and continue to raise the cement again in a few years. While my husband and I make a fairly good living, spending thousands of dollars every few years on replacing cement that continues to do the same thing is not my idea of being cost effective. While I really like the shade the tree provides, I still think about that one storm that could come through and uproot that tree and land on my home that we've spent the last nineteen years upgrading the way we want it.

I'm not trying to be difficult by any means, but realistically, this just doesn't make any sense to me. We are willing to pay for the tree to be removed, we are also willing to pay for a new, smaller size tree to replace the old tree, so we wouldn't need to be concerned about the roots lifting the cement in another few years.

I've read the policy tree removal, trimming and planting, and on page 4 and 5 it talks about requests to remove healthy trees. I guess this would be the section that would pertain to our situation. It states several reasons for removing healthy trees, but at the top of page 5 the reason we are asking is because of sidewalks, driveways, approaches or other pavement caused by the tree roots.

Brian Martin was the gentleman from DPS who came out to our home to access the tree the week of March 7, 2022. He basically said the tree's not dead so you can't cut it down. I asked him what to do with the cement, he told me he didn't know. I have text messages from Chuck D. Tree Service, they said they're too busy to type up a formal letter on their letterhead, so I printed out his text messages and have attached them to my letter. They said there was no solution other than removing the tree. Father & Sons Tree Service came out the same week Mr. Martin came out and said the tree needs to be cut down. Both tree service companies said there was no other solution. If we replace the cement on the sidewalk and driveway where the tree roots have lifted the cement, it would reoccur again within three years.

I consider our family to be an excellent resident for the City of Wyandotte. We take a lot of pride in our home and the property. We love where we live and would ask the members of the City Council to please consider allowing us to remove the over grown maple tree so we can repair the cement and live comfortably without the headaches and worry of someone tripping and falling on our property. I thank you for your time today and we look forward to your response.

Respectfully,

Michiled lassan

Item Number: #11 Date: March 28, 2022

RESOLUTION by Councilperso	on		
BE IT RESOLVED that the con is hereby referred to the City En			
I move the adoption of the foreg	going resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperso	n		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shurvan		

Stec

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 12

ITEM: Fire Department - Internal Promotion

PRESENTER: Anne Goudy, Human Resource Specialist

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** A recent retirement has created a vacancy within the senior leadership team within the Fire Department. A certified list of eligible candidates was acquired from the Civil Service Commission. Fire Chief Wright is requesting the promotion of Fire Sergeant Brian Hunley to the rank of Fire Lieutenant. Support for the promotion of Fire Sergeant Hunley was received by the Wyandotte Police and Fire Commission at the March 22, 2022 meeting.

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

<u>ACTION REQUESTED:</u> To approve the promotion of Fire Sergeant Brian Hunley to the rank of Fire Lieutenant.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The employee's compensation is already budgeted and included in various payroll accounts with no budget amendment necessary.

<u>IMPLEMENTATION PLAN:</u> Upon approval from the Council, Fire Sergeant Brian Hunley will be promoted to the rank of Fire Lieutenant effective April 11, 2022. The City's Administrative Office will coordinate the promotion.

## LIST OF ATTACHMENTS:

1. Hunley Promotion P&F signed

Item Number: #12 Date: March 28, 2022

RESOLUTION by Councilperso	on		
BE IT RESOLVED that the Cou Commission to approve the pror April 11, 2022.			
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	n		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		

Stec

#### **OFFICIALS**

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



Thomas Lyon Assistant Fire Chief MAYOR Robert A. DeSana

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

March 22, 2022

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 Sergeant Brian Hunley to the rank of Lieutenant.

Sincerely,

Bob Heck

Wyandotte Police and Fire Commission

266 Maple Wyandotte, Michigan 48192 734-324-7254 tlyon@wyandottemi.gov

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 13

ITEM: 2022 Bishop Park Concession Lease

PRESENTER: Justin Lanagan

## INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** For the last 6 years (not including last year) Fattah Motahhar has run and operated the Bishop Park Concession Stand and has done an outstanding job for us.

Mr. Motahhar and his father Mohammed would like to continue operating the stand for the upcoming 2022 season. Mr. Motahhar will operate the Concession Stand and Restrooms and pay the City \$1,000.00 in five \$200 installments. We have full confidence that the Motahhar's will continue to provide the same great service.

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

ACTION REQUESTED: Requesting the Council approves the contract with Mohammed Motahhar and the Mayor and City Clerk sign the contract for the lease of the Bishop Park Concession for the 2022 season.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Payments to the City totaling \$1,000 will be deposited into account 101-000-651-030

**IMPLEMENTATION PLAN:** The resolution and contracts will be forwarded to the Mayor and City Clerk to sign.

## LIST OF ATTACHMENTS:

1. 2022 Bishop Concession Contract

Item Number: #13 Date: March 28, 2022

RESOLUTION by Councilpers	on		
of Recreation and the Recreation Concession Stand for the 2022	on Commission to award a one y season to Mohammed Motahha	RS in the recommendation of the year extension to operate the Bishor, in the amount of \$1,000 provide pulations are adhered to as outline	op Park ed the proper
BE IT FURTHER RESOLVED agreement on behalf of the City		Mayor and City Clerk to sign said	d lease
I move the adoption of the fore	going resolution.		
MOTION by Councilperson _			
SUPPORTED by Councilperso	on		
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>	
	Alderman Calvin		
	Crayne Hanna		
	Shuryan Stoc		

## AGREEMENT BETWEEN THE

# CITY OF WYANDOTTE & Mohammed Motahhar FOR THE 2022 OPERATION OF THE BISHOP PARK

**CONCESSION-RESTROOM FACILITY** 

AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of WYANDOTTE, a Municipal Corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and Mohammed Motahhar, hereinafter designated SECOND PARTY.

WITNESSETH:

WHEREAS, First Party owns and maintains a public municipal park commonly referred to as Bishop Park; and

WHEREAS, First Party is desirous of permitting a refreshment concession and restrooms to be operated by Second Party at said Bishop Park for the period of April 18 through October 2, 2022. Said period may be altered by the mutual agreement of both parties.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto,

IT IS AGREED, as follows:

1. First Party agrees to permit Second Party to operate a refreshment concession and maintain the restrooms by cleaning and monitoring said within the building provided by the City of Wyandotte in Bishop Park at such reasonable hours of business as

are fixed by the Department of Recreation of the City of Wyandotte, and must comply with the health and sanitation regulations of the City of Wyandotte and Wayne County Health Department.

- 2. Second Party agrees to furnish all necessary equipment and materials to operate said concession.
- 3. Second Party agrees to furnish labor only for the cleaning of the restrooms and operation of the concession. The First Party will supply all cleaning and other necessary supplies to operate the restrooms.
- 4. Second Party will possess at his/her own expense proper food safety certification and will comply with all health ordinances.
- 5. It is the desire of the First Party that the prices charged for merchandise shall not be more than those prevailing for similar merchandise in this area. Price list shall be subject to the approval of the Recreation Superintendent. Approved list shall be posted in a conspicuous place.
- 6. The term of the lease shall be April 1, 2022, to October 31<sup>st</sup>, 2022. The concession/restrooms will be operated April 18<sup>h</sup> through October 3<sup>rd</sup>, 2022, weather permitting, and dates to be confirmed and set by the Superintendent of Recreation.
- 7. Second Party promises to pay to the First Party the total sum of (\$1,000 = Five \$200 payments) due on the following dates: May 31st, June 30th, July 29th, August 31st, and September 30th, 2022.
- 8. Second Party hereby agrees to maintain the concession stand and restrooms in a sanitary condition in accordance with the regulations of the Departments of Public Service and Recreation at all times. Restrooms to be opened and operating by 9

am each day weather permitting and closed by 9 pm each day, unless otherwise notified by the Superintendent of Recreation.

- 9. Second Party shall not assign, transfer or sublet the above concession and shall personally operate said concession under their supervision and control, and shall be personally held responsible for the performance of all the covenants and conditions as herein setforth.
- 10. Second Party further agrees that any beverages will not be sold in glass bottles. Alcoholic beverages shall be prohibited from sale.
- 11. The City reserves the right to add other concession stands for any special events.
- 12. Second Party agrees he/she shall forthwith procure, at their own expense, and shall maintain during the term of this lease, public liability insurance in the amount of \$1,000,000.00 Bodily Injury, \$1,000,000.00 Personal Injury and \$500,000 Property Damage, the policies of said insurance to provide ten (I0) days advance written notice to the First Party prior to cancellation, termination or material change. Second Party shall furnish certificates of the aforesaid insurance coverage. The City of Wyandotte shall be named additional insured and the policies delivered to the City before opening.
- 13. Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officials, commissions, agents, or representatives for and from all claims, demands, payments, suits, actions, recoveries, and judgments or every type and nature, brought or recovered against it or either/or any of them for or on account of any personal injuries or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with second party's conduct,

carrying out his responsibilities under this agreement, and use and occupation of the premises under this agreement.

14. The parties hereto mutually agree that this Agreement may be terminated by either party, without cause, by first giving 30 days written notice to the other party of the terminating party's intent to terminate this Agreement.

15. The parties mutually agree that the First Party may terminate this

Agreement on three days notice if the Second Party is in default of any provision of this

Agreement for more than five days.

IN WITNESS WHEREOF, the parties hereto, by authority of the representative officials of the First Party and the Second Party have caused these presents to be signed and sealed the day and year set forth.

Authorized by
Robert A. DeSana, Mayor
Lawrence S. Stec, City Clerk FIRST PARTY
SECOND PARTY
I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.
Name

CITY OF WYANDOTTE

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 14

ITEM: Downriver Council for the Arts: Lease Extension Request

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE: Erin Suess, DCA Executive Director

**BACKGROUND:** The Downriver Council for the Arts has been a tenant renter at the Cityowned DeSana Center for Arts at Culture located at 81 Chestnut Street. Their most recent lease agreement included a 10-year lease term, was approved by Mayor and Council on December 5th, 2016 and is set to expire on September 30th, 2026. They have requested an extension of the lease for an additional ten years, while all other terms and conditions shall remain the same.

STRATEGIC PLAN/GOALS: As stated in the City's Mission Statement, "To advocate for our heritage and economic development..."

<u>ACTION REQUESTED:</u> The DDA Director is requesting Mayor and City Council to approve the longterm lease agreement and lease extension.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Lessee agrees to pay Lessor a cash rent (prorated accordingly) for the entire building at 81 Chestnut Street (Leased Premises) of Nine Thousand, Five Hundred and 0/100 (\$9,500.00) Dollars per year, paid on a quarterly basis on the first day of January, April, July and October.

<u>IMPLEMENTATION PLAN:</u> DDA Director to work alongside the City Department Heads to administer the terms and conditions of the new lease agreement.

## LIST OF ATTACHMENTS:

- 1. 81 Chestnut New Lease 2022-2032
- 2. DCA DDA signed executed LONGTERM LEASE AGREEMENT 12.05.2016

Item Number: #14 Date: March 28, 2022

RESOLUTION by Councilperson	n		
	or a 10-year lease agreement	e request of the Executive Director for the for 81 Chestnut Street for a period begin	
AND BE IT FURTHER RESOLT the new long term lease agreement	•	ereby authorizes the Mayor and City Cle il of the Arts.	rk to sign
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	I		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

## **LEASE AGREEMENT**

This Lease Agreement is made and executed on the day of, t	y
and between City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan, 48192	
referred to as Lessor, and Downriver Council for the Arts, a Michigan nonprofit	
corporation, referred to as Lessee.	

The parties agree as follows:

## **SECTION ONE**

## DEMISE, DESCRIPTION, USE AND CONDITION OF PREMISES

Lessor demises and lets to Lessee, to occupy and to use for arts, cultural and arts-related educational programs and activities, exhibits, studio rental, exhibitions and arts-related office purposes and for no other purposes, the following real estate located in the County of Wayne, State of Michigan, described as follows ("Leased Premises"):

81 Chestnut Street, Wyandotte, Michigan

together with nonexclusive use of parking facilities owned by the City located adjacent to or near the Leased Premises.

Lessor, its agents or others have made no representations or warranties as to the condition or the state of repair of the Leased Premises.-Lessees' acceptance of the Leased Premises is conditioned upon the issuance of a certificate of occupancy from the authorized municipal agency.

## **SECTION TWO**

#### **TERM**

The Lessee acknowledges it will be allowed to examine the Leased Premises prior to the commencement of the term of this Lease and knows the condition thereof. The term of this Lease Agreement shall be from **April 1, 2022 to September 30, 2032** unless otherwise terminated pursuant to Section Seven. Ninety (90) days prior to the end of the Lease Term, the Lessee may request an extension of the Lease Term and Lessor shall in good faith consider such request (provided however nothing herein contained shall be interpreted to provide Lessee a right to any extension hereof for less than the then market rental value of the Leased Premises), at which time, provided Lessor approves the request, a new Lease Agreement shall be executed.

## SECTION THREE

#### RENT

Lessee agrees to pay Lessor a cash rent (prorated accordingly) for the above-described Leased Premises of Nine Thousand, Five Hundred and 0/100 (\$9,500.00) Dollars per year, paid on a quarterly basis on the first day of January, April, July and October.

The rent shall be increased each year commencing January 1, 2023 by using the inflation rate multiplier as set forth in MCL 211.34d (not to exceed five (5%) percent in any given calendar year). The parties agree to use the yearly calculation from the Michigan State Commission Bulletin (which is issued in October or November of each year). The inflation rate multiplier times the current year's rent will provide the rent amount for the next year. (Example: \$9,500 x 1.033 (inflation rate multiplier for 2022) = \$9,813.50 (next year's rent)). The subsequent year's rent would be \$9,813.50 times the next year's inflation rate multiplier, etc...

## SECTION FOUR

## A. LESSEE'S DUTIES IN OPERATING LEASED PREMISES

## Lessee agrees as follows:

- To keep and maintain the interior of the Leased Premises in a condition similar to the condition that it was on the commencement of the Lease Agreement. Except for ordinary wear and loss and/or unavoidable destruction.
- 2. To take proper care of, and to prevent injury to, the Leased Premises.
- 3. To provide janitorial services on a regular basis.
- 4. To prevent all unnecessary waste, loss, or damage to the property or Lessor.
- 5. To keep the Leased Premises neat and orderly.
- 6. To insure all of its personal property; and carry public liability insurance for not less than One Million (\$1,000,000) Dollars per occurrence, and to name Lessor as an additional insured thereon.
- 7. To carry Workmen's Compensation Insurance and Liquor Liability Insurance.
- 8. Not to assign this Lease Agreement or sublet any part of the Leased Premises without the written consent of the Lessor except for the purpose of renting space to artists or users of the facility consistent with the purpose of operating an arts center. Note that the Lessee shall be responsible for any real property taxes if the property is considered taxable.
- 9. Not to erect signs without first obtaining prior written consent of Lessor.
- 10. Not to permit or allow smoking, the use of alcohol, drugs, or tobacco on the Leased Premises except upon the receipt of all necessary permits allowing such activity.

- 11. To develop and implement a marketing plan for the Leased Premises to be presented to the Lessor within thirty (30) days of commencement of the lease term.
- 12. To provide a minimal public access to the Leased Premises of (8) eight hours a day, six (6) days a week.
- 13. Coordinate and manage all activities related to the rental of the Leased Premises.
- 14. Develop fundraising and grant writing services for the purpose of supplementing the cost of maintaining and improving the Leased Premises and the operations that occur within. Lessor acknowledges and agrees that Lessee will also engage in fundraising, including but not limited to grants, donations, gifts, events and programs and the like, to support Lessee's operations and the arts programming and activities that are the intended purpose of Lessee's occupation of the Leased Premises, and that without such fundraising efforts, Lessee cannot meet its mission and carry out such programming and activities.
- 15. To develop and implement all programming at the Leased Premises [including a web presence].
- 16. Provide quarterly financial reports to the Lessor and provide access to all financial records associated with activities at the Leased Premises.
- 17. Provide security for building and events.
- 18. Provide annual activity reports to the Lessor or more frequently upon request.
- 19. Provide free use of the facility by the City of Wyandotte ("City") for events or presentations when a minimum sixty (60) day notice is provided by the City. The City will make every attempt to provide at least a ninety (90) day request and understands that no guarantees of facility availability can be made when the request does not meet the longer notice period. Except for the use of the facility, the City will be responsible for all associated costs for these events.
- 20. Use its best efforts to cause the Leased Premises to be operated and maintained in such a manner that will avoid the occurrence of any event causing the recapture of all or any part of the historic tax credits awarded to Lessor as a result of the rehabilitation of the Leased Premises;

## B. LESSOR'S DUTIES IN OPERATING LEASED PREMISES

## Lessor agrees as follows:

- 1. To maintain the exterior of the Leased Premises [through the City's Department of Public Works] including snow plowing, landscaping, grass cutting, and other maintenance issues. Exterior maintenance does not include tuck pointing of bricks.
- 2. To assist in non-routine maintenance of the interior of the building [through the City's Department of Public Works] including HVAC, electrical, and plumbing systems. Interior maintenance does not include plaster repair to walls or ceilings.

In the event any repairs to be performed by Lessor shall be directly necessitated by negligence or misuse by the Lessee, then the Lessee shall pay all reasonable expenses for such repairs.

Lessee shall promptly notify Lessor of any needed repairs.

Lessor retains the right to sell the naming rights to the building with the proceeds held by the Lessor in a separate account, and designated solely to support the operations, programs and activities undertaken by Lessee. The proceeds shall be released to Lessees for such purposes upon Lessee' request. Any funds remaining unused at the time of the termination of the lease shall be sole property of the Lessor and can be used for any purpose identified by the Lessor. All other naming rights with respect to galleries, rooms, activities, studios, fixtures and other contents of the Leased Premises shall reside with Lessee, and proceeds from such naming rights shall be designated by Lessee in its sole discretion.

#### C. INDEMNIFICATION

Lessee agrees to pay and to defend, indemnify and hold harmless the Lessor from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Lessor, its employees, agents, members, or other persons serving in an advisory capacity to any of them or against the Leased Premises or any portion thereof, arising from: any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof from and after the date hereof; violation by Lessee, its employees, agents, or members, or invitees of any of them, of any environmental law affecting the Leased Premises or any part thereof or the ownership, occupancy or use thereof from and after the date hereof; provided, however, that notwithstanding the foregoing, Lessee shall not have any liability to Lessor for any loss or damage arising out of acts of Lessor, or persons under the control or direction of Lessor, including claims with respect to Lessor's work, or out of any release or threat of release of hazardous substance for which Lessor is responsible; provided, further, notwithstanding anything herein to the contrary, in no event shall the Lessee have any liability or obligation, and the Lessor shall indemnify, defend and hold the Lessee harmless from and against any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof with respect to any event first occurring on or before the commencement of this Lease Agreement. The Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section. The obligations of Lessee under this Section shall survive the Lease Term. The foregoing indemnification

shall not be construed as creating any rights in or conferring any rights to any third parties.

## SECTION FIVE

## LESSEE'S RIGHT TO MAKE IMPROVEMENTS AND ALTERATIONS

Lessee shall have the right to make non-structural alterations or improvements to the portion of the Leased Premises to which it has exclusive and nonexclusive rights. However, all such improvements, alterations, and modifications shall be done at its sole cost and expense and only after Lessee has presented to Lessor a written proposal for such work with appropriate drawings and plans attached. No work shall be commenced prior to written approval by Lessor. In the event Lessor does not give its approval, the decision shall be final and binding.

## **SECTION SIX**

## LESSOR'S RESERVATION OF RIGHTS, LESSEE'S NONEXCLUSIVE USE

The Lessee shall use and occupy the Lease Premises as described above, however, subject to the following:

[none identified]

## **SECTION SEVEN**

#### **DEFAULT**

Lessee shall be in default if it fails to carry out substantially the provisions of this Lease Agreement within thirty (30) days after service by Lessor of written notice to Lessee as provided in Section Nineteen regarding Lessee's failure to fulfill its obligations. In the event the default is not cured within the notice period, Lessor shall have the right to reenter and to take full possession of the Leased Premises, which Lessee agrees to vacate peaceably without claim for damages. Lessee shall be responsible and pay any and all reasonable attorney fees and costs incurred by Lessor in the enforcement of this Lease or removal of Lessee from the Leased Premises.

## SECTION EIGHT

#### **UTILITY PAYMENTS**

Lessee shall pay one hundred (100%) percent of all utility charges directly attributable to the Leased Premises. These amounts include, but are not limited to, electric, natural gas, water, telephone, internet service, security and fire alarm monitoring, and elevator

maintenance. Utilities shall be put in the Lessee's name at the commencement of the lease. These amounts can be paid from proceeds received from rental activity at the Leased Premises.

## **SECTION NINE**

#### COMPENSATION FOR DAMAGE

At the conclusion of the Lease Agreement, Lessee shall pay to Lessor reasonable compensation for any damage to the Leased Premises for which Lessee is responsible, after due allowance is made for damage resulting from ordinary wear and depreciation or from causes beyond Lessee's control.

## **SECTION TEN**

#### RIGHT TO REENTRY

Lessor reserves the right to enter the Lease Premises at all reasonable times for the purpose of viewing or making repairs or improvements on or to the Leased Premises, provided that such entry and activity shall not unreasonably interfere with the occupancy of Lessee.

## **SECTION ELEVEN**

## **GOVERNING LAW**

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

## **SECTION TWELVE**

#### **WAIVERS**

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

## **SECTION THIRTEEN**

#### **TERMINATION**

At the termination of this Lease Agreement, by the terms hereof, by operation of law, or otherwise, Lessee shall remove all of its furniture and furnishings on or before the termination date. Lessee shall leave at the Leased Premises all property owned by Lessor

or third parties. The Lessee shall leave the Leased Premises in substantially the same condition as it was received. Any property that shall be left by Lessee after termination shall be considered abandoned by the Lessee unless prior arrangements are made in writing with Lessor.

## **SECTION FOURTEEN**

## EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## **SECTION FIFTEEN**

## **ENTIRE AGREEMENT**

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

## **SECTION SIXTEEN**

#### MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

## SECTION SEVENTEEN

#### PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

## **SECTION EIGHTEEN**

#### EFFECTIVE DATE

Notwithstanding the date this Lease was executed, this Lease shall be and is effective January 1, 2016.

## **SECTION NINETEEN**

## **NOTICES**

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any such written communication shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary), and shall be deemed sufficient to preserve the rights of the sending party, if either (a) mailed by certified or registered mail, with postage prepaid by sender, or shipped by express courier service, with charges prepaid by sender and receipted for by or on behalf of the intended recipient, in each case to the following address (or to such other address as any party may designate for himself or itself by notice to the other parties given pursuant hereto), or (b) delivered by hand and receipted for by or on behalf of the intended recipient:

Lessor: City of Wyandotte

3200 Biddle Avenue Wyandotte, MI 48192

Lessee: Executive Director

Downriver Council for the Arts

81 Chestnut

Wyandotte MI 48192

## **SECTION TWENTY**

#### **BINDING EFFECT**

The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, successors, and assignees of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed their names and affixed their seals the day and year first written above.

WITNESS	City of Wyandotte
	By: The City of Wyandotte Its: Mayor
	By:Robert A. DeSana, Mayor
	By: Lawrence S. Stec, City Clerk
	DOWNRIVER COUNCIL OF THE ARTS
	Ву:
	Erin Suess Director, Downriver Council for the Arts

## CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2016-586

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

UNDER THE DATE OF: December 5, 2016

MOVED BY: Councilperson Miciura

SUPPORTED BY: Councilperson Fricke

BE IT RESOLVED that Council approves the request of the DDA Director and sign this 10-year lease agreement for 81 Chestnut Street for the Downriver Council for the Arts.

BE IT FURTHER RESOLVED that Council authorized Mayor and City Clerk to sign the agreement with a term to expire on September 30, 2026.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on November 21, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

Lawrence S. Stec

City Clerk

## LEASE AGREEMENT

This Lease Agreement is made and executed on the day of December 20, by and between City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan, 48192 referred to as Lessor, and Downriver Council for the Arts, a Michigan nonprofit corporation, referred to as Lessee.

The parties agree as follows:

## **SECTION ONE**

## DEMISE, DESCRIPTION, USE AND CONDITION OF PREMISES

Lessor demises and lets to Lessee, to occupy and to use for arts, cultural and arts-related educational programs and activities, exhibits, studio rental, exhibitions and arts-related office purposes and for no other purposes, the following real estate located in the County of Wayne, State of Michigan, described as follows ("Leased Premises"):

81 Chestnut Street, Wyandotte, Michigan

together with nonexclusive use of parking facilities owned by the City located adjacent to or near the Leased Premises.

Lessor, its agents or others have made no representations or warranties as to the condition or the state of repair of the Leased Premises.-Lessees' acceptance of the Leased Premises is conditioned upon the issuance of a certificate of occupancy from the authorized municipal agency.

#### SECTION TWO

#### **TERM**

The Lessee acknowledges it will be allowed to examine the Leased Premises prior to the commencement of the term of this Lease and knows the condition thereof. The term of this Lease Agreement shall be from October 1, 2016 to September 30, 2026 unless otherwise terminated pursuant to Section Seven. Ninety (90) days prior to the end of the Lease Term, the Lessee may request an extension of the Lease Term and Lessor shall in good faith consider such request (provided however nothing herein contained shall be interpreted to provide Lessee a right to any extension hereof for less than the then market rental value of the Leased Premises), at which time, provided Lessor approves the request, a new Lease Agreement shall be executed.

## **SECTION THREE**

#### RENT

Lessee agrees to pay Lessor a cash rent (prorated accordingly) for the above-described Leased Premises of Nine Thousand, Five Hundred and 0/100 (\$9,500.00) Dollars per year, paid on a quarterly basis on the first day of January, April, July and October.

The rent shall be increased each year commencing January 1, 2018 by using the inflation rate multiplier as set forth in MCL 211.34d (not to exceed five (5%) percent in any given calendar year). The parties agree to use the yearly calculation from the Michigan State Commission Bulletin (which is issued in October or November of each year). The inflation rate multiplier times the current year's rent will provide the rent amount for the next year. (Example: \$9,500 x 1.003 (inflation rate multiplier for 2016) = \$9,528.50 (next year's rent)). The subsequent year's rent would be \$9,528.50 times the next year's inflation rate multiplier, etc...

## **SECTION FOUR**

#### A. LESSEE'S DUTIES IN OPERATING LEASED PREMISES

## Lessee agrees as follows:

- 1. To keep and maintain the interior of the Leased Premises in a condition similar to the condition that it was on the commencement of the Lease Agreement. Except for ordinary wear and loss and/or unavoidable destruction.
- 2. To take proper care of, and to prevent injury to, the Leased Premises.
- 3. To provide janitorial services on a regular basis.
- 4. To prevent all unnecessary waste, loss, or damage to the property or Lessor.
- 5. To keep the Leased Premises neat and orderly.
- 6. To insure all of its personal property; and carry public liability insurance for not less than One Million (\$1,000,000) Dollars per occurrence, and to name Lessor as an additional insured thereon.
- 7. To carry Workmen's Compensation Insurance and Liquor Liability Insurance.
- 8. Not to assign this Lease Agreement or sublet any part of the Leased Premises without the written consent of the Lessor except for the purpose of renting space to artists or users of the facility consistent with the purpose of operating an arts center. Note that the Lessee shall be responsible for any real property taxes if the property is considered taxable.
- 9. Not to erect signs without first obtaining prior written consent of Lessor.
- 10. Not to permit or allow smoking, the use of alcohol, drugs, or tobacco on the Leased Premises except upon the receipt of all necessary permits allowing such activity.

- 11. To develop and implement a marketing plan for the Leased Premises to be presented to the Lessor within thirty (30) days of commencement of the lease term.
- <u>12. To provide a minimal public access to the Leased Premises of (8) eight hours a day, six (6) days a week.</u>
  - 13. Coordinate and manage all activities related to the rental of the Leased Premises.
  - 14. Develop fundraising and grant writing services for the purpose of supplementing the cost of maintaining and improving the Leased Premises and the operations that occur within. Lessor acknowledges and agrees that Lessee will also engage in fundraising, including but not limited to grants, donations, gifts, events and programs and the like, to support Lessee's operations and the arts programming and activities that are the intended purpose of Lessee's occupation of the Leased Premises, and that without such fundraising efforts, Lessee cannot meet its mission and carry out such programming and activities.
  - 15. To develop and implement all programming at the Leased Premises [including a web presence].
  - 16. Provide quarterly financial reports to the Lessor and provide access to all financial records associated with activities at the Leased Premises.
  - 17. Provide security for building and events.
  - 18. Provide annual activity reports to the Lessor or more frequently upon request.
  - 19. Provide free use of the facility by the City of Wyandotte ("City") for events or presentations when a minimum sixty (60) day notice is provided by the City. The City will make every attempt to provide at least a ninety (90) day request and understands that no guarantees of facility availability can be made when the request does not meet the longer notice period. Except for the use of the facility, the City will be responsible for all associated costs for these events.
  - 20. Use its best efforts to cause the Leased Premises to be operated and maintained in such a manner that will avoid the occurrence of any event causing the recapture of all or any part of the historic tax credits awarded to Lessor as a result of the rehabilitation of the Leased Premises;

## B. LESSOR'S DUTIES IN OPERATING LEASED PREMISES

## Lessor agrees as follows:

- To maintain the exterior of the Leased Premises [through the City's Department of Public Works] including snow plowing, landscaping, grass cutting, and other maintenance issues. Exterior maintenance does not include tuck pointing of bricks.
- 2. To assist in non-routine maintenance of the interior of the building [through the City's Department of Public Works] including HVAC, electrical, and plumbing systems. Interior maintenance does not include plaster repair to walls or ceilings.

In the event any repairs to be performed by Lessor shall be directly necessitated by negligence or misuse by the Lessee, then the Lessee shall pay all reasonable expenses for such repairs.

Lessee shall promptly notify Lessor of any needed repairs.

Lessor retains the right to sell the naming rights to the building with the proceeds held by the Lessor in a separate account, and designated solely to support the operations, programs and activities undertaken by Lessee. The proceeds shall be released to Lessees for such purposes upon Lessee' request. Any funds remaining unused at the time of the termination of the lease shall be sole property of the Lessor and can be used for any purpose identified by the Lessor. All other naming rights with respect to galleries, rooms, activities, studios, fixtures and other contents of the Leased Premises shall reside with Lessee, and proceeds from such naming rights shall be designated by Lessee in its sole discretion.

## C. INDEMNIFICATION

Lessee agrees to pay and to defend, indemnify and hold harmless the Lessor from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Lessor, its employees, agents, members, or other persons serving in an advisory capacity to any of them or against the Leased Premises or any portion thereof, arising from: any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof from and after the date hereof; violation by Lessee, its employees, agents, or members, or invitees of any of them, of any environmental law affecting the Leased Premises or any part thereof or the ownership, occupancy or use thereof from and after the date hereof; provided, however, that notwithstanding the foregoing, Lessee shall not have any liability to Lessor for any loss or damage arising out of acts of Lessor, or persons under the control or direction of Lessor, including claims with respect to Lessor's work, or out of any release or threat of release of hazardous substance for which Lessor is responsible; provided, further, notwithstanding anything herein to the contrary, in no event shall the Lessee have any liability or obligation, and the Lessor shall indemnify, defend and hold the Lessee harmless from and against any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Leased Premises or otherwise, in each case arising out of the use, possession, ownership, condition or occupation of the Leased Premises or any part thereof with respect to any event first occurring on or before the commencement of this Lease Agreement. The Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section. The obligations of Lessee under this Section shall survive the Lease Term. The foregoing indemnification

shall not be construed as creating any rights in or conferring any rights to any third parties.

## **SECTION FIVE**

## LESSEE'S RIGHT TO MAKE IMPROVEMENTS AND ALTERATIONS

Lessee shall have the right to make non-structural alterations or improvements to the portion of the Leased Premises to which it has exclusive and nonexclusive rights. However, all such improvements, alterations, and modifications shall be done at its sole cost and expense and only after Lessee has presented to Lessor a written proposal for such work with appropriate drawings and plans attached. No work shall be commenced prior to written approval by Lessor. In the event Lessor does not give its approval, the decision shall be final and binding.

## **SECTION SIX**

## LESSOR'S RESERVATION OF RIGHTS, LESSEE'S NONEXCLUSIVE USE

The Lessee shall use and occupy the Lease Premises as described above, however, subject to the following:

[none identified]

## **SECTION SEVEN**

#### **DEFAULT**

Lessee shall be in default if it fails to carry out substantially the provisions of this Lease Agreement within thirty (30) days after service by Lessor of written notice to Lessee as provided in Section Nineteen regarding Lessee's failure to fulfill its obligations. In the event the default is not cured within the notice period, Lessor shall have the right to reenter and to take full possession of the Leased Premises, which Lessee agrees to vacate peaceably without claim for damages. Lessee shall be responsible and pay any and all reasonable attorney fees and costs incurred by Lessor in the enforcement of this Lease or removal of Lessee from the Leased Premises.

## SECTION EIGHT

#### UTILITY PAYMENTS

Lessee shall pay one hundred (100%) percent of all utility charges directly attributable to the Leased Premises. These amounts include, but are not limited to, electric, natural gas, water, telephone, internet service, security and fire alarm monitoring, and elevator

maintenance. Utilities shall be put in the Lessee's name at the commencement of the lease. These amounts can be paid from proceeds received from rental activity at the Leased Premises.

## **SECTION NINE**

#### COMPENSATION FOR DAMAGE

At the conclusion of the Lease Agreement, Lessee shall pay to Lessor reasonable compensation for any damage to the Leased Premises for which Lessee is responsible, after due allowance is made for damage resulting from ordinary wear and depreciation or from causes beyond Lessee's control.

## SECTION TEN

#### RIGHT TO REENTRY

Lessor reserves the right to enter the Lease Premises at all reasonable times for the purpose of viewing or making repairs or improvements on or to the Leased Premises, provided that such entry and activity shall not unreasonably interfere with the occupancy of Lessee.

## SECTION ELEVEN

#### **GOVERNING LAW**

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

## SECTION TWELVE

#### **WAIVERS**

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

#### SECTION THIRTEEN

#### **TERMINATION**

At the termination of this Lease Agreement, by the terms hereof, by operation of law, or otherwise, Lessee shall remove all of its furniture and furnishings on or before the termination date. Lessee shall leave at the Leased Premises all property owned by Lessor

or third parties. The Lessee shall leave the Leased Premises in substantially the same condition as it was received. Any property that shall be left by Lessee after termination shall be considered abandoned by the Lessee unless prior arrangements are made in writing with Lessor.

## SECTION FOURTEEN

## EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## **SECTION FIFTEEN**

#### ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

## **SECTION SIXTEEN**

## MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

## SECTION SEVENTEEN

#### PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

## **SECTION EIGHTEEN**

#### EFFECTIVE DATE

Notwithstanding the date this Lease was executed, this Lease shall be and is effective January 1, 2016.

## SECTION NINETEEN

## NOTICES

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any such written communication shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary), and shall be deemed sufficient to preserve the rights of the sending party, if either (a) mailed by certified or registered mail, with postage prepaid by sender, or shipped by express courier service, with charges prepaid by sender and receipted for by or on behalf of the intended recipient, in each case to the following address (or to such other address as any party may designate for himself or itself by notice to the other parties given pursuant hereto), or (b) delivered by hand and receipted for by or on behalf of the intended recipient:

Lessor:

City of Wyandotte

3200 Biddle Avenue Wyandotte, MI 48192

Lessee:

**Executive Director** 

Downriver Council for the Arts

81 Chestnut

Wyandotte MI 48192

## **SECTION TWENTY**

## **BINDING EFFECT**

The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, successors, and assignees of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed their names and affixed their seals the day and year first written above.

WITNESS

Lynn Campliece

City of Wyandotte

By: The City of Wyandotte

Its: Mayor

Jøseph R. Peterson, Mayor

By: The City of Wyandotte

Its: City Clerk

Lawrence S. Stec, Clerk

DOWNRIVER COUNCIL OF THE ARTS

By:

Erin Suess

Director, Downriver Council for the Arts

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 15

ITEM: Eureka Road Viaduct Landscaping and Maintenance Contract 2022

PRESENTER: Joe Gruber, DDA Director

#### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** Following the DDA and City Council's rejection of the one proposal for Bid File # 4822 EUREKA ROAD VIADUCT MAINTENANCE & CLEANUP SPRING SUMMER – FALL 2022, the DDA presents this proposal from P&P Landscaping.

Upon their detailed review of our desired maintenance specifications, they have submitted a proposal for annual seasonal maintenance of the Eureka Road Viaduct for \$26,693.00 which is attached to this packet.

P&P Landscaping is highly experienced and intimately familiar with the site conditions at the Eureka Road Viaduct. P&P was hired to complete the major overhaul and Phase 1 replanting and maintenance of the Viaduct in 2019, a contract that totaled \$155,000 with the DDA. However, in both 2020 and 2021, P&P Landscape was consecutively outbid by a low-bid contractor who was awarded the maintenance contract for both years, and who ultimately walked away from the contract mid-season 2021 for failure to perform.

**STRATEGIC PLAN/GOALS:** As stated in the City's Mission Statement, "To provide the finest services and the highest quality of life."

ACTION REQUESTED: The DDA Director is requesting Mayor and City Council to concur with the recommendation of the DDA to hire P&P Landscaping for the Eureka Road Viaduct Landscaping and Maintenance Contract for spring, summer and fall of 2022.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Total contract amount of \$26,693.29 to be paid from the DDA Eureka Road Viaduct Expense Account #499-200-850-520

<u>IMPLEMENTATION PLAN:</u> The DDA Director will coordinate with the City Engineer and DPS Superintendent to manage and oversee the Eureka Road Viaduct Landscaping and Maintenance for spring, summer and fall of 2022.

#### LIST OF ATTACHMENTS:

1. P&P Landscaping: Eureka Viaduct Maintenance Proposal 2022

## **RESOLUTION**

Item Number: #15 Date: March 28, 2022

RESOLUTION by Councilperso	n	
Eureka Road Viaduct Landscapii contract amount of \$26,693.29, A	ng and Maintenance Contract AND BE IT FURTHER RES	n the DDA to hire P&P Landscaping for the t for spring, summer and fall of 2022 for the total OLVED, that the City Council hereby authorized ject to review of the contractual terms by the
I move the adoption of the forego	oing resolution.	
MOTION by Councilperson		
SUPPORTED by Councilperson	1	
<b>YEAS</b>	<b>COUNCIL</b>	<u>NAYS</u>
	Alderman	
	Calvin	
	Crayne	
	Hanna	
	Shuryan	

Stec



## **Via Duct Maintenance**

CITY OF WYANDOTTE 32000 BIDDLE AVENUE WYANDOTTE, MICHIGAN 48192 Sales: Phillip Petriw

eureka Via-duct maintenance

Wyandotte, Michigan 48192

Est ID: EST1602793 2022 Email: jgruber@Wyandottemi.gov

**Date:** Feb-23-2022 **Phone:** 734-818-9438

CONTRACT SERVICES Billing Type Season Price
Spring Cleanup Per Season \$1,705.69

Spring cleanup consists of 1st cutting ,removal of debris ,sticks ,leaves ect

lawn maintenance Per Season \$6,036.80

bi weekly lawn cutting, edging ,weed whipping of all lawn areas Starting Approx March 15, 2022-April 15,2022 and ending October 31,2022

5 applications of seasonal fertilizer and weed control

## hand weeding/weed control application /trash pickup

Per Season

\$11,246.00

Starting approx March 15, 2022 -October 1 ,2022 Bi weekly hand weeding of new planting beds and general weeding of all other ground cover and hard surface areas .

4 applications of pre emergent weed control

General trash pickup and disposal

CONTRACT SERVICES Billing Type Season Price tree &shrub trimming Per Season \$5,137.02

3 Monthly tree and shrub / ground cover trimming

1st May 15th

2nd July 15th

3rd September 15th

Fall Clean up Per Season \$1,901.83

Fall cleanup consist of removal of all debris , leaves , sticks and any necessary trimming or edging . Complete preparation for winter .

bond fee	Per Season	\$665.95	
	SubTotal (All Contract Services)	\$26,693.29	
	Taxes	\$0.00	
•	SubTotal (All Contract Services)	\$26,693.29	

The total price of all seasonal services is \$26,693.29 collected in 7 payments of \$3,813.33 per payment (\$3,813.33 after tax).

#### **GROUNDS MAINTENANCE TERMS + CONDITIONS**

- Work done by the Contractor will conform to local codes and applicable government regulations, the Contractor employees have been trained to work safely and are aware of local labor regulations.
- 2. the Contractor is insured for Workman's comp ,public liability and property damage.
- 3. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
- 4. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
  - in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
  - in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
  - c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
- Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
- 6. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
- 7. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
- 8. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$5.00 per gal

#### Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. Provided Contractor submitted the proposed changes prior to making any changes to the client & provided client approved the same in writing. All changes to Work, pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

#### Payment Terms and Conditions

Upon the acceptance of the work, Invoice will be emailed at the end of every month for the service completed that month

- Client has a thirty (30) day review period upon receipt of an invoice to review and pay any invoice. In the event Client has an objection to any portion of an invoice within the thirty (30) day review period, Client shall notify Contractor Inc. in writing and the parties agree to meet to discuss and attempt to resolve the dispute. During said period, there will be no interest accruing or any lien on any property. If the parties cannot resolve the dispute within sixty (60) days of Client's receipt of the invoice, Client shall place the disputed amount in escrow and the parties agree to have mediation on the disputed amount. Any invoice not disputed shall be paid within thirty (30) days of receipt by Client.
- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of
  any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also
  become due and payable until payment.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by:	1	Estimate approved by:	
-	Phillip Petriw	<del>-</del>	
Signature Date:	02/23/2022	Signature Date:	
Email:	PP_Landscaping@yahoo.com		

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 16

ITEM: Fort Eureka Sign Landscaping and Maintenance Contract 2022

PRESENTER: Joe Gruber, DDA Director

## INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** The DDA is responsible for landscaping and maintenance of the Fort Street Eureka Road Electronic Changing sign. This small contract involves the general cleaning of shrubs, flower beds, planting areas, weeding and mulching. The Michigan Department of Transportation is responsible for grass mowing and lawn maintenance in the Fort Street median. Attached for consideration is a proposal from P&P Landscaping, who has performed maintenance on this site for several years. The contract total is \$5,075.29, which is only \$333.20 more than their previous years (\$4,742.09 in 2020 and 2019).

**STRATEGIC PLAN/GOALS:** As stated in the City's Mission Statement, "To provide the finest services and the highest quality of life."

<u>ACTION REQUESTED:</u> The DDA Director is requesting Mayor and City Council to concur with the DDA's recommendation to hire P&P Landscaping for landscaping and maintenance of the Fort Street Eureka Road Electronic Changing sign.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Total contract amount \$5,075.29 to be paid from the DDA Fort Street Sign Maintenance Expense Account #499-200-850-542

<u>IMPLEMENTATION PLAN:</u> The DDA Director will work alongside the City Engineer and Superintendant of DPS to manage the landscaping and maintenance of the Fort Street Eureka Road Sign area.

## LIST OF ATTACHMENTS:

1. Fort Eureka Sign Maintenance 2022

## **RESOLUTION**

Item Number: #16 Date: March 28, 2022

RESOLUTION by Councilpersor	1		
BE IT RESOLVED, that the City Street Eureka Road Electronic Sig 2022 for the total contract amoun hereby authorizes the Mayor and the contractual terms by the Department.	gn Landscaping and Maintena t of \$5,075.29, AND BE IT F City Clerk to accept and sign	nce Contract for spring, URTHER RESOLVED,	summer and fall of that the City Council
I move the adoption of the forego	ing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson			
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		



## Eureka & Fort St Sign Maintenance

CITY OF WYANDOTTE	
3200 BIDDLE AVENUE	
WYANDOTTE, MICHIGAN	48192

Sales:	Phillip	Petriw

Eureka & Fort St Sign-Enhancement

Wyandotte, Michigan 48192

Est ID: EST1604564 Email: jgruber@wyandotte.gov

**Date:** Feb-23-2022 **Phone:** 734-818-9438

	Visits Billing Type	Visit Price	OK
Landscape Bed Maintenance Early Spring	1 Per Visit	\$2,205.22	
General cleanup and weeding			
Delivery and installation of approx 20 yards dy	ed brown mulch supplied	d by DPW	
Edging of landscape bed and disposal of exces	s soils		
Trimming of shrubs			
Application of pre emergent			
Late Spring /Earyl Summer Maintenance	1 Per Visit	\$976.22	
General cleanup and Weeding			
Trimming of shrubs			
Application Of pre emergent			

	visits Billing Type	VISIT Price	OK?
Mid Summer Maintenance	1 Per Visit	\$976.22	
General cleanup and weeding			
Edging of beds			
Application of brown mulch dye to enhan	nce color of existing much		
application of pre emergent			
Fall Cleanup	1 Per Visit	\$917.63	
General cleanup and weeding			
Final Shrub trimming			
Cutting back of perennials			

#### Contract Period:

You hereby employ P & P Landscaping LLC to complete lawn maintenance services at the location(s) stated in this proposal / agreement and according to the scope of the work detailed and priced on the GROUNDS MAINTENANCE PACKAGE PROPOSAL which is attached hereto and forms this Lawn Maintenance Contract., from April 1st (weather permitted) through October 31st . NOTE: for your convenience this is an auto renewing contract. This contract will auto renew & terminate each year on the specified dates underlined above; unless there are changes made to either the pricing/services that would require a new contract signing by both parties or by either party cancelling this contract in writing by USPS or a written request by email.

#### General Conditions:

- I. Any additional work required by you the Client or proposed by P & P Landscaping LLC which is not already specified in this lawn maintenance agreement shall be quoted for separately and when completed added to your account and invoiced.
- II. At the end of every month invoices shall be issued & mailed out no later than 5th of each month. All payments are expected by the due date stated on the invoice. All accounts that are NOT paid and/or received (postmarked) after 30 days shall accrue interest on the balance owed at a rate of 5% per month on such unpaid balances this will become due and payable until paid in full . Returned checks shall incur a \$35 fee. P & P Landscaping LLC reserves the right to suspend services at any time if payments are not made on time.
- III. The act of non-payment creates a lien in favor of P & P Landscaping LLC in any and all equipment, property or information obtained of the client and in the possession of P & P landscaping LLC as well as in the work in progress as at the date of termination . P & P Landscaping shall be at liberty to retain possession of any and all information obtained form the client, equipment, materials & property in the pursuit of said collection of payment from the client until the same pending payment is made in full.
- IV. Notwithstanding anything contained herein to the contrary, the completion date of the work shall be deemed to be extended by that number of days equal to any delays in payment to P & P landscaping LLC.

## Obligations of the P & P Landscaping:

- I. We shall provide all labor, equipment and supplies required to perform the services and to properly maintain your property in a quality, timely and professional manner.
- II. We shall carry general & vehicle liability as well as workman's compensation insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- III. During the mowing season there may be times when we deem it necessary to skip services at your location due to drought, rain etc. and this is done so at our sole discretion. If services cannot be carried out on any specified day because of weather delays, services shall be re-scheduled to the following day or ASAP.

#### Obligations of you the Client:

- I. You need not be present during services and hereby grant permission to P & P Landscaping LLC and shall facilitate entry to access the property on regular scheduled service days.
- II. You shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder P & P Landscaping LLC in performing under this agreement.
- III. All of our equipment is high powered & of commercial grade and can be dangerous. For the safety of all parties

concerned we ask that you please keep all pets secured indoors and keep all individuals including yourself away from the working equipment at all times while the P & P Landscaping LLC crew members are performing services at your property.

IV. When you are requesting to skip a cut you shall notify P & P Landscaping LLC 48 hours in advance of your scheduled service and provide written documentation in the form of an email to (Skipthiscut@gmail.com). Please ONLY include the following information in the email Name & Account Number (in the subject line) \*your account number is found on your invoice\* and the address of the property that you wish to skip (in the compose / letter field). We DO NOT accept phone call or on the spot cancellations. If you do not contact us under these specified conditions, your property will get invoiced for the cut.

V. You shall be responsible for the day-to-day care of the lawn i.e. watering, fertilizing and pest control as recommended by a professional that we may recommend but which is not part of the services outlined in this agreement.

#### Liability:

- I. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to P & P landscaping LLC immediately. The client will hold harmless and indemnify P & P landscaping LLC and all their employees, associates and such for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for failure to do so.
- II. The client will hold harmless and indemnify P & P Landscaping LLC for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following but not limited to incidents resulting in actual, apparent or potential damages or injury;
- a. In any and all cases in which P & P landscaping LLC is restricted at any time by the client from determining/ preforming necessary services at P & P Landscaping LLC sole discretion.
- b. In any and all cases in which damages or injuries to persons or property or claims, actions, liabilities, obligations, costs, expenses, fees, etc., arise as the result of incidents occurring on areas of the property not serviced by P & P Landscaping LLC.
- c. In any and all cases in which the damages or injuries to persons or property or claim, actions, liabilities, obligations, costs, expenses, fees, etc., arise as the result of incidents occurring during times in which P & P Landscaping LLC is restricted from properly accessing, servicing and performing our duties at our sole discretion on/to the property at any point in time. this includes being hindered by obstacles/obstructions such as but not limited to locked gates, fences, debris, vehicles, trucks, trailers, tools, equipment, trash cans, bikes, excessive personal/ business items, unnecessary personnel, staff or persons near areas being serviced, toys, pets, aggressive/hostile persons or animals/insects etc. anything that could potentially be considered an obstacle/ obstruction in the process of us preforming our service duties.
- d. In any and all cases that damages to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, cords, pipes or sprinkler components.
- III. P & P Landscaping LLC shall not be liable for the poor health or lack of performance of turf, shrub, plants, bushes, flowers, grass, seed or trees beyond the scope of the service(s) contracted for, or in any event where you the Client do not provide appropriate or proper care for such forms of indigenous (native) plant life/ flora or the over all biota.

## Whole Agreement:

This maintenance agreement / proposal attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn maintenance agreement / proposal at any time by contacting / notifying the other party.

Assignment:

Governing Law:			
	sion of this Contract be judge	d and governed in accordance with the laws of the State ed by an appropriate court as invalid, it shall not affect a	
	Client's acceptan	ce Initials & date:	
Estimate authorized by:		Estimate approved by:	
	Phillip Petriw		
Signature Date:	02/23/2022	Signature Date:	

PP Landscaping@yahoo.com

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract

without the prior written consent of the other party.

Email:

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 17

ITEM: Extension Amendment to Purchase Agreement: 3131 Biddle Avenue

PRESENTER: Joe Gruber, DDA Director

## INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** In accordance with the Amendment to the Purchase Agreement for 3131 Biddle Avenue signed and executed by the Purchasers and by the Mayor and City Clerk on July 28th, 2021, and further amended on January 10th, 2022, the date of closing for the sale of this property was to occur no later than Friday, April 1st, 2022.

The developer and DDA Director are both mutually requesting an extension of two months (approximately 60 days) with a new proposed closing date to occur on or before Friday, June 3rd, 2022. This will allot an adequate amount of time in order to satisfy the completion and review of various economic development incentives that the City and Developer are pursuing. All other terms and conditions of the agreement will remain the same.

STRATEGIC PLAN/GOALS: This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 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.

<u>ACTION REQUESTED:</u> The DDA Director is requesting City Council to approve the extension of the purchase agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Purchaser/Developer to pay City of Wyandotte \$87,500 (\$100,000 purchase price minus the \$12,500 currently held by the City of Wyandotte) at closing, which shall occur on or before June 3rd, 2022.

<u>IMPLEMENTATION PLAN:</u> DDA Director will facilitate the terms and conditions of the Purchase Agreement and amendments.

## LIST OF ATTACHMENTS:

- 1. Draft Purchase Agreement Amendment 3.28.2022
- 3131-3149 Biddle Avenue RAV Purchase Agreement Exhibit B REVISED Development Schedule 3.28.22
- 3. Purchase Agreement Amendment 1.10.2022

## **RESOLUTION**

Item Number: #17 Date: March 28, 2022

RESOLUTION by Councilperso	on		
the Purchase Agreement for 313	1-3149 Biddle Avenue and Par	extension to the closing date and Amendment rking Lot #4 made between the City of 26th, 2021, and further amended on January	to
AND BE IT FURTHER RESOL and execute this second Amendr		ereby authorizes the Mayor and City Clerk to s nt.	ign
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	ı		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

## AMENDMENT TO PURCHASE AGREEMENT

The following terms and conditions serve as an amendment to the purchase agreement between the City of Wyandotte ("Seller") and Rise Above Ventures ("Purchaser/Developer") for the property located at 3131 Biddle Avenue, 3149 Biddle Avenue and Parking Lot #4 ("The Property") executed on July 26<sup>th</sup>, 2021, and further amended on January 10<sup>th</sup>, 2022,

The Purchaser and Seller both mutually agree to the following terms and conditions:

Closing shall occur no later than Friday, June 3 <sup>rd</sup> , 2022.			
All other terms and conditions of the agreement shall remain the same.			
The undersigned do hereby mutua Amendment to the Purchase Agreem		the terms and conditions listed in the above	
FOR SELLER:		FOR PURCHASER:	
Robert DeSan	a, Mayor	Ron Thomas, 3131 Biddle, LLC.	
Lawrence S	tec, Clerk	Ron Thomas, Rise Above Ventures	

## EXHIBIT B: PROJECT SCHEDULE

	Task	Start Date	Deadlines	Duration (Days)
1	City Council Approval - Right of Entry and Access Agreement, Summary of Findings	Tuesday, October 13, 2020	Thursday, December 31, 2020	79
2	City Council Approval - Negotiate Development Agreement	Tuesday, February 23, 2021	Tuesday, June 22, 2021	119
3	City Council Approval - Execute Development and Purchase Agreement, purchaser/developer submits \$10,000 deposit	Monday, June 21, 2021	Monday, July 26, 2021	35
4	Due Diligence Period Begins	Monday, July 26, 2021	Friday, December 31, 2021	158
4.2	Building Concept and Final Site Plan Approval (Exhibit C)	Monday, July 26, 2021	Monday, December 20, 2021	147
4.3	Initial Pre-Development, Development and Construction Funding and Financing Approval (Exhibit D)	Monday, July 26, 2021	Monday, December 20, 2021	147
4.4	Public Hearing	Monday, July 26, 2021	Monday, December 20, 2021	147
4.5	ORIGINAL Post-Hearing Final Negotiations and Due Diligence Phase	Monday, December 20, 2021	Wednesday, January 19, 2022	30
5	AMENDED Post-Hearing Final Negotiations and Due Diligence Phase	Monday, January 10, 2022	Thursday, September 01, 2022	234
5.2	Purchaser/developer to close sale, final Payment of \$87,500.00 (\$100,000 purchase price less \$12,500 worlt of deposits currently held by the City) transfer title	Monday, January 10, 2022	Friday, June 03, 2022	144
5.3	Site Plan Approval, Construction Documents Approved, Plan Reviews, Building Permits Issued	Monday, January 10, 2022	Thursday, September 01, 2022	234
6	2 Year Construction Begins	Friday, April 01, 2022	Thursday, September 01, 2022	153
7	2 Year Construction Concludes	Monday, March 11, 2024	Tuesday, June 11, 2024	92
8	Final Inspections	Monday, March 11, 2024	Tuesday, June 11, 2024	92
9	Certificates of Occupancy Issued	Monday, March 11, 2024	Tuesday, June 11, 2024	92
	TOTAL PROCESS	Tuesday, October 13, 2020	Saturday, June 01, 2024	1327

## CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2022-8

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, HELD IN COUNCIL CHAMBERS AND VIA VIRTUAL TELECOMMUNICATION METHODS, DUE TO COVID-19 IN ACCORDANCE WITH WAYNE COUNTY LOCAL PUBLIC HEALTH DEPARTMENT "GUIDANCE FOR MEETINGS OF GOVERNMENTAL BODIES HELD UNDER PUBLIC ACT 228 OF 2020", USING THE ZOOM AUDIO PLATFORM.

UNDER THE DATE OF: January 10, 2022

MOVED BY: Councilperson Shuryan SUPPORTED BY: Councilperson Stec

BE IT RESOLVED, that the City Council hereby approves the Amendment to the Purchase Agreement for 3131-3149 Biddle Avenue and Parking Lot #4 made between the City of Wyandotte and Rise Above Ventures originally executed July 26th, 2021, AND

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Mayor and City Clerk to sign and execute the Amendment to the Purchase Agreement.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on January 10, 2022 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

Lawrence S. Stec

City Clerk

## AMENDMENT TO PURCHASE AGREEMENT

The following terms and conditions serve as an amendment to the purchase agreement between the City of Wyandotte ("Seller") and Rise Above Ventures ("Purchaser/Developer") for the property located at 3131 Biddle Avenue, 3149 Biddle Avenue and Parking Lot #4 ("The Property") executed on July 26th, 2021.

The Purchaser and Seller both mutually agree to the following terms and conditions:

## 3. Purchase Price and Payment

a. The parties acknowledge that part of the consideration for establishing the purchase price for one hundred thousand (\$100,000.00) dollars for the property is based upon Purchaser's representation that it will develop the Project in accordance with the terms of the agreement dated July 26th, 2021 on the property to be conveyed to Purchaser.

In the event Purchaser does not obtain a building permit for the specific Project and commence construction of the Project in accordance with the terms of this agreement on or before September 1<sup>st</sup>, 2022, the Seller in its sole discretion may elect to have the property revert to the Seller upon payment of the sum of one hundred thousand (\$100,000.00) dollars from Seller to Buyer within sixty (60) days following the aforementioned deadline of Thursday, September 1<sup>st</sup>, 2022. Any delays caused by Seller, including but not limited to plan review durations beyond two weeks, will extend the Thursday, September 1<sup>st</sup>, 2022 deadline and date upon which Seller can begin the reverting process of purchasing back the Property by an amount of time equal to the duration of the Seller caused delay(s). In the event Seller elects to have the property revert back to the Seller, the Purchaser shall be obligated to convey the property back to the Seller with clear and marketable title by Warranty Deed.

The purchase price will be paid at closing by Purchaser and Seller will deliver a Warranty Deed upon payment of the price. The deed will contain the above stated right of reverter. Closing shall occur no later than Friday, April 1st, 2022.

Purchaser may terminate this agreement, for any reason and in its sole discretion, at any time until Friday, April 1st, 2022. In that event, the deposit shall be returned to Purchaser.

Purchaser will take title to the property as 3131 Biddle LLC.

This amendment is supported by paragraph 11(i) "Further Assurances".

All other terms and conditions of the agreement shall remain the same.

The undersigned do hereby mutually agree to the terms and conditions listed in the above Amendment to the Purchase Agreement.

FOR SELLER:

Robert DeSana, Mayor

Lawrence Stec. Clerk

DeSana, Mayor

Ron Thomas, 3131 Biddle, LLC.

Ron Thomas, Rise Above Ventures

FOR PURCHASER

## EXHIBIT B: PROJECT SCHEDULE

	Task	Start Date	Deadlines	Duration (Days)
1	City Council Approval - Right of Entry and Access Agreement, Summary of Findings	Tuesday, October 13, 2020	Thursday, December 31, 2020	79
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4	Due Diligence Period Begins	Monday, July 26, 2021	Friday, December 31, 2021	158
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5	AMENDED Post-Hearing Final Negotiations and Due Diligence Phase	Monday, January 10, 2022	Thursday, September 01, 2022	234
5.2	Purchaser/developer to close sale, final Payment of \$87,500.00 (\$100,000 purchase price less \$12,500 worlt of deposits currently held by the City) transfer title	Monday, January 10, 2022	Friday, April 01, 2022	81
5.3	Site Plan Approval, Construction Documents Approved, Plan Reviews, Building Permits Issued	Monday, January 10, 2022	Thursday, September 01, 2022	234
6	2 Year Construction Begins	Friday, April 01, 2022	Thursday, September 01, 2022	153
7	2 Year Construction Concludes	Monday, March 11, 2024	Tuesday, June 11, 2024	92
8	Final Inspections	Monday, March 11, 2024	Tuesday, June 11, 2024	92
9	Certificates of Occupancy Issued	Monday, March 11, 2024	Tuesday, June 11, 2024	92
	TOTAL PROCESS	Tuesday, October 13, 2020	Saturday, June 01, 2024	1327

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 18

ITEM: Brownfield Plan No. 23: The Federal Building Redevelopment and Downtown East Alley Infrastructure Project

PRESENTER: Joe Gruber, DDA Director

### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** Brownfield Plan No. 23 for the The Federal Building Redevelopment and Downtown East Alley Infrastructure Project demonstrates a private-public partnership between the City of Wyandotte and 3131 Biddle LLC, the Purchasers and Developers of the former Wyandotte City Hall. The plan consists of a series of both public and private eligible Brownfield Activities that will be conducted by City and the Developer, respectively.

The Developer proposes to rehabilitate the existing structure while constructing two additional floors atop the building. The mixed-use development of the Federal Building will consist of approximately 36 apartments, 9,000 square feet of commercial space, and a rooftop commercial business. The parking will service private residential, commercial and public users. The estimated total private investment is approximately \$9.9 million.

In an effort to support downtown redevelopment, the DDA is proposing infrastructure improvements to the public right-of-way adjacent and contiguous to the development site. The East Alley Infrastructure project will consist of the removal and relocation of overhead utility lines and utility poles to underground, the reconstruction of alleyways and parking lots, sewer and stormwater enhancements, landscaping and other beautifications. The estimated total public investment is approximately \$3.7 million.

The Developer is seeking a Brownfield Revolving Loan from the Wyandotte Brownfield Redevelopment Authority (WBRA) which will be used for the private eligible Brownfield redevelopment activities and repaid using the future tax increment revenues generated from this redevelopment project. Once the Revolving Loan is repaid to the WBRA, the DDA will be reimbursed for the public eligible Brownfield redevelopment activities for the remainder of the duration of the Brownfield Plan.

The project is not seeking any other tax abatements or certifications. The project is located within the boundaries of the Downtown Development Authority (DDA) and capture for Brownfield Tax Increment Financing shall be governed in accordance with the Interlocal Agreement established between the DDA and WBRA. Capture of two school millages – Local School Operating and the State Education Tax – will require further approval of the Brownfield Plan and Act 381 Work Plan by the Michigan Economic Development Corporation, Michigan Strategic Fund and the Michigan Department of Environmental Quality. The Act 381 Work Plan, Developer Reimbursement Agreement and Brownfield Revolving Loan Agreement will further outline the terms, conditions and schedules for the Brownfield Plan and are scheduled for review and approval by the WBRA on April 5th, 2022.

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

<u>ACTION REQUESTED:</u> The DDA Director is requesting Mayor and City Council to approve the Brownfield Plan No. 23 for the Federal Building Redevelopment and Downtown East Alley Infrastructure Project for implementation by the Wyandotte Brownfield Redevelopment Authority.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Brownfield Plan No. 23 proposes a full 30-year capture of future tax revenues. The 30-year future tax revenues is a projected total of \$4,230,021 which will be reimbursed or paid as follows:

- \$157,367 will be repaid to the State Brownfield Redevelopment Fund as required by the State;
- \$211,501 will be repaid to the WBRA for administrative fees as required by the City;

The remaining \$3,861,152 will be repaid toward the Developer's and DDA's eligible Brownfield activities.

- \$1,242,000 will be repaid to the WBRA for the Developer's private eligible Brownfield activities as required by the Brownfield Revolving Loan Agreement between the WBRA and the Developer.
- \$2,619,152 will be repaid to the DDA 's public eligible Brownfield activities.

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

## LIST OF ATTACHMENTS:

- Brownfield Plan No. 23 Federal Building and Downtown East Alley Project 2022
- 2.15.2022 BRDA Minutes
- 3. Brownfield Plan No. 23 DDA Interlocal Agreement
- 4. Brownfield Plan No. 23 Cover Letter Taxing Jurisdictions
- Brownfield Plan No. 23 Public Notice

# $\underline{\textbf{RESOLUTION}}$

Item Number: #18 Date: March 28, 2022

	Alderman		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
SUPPORTED by Councilperson _			
MOTION by Councilperson			
I move the adoption of the foregoin	g resolution.		
BE IT FURTHER RESOLVED THAT § Plan for Site No. 23 for implementation		yandotte City Council hereby appr	oves the Brownfield
<ol> <li>The Plan meets all of the requirements</li> <li>The proposed method of financing the Michigan Strategic Fund (MSF) and/or I for the project;</li> <li>The costs of the eligible activities project.</li> <li>The amount of the captured taxable values</li> </ol>	e costs of the eligible activities Michigan Economic Developn posed in the Plan are reasonab	s as described in the Plan is feasible ment Corporation (MEDC) approving the and necessary to carry out the pu	ng school tax capture
NOW, THEREFORE, BE IT RESOLVE constitutes a public purpose through the		Council finds that the Brownfield	Plan for Site No. 23
WHEREAS, the WBRA has now submit Wyandotte City Council has conducted a		1 , ,	ncil, and the
WHEREAS, the WBRA has now submit the Plan and the Michigan Economic De Lakes and Energy (EGLE) for review an	velopment Corporation (MED	OC) and Michigan Department of E	nvironment, Great
WHEREAS, on February, 15th 2022, the in the Plan, subject to passage of a resolution property is included with the Plan; and			
WHEREAS, on March 8th, 2022, the W supporting the transfer of tax capture that Redevelopment Authority (the "WBRA' Redevelopment Plan No. 23 (the "Plan") which was approved by the DDA on Ma	tt would otherwise be captured ') to reimburse eligible activiti ) all in accordance with the Int	I by the DDA to the Wyandotte Brokes and other expenses identified in terlocal Agreement between the DD	ownfield Brownfield
WHEREAS, the Wyandotte City Council Public Act 381 of 1996, as amended (the			ent Financing Act,
RESOLUTION by Councilperson _			
		D	ate: March 28, 2022

Calvin Crayne Hanna Shuryan Stec

# CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN #23 FOR
THE FEDERAL BUILDING
REDEVELOPMENT PROJECT
3131 BIDDLE AVENUE
AND
THE DOWNTOWN EAST
ALLEY INFRASTRUCTURE
PROJECT
WYANDOTTE, MICHIGAN

## Prepared by:

3131 Biddle LLC 97 Oak, Suite 101 Wyandotte, MI 48192 Contact Person: Ron Thomas

Jamieson Development Consulting 4495 Lynne Lane Commerce Township, MI 48382 Contact Person: Anne Jamieson-Urena

Phone: 248-762-8701

As adopted by the Wyandotte Brownfield Redevelopment Authority on

February 15, 2022

As adopted by the Wyandotte City Council on March ,2022

## CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT AUTHORITY BROWNFIELD PLAN #23

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#### PROJECT SUMMARY

Project Name: The Federal Building Redevelopment 3131 Biddle Avenue

Type of Eligible

Property:

The property is determined to be "Functionally Obsolete"

Eligible Activities: EGLE Pre-Approved and Due Care Activities, and MSF Non-

Environmental Activities that include Demolition, Hazardous Building Materials abatement, Site Preparation, Infrastructure Improvements, and Preparation and Implementation of a

Brownfield Plan and Act 381 Work Plan

Developer (s) and City/DDA Reimbursable

Costs:

\$3,861,152 (includes eligible activities and contingency)

Years to Complete Reimbursement:

30 Years from start of capture

Estimated Capital Investment:

Approximately \$9.9 million in private investment and \$3.7 million in public infrastructure investment (Including

Acquisition, Hard and Soft Costs)

Project Overview:

This project is a public/private partnership and includes the partial demolition of the former Federal Department Store Building built in the 1940s and most recently used as the City of Wyandotte Municipal offices (late 1960s-2012). The property is comprised of a vacant building and two adjacent lots that will be designated for public and private parking. The obsolete property located in the center of an otherwise well-maintained downtown district is the last large, vacant building in Wyandotte's downtown district, and its redevelopment is thought of as pivotal and vital to the downtown community's advancement. The building currently is 2 stories plus a basement, each a bit under 12,000 square feet, for a total size of 35,000+/- square foot. The redevelopment will be a mixed-use design and addition of two new floors, plus a rooftop bar/restaurant, for a total of 5 stories. The middle 3 stories will be 100% residential, ~36 units in total, most of which will have water views totaling approximately 28,000+/square feet. The main floor will have ~9,000 sq ft of commercial/retail space facing Biddle Avenue, the main throughfare through Wyandotte's downtown. Additionally, the 1st floor will contain a residential tenant lobby. The City/DDA will complete public infrastructure improvements to the adjacent alleys and utility corridors to assist with the facilitation of the private development and to create a vibrant public space with enhanced recreational opportunities including increased pedestrian and bicycle safety and access.

### I. INTRODUCTION

In order to promote the revitalization of environmentally distressed, functionally obsolete, and blighted areas within the boundaries of the City of Wyandotte, Michigan (the "City), the City has established the City of Wyandotte Brownfield Redevelopment Authority (the "WBRA") pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381").

The primary purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of and private investment in certain "brownfield" properties within the City. Inclusion of property within this Plan will facilitate financing of environmental response and other eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "brownfields." By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the WBRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan describes the project to be completed and contains information required by Section 13(2) of Act 381.

### II. GENERAL PROVISIONS

## A. Description of the Eligible Property (Section 13 (2)(h)) and the Project

The property comprising the eligible property consists of 0.69-acre property comprised of one parcel (recently combined in January 2022) known as 3131 Biddle Avenue (formerly real property is located at 3131 and 3149 Biddle Avenue as well as the adjacent public parking lot "Parking Lot #4") in the City of Wyandotte (the "City"), Michigan (the "Property"), see Attachment A. The Property qualifies as "functionally obsolete.

The property is comprised of a vacant building (known as the former City Hall/Federal Department Store Building, developed in the early 1940s) and two adjacent lots, one unimproved and one known as municipal Parking Lot #4 that will both be designated for public and private parking. This functionally obsolete property is located in the center of an otherwise well-maintained downtown district and is the last large, vacant building in Wyandotte's downtown. This redevelopment is thought of as pivotal and vital to the downtown community's advancement. The building currently is 2 stories plus a basement, each ~12,000 square feet, for a total size of 35,000+/- square foot.

In addition, to the private improvements eligible activities include public infrastructure improvements will be included as part of this redevelopment, undertaken by the City and DDA. These improvements will be made along the Alleys located behind the Property from Eureka Road to Elm Street and will incorporate green infrastructure practices and allow for additional access for pedestrian traffic (see Attachment A).

The Property will be conveyed to 3131 Biddle LLC the project developer (the "Developer") at closing subject to a lease between Developer as Landlord and the City as Tenant for the southern fifty percent (50%) of the former parking lot number 4. The lease will contain the following terms:

- 1) The term of the lease will be ninety-nine (99) years.
- 2) The rent will be a one-time payment of \$1.00.
- 3) The leased premises shall be used for public parking.
- 4) Landlord will be responsible for the maintenance (including snow removal), repair, and replacement of the leased premises at Landlord's cost.

The parcels and all real estate property located thereon will comprise the eligible property and is referred to herein as the "Property." Attachment A includes a site map of the Property.

### Parcel information is outlined below.

Address	3131 Biddle Avenue, Wyandotte, MI
Parcel ID	82 57 011 15 0018 300
Property Eligibility	Functionally Obsolete
Owner	City of Wyandotte to sell property to 3131 Biddle LLC
Legal Description	LOTS 18 TO 27 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR SPLIT/COMBINED ON 01/12/2022 FROM 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000

3131 Biddle LLC is the project developer ("Developer") and will acquire the Property in the Spring of 2022. The redevelopment will include addition of two new floors plus a rooftop bar/restaurant, for a total of 5 stories including the basement, and a size upon completion of ~58,000+/- square feet. The middle 3 stories will be 100% residential, ~36 units in total, most of which will have water views of the Detroit River totaling approximately 28,000+/- square feet. The main floor will have ~9,000 sq ft of commercial/retail space facing Biddle Avenue, the main throughfare through Wyandotte's downtown. Additionally, the 1st floor will contain a residential tenant lobby. The basement will be used for tenant storage, and other flex space as necessary to serve the building's occupants. The current site plans are subject to review by the City of Wyandotte and final site plans may vary in size and description based on recommendation from the City.

Additionally, the City/DDA is also party to this Brownfield Plan and Reimbursement Agreement and will be completing public infrastructure improvements to the adjacent and contiguous above ground utilities and Alleys as depicted in Attachments A and B.

Project completion date is dependent on support from local and state municipal agencies approvals of economic development incentives, and site plan approval, but the goal is to commence selective demolition and hazardous building material abatement at the site in the Q3-Q4 of 2022.

Construction of the new mixed-use development including residential units and additional floors will commence in Q4 of 2022 with a projected completion date in Fall of 2024. Construction of the public improvements by the City/DDA will be coordinated with the private development timeline.

The project description provided herein is a summary of the proposed development at the time of the adoption of the Plan. The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project.

All material changes, as determined by WBRA in its sole discretion, to the project description are subject to the approval of the WBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

## B. Basis of Eligibility (Section 13 (2)(h) and Section 2 (o))

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized for a commercial purpose; and (b) the Property is determined to be "functionally obsolete". The building has been determined to be "Functionally Obsolete" by a Michigan Master Assessing Officer (MMAO) (formerly Level IV) as described below.

The building that is the subject of this request, commonly known as 3131 Biddle, is a former retail department store built in 1941, and most recently utilized as Wyandotte City Hall from 1967 to 2015. Improvements in building and land have remained mostly unchanged for over 50 years. The obsolescence is evident in the lack of modernization of electrical, plumbing, and mechanical systems, as well as the poor condition of the basement, floors, walls, and ceiling throughout. The limited windows and doors are very old and inefficient or unusable by todays' standard. In the opinion of the assessor, this property suffers more than 50% functional obsolescence.

C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a), (b)) The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381, because they include Michigan Department of Environment, Great Lakes and Energy (EGLE) Pre-approved Activities and Due Care Activities and Michigan Strategic Fund (MSF) Non-Environmental Activities including: geotechnical engineering, hazardous building material pre-demolition surveys, hazardous building material abatement, site and building demolition, site preparation, infrastructure improvements, and development and preparation of brownfield plan and/or work plan. The eligible activities being undertaken for this redevelopment include public and private improvements and the private Developer and City/DDA are subject to reimbursement of property taxes under this Plan.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the table attached hereto as Table 1 in Attachment B.

The eligible activities described in Attachment B are not exhaustive. Subject to the approval of WBRA staff in writing, additional eligible activities may be carried out at the Property, without requiring an amendment to this Plan, so long as such eligible activities are permitted by Act 381 and the performance of such eligible activities does not exceed the total costs stated in Attachment B.

The Developer and the City/DDA desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the WBRA and used to reimburse the cost of the eligible activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the WBRA, the Developer, and the City/DDA after approval of this Plan (the "Reimbursement Agreement"), to the extent permitted by Act 381.

The Developer/City/DDA acknowledges and agrees that WBRA's obligation to reimburse the Developer/City/DDA for the cost of eligible activities with tax increment revenue derived from Local Taxes, State Taxes or Specific Taxes that are considered Local Taxes, (as these capitalized terms are defined by Act 381) is contingent upon: (i) the Developer/City/DDA receiving approval of each eligible activity cost for state property taxes by the MSF Board and/or the Department of Environment Great Lakes and Energy (EGLE) in an approved Act 381 Work Plan, as may be required pursuant to Act 381. In the event that MSF Board and/or EGLE does not approve specific eligible cost, that cost will be considered for reimbursement from local taxes and the total maximum amount of reimbursement will be adjusted from state property tax capture to local property tax capture.

The costs listed in Attachment B are estimated costs and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property during development. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from available tax increment revenues of the WBRA from the Property shall be governed by the terms of the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment or reimbursement, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in Attachment B. As long as the total costs are not exceeded, line-item costs of eligible activities may be adjusted after the date this Plan is approved by the governing body, to the extent the adjustments do not violate the terms of the approved Michigan Strategic Fund (MSF) Act 381 Work Plan or a Michigan Department of Environment, Great Lakes and Energy (EGLE) Act 381 Work Plan.

# D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section (13)(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))

This Plan provides for the capture of tax increment revenues (TIF) to reimburse the Developer/City/DDA commencing in the 2023 property tax year and continuing through the 2052 property tax year for the costs of eligible activities under this Plan in accordance

with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Plan as Attachment C.

The Property is located in the City of Wyandotte's Downtown Development Authority District (DDA) and the City of Wyandotte Brownfield Redevelopment Authority (WBRA) will enter into an interlocal governmental agreement in order to capture all available property taxes by the WBRA under this Plan in order to facilitate the redevelopment of this property.

Further, the parties subject to reimbursement under this Plan include the Developer, DDA and City.

So, the following assumptions have been considered when creating the Tax Increment Financing tables and available revenue (TIR):

- 1. 2022 is the base year of the Brownfield Plan, and the initial taxable value is \$0.
- 2. The WDDA will enter into a Interlocal agreement with the WBRA to allow for the full tax capture of all allowable property taxes under this Brownfield Plan.
- 3. The WBRA is entering into a Local Brownfield Revolving Fund (LBRF) Loan Agreement with 3131 Biddle LLC, the Developer to offset the cost of the Eligible Activities being undertaken on the Eligible Property up to \$1,242,000.
- 4. The LBRF Loan will be reimbursed utilizing Tax Increment Revenues generated from the redevelopment of the Property.
- 5. The WDDA and/or City will be party to the Reimbursement Agreement for Eligible Activities related to the Public Infrastructure Improvements.
- 6. The school operating, SET and local taxes will be captured to the extent paid.
- 7. Improvements for the parking lots depicted in Attachment A and cost identified in Table 1 as Eligible Activities (Attachment B) will be reimbursed with local only property tax revenue as depicted in the Tax Increment Finance Tables (Attachment C).
- 8. Full 30 Years is available to reimburse the costs of the eligible activities.
- 9. Capture of tax increment revenues (TIR) by the WBRA for Administration and Local Brownfield Revolving Funds (LBRF) and capture by the State of Michigan MEDC/EGLE of TIR for State Brownfield Revolving Funds (SBRF) are included.
- 10. Assumes that all Eligible Activities with the exception of those pre-approved eligible activities in Table 1, will be reviewed and approved by the Michigan Economic Development Corporation (MEDC) Michigan Strategic Fund (MSF) Board and/or the Department of Environment, Great Lakes and Energy (EGLE) under an Act 381 Work Plan.

Tax increments are projected to be captured and applied to (i) reimbursement of eligible activity costs and payment of WBRA administrative and operating expenses, (ii) make deposits into the State Brownfield Redevelopment Fund, and (iii) make deposits into the WBRA's Local Brownfield Revolving Fund, as follows:

		Developer Total Estimated Tax Reimbursement	\$ 3,861,152
		BRA Admin or LBRF Fee Tax Reimbursement	\$ 211,501
Estimated Total Years of Plan: 3	0	State Brownfield Redevelopment Fund Reimbursement	\$ 157,367
			\$ 4,230,021

Developer Maximum Reimbursement	Proportionality	School 8	Local Taxes	Local-Only Taxes	Total
State	36.19%	\$	1,397,204		\$ 1,397,204
Local	63.81%	\$	2,463,948	\$ :-	\$ 2,463,948
TOTAL					
MSF / EGLE	100%	\$	3,861,152	*******************************	\$ 3,861,152
Local only	0%	- <del>1</del> 79	*A	\$ -	\$ 3

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body's resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (3) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body's resolution approving this Plan.

# E. Plan of Financing (Section 13(2)(d)); Maximum Amount of Indebtedness (Section 13(2)(e))

The eligible activities are to be financed solely by the LBRF Loan for the Developer eligible activities and municipal bonds (or other means of funding) for the DDA and City eligible activities. The WBRA will reimburse the LBRF Loan and any bond debt for the cost of approved eligible activities, but only from tax increment revenues generated from the Property.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

Interest is not included as an eligible activity but may be added at a later time to the Reimbursement Agreement to cover any bond debt interest incurred by the DDA/City, provided the total Eligible Activities do not exceed the approved amount under this Plan.

Further, Reimbursements under the Reimbursement Agreement shall not exceed the cost of Eligible Activities permitted under this Plan.

### F. Duration of Plan (Section 13(2)(f))

Subject to Section 13b (16) of Act 381, the beginning date of capture of tax increment revenues for each eligible property shall occur in accordance with the TIF table described in Attachment C. In no event, however, shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished, once all the terms of the Reimbursement Agreement have been fulfilled.
- b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on bonds, if any, issued under Section 17 of Act 381 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated; and all other obligations to which the tax increment revenues are pledged have been paid.

### G. Effective Date of Inclusion in Brownfield Plan

The Property will become a part of this Plan on the date this Plan is approved by the governing body and the Reimbursement Agreement approved by the WBRA.

## H. Displacement/Relocation of Individuals on Eligible Property (Section 13(2)(i-l))

There are no persons or businesses residing on the eligible property and no occupied residences will be acquired or cleared, therefore there will be no displacement or relocation of persons or businesses under this Plan.

## I. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))

The WBRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will consist of all tax increment revenues authorized to be captured and deposited in the LSRRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the WBRA. It may also include funds appropriated or otherwise made available from public or private sources.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at \$211,501. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

## J. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))

The WBRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this

Plan. If the WBRA pays an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

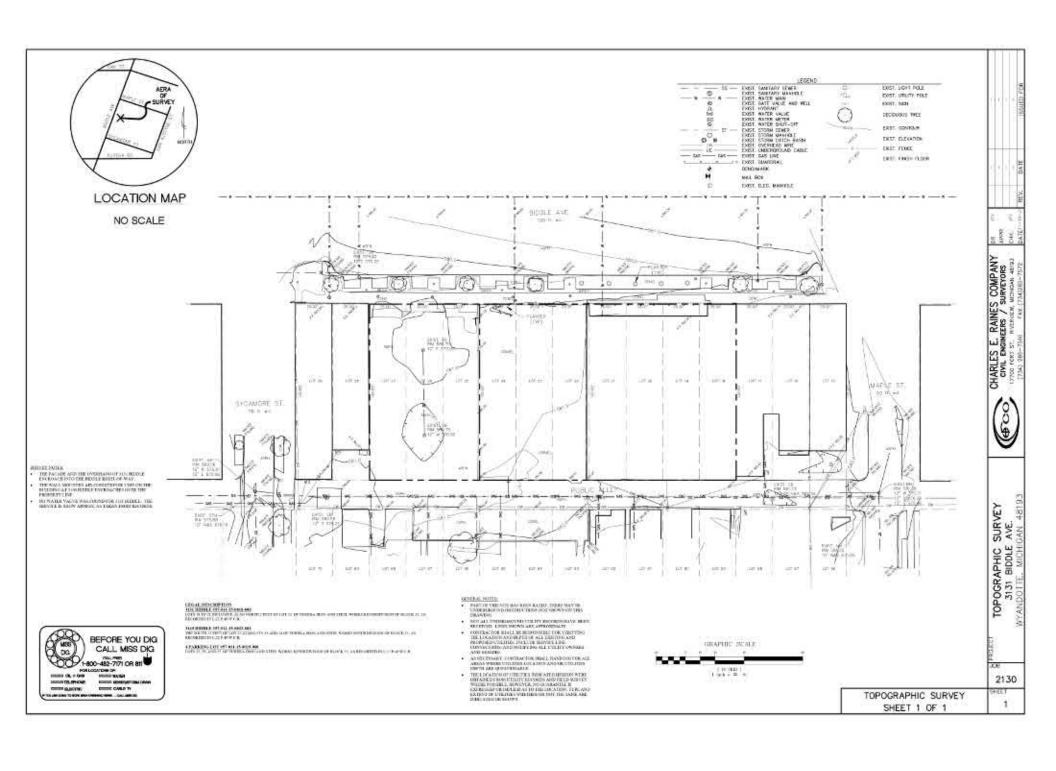
## K. Developer's Obligations, Representations and Warrants

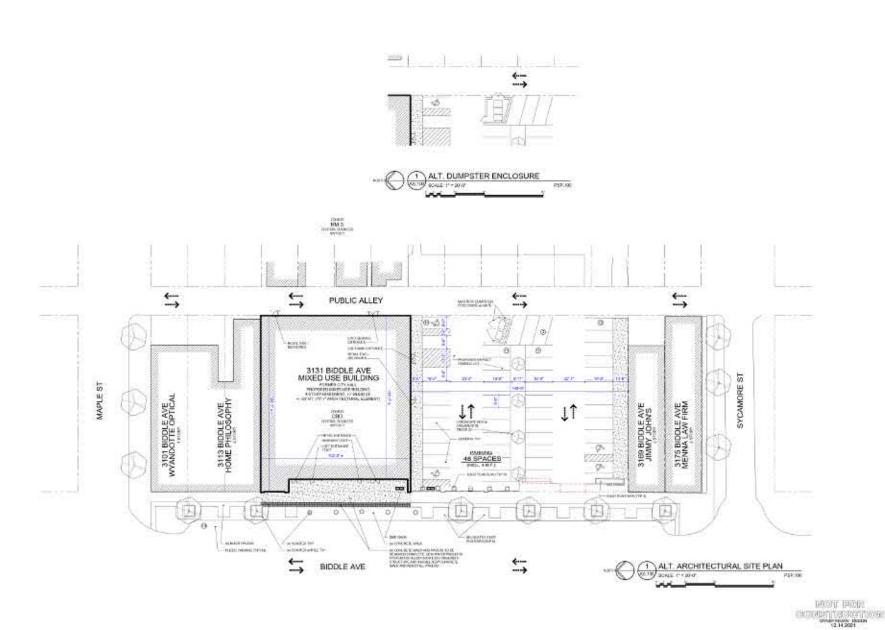
The Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property, in effect at the time this Plan is adopted, and shall use the Property in accordance with this Plan, in place at the time of the adoption of this Plan. The Developer represents and warrants that a Phase I Environmental Site Assessment ("ESA"), a Phase II ESA, Baseline Environmental Assessment, and due care plan, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act (MCL 324.20101 *et seq.*), have been performed on the Property ("Environmental Documents are available upon request").

Except as otherwise agreed to by the WBRA, any breach of a representation or warranty contained in this Plan shall render the Plan invalid, subject to the Developer's reasonable opportunity to cure as described in the Reimbursement Agreement.



# ATTACHMENT A SITE MAPS AND RENDERINGS





FIXPRESSIVE

18800 W 10 WH. 4480 501275000 W 46075 CANADA COM ST

Owner-

RISE ABOVE

NO CASE 27, RUPTE NO ANNA PARTE NO ANNA PARTE NA ANNA PART

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3131

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Omego represe December 14, 2021 Oscientes 19, 2021 Omego represe December 19, 2021 Omego represe October 29, 2021

ISSUE / REMISION DATE

ARCHITECTURAL SITE PLAN

ALT 2 AS.100

# Wyandotte DDA East Alley Improvements

# PROJECT FACT SHEET

# **Project Overview**

As part of a multi-component plan to improve Downtown infrastructure, the Wyandotte Downtown Development Authority (DDA) has an immediate need of improving three alleys east of Biddle Avenue. These improvements will support the private redevelopment of the former City Hall building and will be incorporated into Brownfield Plan #23 – the Federal Building Redevelopment.

This project will reconstruct alleys to make them more attractive for pedestrian use, improve accessibility to commercial businesses and residences, and remove overhead utilities and obstacles. Green infrastructure will also be incorporated to better manage stormwater flows to the City's combined sewer system. Retention will also be added in parking lots and collected in landscaped areas.

Tasks	Cost
Underground Utility Relocation	\$1,214,100
Alley and Lot Reconstruction w/ Green Infrastructure	\$1,903,849
Contingency/Price Escalation	\$498,920
Total Costs	\$3,616,869

Alley/Tasks	Cost
Eureka to Sycamore	\$1,135,495
- Underground Utility Relocation	\$387,000
- Alley and Lot Reconstruction w/ Green Infrastructure	\$591,575
- Contingency/Price Escalation	\$156,620
Sycamore to Maple	\$1,371,105
- Underground Utility Relocation	\$414,050
- Alley and Lot Reconstruction w/ Green Infrastructure	\$767,937
- Contingency/Price Escalation	\$189,118
Maple to Elm	\$1,110,569
- Underground Utility Relocation	\$413,050
- Alley and Lot Reconstruction w/ Green Infrastructure	\$544,337
- Contingency/Price Escalation	\$153,182
Total Costs	\$3,616,869



# ATTACHMENT B TABLE 1 ELIGIBLE ACTIVITIES TABLE

Table 1 - Brownfield Eligible Activit	ies -T	he Federal Buildir	ng -	3131 Biddle, Wyan	dott	e		
EGLE and MSF Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan		Estimated Total Cost of EPA Eligible Activities to be covered Grant			timated Total Cost of LBRF Loan for Developer -TIF Reimbursable Activities	Estimated Total Cost of City / DDA TIF Reimbursable Activities	Completion/Seas on/Year
ECIE Dro. Annual Activitis		Domontus out Suo	-:6:	a Fliaibla Aativitiaa				
EGLE Pre- Approved Activitie Phase I Environmental Site Assessment (ESA)	es and	Department Spe	\$	9/	ı			
Phase II ESA	\$	10,000.00	۲	3,000.00	\$	10,000.00		
Baseline Environmental Assessment (BEA)	\$	3,000.00			\$	3,000.00		
Pre-rehab/demo. Hazardous Building Materials Survey	ې	3,000.00	\$	17,000.00	Ą	3,000.00		
Health and Safety Plan(s)	\$	1,500.00	Ş	17,000.00	\$	1,500.00		
Due Care Planning - evaluation of current conditions	\$	3,500.00			\$	3,500.00		Winter - Spring
Due Care Plan(s) - on site construction management due care plan	-	,			7	-,		2022
Due Care Plan-Pre Development			$\vdash$			-10		
Due Care Plan-Construction Management Plan						-io	-	
Due Care Investigation								
Project Management								
Total - BEA Activities *no contingency already completed	\$	18,000.00	\$	20,000.00	\$	18,000.00		
EGLE Due Care Activities	- A	00 000 00				22 222 22		
Soil/Gas Vapor Mitigation System (GVMS)	\$	99,000.00			\$	99,000.00		
GVMS-Passive Venting System GVMS-Specialized Foundations								
GVMS-Vapor Mitigation Design (incl. EGLE approval)					-			
GVMS-Vapor Barrier Installation - materials and install						-		
- 19			$\vdash$					
GVMS-System Pre and Post-Installation Testing GVMS-Vapor Barrier Installation Oversight								
more to the set of the		7						
Engineering evaluation compaction testing/certification/design and certification of VI system								Summer-
	,	10,000,00			4	10 000 00		Fall/2024
Soil Management-Transportation	\$	10,000.00	$\vdash$		\$	10,000.00 10,000.00		
Soil Management-Disposal Sub Total Due Care Activities	\$ <b>\$</b>	119,000.00			\$ <b>\$</b>	119,000.00		
Contingency	\$	17,850.00	$\vdash$		\$	17,850.00		
Due Care - Project Management	\$	11,900.00	$\vdash$		\$	11,900.00		
and care Troject Management					,	/		
Total - Due Care Activities	\$	148,750.00			\$	148,750.00		
Total EGLE Department Specific Eligible Activities	\$	166,750.00			\$	166,750.00		
MSF	Non	- Environmental I	Elig	ible Activities				

Table 1 - Brownfield Eligible Activit	ties -The Federal Buildin	ng - 3131 Biddle, Wyand	dotte		
EGLE and MSF Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan	Estimated Total Cost of EPA Eligible Activities to be covered Grant	Estimated Total Cost of LBRF Loan for Developer -TIF Reimbursable Activities	Estimated Total Cost of City / DDA TIF Reimbursable Activities	Completion/Seas on/Year
Demolition and Hazardous Building Material Abatement					
Building Demolition (interior, partial building)					
Deconstruction or select demolition of building elements for rehab, internal removal of all building walls, HVAC, plumbing, electrical, roof	\$ 410,000.00		\$ 410,000.00		
Proper Disposal of building content solid waste	\$ 25,000.00		\$ 25,000.00		
Demolition and removal of elevator, equipment and reservoir	\$ 37,500.00		\$ 37,500.00		
Temporary Sheeting/shorting to protect adjacent buildings, structures or improvements during foundation and basement removals	\$ 70,000.00		\$ 70,000.00		
Dewatering during foundation removal	\$ 24,000.00		\$ 24,000.00		
Site Demolition					
Abandoned utilities, parking lots, abandoned foundations, curbs and gutters	\$ 5,000.00		\$ 5,000.00		Summer/Fall
Backfill, compaction, and rough grading in parking lot areas	\$ 12,000.00		\$ 12,000.00		2022
Demolition - Project Management	\$ 58,350.00		\$ 58,350.00		
Lead & Asbestos Surveys and Abatement					
Abatement of ACM, LBP, Mold and Universal Waste Disposal (AST)	\$ 175,000.00		\$ 175,000.00		
On-Site Asbestos and LBP air monitoring during removal activities	\$ 10,000.00		\$ 10,000.00		
Dewatering during basement mold abatement and foundation improvements	\$ 20,000.00		\$ 20,000.00		
Project Management	\$ 23,000.00		\$ 23,000.00		1
Sub Total Demolition and Abatement as allowable under Act 381	\$ 869,850.00		\$ 869,850.00		]
Total - Demolition and Abatement Activities as allowable under Act 381	\$ 869,850.00		\$ 869,850.00		
Site Preparation					
Geotechnical Engineering	\$ 11,000.00		\$ 11,000.00		
Relocation of Existing (Active) Utilities	\$ 12,500.00		\$ 12,500.00		

Table 1 - Brownfield Eligible Activi	ties -T	he Federal Buildir	ng - 3131 Biddle, Wyand	dotte				
EGLE and MSF Eligible Activities	of E	nated Total Cost ligible Activities proved under rownfield Plan	Estimated Total Cost of EPA Eligible Activities to be covered Grant		imated Total Cost f LBRF Loan for Developer -TIF Reimbursable Activities	Estimated Total Cost of City / DDA TIF Reimbursable Activities		Completion/Seas on/Year
Specific and Unique activities related to Special Foundations to support								W: 2022 F-II
rehabilitation of an existing building steel and concrete	\$	85,000.00		\$	85,000.00			Winter 2023 Fall
Temporary Site and Traffic Control (6 months)	\$	12,500.00		\$	12,500.00		,	2023
Site Preparation - Project Management	\$	12,100.00		\$	12,100.00			
Total Site Preparation	\$	133,100.00		\$	133,100.00			
Infrastructure Improvements Landscape in ROW Lighting in ROW	\$	10,000.00 15,000.00		\$	10,000.00 15,000.00			
Public Alley and green infrastructure in parking lots Improvements (City)	\$	1,337,070.00		Y	15,000.00	\$	1,337,070.00	
Public Utilities- Overhead Electrical relocation (City)	\$	1,214,400.00				\$	1,214,400.00	Fall 2024
Sidewalk & Pavers in ROW	\$	7,000.00		\$	7,000.00			
Infrastructure Improvements - Project Management City	\$	17,000.00				\$	17,000.00	
Infrastructure Improvements - Project Management - Developer	\$	3,200.00		\$	3,200.00		3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
Total Infrastructure	\$	2,603,670.00		\$	35,200.00	\$	2,568,470.00	
Contingency on all Non-Environmental Activities	\$	57,782.00		\$	7,100.00	\$	50,682	
Brownfield Plan & Act 381 Work Plan Preparation	Ī							
Brownfield Plan/Act 381 Work Plan Preparation / Project Management	\$	15,000.00		\$	15,000.00			completed 2022
Act 381 Work Plan Implementation / Reimbursement Agreement and associated Project Management and Legal review	\$	15,000.00		\$	15,000.00			Spring/Summer 2022 Spring 2024
Sub Total Brownfield Plan & Act 381 Work Plan Preparation	\$	30,000.00		\$	30,000.00		-	
		4.694 <b>*</b> 13400.6841 (1971).						
Total Estimated Brownfield Activities State and Local Reimbursement	\$	3,861,152.00						
Total Estimated Brownfield Activities	\$	3,861,152.00	\$ 20,000	\$	1,242,000.00	\$	2,619,152.00	

# ATTACHMENT C TAX INCREMENT FINANCE TABLES

# Tax Increment Revenue Capture Estimates The Federal Building

5131 Biddle Avenue City of Wyandotte, Wayne County, Michigan February 2022

	circuscon Latable Am	tue (TV) Increase Rate 1%:									_								_							
		Plan Year	0		1	1.0	2	3	Ι.,	4		5		6	7	L.	8	9	L	10	_	11	12		13	14
		Calendar Year 3 *Base Taxoble Value S	2022		2023	20	24	2025		2025	- 7	1027	2	028	2029	- 3	2030	2031		2032	3	033	2034		2035	2036
				5		\$		\$ -	5		\$		5	andie.	\$	5		5	5		5		5	5		\$
	<u></u>	Estimated New TV 5	-	. 5	950,000	5 1,90	09,500	5 1,928,595	5 1	,947,881	5 1.	967,360	5 1,5	987,033	5 2,006,904	5.2	026,973	5 2,047,242	\$	2,067,715	5 2,0	188,392	5 2,109,27	6 5	2,130,369	5 2,151,6
	Incremental Differe	ence (New TV - Base TV)		s	950,000	\$ 1,90	09,500	\$ 1,928,595	5 1,	,947,881	\$ 1,	967,360	\$ 1,5	987,033	\$ 2,006,904	\$ 2,	,026,973	\$ 2,047,242	\$	2,067,715	\$ 2,0	388,392	5 2,109,27	6 5	2,130,369	\$ 2,151,67
School Capture *no capture	Millage Rate																									
State Education Tax (SET)	6,0000			- 5	5,700	5 1	11,457	\$ 11,572	5	11,687	5	11,804	5	11,922	5 12,041	5	12,162	\$ 12,283	5	12,406	5	12,530	5 12.65	6 5	12,782	5 12,97
School Operating Tax	18,0000			.5	17,100	5 3	34,371	5 34,715	5	35,062	\$	35,412	\$	35,767	5 36,124	5	36,486	\$ 36,850	5	37,219	5	37,591	5 37,96	57 5	38,347	\$ 38,7
School Tota	24.0000			\$	22,800	\$ 4	45,828	\$ 46,286	\$	46,749	\$	47,217	5	47,689	\$ 48,166	5	48,647	\$ 49,134	\$	49,625	\$	50,121	5 50,62	3 5	51,129	\$ 51,64
Local Capture	Millage Bate																									
City Operating	14.7109			5	13,975	5 1	28.090	5 28.371	5	28,655	5	28.942	5	29,231	5 29,523	5	29,819	5 30,117	5	30,418	5	30,722	5 31.02	9 5	31.340	5 31.68
Refuse	2.4564			5	2,334	5	4,690	\$ 4,737	5	4,785	\$	4,833	5	4,881	\$ 4,930	5	4,979	5 5,029	5	5,079	5	5,130	5 5,18	1 5	5,233	5 5.28
Drain O&M	3 1363			5	2,976	5	5,970	5 6,029	5	6,090	5	6,351	S	6,212	5 6,274	5	6,337	5 6,400	5	6,464	5	6,529	5 6.50	4 5	6,660	5 6,7
LIBRARY	1.5243			5	1,448	5	2,911	\$ 2,940	5	2,969	5	2,999	5	3,029	5 3,059	5	3,090	5 3,121	5	3,152	5	3,183	\$ 3.21	15 5	3,247	5 3.21
RESA Operating/Special Ed	3,4643			5	5,291	5	6,615	5 6,681	5	6,748	5	6,816	5	6,884	5 5,953	5	7,022	5 7,092	5	7,163	5	7,285	5 7.30	17 5	7,380	5 7.45
RESA Enhanced	2.0000			5	1,900	5	3,819	5 3,857	5	3,896	5	3,935	5	3,974	5 4,014	5	4,054	\$ 4,094	5	4,135	\$	4,177	\$ 4,21	9 5	4,261	5 4,30
Wayne County Parks	0.2459			5	234	5	470	5 474	5	479	5	484	5	489	5 493	5	498	5 503	5	508	5	514	5 51	9 5	524	5 50
Sinking Fund	1.7500			5	1,663	\$	3,342	\$ 3,375	s	3,409	\$	3,443	\$	3,477	\$ 3,512	5	3,547	5 3,583	5	3,619	5	3,655	5 3,69	1 5	3,728	\$ 3,70
Wayne County Operating	6.6380			.5	6,306	5 1	12,675	5 12,802	5	12,930	5	13,059	5	13,190	5 13,322	5	13,455	5 13,590	S	13,725	5	13,863	5 14,00	1 5	14,141	\$ 14,21
wood	3.2408			5	3,079	5	6,188	5 6,250	S	6,313	\$	6,376	s	6,440	5 5,504	5	6,569	5 6,635	5	6,701	5	6,768	5 5,83	15 5	6,904	5 6,9
HCMA .	0.2104			:5	200	5	402	5 406	5	410	5	414	5	418	5 422	5	426	S 431	5	435	5	439	5 44	4 5	448	5 45
WCTA	0.9991			5	949	5	1,908	5 1,927	5	1,946	5	1,966	\$	1,985	\$ 2,005	5	2,025	5 2,045	\$	2,066	5	2,087	5 2.10	7 5	2,128	5 2,1
lafs	0.9381			5	891	5	1,791	5 1,809	5	1,827	\$	1,846	5	1,864	5 1,883	5	1,902	5 1,921	5	1,940	5	1,959	5 1,90	9 5	1,998	5 2,0
Local Tota	41.3045			5	39,239	5 7	78,871	\$ 79,660	s	80,456	\$	81,261	5	82,073	\$ 82,894	5	83,723	\$ 84,560	\$	85,406	\$	86,260	\$ 87,12	3 \$	87,994	\$ 88,8
Non-Capturable Millages	Millago Rato																									
City Debt (Yack, Police/Court/Central Fire/Amb/Equip.	2.4364			5	2,334	5	4,690	5 4,737	5	4,785	5	4,833	5	4,881	\$ 4,930	5	4,979	5 5,029	5	5,079	5	5,130	5 5.18	3 5	5,233	5 5.28
Zoo	0.1000			5	95	5	191	5 193	5	195	\$	197	5	199	\$ 201	5	203	\$ 205	5	207	\$	209	5 21	1 5	213	5 2
Art Institute	0.2000	ř.		5	190	5	382	5 386	5	390	5	393	5	397	5 401	5	405	5 409	5	414	5	418	5 42	2 5	426	5 4
CITY DEBT	4.0000			5	3,800	5	7,638	5 7,714	\$	7,792	\$	7,869	5	7,948	5 8,028	5	8,108	\$ 8,189	5	8,271	\$	8,354	5 8,43	7 5	8,521	\$ 8,60
Total Non-Capturable Taxe	6.7564			5	6,419	5 1	12,901	5 13,030	5	13,161	\$	13,292	\$	13,425	\$ 13,559	5	13,695	\$ 13,832	5	13,970	\$	14,110	5 14,25	51 5	14,394	\$ 14,5
Total Millages	72.0609																									
		Total Tax Increment Revenue (TIR)																								
	65.3045	Available for Capture   \$		5	62,039	\$ 12	24,699	5 125,946	5	127,205	\$	128,477	5 1	129,762	\$ 131,060	5	132,370	\$ 133,694	\$	135,031	\$ 1	136,381	5 137,74	15 5	139,123	\$ 140,53

# Tax Increment Revenue Capture Estimates The Federal Building.

5131 Biddle Avenue City of Wyandotte, Wayne County, Michigan February 2022

	Estimated Taxable Val	un (TV) Increase Bate 1%:																		
		Plan Year	15	16	17	18	19	20		21	22	23	24	1	25	26	6	27	28	29
		Calendar Year	2037	2038	2039	2040	2041	2042		2043	2044	2045	2046		2047	204	8	2049	2050	2051
		*Base Taxable Value	5 -	5 -	\$ -	5 -	\$ -	\$	- 5	-	\$ -	5 -	5 -	5		5	- 3	5 -	5 -	5 -
		Estimated New TV	5 2,173,189	\$ 2,194,921	\$ 2,216,870	5 2,239,039	5 2,261,425	5 2,284,	044 \$	2,306,884	\$ 2,329,953	\$ 2,353,252	5 2,376,78	5 5	2,400,553	\$ 2,42	4,558 ·	5 2,448,804	5 2,473,292	5 2,473,292
	Incremental Differe	nce (New TV - Base TV)	\$ 2,173,189	\$ 2,194,921	\$ 2,216,870	\$ 2,239,039	5 2,261,429	\$ 2,284,	044 \$	2,306,884	\$ 2,329,953	\$ 2,353,252	\$ 2,376,78	5 5	2,400,553	\$ 2,42	4,558	\$ 2,448,804	\$ 2,473,292	\$ 2,473,292
School Capture *no capture	Millage Rate																			
State Education Tax (SET)	6,0000		\$ 13,039	\$ 13,170	5 13,301	5 13,434	5 13,565	5 13,	704 \$	13,841	\$ 13,980	5 14,120	5 14,26	1 5	14,403	5 1	4,547 5	5 14,693	\$ 14,840	5 14,840
School Operating Tax	18.0000		5 39,117	\$ 39,509	\$ 39,904	5 40,303	5 40,706	5 41,	115 5	41,524	5 41,939	5 42,359	5 42,78	2 5	45,210	5 4	3,642	5 44,078	5 44,519	\$ 44,519
School Total	24,0000		\$ 52,157	\$ 52,678	\$ 53,205	\$ 53,737	\$ 54,27	\$ 54,	817 \$	55,365	\$ 55,919	5 56,478	\$ 57,04	3 5	57,613	\$ 50	8,189	58,771	\$ 59,359	\$ 59,359
Local Capture	Millage Rate																			
City Operating	147109		\$ 31,970	5 32,289	5 32,612	5 32,938	5 33.260	5 33.	600 S	33,936	5 34,276	5 34,618	5 34.96	5 5	35,314	5 3	5,667	5 36,024	5 36,384	5 36,384
Refuse	2,4564		\$ 5,338	5 5,392	\$ 5,446	\$ 5,500	5 5,555	5 5	611 \$	5,667	5 5,723	5 5,781	5 5,83	8 5	5,897	5	5,956 5	6,015	5 6,075	5 6,075
Drain O&M	3 1263		5 6,794	5 6,862	5 6,931	5 7,000	5 7,070	5 7,	141 \$	7,212	5 7,284	5 7,357	\$ 7,43	1 5	7,505	5	7,580 9	7,656	5 7,732	5 7,732
LIBRARY	1.5243		5 3,313	5 3,346	5 3,379	\$ 3,413	5 3,44	5 3	487 5	3,516	5 3,552	5 3,587	\$ 3.62	3 5	3,659	5	3,696 5	5 3,733	\$ 3,770	5 3,770
RESA Operating/Special Ed	3.4643		5 7,529	5 7,604	5 7,680	5 7,757	5 7,8%	5 7	911 5	7,992	5 8,072	5 8,152	5 8,23	4 5	8,316	5	8,399 5	5 8,483	5 8,568	5 8,568
RESA Enhanced	2,0000		5 4,346	5 4,390	5 4,434	5 4,478	5. 4,52	1 5 4	568 \$	4,614	5 4,660	5. 4,707	5 4,75	4 5	4,501	5	4,849 5	5 4,898	\$ 4,947	5 4,947
Wayne County Parks	0.2459		5 534	5 540	5 545	5 551	\$ 550	5	562 \$	567	5 573	5 579	\$ 58	4 5	590	5	596 5	602	5 608	5 608
Sinking fund	1,7500		\$ 3,803	\$ 3,841	\$ 3,880	\$ 3,918	\$ 3,950	\$ 3,	997 \$	4,037	\$ 4,077	5 4,118	\$ 4,15	9 5	4,201	S	4,243 5	5 4,285	\$ 4,328	\$ 4,328
Wayne County Operating	6.6380		\$ 14,426	\$ 14,570	\$ 14,716	5 14,863	5 15,011	\$ 15,	161 5	15,313	\$ 15,466	5 15,621	5 15,77	7.5	15,935	5 1	6,094 5	16,255	5 16,418	5 16,418
WCCC	3.2408		\$ 7,043	5 7,113	5 7,184	5 7,256	5 7,325	5 7	402 \$	7,476	5 7,551	5 7,626	5 7,70	3 5	7,780	5	7,838 5	5 7,936	\$ 8,015	5 8,015
HCMA	0.2104		\$ 457	5 462	\$ 466	\$ 471	5 476	5	481 \$	485	5 490	5 495	5 50	0 5	505	5	510 5	5 515	5 520	5 520
WCTA	0.9991		5 2,171	\$ 2,193	5 2,215	5 2,237	\$ 2,255	5 2,	282 \$	2,305	\$ 2,325	5 2,351	5 2,37	5 5	2,398	5	2,422 5	5 2,447	\$ 2,471	\$ 2,471
Jails	0,9381		\$ 2,039	\$ 2,059	\$ 2,080	5 2,100	5 2,121	5 2	143 \$	2,164	\$ 2,186	5 2,208	5 2,23	0 5	2,252	5	2,274 5	5 2,297	\$ 2,320	5 2,320
Local Total	41,3045		5 89,762	\$ 90,660	\$ 91,567	5 92,482	\$ 93,40	5 94,	341 \$	95,285	\$ 96,238	5 97,200	\$ 98,17	2 5	99,154	\$ 10	0,145	\$ 101,147	\$ 102,158	5 102,158
Non-Capturable Millages	Millage Rate																			
City Debt (Yack, Police/Court/Central Fire/Amb/Equip.	2,4564		S 5,338	5 5,392	\$ 5,446	5 5,500	5 3,555	S 1	611 \$	5,667	5 5,723	5 5,781	5 5.83	8 5	5,897	5	5.956 5	5 6.015	5 6.075	\$ 6,075
200	0.1000		5 217						228 \$	231			7775	8 5	240		282 5			
Art Institute	0.2000		\$ 435						457 \$	461				5 5	480		485 5			
CITY DEBT	4,0000		5 8,693	5 8,780	5 8,867	5 B,956	-5 9,048	5 9.	136 \$	9,228	5 9,320	9,413	\$ 9,50	17 5	9,602	\$	9,698 5	9,795	5 9,893	5 9,893
Total Non-Capturable Taxes	6.7564		5 14,683	\$ 14,830	\$ 14,978	5 15,128	\$ 15,279	\$ 15,	432 5	15,586	5 15,742	5 15,900	5 16,05	9 5	16,219	5 10	6,381 5	\$ 16,545	\$ 16,711	5 16,711
Total Millages	72.0609																			
		Total Tax Increment Revenue (TIR) Available for Capture	\$ 141,919	\$ 143,338	\$ 144,772	5 146,219	5 147,683	\$ 149,	158 \$	150,650	5 152,156	\$ 153,678	5 155,21	5 \$	156,767	\$ 19	8,335	\$ 159,918	\$ 161,517	\$ 161,517

# Tax Increment Revenue Capture Estimates The Federal Building.

5131 Biddle Avenue City of Wyandotte, Wayne County, Michigan February 2022

#### Extracted Tourists their 2000 terms to Bate 100

	Estimated Taxable Va	lus (TV) Increase Bate 1%:				
		Plan Year		30		TOTAL
		Calendar Year		2052	Г	
		*Base Taxable Value	3		ı	
		Estimated New TV	5	2,498,025	L	
	Incremental Differe	ince (New TV - Base TV)	\$	2,498,025	Γ	
School Capture *no capture	Miliage Rate	1			l	
State Education Tax (SET)	6.0000		5	14,988	5	388,643
School Operating Tax	18 0000		5	44,964	12	1,165,928
School Total	24.0000		\$	59,953	-	
Local Capture	Millage Rate			37	ı	
City Operating	14.7109	l.	5	36,748	5	952,881
Refuse	2.4564		5	6,136	5	159,110
Drain O&M	3 1263		5	7,810	5	202,502
LIBRARY	1.5243		5	3,808	5	98,735
RESA Operating/Special Ed	1.4643		5	8,654	5	224,396
RESA Enhanced	2 0000		\$	4,996	5	129,548
Wayne County Parks	0.2459		5	614	5	15,928
Sinking Fund	1.7500		5	4,372	5	113,354
Wayne County Operating	6.6380	-	5	16,582	5	429,968
WCCC	3.2408		5	8,096	5	209,919
HCMA	0.2104		5	526	5	13,628
WCTA	0.9991		5	2,496	5	54,716
toils	0.9381	(	\$	2,343	5	60,764
Local Total	41,3045	3	5	103,180		
Non-Capturable Millages	Millage flate					
City Debt (Yack, Police/Court/Central Fire/Amb/Equip.	2.4564	r.	5	6,136	Ś	159,110
200	0.1000	(	5	250	5	6,477
Art Institute	0.2000	3	5	500	5	12,955
CITY DEBT	4.0000		5	9,992	5	259,095
Total Non-Capturable Taxes	6.7564		5	16,878	5	437,638
Total Millages	72,0609	1				
ectors is appropried to	65.3045	Total Tax Increment Revenue (TIR) Available for Capture	s	163,132	5	4,230,021

# Tas Increment Revenue Réimbursement Allocation Table The Federal Soliding 3110 Bidsis City of Wypodomi, Wayne County, MI February, 2022

Developer Meanure Reinbursement	Proportionality	Se	hoo! & Local Twent	Local-Only Taxes		Total
State	36,19%	9	1,397,264		\$	1,397,204
Local	63.81%	5	2,463,948	S 11	5	2,461,546
TOTAL		day	-3/47x332	rieva moneta de	844	and a distance
MSF / EGLE Local gally	100%	5	5,861,157	5	5	1,861,152



	Т	
Developer/City/DDA Yotal Estimated Tax Reimburse	5	3,861,152
BRA Admin or IBRF Fee Tax Reimbursement	5	211,501
State Brownfield Redevelopment Fund	5	157,367
Reimbursement	5	4,230,021

-		0	-1:	2.	2	4	3		7.	1:	9	10	11	12	13	14	18	16
		Mile	ARTHUR DESIGNATION IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO	-2600 PLLINE	2023 (927) (1)	- Difference of	3007	2000 00000	27220000	2000	2011 1 11111	120027-111-1	1012 19-14	diffe contract	1000 COM	2030 1000	2017, 1997	3033
Total State Intremental Revenue	30	- 5	22,500 5	45,628 \$	44,284 5	46,749 5	47,217 \$	47,689 5	46,356 - 3	48,647 \$	42,134 5	49,525 \$	50,121 5	50,623 5	51,129 5	51,640 \$	52,157 \$	52,678
State Brownfield Redecelopment Fund (SDW at SET)	- 4	100	\$,850 S	5,339 6	3,780 5	5,844 5	1,002 5	5,961 . 6	6,071 1	400 1	4,142 6	0.201 9	6,265 5	5,328 5	6,331 5	3,455 \$	6,570 5	5,585
State TIR Available for Reimbursement	5	+ 5	19,950 \$	60,100 5	40,500 5	40,905 5	41,315 \$	41,728 5	42,145 \$	42,566 \$	42,992 5	41,422 5	43,856 \$	44,295 \$	44,738 5	45,885 \$	45,617 5	46,093
Total Local Incremental Rovenue	5		39,239 \$	78,871 \$	79,660 5	80,456 5	81,261 \$	82,073 S	82,854 5	83,723 5	84,560 \$	85,406 5	86,260 \$	87,123 \$	87,994 \$	88,874 \$	89,762 \$	90,660
BRA/LBRF Administrative Fee (5%)	3	- 9	2,102 5	6,235 \$	6,297 5	6,360 5	6,724 5	6,488 5	6,555 3	5,613 5	6,685 5	8,752 5	6,839 5	6.887 5	6,956 5	7/026 5	7/00E 5	7,563
Local TIR Available for Reimburgement	\$	÷ \$	36,137 \$	72,636 \$	73,562 \$	74,096 \$	74,837 5	75,585 \$	76,341 5	77,105 \$	77,076 \$	78,654 \$	78,441 \$	80,235 \$	81,038 \$	83,848 \$	82,667 \$	83,403
Total State & Local TIB Appliable	- 5	+ 8	156,087 \$	112,716 \$	113,861 \$	115,001 5	116,151 5	117,311 \$	TIRAL S	119,671 \$	120,804 \$	122,074 \$	111,297 \$	134,530 \$	135,775 \$	127,033 \$	100,001 \$	139,587
DEVELOPER Saluros																		
DEVELOPER Releaduranment Balance 5 3,86	1,152 5	5,881,252 5	3,805,065 5	3,692,529 \$	3,578,466 5	8,463,465 \$	4.347.328 5	3,230,000 - 5	3,221,534 3	2.991.843 5	2876376 5	2748.859 5	2.625,602   5	2.501.072 \$	2,375,296 5	2,248,765 \$	2,229,560 S	1,990,373

Total Annual Developer Re inbursement		1110	7 ( 100	56,087 5	112.735 8	113,863 5	115,001 - 5	226,252 5	117,818 5	218,489	1195/1 5	220,868 5	122,078 5	225,297 5	44,255 5	115,775 S	127,033 5	128,804 5	225
Total Local Only Reinforsement Balan	nie	- 5		- 5	- 5	- 15	- 15	- 5	- 3	- 100	2 2	13	- 41	77	- 1	137	- 1	131	
Local Tax Rembursement	· FC																		
ocal Only Costs - Non-Environmental	15	- 5	641			- 1			10	- 1				*	- 4	11			
Total MSF Reimbursement Balence		3	3,694,402 5	3,694,402 5	3,692,329 5	3,578,466   5	3,463,465   5	1,347,313   5	3,230,000   5	3,111,514	2,991,843 5	2,870,976 5	2,748,859 5	2,625,602 5	2.501,072   5	2,375,296 5	2,248,263 5	2.119.960   5	1.99
Local Tax Reindau tement	17	9	5		2,073 5	73,362 5	74,096 5	74,837 5	75,585 5	76,341	77,105 5	77,8% 5	78,654 5	79,441 5	80,235   5	81,038 5	81,848 5	82,667 5	- 1
State Tax Reinburnement	100	- 5	300	- 2	- 4	40,500 5	60,905 5	41,715 5	41,738 5	43,345	42,566 5	42,992 5	43,422 5	41,854 5	44,235 5	44,714 5	45,185   5	45,617 5	- 14
MSF Non-Environmental Costs	5	3,694,402 5		3	2,073 5	113,867 3	215,001   5	136,252 3	117,313   5	J18.486 3	119.077 1	230,86¥ S	122,07E 5	131,297 5	234,530 E	225,775 \$	127,012   1	128,306 5	225
Total EGLE Raimburgement Balance		3	266,750 S	210,683   5							100								
Local Tax Reimburgement		- 5	5	36,137 5	70,563		-												
State Tax Reimbursement	N.M.	5	- 1女	19,950 5	40,100	- 13						- 1				- 11:		1.1	
DGLE Everyoneental Costs	5	166,758 5	5.0	56,087 5	110/003														

Contract the Contract to Ministry Print of the St.	ANG FUND	- 05	17.5	- 100	2.15%			200										
BRF Deposits.*		5	- 5	- \$	170.50	- 5	- 5	1.5	- 5		1.711	111	57	115.2	0.75.9	115	11.5	WCJ
State Tex Capture	1.5	- 5	- 4	-13	-15	- 3	- 3	+ 1.6	-13	121	- 5	- 3	- 5	+18	-1.2	- 5	- 5	- 5
Local Tre Capture	5	- 5	- 5	- 5	- 5	- 3	- 5	- 5	-13	- 61	5	- 1.5	- 5	- 5	- 3	- (3	- F	
Total LBRF Capture	SOURCE STATE OF THE PARTY OF TH	- 5	11 Car \$ 10.00		- 5	- 5	- 5	- 5	- 15	7.0	5	- 15	- 5	- 3	- 4	- 5	- 5	

<sup>\*</sup> On to five years of capture for LBRF Disposits after eligible activities are reinthersell. May be taken from EGLE & Local TIR-only.

## Tax Increment Revenue Reimbursement Allocation Table The Federal Suilding

3111 Biddle City of Wysodotte, Wayne County, MI February 2022

		17	30	19	20	21	22.	21	.24	- 25	21	27	28	- 21	39	
		2010	SERVICE CHECKS	1012	2010 COOK	2011	2014	200a ( ) ( ) ( ) ( )	2546, 11, 176, 1	200	2018	2000	2050	-2001	3052	- TOTAL
otal State Incremental Revenue	. 2	53,205 \$	53,737 5	54,274 S	54,817 . \$	55,365 \$	55,919 \$	56,47E S	57,048 \$	57,813 5	58,189 \$	58,771 5	59,359 \$	59,359 5	59,953	5 1,554,
tate Brownfield Redevelopment Fund (S	05 5	6,651 5	6,717 \$	6,784 6	6,852 5	6,901 5	6,990 5	7,060 \$	7,130 \$	7,202					9707	5 157,
State TIR Available for Reimbursement	\$	46,554 \$	47,020 S	47,490 S	47,965 \$	48,445 5	48,929 5	49,418 \$	49,912 5	50,412 \$	58,189 5	58,771 5	59,359 5	59,359 \$	59,953	5 1,397,
otal Local Incremental Revenue	5	91,567 \$	92,482 \$	98,407 \$	94,341 - \$	95,285 \$	96,238 S	97,200 \$	98.172 5	99.154 \$	100.145 \$	101.147 \$	102.158 5	102.158 \$	103.180	5 2,675.
RA/LERF Adventitrative Fee (5%)	5	7,239 5	7,311 S	7,381 5	7,458 5	7,582 5	7,508 S	7.664 5	7.761 5	7,538 \$	7.517 - 5	7.50e S	8.076 3	8.076 5	8.157	5 211,
ocal TIR Available for Relimbursement	\$	84,328 \$	85,171 \$	86,023 \$	86,883 \$	87,752 \$	88,530 \$	00,516 S	90,411 \$	91,515 \$	92,228 \$	93,151 \$	94,082 \$	D4,062 S	95,023	
otal State & Local TIE Available	8	110,000 \$	133,111 \$	111,533 \$	134,348 \$	116,197 \$	137,559 \$	138,910 \$	140,124 \$	161,727 \$	150,418 \$	151,622 \$	153,641 \$	153,441 \$	154,976	5 1,861,
DEVELOPER																
DEVELOPER Reimbursement Beforce	3	1,855,491 5	1,727,300 \$	1,593,788 5	1,458,938 5	1,322,741 5	1,185,183 3	1,046,248 5	905,825 5	764,198 5	613,780 5	461,858 5	308,417 5	154,975 5	(0)	5 8,861,
ISSA Teneroconertal Carts State Tax Reinhussement Local Tax Reinhussement Total EGLE Reinhussement Balance MSF Non-Environmental Costs.		210,867 5	157,101   5	155,615 5	196,868 5	196,597 5	197,559 \$	156,956 5	140,526 5	141,777   5	150,418 5	151,972   \$	193,641 ( 5	253,442   5	154,976	\$ 166 \$ 66 \$ 106 \$
State Tax Reimbursement	5	46,554 5	47,000 \$	\$7,490 5	47,965 5	40,445 5	48,029   6	69,438 5	49,912 5	581,412   5	54,189 5	58,771 5	59,150 5	59,359 5	99,953	5 1,117,
Lincal Tax Reimbursement	5.	84,328 [ 5	85,171 5	86,023 5	86,883   5	67,752 5	88,630   5	89,516 5	90,411 5	91,315 5	92,228 5	93,151 5	94,082 5	94,082 5	95,0231	5 2,357
Total MSF Reimbursoment Balance	5	1.859,491 5	1,727,300 S	1,593,786 \$	L458.938 S	1,322,741 5	1,185,183   5	1,046,248 \$	905,925   3	764,198 5	613,780 5	461,858 5	308,417 5	154,975 \$	100	acres disc
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<sup>&</sup>quot; Up to live years of capture for LBRF Daps

# ATTACHMENT D LETTER DETERMINING FUNCTIONAL OBSOLESCENCE

Grantor Gr	antee			Sale Price	Sale Date	Inst. Type	Ten	ms of Sale	Lik & E	er age	Ver:	ified	Prcnt Trans
Property Address		Clas	s: COMMERC	IAL-IMPROV	E Zoning:	Bu	ilding	g Permit(s)		Date	Number	S	tatus
3131 BIDDLE		School P.R.	ol: WYANDO	TTE CITY S	CHOOL DIS		mmerci re	al - Alteratio		06/2021 05/2021		of the last	OMPLETE OMPLETE
Owner's Name/Address		MAP	#: FORMER	CITY HALL		Co	mmerci	al - Alteratio	on 02/	11/2020	PBLD20-	-0059 C	OMPLETE
CITY OF WYANDOTTE 3200 BIDDLE STE 200 WYANDOTTE MI 48192			202 mproved ublic	2 Est TCV Vacant	7	na ilakanana lawa	-,,,,-,-,-,-,-,-	al - Alteration for Land Table * Fa	7.70	06/2019 ERCIAL	PBLD19-	-0642 C	OMPLETE
Tax Description LOTS 18 TO 27 EUREKA IRON ANI	D STEEL WORKS	D:	mprovement: irt Road ravel Road aved Road	N. C.				e Depth Fron NTOWN 30000 S 0.69 Total	gFt 10.2500				Value 307,500 307,500
RE-SUB T3S R11E L22 P49 WCR SPLIT/COMBINED ON 01/12/2022 15 0018 000, 57 011 15 0022 ( 15 0025 000; Comments/Influences Split/Comb. on 01/12/2022 cor 01/12/2022 edunlap OWNER REQ Parent Parcel(s): 57 011 15 00 Child Parcel(s): 57 011 15 00	mpleted QUEST ; 0018 000, 57 025 000;	S: W: S: E: G: C: S:	torm Sewer idewalk ater ewer lectric as urb treet Ligh tandard Ut nderground	ts ilities									
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The Equalizer. Copyright (c) Licensed To: City of Wyandott					2020		0	0		0			
Wayne, Michigan	v) (3)				2019		0	.0		0			

Parcel Number: 82 57 011 15 0018 300 Jurisdiction: CITY OF WYANDOTTE County: WAYNE

Printed on 01/27/2022

<sup>\*\*\*</sup> Information herein deemed reliable but not guaranteed\*\*\*

#### **OFFICIALS**

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

ASSESSING DEPARTMENT

State Tax Commission Michigan Department of Treasury P.O. Box 30471 Lansing, MI 48909

January 28, 2022

Re: Assessor's Statement of Obsolescence

#### Dear Sir/Madam:

I am the certifying assessor for the City of Wyandotte. The building that is the subject of this request, commonly known as 3131 Biddle, is a former retail department store built in 1941, and most recently utilized as Wyandotte City Hall from 1967 to 2015. Improvements in building and land have remained mostly unchanged for over 50 years. The obsolescence is evident in the lack of modernization of electrical, plumbing, and mechanical systems as well as the poor condition of the basement, floors, walls, and ceiling throughout. The limited windows and doors are very old and inefficient or unusable by today's standards. In the opinion of the assessor, this property suffers more than 50% functional obsolescence.

Sincerely.

City Assessor

#### Unapproved as of 2/15/2022

#### **CITY OF WYANDOTTE**

### MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

### City Council Chambers and VIRTUAL ZOOM AUDIO MEETING

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, February 15, 2022 at 8:42 AM and was held in City Council Chambers <u>and</u> via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders SB 11246, & PA228 of 2020 using the Zoom audio platform.

Roll call produced the following:

BOARD MEMBERS PRESENT: Larry Garmo, Stephanie Badalamenti, Todd Drysdale, Joe Maher, Charles Mix, Paul LaManes and Al Sliwinski

BOARD MEMBERS ABSENT: Melissa Armatis (Excused)

#### Minutes of Previous Meeting (December 21st, 2021)

The minutes of the regular meeting of December 21, 2021, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Maher. The motion passed unanimously with no objections.

**Presentations/Persons in Attendance** - None

Communications/Resolutions -

Resolution by the Wyandotte Brownfield Redevelopment Authority (BRDA) approving Brownfield Plan #23 for the Federal Building redevelopment project at 3131 Biddle Avenue, Wyandotte, Michigan.

Dated: February 15, 2022

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority (BRDA) received a Brownfield Plan for the Federal Building Redevelopment Project at 3131 Biddle Avenue, Wyandotte, Michigan, and

WHEREAS, discussion ensued by the BRDA Board regarding the Brownfield Plan presented; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Brownfield Redevelopment Authority approving Brownfield Plan #23 for the Federal Building Redevelopment Project at 3131 Biddle Avenue, Wyandotte, Michigan.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Maher

SUPPORTED BY MEMBER: Garmo

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
	Armatis	
X	Badalamenti	
X	Drysdale	
X	Garmo	
X	LaManes	
X	Maher	
X	Mix	
X	Sliwinski	
	ABSTAIN: None	
	ABSENT: Armatis (Excused)	
_7_ Yeas; <u>0</u> Nays; _	<u>0</u> Abstention(s)	
Motion _X_ passes; _	fails	

## **Other/Old Business**

None

## **Late Items**

Member Maher expressed condolences for the passing of Ed Ronco.

## **Next Meeting**

The next meeting of the BRDA Board will be held Tuesday, March 15th, 2022 at 8:30 AM.

## **Adjournment**

Motion by Member Badalamenti and Supported by Member Maher for the BRDA meeting to be adjourned at 9:18 AM. The motion passed unanimously with no objections.

Paul L. LaManes, Secretary

#### **OFFICIALS**

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

#### DOWNTOWN DEVELOPMENT AUTHORITY

March 15th, 2022

TO: Wyandotte Brownfield Redevelopment Authority

RE: Brownfield Redevelopment Plan No. 23 - The Federal Building and Downtown East Alleyway Project

Honorable Chairperson and Authority Members:

Since the Authority first approved the proposed Brownfield Redevelopment Plan No. 23 for The Federal Building and Downtown East Alleyway Project on Tuesday, February 15<sup>th</sup>, the DDA and Developers have further planned and compiled the remaining supporting documents for the Plan. The attached Brownfield Redevelopment Plan generally complies with the procedures adopted by the Authority to review and approve plans and the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended.

To summarize, the Developer proposes to rehabilitate the existing building (3131 Biddle Avenue), construct an additional two stories atop the existing structure, and utilize the adjacent two lots (3149 Biddle Avenue and Parking Lot #4) for private and public parking. The project will include 36 new residential units, approximately 9,000 square feet of ground floor commercial space and a roof top commercial activation. Additionally, the City of Wyandotte Downtown Development Authority will be conducting public infrastructure improvements in the areas contiguous and adjacent to the site. The project is estimated to cost \$13.6 million total with \$9.9 million private investment and \$3.7 million of public investment. Included in your packets are detailed site plans, elevations and schematics for the building construction and facilities. As detailed in this plan, this property qualifies as a brownfield because it was used for a commercial purpose and was determined to be functionally obsolete. To assist with addressing the brownfield conditions and associated redevelopment costs, the Developer and DDA are requesting reimbursement for eligible activities identified in the plan, in an amount not to exceed \$3,861,152.00 for the entire 30-year duration of the proposed plan.

The project is located within the boundaries of the Downtown Development Authority (DDA) and capture for Brownfield Tax Increment Financing shall be governed in accordance with the Interlocal Agreement established between the DDA and WBRA as approved by Resolution of the DDA Board on Tuesday, March 8th which is also attached. The developer is also seeking a loan from the Local Brownfield Revolving Fund (LBRF) to be administered by the Brownfield Redevelopment Authority which will be reimbursed to the Authority using the future tax revenues from the project. The Developer's Reimbursement Agreement is attached for review and approval. Capture of two school millages – Local School Operating and the State Education Tax – will require further approval of the Brownfield Plan and Act 381 Work Plan by the Michigan Economic Development Corporation, Michigan Strategic Fund and the Michigan Department of Environment, Great Lakes and Energy.

If the Authority further concurs with the undersigned that the Plan complies with the requirements of the Act and that the proposed Eligible Activities are reasonable, the undersigned recommends adoption of the resolution approving the Plan subject to the conditions specified in the resolution.

Joe Gruber DDA Director

c/o: Todd Drysdale, City Administrator

#### **OFFICIALS**

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

#### DOWNTOWN DEVELOPMENT AUTHORITY

March 15th, 2022

TO: Wyandotte Brownfield Redevelopment Authority

RE: Brownfield Redevelopment Plan No. 23 - The Federal Building and Downtown East Alleyway Project

Honorable Chairperson and Authority Members:

During a regular meeting of the City of Wyandotte: Downtown Development Authority on Tuesday, March 8<sup>th</sup>, 2022, the Board of Directors passed a resolution in support of the Proposed Brownfield Plan and the Interlocal Sharing Agreement between the Wyandotte Brownfield Redevelopment Authority and the Downtown Development Authority for the use and application of the future tax increment outlined in Brownfield Redevelopment Plan No. 23 – The Federal Building and Downtown East Alleyway Project. This resolution reads as follows;

"Motion by A. Majlinger, supported by B. Kozinski to approve the recommendation of the DDA Director and to adopt an interlocal agreement to allow the Wyandotte Brownfield Redevelopment Authority to capture a portion of the increased tax increment for the property located at 3131 Biddle Avenue to redevelop the site as stipulated in the Proposed Brownfield Plan CONTINGENT on the official approval of the interlocal agreement and the entire Brownfield Plan by the Wyandotte Brownfield Redevelopment Authority and the City Council. Roll Call. All in Favor. Motion Carries."

This resolution was passed and this interlocal was approved, as all interlocal agreements are approved, in a case-by-case basis, as stipulated in the original 2014 DDA RBA Interlocal Agreement which is also attached for your review.

Joe Gruber DDA Director

c/o: Todd Drysdale, City Administrator

# CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT AUTHORITY DOWNTOWN DEVELOPMENT AUTHORITY INTERLOCAL AGREEMENT FOR BROWNFIELD REDEVELOPMENT PLAN NO. 23 THE FEDERAL BUILDING AND THE DOWNTOWN EAST ALLEYWAY PROJECT

WHEREAS, the Urban Cooperation Act of 1967, Public Act 7 of 1967, Extra Session, as amended (("Act 7"), provides that a public agency may enter into Interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, the City of Wyandotte Downtown Development Authority ("DDA") was duly established pursuant to Public Act 197 of 1975, as amended ("Act 197"); and

WHEREAS, Act 197 has been amended and recodified as Public Act 57 of 2018, as amended ("Act 57"); and

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority ("BRA") was duly established pursuant to Public Act 381 of 1996, as amended ("Act 381"); and

WHEREAS, the DDA and BRA are each considered a "public agency" under Act 7; and

WHEREAS, the BRA has the authority to pay for eligible activities on eligible property and capture tax increment revenues generated by the levy of property taxes via brownfield plans pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to implement any plan of development in the Downtown District necessary to achieve the purposes of Act 57, including, but not limited to the acquisition, improvement, rehabilitation, and restoration of property, and to capture tax increment revenues generated by the levy of certain taxes on parcels within the Downtown Development Area pursuant to the Development Plan and Tax Increment Financing Plan (the "DDA Plan") as approved by the City Council on May 16, 1988, and as amended on July 21, 2003, and as further amended on February 28<sup>th</sup>, 2022; and

WHEREAS, from time to time the BRA may approve a request or decide itself to approve a brownfield plan for eligible property which lies within the boundary of the DDA Plan; and

WHEREAS, the DDA and BRA desire to enter into a this Interlocal Agreement to provide for the capture and use of the tax increment revenues of the DDA and BRA to pay the costs of Act 381 eligible activities related to brownfield plans approved by the BRA on eligible property which lies within the boundary of the Downtown Development Area.

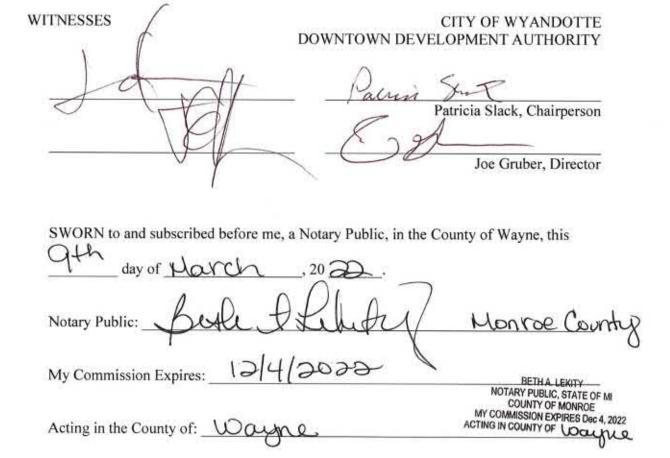
THEREFORE, the parties agree as follows:

- 1. Transfer and Use of Tax Increment Revenues. Upon the execution of this agreement and subject to the terms outlined herein, the tax increment revenues captured by the DDA and BRA which are generated by the levy of ad valorem and specific local taxes on parcels which are identified within an approved Plan shall be transferred to the BRA to pay approved eligible activities, including principal and interest (if applicable) on financing obligations, until such time all obligations and terms of the approved Plan have been satisfied.
- 2. <u>Limitation to Tax Increment Revenues from Property.</u> The DDA and BRA shall only use tax increment revenues generated by the identified eligible property to pay for approved eligible activity costs and other uses authorized by Act 381 and the approved Plan, and neither party shall be required to use other revenues generated by virtue of other properties or projects other than the identified eligible property. For purposes of this Agreement the eligible property is 3131 Biddle Avenue (Tax Parcel ID: 82-57-011-15-0018-300). Upon conclusion or dissolution of the Brownfield Plan, all tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.
- 3. <u>BRA as Agent Under this Agreement.</u> The parties designate the BRA as the agent for collection and disbursement of all tax increment venues generated by the eligible property until such time all negotiations of the approved brownfield plan have been satisfied.
- 4. <u>BRA as Agent Under Development or Reimbursement Agreements.</u> The parties agree to designate the BRA as agent to enforce the terms of any Development or Reimbursement agreements executed with outside parties.
- 5. <u>Effective Date.</u> The Agreement shall commence upon its approval by the legislative bodies of the DDA and BRA and duly executed by their authorized representatives and filed with the County Clerk and Secretary of State of the State of Michigan as required by Act 7.
- 6. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

The BRA and DDA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page(s).

This Agreement was appro	oved by the City of Wyandotte BRA and the Chairperson and
Secretary were authorize	ed to sign this Agreement on the day of
, 20	, and was signed by the Chairperson and Secretary on the
day of	, 20
WITNESSES	CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT AUTHORITY
	Charlie Mix, Chairperson
	Paul LaManes, Secretary
	before me, a Notary Public, in the County of Wayne, this, 20
Notary Public:	
My Commission Expires:	
Acting in the County of:	

This Agreement was approved by the City of Wyandotte DDA and the Chairperson and Director were authorized to sign this Agreement on the 8th day of March, 2022, and was signed by the Chairperson and Director on the 9th day of March, 2022



#### INTERLOCAL AGREEMENT

WHEREAS, the Urban Cooperation Act of 1967, Public Act 7 of 1967, Extra Session, as amended ("Act 7"), provides that a public agency may enter into Interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, the City of Wyandotte Downtown Development Authority ("DDA") was duly established pursuant to Public Act 197 of 1975, as amended ("Act 197"); and

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority ("BRDA") was duly established pursuant to Public Act 381 of 1996, as amended ("Act 381"); and

WHEREAS, the DDA and BRDA are each considered a "public agency" under Act 7; and

WHEREAS, the BRDA has the authority to pay for eligible activities on eligible property and capture tax increment revenues generated by the levy of taxes via brownfield plans pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to implement any plan of development in the downtown district necessary to achieve the purposes of Act 197, including, but not limited to, the acquisition, improvement, rehabilitation, and restoration of property, and to capture tax increment revenues generated by the levy of certain taxes on parcels within the Downtown Development Area pursuant to the Development Plan and Tax Increment Financing Plan (the "DDA Plan") as approved by the City Council on May 16, 1988, and as amended on July 21, 2003; and

WHEREAS, from time to time the BRDA may approve a request or decide itself to approve a brownfield plan for eligible property which lies within the boundary of the DDA Plan; and

WHEREAS, the DDA and BRDA desire to enter into this Interlocal Agreement to provide for the capture and use of the tax increment revenues of the DDA and BRDA to pay the costs of the Act 381 eligible activities related to brownfield plans approved by the BRDA on eligible property which lies within the boundary of the Downtown Development Area.

THEREFORE, the parties agree as follows:

1. Transfer and Use of Tax Increment Revenues. Upon approval by the DDA and BRDA, all the tax increment revenues captured by the DDA and BRDA which are generated by the levy of ad valorem and specific local taxes on parcels which are identified within an approved Act 381 brownfield plan shall be transferred to the BRDA to pay approved eligible activities, including principal and interest on financing obligations, unless the DDA approves transferring less than 100% of the tax increment revenues captured, in which case the percentage approved by the DDA shall be transferred to the BRDA. This action shall only be authorized on an individual project basis, and in each case require an affirmative vote of both the DDA and BRDA. Upon

approval of a specific project, a report of approved eligible activity costs with estimated tax increment revenues to be captured and transferred, and any development or reimbursement agreements shall be placed on file with both the DDA and BRDA.

- 2. <u>Limitation to tax Increment Revenues from Property</u>. The BRDA shall only use tax increment revenues generated by the identified eligible property and transferred by the DDA to the BRDA to pay for approved eligible activity costs and other uses authorized by Act 381 and the approved brownfield plan, and neither party shall be required to use other revenues generated by virtue of other properties or projects other than the identified eligible property. Upon conclusion or dissolution of the brownfield plan, all remaining tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.
- BRDA as Agent Under This Agreement. The parties designate the BRDA as the
  agent for collection and disbursement of all tax increment revenues generated by the
  eligible property until such time all obligations of the approved brownfield plan have
  been satisfied.
- BRDA as Agent Under Development or Reimbursement Agreements. The parties
  agree to designate the BRDA as agent to enforce the terms of any Development or
  Reimbursement agreements executed with outside parties.
- 5. <u>Effective Date</u>. The Agreement shall commence upon its approval by the legislative bodies of the DDA and BRDA and duly executed by their authorized representatives and filed with the County Clerk and Secretary of State of the State of Michigan as required by Act 7.
- Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

The BRDA and DDA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page(s).

and Secretary were authorized	the City of Wyandotte BRDA and the Chairperson to sign this Agreement on the\& day of and was signed by the Chairperson and Secretary
Witnesses:	CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT AUTHORITY
Sooo a Lugdais	Charles L. Mix, Chairperson  Aug Clay  Greg Mayhew Secretary
SWORN To and subscribed be	efore me, a Notary Public, in the County of day of, 20_/4
Notary Public:	ilut
My commission expires:2	43/19
Acting in the County of [ G	CVIII

	ved by the City of Wyandotte DDA and the Chairperson and to sign this Agreement on the day or
	2014, and was signed by the Chairperson and Director
on the 17th day of 20_	<u>14</u> .
Witnesses:	CITY OF WYANDOTTE DOWNTOWN DEVELOPMENT AUTHORITY
and Sadder Ci	Par Sur
	Patt Slack, Chairperson
lava Lum	NODO.
	Natalie Rankine, Director
SWORN To and subscrib	ped before me, a Notary Public, in the County of
Wayne to	his 18 day of <u>March</u> , 2014.
Notary Public:	tel
<b>V</b>	
My commission expires:	NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF WAYNE
	My Commission Expires January 12, 2019
Acting in the County of	

#### **OFFICIALS**

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

#### DOWNTOWN DEVELOPMENT AUTHORITY

March 17th, 2022

## RE: NOTICE OF PUBLIC HEARINGS ON THE ADOPTION OF A BROWNFIELD REDVELOPMENT PLAN

To Whom it May Concern

On Monday, March 28<sup>th</sup>, 2022, 7:00 PM, the Wyandotte City Council shall conduct a Public Hearing at Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on the adoption of a Brownfield Redevelopment and Tax Increment Financing Plan for the former Wyandotte City Hall property (3131 Biddle Avenue), and all adjacent and contiguous public infrastructure.

All pertinent and required information for each of these three public hearings is attached hereto as follows and is being sent for your official receipt and review.

- 1) Notice to All Taxing Jurisdictions: Brownfield Plan No. 23 The Federal Building
- 2) Consolidated Copy of Brownfield Plan No. 23 The Federal Building

Please contact my office (information below) with any questions regarding these items.

Joe Gruber DDA Director

c/o Lawrence Stec, City Clerk

## **CITY OF WYANDOTTE**

NOTICE OF PUBLIC HEARING ON THE ADOPTION OF A BROWNFIELD PLAN PURSUANT TO AND IN ACCORDANCE WITH ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

On Monday, March 28th, 2022, 7:00 PM, the Wyandotte City Council shall conduct a Public Hearing at Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on the adoption of a Brownfield Plan for the City of Wyandotte, within which the Wyandotte Brownfield Redevelopment Authority shall exercise its powers, all pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended. Said Plan has been transmitted by the City of Wyandotte Brownfield Redevelopment Authority for City Council review and approval.

A description of the property to which the Plan applies is as follows:

<u>Property Address:</u> 3131-3149 Biddle Avenue and the adjacent Parking Lot #4, Wyandotte, County of Wayne, State of Michigan, on the East Side of Biddle Avenue (the previous location of the Wyandotte Post Office). Right-of-way adjacent and contiguous to the property is also eligible property.

Property Tax Identification/Parcel Number: 82 57 011 15 0018 300

<u>Legal Description:</u> LOTS 18 TO 27 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR / SPLIT/COMBINED ON 01/12/2022 FROM 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000

A full copy of the proposed Plan, including maps and associated material, is also available for public inspection at the City Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan. Further information may be obtained by contacting Joe Gruber, DDA Director, at 734-324-7298. All aspects of the proposed Plan are open for discussion at the public hearing. 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, Michigan 48192.

Lawrence S. Stec City Clerk

**Publish On: Wednesday, March 2<sup>nd</sup>, 2022** 

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 19

ITEM: SAD #950 - Vehicle Parking Spaces on James DeSana Drive

PRESENTER: Gregory J. Mayhew, City Engineer

#### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** On February 28, 2022, Council was presented with a request from Mr. Ziad Nakad, Silver Shores Banquet and Catering, 1 James DeSana Drive, to pave the east end of James DeSana Drive for vehicle parking purposes.

Mr. Nakad has requested a Special Assessment District (SAD) be established to pay for this project with the understanding that he agrees to pay all the costs associated with the SAD. Mr. Nakad has also requested that SAD be approved for a ten (10) duration with interest at 3%.

Chapter XIV, Subdivision 2, 216. Section 8, of the City Charter, indicates that when the owners of sixty (60) per centum of the frontage of lands, liable to be assessed in any special assessment district, shall petition the Council for any public improvement, the Council shall order such improvement to be made. In other cases, public improvements shall be made at the discretion of the Council. Additionally, 228. Section 20, indicates that the payment may be divided into not more than five (5) installments with an annual interest at a rate not exceeding six (6) per cent.

Council authorized the City Clerk to give notice of a hearing to hear objections to the creation of a Special Assessment District to be held March 28, 2022. Notices were sent to the property owners abutting and benefiting from the paving, along with the estimated cost to be assessed.

This hearing to hear objections was held at the beginning of this Council meeting, and if, after this hearing, the Council determines that it is still advisable and necessary to pave the vehicle parking spaces, the attached resolution has been prepared authorizing construction of the vehicle parking spaces and creation the Special Assessment District #950.

STRATEGIC PLAN/GOALS: This proposed improvement is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that new developments will have a positive impact on the abutting neighborhood, and promotes infrastructure improvements associated with new developments.

ACTION REQUESTED: Adopt the resolution authorizing the construction of vehicle parking spaces on the east right of way of James DeSana Drive, and creating the Special Assessment District #950 to levy the cost of the paving against the benefiting property owners.

<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u> The improvement would be funded from the 2021-22 Fiscal Year Budget Account 249-450-825.461 Sidewalk and Alley Special Assessments (Balance \$67,257) in the amount of \$28,510.46, which would be assessed to Mr. Nakad, 1 James DeSana Drive, Wyandotte, Michigan.

<u>IMPLEMENTATION PLAN:</u> If approved by Council, the resolution would authorize the Engineering and Building Department to construct the improvement.

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

- 1. CITY CHARTER REGARDING SAD
- 2. ESTIMATED COST FOR PARKING
- 3. SITE PLAN

#### RESOLUTION

Item Number: #19 Date: March 28, 2022

RESOLUTION by Councilperson	
RESOLUTION BY COUNCILPERSON _	

RESOLVED BY THE CITY COUNCIL THAT

WHEREAS, it has been determined by this Council to be advisable and necessary to grade and pave vehicle parking spaces hereinafter described, in the City of Wyandotte, and to pay all or a part of the cost thereof by special assessment on the lots, parts of lots, and parcels of land abutting thereon as well as benefiting therefrom, excepting from said assessment, the improvement expense attributable to alley and street intersection, City-owned land, owner occupied single family dwellings, owner occupied multi-family rental dwellings will be assessed in that proportion that the property is used for purposes other than that of the owner occupying same in comparison to the total assessable portion of the entire property, and other property not assessable by law, the expense of which, together with any improvement expenses remaining after the aforesaid assessment, shall be defrayed from the General Fund of the City; and

WHEREAS, the time and place having been fixed for the hearing of objections to the proposed grading and paving of the vehicle parking spaces in the City of Wyandotte, and to pay part of the cost thereof, to-wit:

An eighteen (18) foot wide, one hundred thirty (130) fool long portion of the eastern part of the sixty-nine (69) foot wide public street known as James DeSana Drive, between Biddle Avenue and the property known as 1 James DeSana Drive;

WHEREAS, due notice of said hearing having been given by first class mail in accordance with the statute in such case made and provided; and said hearing having taken place in accordance with said notice as mailed, and \_\_\_\_\_ objections having been brought to the attention of this Council; and

WHEREAS, after such hearing, this Council is of the opinion that said improvement is advisable and necessary, and that it is still deemed advisable and necessary to proceed with said grading and paving,

NOW, THEREFORE, BE IT RESOLVED, that the maps, plans and diagrams of said street improvement and of the special assessment district as hereinafter described to pay part of the cost thereof as evidenced by the Engineer's estimate for such construction accepted by this Council, be approved and confirmed and the improvement constructed accordingly;

1 DeSana Drive, Tax ID # 010-99-0003-701, described as that Part of the North ½ of Fractional Section 28, T. 3 S., R 11 E., described as beginning N14\*03'00"E 96.40 ft and due East 87.86 ft and S75\*28'00"E 216.10 ft from the intersection of the North Line of Mulberry Street and the East Line of Van Alstyne Blvd., thence S1\*01'00"W 418.77 ft, thence N89\*54'00"E 630.48 ft, thence N20\*17'34"E 490.16 ft, thence S86\*34'30"W 681.81 ft, thence N75\*28'00"W 108.07 ft, thence S14\*32'00"W 30.0 ft to the Point of Beginning.

RESOLVED FURTHER that said district be and hereby is designated as follows:

Special Assessment District	Number # 950.		
		to prepare an assessment roll pursuant to the spread over installments at an annua	
AND BE IT FURTHER RESupon any transfer in any matter		levied against real property will be due in fu	ıll
I move the adoption of the fore	going resolution.		
MOTION by Councilperson _			
SUPPORTED by Councilperso	on		
<b>YEAS</b>	COUNCIL	<u>NAYS</u>	
	Alderman Calvin Crayne Hanna		
	Shuryan		

Stec

#### CITY CHARTER

#### **CHAPTER XIV. PUBLIC IMPROVEMENTS**

#### SUBDIVISION 2. SPECIAL ASSESSMENT IMPROVEMENTS

#### Petition.

**216.** Section 8. When the owners of sixty (60) per centum of the frontage of lands, liable to be assessed in any special assessment district, or part of the city which may be constituted a special assessment district, shall petition the council for any public improvement, the council shall order such improvement to be made; provided, however, that the petitioning parties shall have paid in full all taxes, both general and special, assessed against the property owned by them. In other cases public improvements shall be made in the discretion of the council

#### When due; installments, when payable.

**228.** Section 20. Upon the confirmation of any special assessment, the amount thereof may be divided into not more than five (5) installments, one of which shall be collected each year, at such times as the council shall determine, with annual interest at a rate not exceeding six (6) per cent per annum, but the whole assessment after confirmation may be paid to the city treasurer at any time in full, with the accrued interest thereon, provided that no interest shall be charged until thirty (30) days after confirmation. All special assessments, except such installments thereof as the council shall make payable at a future time, as provided in this section, shall be due and payable upon confirmation.

COPIES TO: Contractor Eng. Dept. File City Engineer Peggy

#### CITY OF WYANDOTTE DEPARTMENT OF ENGINEERING 3200 BIDDLE AVENUE, SUITE 200 WYANDOTTE, MICHIGAN 48192

Engineer's Estimate No: Budgetary Estimate Date: February 22, 2022

Contract With: Al's Asphalt Paving Co. Address: 25500 Brest Rd, Taylor, MI 48180 Contract Dated: March 22, 2021

For: File #4800 - 2021 HMA Resurfacing Project

This is a budgetary estimate to construct 15 off street parking spaces on the east side at 1 James Desana Drive.

Pay Item	Plan	Placed	Unit	Rate	Total
1 Cold Milling Surface			SYD	\$1.80	\$0.00
2 Adjust and Seal Catch Basin			EA	\$850.00	\$0.00
3 Adjust and Seal Manhole			EA	\$850.00	\$0.00
4 Adjust Water Shut Off			EA	\$400.00	\$0.00
5 Rebuild Structures			LFT	\$110.00	\$0.00
6 Remove Existing Structure			EA	\$680.00	\$0.00
7 Install New Catch Basin			EA	\$2,400.00	\$0.00
8 Install 6-inch PVC Storm Sewer			LFT	\$45.00	\$0.00
9 Install 8-inch PVC Storm Sewer			LFT	\$70.00	\$0.00
10 Install 10-inch PVC Storm Sewer			LFT	\$70.00	\$0.00
11 Install 12-inch PVC Storm Sewer			LFT	\$70.00	\$0.00
12 Concrete Base Repair			SYD	\$65.00	\$0.00
13 Remove 8-inch Concrete			SYD	\$3.00	\$0.00
14 Place 8-inch Finished Concrete			SYD	\$62.00	\$0.00
15 Subgrade Undercutting		60.0	CYD	\$9.00	\$540.00
16 Undercutting Backfill - 21A Fill Stone		50.0	TON	\$48.00	\$2,400.00
17 Remove and Replace Curb			LFT	\$28.00	\$0.00
18 Remove 4-inch Concrete			SFT	\$1.00	\$0.00
19 Place 4-inch Concrete Sidewalk ADA Ramp			SFT	\$6.80	\$0.00
20 Place 4-inch Concrete			SFT	\$6.50	\$0.00
21 ADA Detectable Warning Surface			LFT	\$40.00	\$0.00
22 Remove Integral Curb		15.0	LFT	\$10.00	\$150.00
23 Replace ADA Integral Curb		170.0	LFT	\$16.00	\$2,720.00
24 Remove 6-inch Concrete			SFT	\$1.00	\$0.00
25 Place 6-inch Concrete		2,500.0	SFT	\$6.75	\$16,875.00

Engineer's Estimate No: Budgetary Estimate

Date: February 22, 2022

Contract With: Al's Asphalt Paving Co.

For: File #4800 - 2021 HMA Resurfacing Project

Pay	7 Item Plan	Placed	Unit	Rate	Total
26 Sawcut Asphalt			LFT	\$1.50	\$0.00
27 Remove Asphalt			SYD	\$8.00	\$0.00
28 HMA Base Course	Patching		TON	\$84.00	\$0.00
29 Surface Preparation	1		SYD	\$1.10	\$0.00
30 Butt Joint			LFT	\$5.00	\$0.00
31 HMA Wearing Cou	ırse - 5E3		TON	\$84.00	\$0.00
32 HMA Leveling Cor	urse - 36A		TON	\$84.00	\$0.00
33 Hand Patch HMA	Wearing Course - 36A		TON	\$84.00	\$0.00
34 Hand Patch HMA	Leveling Course - 13A		TON	\$110.00	\$0.00
35 Driveway Patching			TON	\$200.00	\$0.00
36 Regrade and Sod			SYD	\$12.00	\$0.00
37 Regrade and Seed v	with Mulch Blanket		SYD	\$10.00	\$0.00
38 Traffic Maintenanc	e and Control	0.050	LS	\$14,000.00	\$700.00
39 Clean Up		0.050	LS	\$10,472.00	\$523.60
40 Install New Man H	ole		EA	\$3,500.00	\$0.00
41 Place 6-inch Under	drain		LFT	\$14.00	\$0.00
42 Regrade and Hydro	seed	105.0	SYD	\$14.00	\$1,470.00
43 Pavt Mrkg, Waterb	ourne, 4-inch, Blue		LFT	\$2.00	\$0.00
44 Pavt Mrkg, Waterb	ourne, 4-inch, White	270.0	LFT	\$2.00	\$540.00
45 Pavt Mrkg, Waterb			LFT	\$2.00	\$0.00
	Te	otal Work (	Complet	ed to Date =	\$25,918.60
	Amount of Work Performed To Date	)			\$25,918.60
	Plus 10% Engineering & Inspection				\$2,591.86
	Subtotal				\$28,510.46
	Credit				\$0.00
	<b>Balance Due This Estimate</b>				\$28,510.46
Compiled by: Jesus	s Plasencia	(	Checked	By:	
Gregory J. Mayhew	P.E.		Vendor	#:	11838
202-440-825-460	Major Streets	\$0.00			
203-440-825-460	Local Streets	\$0.00			
492-200-825-460	TIFA Streets - Major	\$0.00			
492-200-825-460	TIFA Streets - Local	\$0.00			
492-200-850-524	TIFA - Parks	\$0.00			
492-200-850-521		\$0.00			
2012 No. 1012 No. 101	SEARCH PROPERTY OF THE PROPERT	00.00			

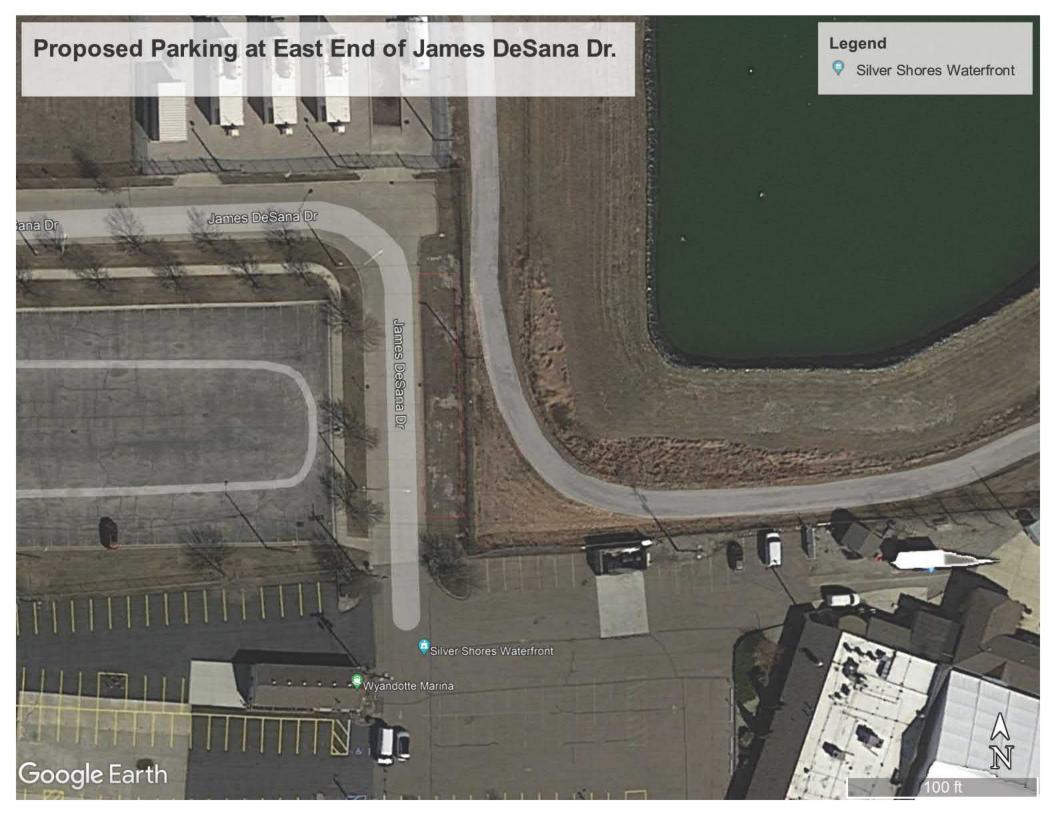
\$0.00

\$0.00

City Hall Maintenance

Total

530-444-825-420



## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 20

ITEM: Sale of Former 899 Vinewood

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: This property was offered for sale in accordance with the Build a Future in Wyandotte Specifications for Acquisition of Vacant Parcels for the Construction of a New Single Family Home (Specifications), which can be found at <a href="https://www.wyandotte.net/FrontDesk/RequestForProposals.asp">www.wyandotte.net/FrontDesk/RequestForProposals.asp</a>. The property was placed on the MLS, a "For Sale" sign was placed on the property, and it was listed on the City's website. This property has been available for purchase since 2008.

It is recommended to sell said lot for \$10,000 to David and Adriana McGee, 28111 Northline Road, Romulus, MI, for the construction of a new single family home consisting of approximately 2,194 square feet, 4 bedrooms, 2.5 baths, attached garage, full basement, wrap around front porch along 9th Street, exterior to be brick the entire first floor with vinyl siding for rest of exterior.

This property will be built to be sold to an owner occupant.

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

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Revenue of \$10,000.00 to be deposited in the TIFA Consolidated Fund (492-000-650-040).

<u>IMPLEMENTATION PLAN:</u> The Neighborhood Services Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Purchase Agreement.

#### LIST OF ATTACHMENTS:

1. 899 Vinewood Purchase Agreement

#### **RESOLUTION**

Item Number: #20 Date: March 28, 2022

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as Former 899 Vinewood to David and Adriana McGee for the amount of \$10,000.00; AND						
of closing and complete coincluding any improvement	onstruction within one (1) year will result in the nts for Eight Thousand (\$8,000.00) Dollars. A	e				
e property known as Forme	er 899 Vinewood, between Mr. and Mrs. McGe					
g resolution.						
COUNCIL	<u>NAYS</u>					
Alderman						
Calvin						
· ·						
Stec						
	Somer 899 Vinewood is hereformer 899 Vinewood is herefor the Council Vinewood is hereformer 899 Vinewo	and Adriana McGee for the amount of \$10,000.00; AND  if the Purchaser(s), Mr. and Mrs. McGee, does not undertake development of closing and complete construction within one (1) year will result in the including any improvements for Eight Thousand (\$8,000.00) Dollars. And that will include this contingency;  LVED that the Mayor and City Clerk are hereby authorized to execute the exproperty known as Former 899 Vinewood, between Mr. and Mrs. McGelloo as presented to the Council.  Grayne  Hanna  Shuryan				

#### OFFER TO PURCHASE REAL ESTATE

Wyando	te
now now as 897 enetian blinds, e	artain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit if any, now on the premises, and to pay therefore the sum of <u>Ten Thousand (\$10,000,00)</u> Dollars, subject doing and use restrictions, casements, and zoning ordinances, if any, upon the following conditions;
	THE SALE TO BE CONSUMMATED BY: A
Cush	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be
Sale	made in cash or certified check.
Cash Sale with New Mortgage	b. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a mortgage in the amount of \$\\$ and pay \$\\$.
	down plus nortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in each or certified check less the amount towing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by
Mortgage	upon which there is unpaid
	the sum of approximately with interest at on the Dollars day of each and every month, which payments DO, DO NOT include prepaid taxes
	and insurance. If the Seller has any accumulated finds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on	D. Payment of the sum of Dollars,
Land Contract	in cash or city check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within cash from the date of Contract in monthly payments of not less than Dollars each, which include interest payments at the rate of per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Lund Contract	If the Seller's title to said land is evidenced by an existing by an existing land contrast with unperformed terms and conditions substantially as above ser forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escroy for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of name.
Evidence of Title	<ol> <li>As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in a amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.</li> </ol>
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Purchaser's Default/ Seller's Default	<ol> <li>In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.</li> </ol>
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaset's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as require above, or (3) to refund the deposit in full fermination of this agreement if unable to remedy the title or obtain ti insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in fullermination of this agreement.
Possession	The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants:     None
	If the Seller occupies the property, it shall be vacated on or before closing
	From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$\begin{align*} NA \\ \text{per day.}  \text{THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$\begin{align*} NA \\ as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller to

t axes and Prorated Items  Broker's Authorization	paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with due date (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.  8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.  9. The seller is hereby authorized to accept this offer and the deposit of \$1,000 Dollars may be held by him under Act No. 112, P.A. of 1960 Sect. 13. (j) and applied on the purchase price if the sale is consummated.
It is exp to complete the p or otherwise unle setting forth the a which statement the Seller. The f this contract with It is fur	ressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated nurchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits ess the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner appraised value of the property for mortgage insurance purpose of not less than \$\frac{1}{2}\$ the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to Purchaser shall, however, have the privilege and the option of proceeding with the consummation of non-regard to the amount of the appraised valuation made by the Federal Housing Commissioner, ther understood between Purchaser and Seller that the additional personal property listed herein has a value
	ints herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of
premises and is s	cution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described satisfied with the physical condition of structures thereon and acknowledges the receipt of a cupy of this offer, of this sale shall take place at the office ofCity Engineer, 3200 Biddle Avenue, Wyandotte
	However, if a new mortgage is being applied for,
	execute said mortgage at the bank or mortgage company from which the mortgage is being obtained itions, if any:
issued by t	g for this Agreement is contingent upon the Purchaser(s) obtaining from Seller(s) the required building permit(s). the Engineering and Building Department, within 120 days from the date of Seller's acceptance of this Agreement for action of an owner occupied single family home, consisting the following features:

- Approximately 2,194 square feet with 4 bedrooms, and 2.5 bath as indicated on Attachment A
- Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance
  with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved
  cover. The basement is also required to have a Backflow Valve, Sump Pump and basement to be plumb for
  future bathroom.
- Yard drain in rear yard required for discharge of sump pump.
- Exterior to be brick on the entire 1st floor with vinyl siding for 2st floor.
- Wrap around front porch along 9th Street.
- · Attached garage not to exceed 3 feet in front of living area of the home.
- Home must meet all current zoning requirements.
- 13. This Agreement is further contingent upon the Purchaser undertaking development within 180 days from date of closing and completing construction (which is defined as obtaining a final Certificate of Occupancy for an owned occupied single family home) within 365 days from the date of closing, "Undertaking development" is defined as: the completion of a basement foundation, walls and backfilling verified by inspection by the Engineering and Building Department pursuant to a building permit issued by the Seller(s) for construction of the home with all of the requirements described in Paragraph 12.

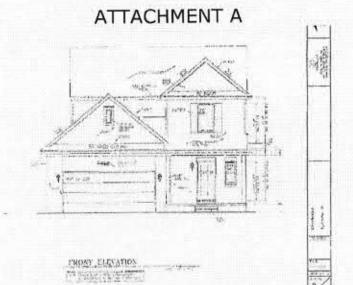
Failure to undertake development within 180 days of closing or complete construction within 365 days as defined above will result in Seller's right to repurchase property including any improvements at the sum of Eight Thousand (\$8,000.00) Dollars (80% of cash payment) herein to be evidence by a recordable document.

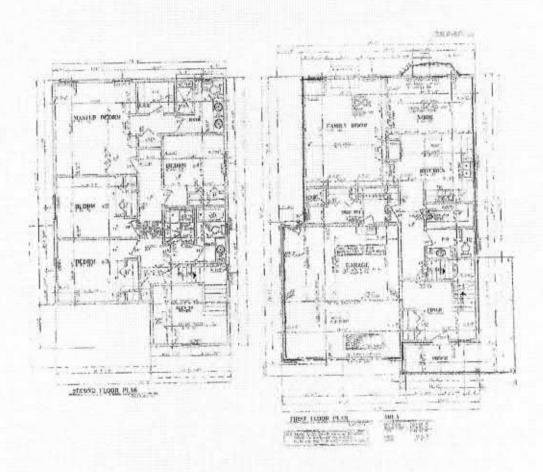
Fine is of the essence in commencing and completing this development, an Irrevocable Letter of Credit in the amount of Five Thousand (\$5,000,00) will be required to be executed by the Purchaser(s) at time of closing. See Attachment B.

- 14. All utilities are required to be underground. Purchaser will provide three (3) duets; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering. Department for approved use. If use is not approved, you must re-tap the main.
- The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Wayne County Mapping Fee. These charges will be paid at closing.
- 16. Dirt shall be removed from the site at the Purchaser's expense. Erosion control methods shall be implemented at the site until turf is established. Purchaser will be required to provide turf establishment before Final Certificate of Occupancy will be issued. (NOTE: Sod. seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.) Purchaser will be required to submit a Certified Survey of final grade before a Final Certificate of Occupancy will be issued.
- 17 The property is being sold in "As Is" condition, without express or implied warranty. Purchaser understands that buildings were removed from the site and the City of Wyandotte accepts no responsibility for underground conditions or environmental conditions of the property.
  - The Purchaser shall be responsible for the complete removal and disposal of any trees or shrubs.
  - The Purchaser shall remove and replace any and all public sidewalk which the City determines does not comply with City guidelines.
  - · Purchaser shall replace all unused drop curbs or damaged curbs with new full height curbs

- 18. Purchaser will be responsible to protect adjoining public and private property from damage during construction. Protection suan be made to control water round? and erosion during construction activities. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.
  - Purchaser(s) will be required to provide turf establishment before Final Certificate of Occupancy will be issued. (NOTE: Sod, seed and mulch blankets or hydro-seed will be acceptable means of turf establishment.)
- 19. A condition of this Agreement is that when the Purchaser sells the home, it must be subject to the home being owner-occupied home for a minimum of five (5) consecutive years from the date of closing and a Deed Restriction enforcing this condition will be placed on the Warranty Deed issued by Purchaser(s) to the new home Buyer.

20,	This Agreement is subject to the approval of the Wyandotte City Council.
22,	The undersigned Purchaser(s) hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase
23.	The requirements of this Agreement shall survive the closing.
Day 281	ind McGee  11 Northline Rund, Romulus, MI 48174  ed: 3-3-22
cn	Y OF WYANDOTTE, Seller
	eph R. Peterson, Mayor Lawrence S. Stec, City Clerk 0 Biddle Avenue, Wyandotte, Michigan 48192
Dat	red:
Leg	gal Department Approval
Pur	PURCHASER'S RECEIPT OF ACCEPTED OFFER  The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to achieve.
Du	tedL.S
	Purchaser





Proposal to Build

2 Story Dwelling

2194 SQ FT

Full Basement

1<sup>31</sup> Floor Full Brick Exterior

Wrap Around Porch

2 Car Attached Garage

#### ATTACHMENT B

## Irrevocable Letter of Credit

Dated: March 3, 2022

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

#### Gentlemen:

By Order of David McGee and Adriana McGee, husband and wife, , Do hereby open an Irrevocable Letter of Credit in favor of the City of Wyandotte, a Michigan Municipal Corporation, for the amount not to exceed the aggregate of U.S. Five Thousand (\$5,000.00) dollars, effective immediately and expiring on the timely compliance of the requirements of all obligations, relative to the performance by David and Adriana McGee under the Purchase Agreement approved by the City of Wyandotte City Council at a meeting on TBD \_\_, for the purpose of commencing construction on or before TBD \_\_ and completing the construction on or before TBD \_\_, at Former 899 Vinewood now known as 897 Vinewood, Wyandotte, Michigan.

Funds under this Letter of Credit shall be deposited with the City of Wyandotte's Treasurer on TBD .

The entire amount of funds will be available for release to Beneficiary when a request is submitted to the City Treasurer accompanied by an "Affidavit of Default" duly signed by the Wyandotte City Engineer (or other person designated via a duly adopted resolution of the Wyandotte City Council), stating that <u>David McGee and Adriana McGee</u>, <u>Husband and Wife</u> ("Purchaser"):

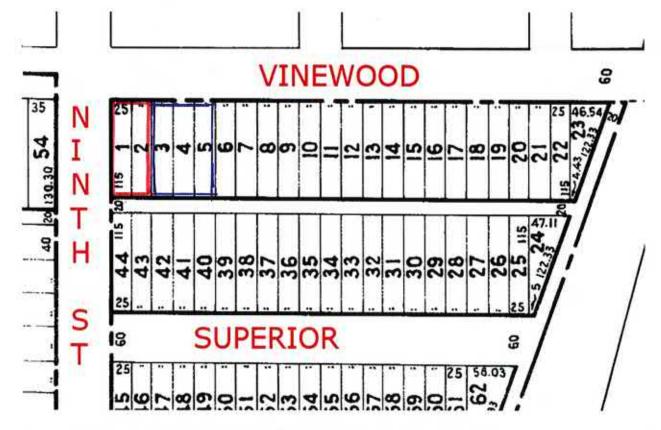
- Has not faithfully performed all of the terms of the Executed Purchase Agreement, or
- (ii) The time deadline for Purchaser completing the improvements and scheduling a final inspection has not been met by <u>TBD</u>.

In the event that <u>David McGee and Adriana McGee</u>, <u>Husband and Wife</u> complies with all provisions of the above referenced Purchase Agreement on or before <u>TBD</u>, then the City Engineer shall so notify the City Treasurer and the funds shall be paid to the <u>David McGee</u> and Adriana McGee.

Very truly yours,

By: David McGee

By: Adriana McGee



Former 899 Vinewood - LOTS 1 & 2 BISHOPS SUBDIVISION - Lot Size: 50' x 115'

893 Vinewood - LOTS 3, 4 AND 5 BISHOPS SUBDIVISION - Lot Size: 75' x 115'

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 21

ITEM: Bid File #4825: 2022 Pavement Marking Program

PRESENTER: Gregory J. Mayhew, City Engineer

#### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** Pavement markings on City streets are in need of repainting. The Engineering and Building Department solicited bids for the upcoming season. The proposed scope of work is City wide and includes repainting longitudinal markings, cross walks and stop bars at schools, turn arrows, railroad symbols, and on-street parking lines in the Central Business District.

Bids were opened and read aloud on February 28, 2022. The low bidder was JV Contracting Inc. of Goodrich, Michigan, in the amount of \$56,623.60. The Engineering Department has reviewed the bidder's qualifications and recommends accepting JV Contracting.

Note a small portion of this project includes crosswalk improvements at the Biddle Avenue and Clark Street intersection. BASF requested these improvements and has offered to cover the cost of the improvement.

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> Concur with the recommendation of the City Engineer and award the contract to JV Contracting.

<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u> The proposed pavement marking project will require budget amendments from the current fund balances, for the following street funds in order to complete this work:

202-440-825-460 Major Streets \$41,325.00 203-440-825-460 Local Streets \$15,298.60

<u>IMPLEMENTATION PLAN:</u> Concur with the recommendation of the City Engineer and authorize the Mayor and Clerk to execute the contract. Additionally, authorize the Finance Department to prepare budget amendments to the Major and Local Street Funds to facilitate the work.

#### LIST OF ATTACHMENTS:

Bid Tab

#### **RESOLUTION**

Item Number: #21 Date: March 28, 2022

RESOLUTION by Councilperso	n		
RESOLVED that Council concur Marking Program to JV Contract shall prepare budget amendment 202-440-825-460 \$41,325.0 203-440-825-460 \$15,298.6	ting of Goodrich, Michigan. Its for the following accounts:		
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilpersor	1		-
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		•
	Crayne		
	Hanna		
	Shuryan		•
	Stec	<del></del>	-

### **2022 PAVEMENT MARKING PROGRAM**

File 4825 Bid Opening: February 28, 2022

Compiled 02/28/22

				JV Contracting, Inc.				P.K. Contracting, LLC			
				Goodrich, MI			Troy, MI				
#	Pay Item	Quantity	Unit	Unit Cost Total		Unit Cost		Total			
1	Pavt Mrkg, Longit, 6 inch or Less, Rem	1,520	LFT	\$	0.50	\$	760.00	\$	0.65	\$	988.00
2	Rem Special Mrkg	2,500	SFT	\$	2.00	\$	5,000.00	\$	2.50	\$	6,250.00
3	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	4,920	LFT	\$	0.18	\$	885.60	\$	0.45	\$	2,214.00
4	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	40,800	LFT	\$	0.18	\$	7,344.00	\$	0.45	\$	18,360.00
5	Pavt Mrkg, Waterborne, 4 inch, Blue	440	LFT	\$	1.00	\$	440.00	\$	1.60	\$	704.00
6	Pavt Mrkg, Waterborne, 4 inch, White	3,520	LFT	\$	0.65	\$	2,288.00	\$	1.30	\$	4,576.00
7	Pavt Mrkg, Waterborne, 4 inch, Yellow	3,760	LFT	\$	0.65	\$	2,444.00	\$	1.30	\$	4,888.00
8	Pavt Mrkg, Waterborne, Lt Turn Arrow, Sym	48	EA	\$	50.00	\$	2,400.00	\$	55.00	\$	2,640.00
9	Pavt Mrkg, Waterborne, Rt Turn Arrow, Sym	8	EA	\$	50.00	\$	400.00	\$	55.00	\$	440.00
10	Pavt Mrkg, Waterborne, 6 inch, Crosswalk	10,020	LFT	\$	1.50	\$	15,030.00	\$	1.50	\$	15,030.00
11	Pavt Mrkg, Waterborne, 12 inch, Crosswalk	4,120	LFT	\$	1.85	\$	7,622.00	\$	2.50	\$	10,300.00
12	Pavt Mrkg, Waterborne, 24 inch, Stop Bar	3,220	LFT	\$	2.50	\$	8,050.00	\$	5.00	\$	16,100.00
13	Pavt Mrkg Waterborne, Railroad Crossing, Sym	16	EA	\$	125.00	\$	2,000.00	\$	150.00	\$	2,400.00
14	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Crosswalk	280	LFT	\$	7.00	\$	1,960.00	\$	4.00	\$	1,120.00
	Bid Totals		2		\$56,6	23.	60	\$86,010.00			

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 22

ITEM: Sidewalk Encroachment at 166 Oak

PRESENTER: Gregory J. Mayhew, City Engineer

#### INDIVIDUALS IN ATTENDANCE:

**BACKGROUND:** The property owner of 166 Oak has requested permission to place a concrete ramp, step, railing, and bike rack in the City sidewalk along the east 2nd Street right of way to make up the elevation difference of the existing finished floor inside the building (old post office) and the sidewalk outside the building. This encroachment would provide codecompliant accessibility off of 2nd Street sidewalk while leaving over 10 feet of unobstructed sidewalk around the encroachment for pedestrian use. The applicant has provided detailed plans for the proposed encroachment.

Note: The provided plans also depict the proposed outdoor cafe at this location. The outdoor cafe application will be reviewed at the April 21st Planning Commission meeting, with a recommendation to Council to follow. Only the encroachment is presented at this time, but the applicant desired to show the entire northeast corner of the intersection to illustrate the overall design flow well.

The undersigned has reviewed this request and has no objections to the proposed encroachment into the City sidewalk right of way. A Hold Harmless Agreement and Grant of License for the encroachment has been initiated and are attached for review and approval.

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.

<u>ACTION REQUESTED:</u> Approve the request to construct a ramp, step, handrail, and bike rack in the east public sidewalk along 2nd Street west of 166 Oak.

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

<u>IMPLEMENTATION PLAN:</u> If Council approves the encroachment request, direct the City Engineer to oversee the submittal of Hold Harmless and Grant of License agreements, authorize the Mayor and City Clerk to sign the Grant of License, and to incorporate the encroachment into the current building permit for 166 Oak.

#### LIST OF ATTACHMENTS:

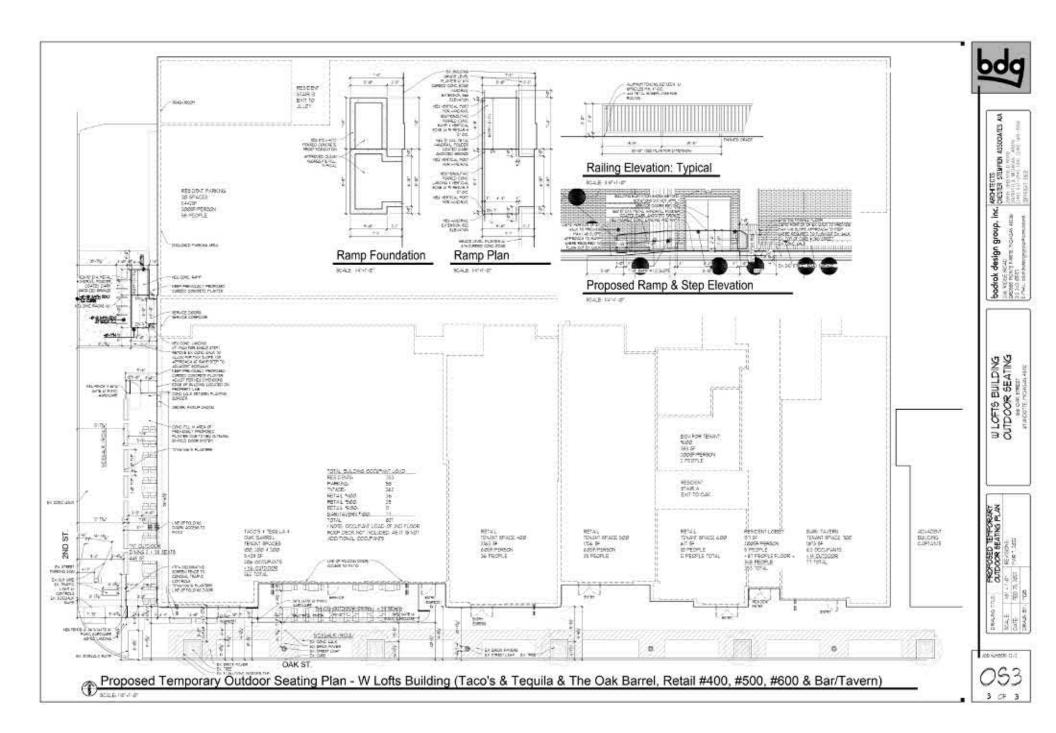
- 1. Encroachment Plan for Council 03-18-22
- 2. Encroachment Plan CROPPED
- 3. Encroachment Plan CROPPED2
- 4. Grant of License for Encroachment at 166 Oak
- 5. Hold Harmless for Encroachment at 166 Oak

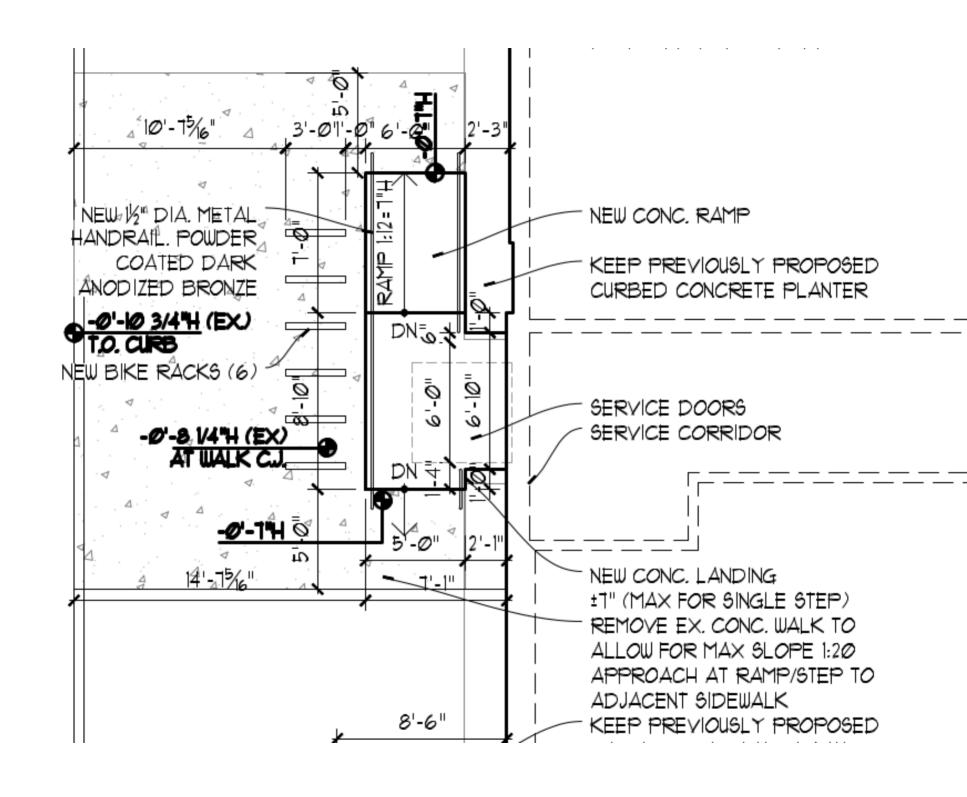
#### **RESOLUTION**

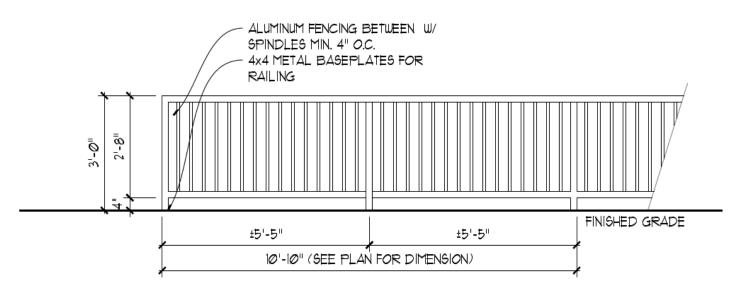
Item Number: #22 Date: March 28, 2022

RESOLUTION by Councilpersor	1												
BE IT RESOLVED that Council has reviewed the request from the property owner of 166 Oak to install a ramp, step, handrail, and bike rack in the City sidewalk along the east 2nd Street right of way and has determined that the encroachment will not be a detriment to the health and safety of the public, and furthermore, authorizes the Mayor and City Clerk to sign the Grant of License, and further, the City Engineer shall incorporate the encroachment in the current the permit for the development at 166 Oak, subject to submittal of the Hold Harmless and Grant of License agreements by the property owner.													
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

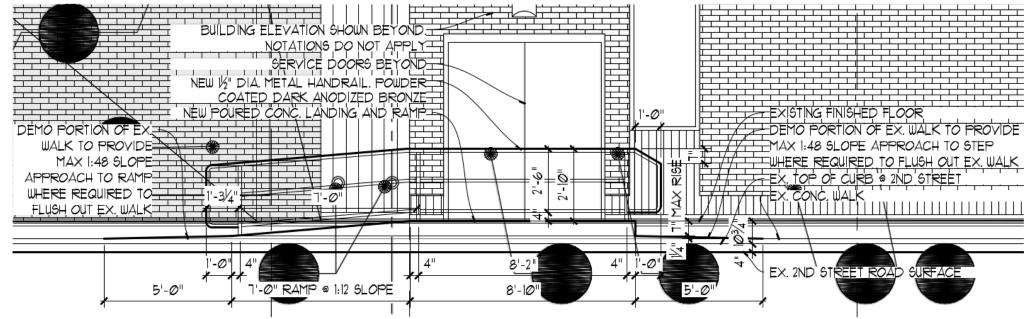






# Railing Elevation: Typical

SCALE: 3/8"=1'=0"



# Proposed Ramp & Step Elevation

### REVOCABLE GRANT OF LICENSE

CITY OF WYANDOTTE, a Michigan Municipal corporation, and it's	successors, hereinafter called the
GRANTOR, and,	, owner(s) of 166 Oak, Wyandotte,
Michigan, legally described as	
LOTS 11 TO 14 INCL. PLAT OF PART OF WYANDOTTE, T3S R11E, as recorded in Liber 57 of Plats, Page 5, Wayne Co	
and their successors, hereinafter called the LICENSEE, enter into this a , 2022 subject to the following conditions:	Agreement on the day of
1 THE LICENSCEPT A CALL 1 A LA 1 THE LA	. 1 . 1

- 1. The LICENSEE is the owner of the real estate described above, located on the northeast corner of Oak and 2<sup>nd</sup> streets, which property's west property line abuts an eighty (80) foot wide public street located west of the LICENSEE's property.
- 2. The GRANTOR grants to the LICENSEE, and it's assigns, the right to encroach, access and occupy an area twelve (12) feet wide by eighteen (18) foot long in the eighty (80) foot wide public street abutting the west lot line of Lot 11, beginning fifty-seven (57) feet south of the northwest corner of Lot 11, for the purposes of constructing and maintaining a ramp, steps, railing, and bike racks. The LICENSEE shall pay all costs associated with said construction, maintenance, use, traffic safety measures and removal of said ramp, steps, railing, and bike racks, if required by the City, including the restoration of any public property if damaged during said use and maintenance.
- 3. Further, the GRANTOR reserves the right from the date hereof, an easement on, over, under, across, and within said property for the purpose of construction, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains and drains. The GRANTOR also reserves the same rights for Wyandotte Municipal Services, Michigan Consolidated Gas Company, and Michigan Bell Telephone Company, their successor and assigns.
- 4. In consideration of the GRANTOR providing this Grant of License, the LICENSEE agrees to execute a Hold Harmless agreement indemnifying the GRANTOR from all liability arising out of this Grant of License.
- 5. If the GRANTOR directs LICENSEE to revoke, move or revise any modifications or appurtenances added to the above-described public right of way in any way after issuance of this License to ensure the premises will be reasonably safe and convenient for public use and travel, LICENSEE agrees to do this at its own cost immediately. Further, the GRANTOR may revoke this license at any time in its sole discretion.

This LICENSE is responsible to pay the recording fee for this Grant of License.

## GRANT OF LICENSE $\,$ - Page 2 of 2

Witnesses:	GRANTOR	: City of Wyandotte
	Robert A. I	DeSana, Mayor
	Lawrence S	S. Stec, City Clerk
Subscribed and sworn to me this and Lawrence S. Stec who are the LICENSE with full authority.	day of Mayor and City Clerk of th	, 2022, by Robert A. DeSana ne City of Wyandotte who duly executed said
NOTARY PUBLIC, WAYNE CO	UNTY, MICHIGAN	
My Commission Expires:		
Witnesses:	LICENSEE:	
Subscribed and sworn to me this	day of	, 2022, by
	who duly executed said LI	CENSE with full authority.
NOTARY PUBLIC, WAYNE CO	UNTY, MICHIGAN	
My Commission Expires:		
When recorded, return to: City of Wyandotte Department of Engineering and Bu 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan 48192	uilding	

## **HOLD HARMLESS AGREEMENT**

In consideration of the City of Wyandotte granting permission to access and an area twelve (12) feet wide by eighteen (18) foot long in the eighty (80) foot wide public street abutting the west lot line of Lot 11, beginning fifty-seven (57) feet south of the northwest corner of Lot 11, for the purposes of constructing and maintaining a ramp, steps, railing, and bike racks, the undersigned hereby assumes all risk and liability relating to the construction, maintenance, use, traffic safety measures and removal of said ramp, steps, railing, and bike racks, and agrees to hold harmless and indemnify the City of Wyandotte from all liability or responsibility whatsoever for injury (including death) to persons and for any damage to City property or to the property of others arising out of, or resulting either directly or indirectly, from the construction, maintenance, use, and removal of said ramp, steps, railing, and bike racks.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the construction, maintenance, use, and removal of said ramp, steps, railing, and bike racks, at said above-described location.

Agreed to	this day of	, 2022.		
By:	ture of Property O	wner		
	ed Name of Proper			
Address: _	Street	City	State	Zip
Telephone	o:			
Email:				

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 3/28/2022 AGENDA ITEM # 23

ITEM: Rezoning of the property at 240 Antoine

PRESENTER: Stan Pasko, Chairperson Planning Commission

INDIVIDUALS IN ATTENDANCE: N/A

**BACKGROUND:** A request to rezone the property known as 240 Antoine (Lots 5 thru 9, both inclusive, also Vac Alley, 8ft wide, adjacent to Lots 5 and 6, also Vac Alley, 8 ft wide, adjacent to the westerly lines of Lots 6 and 7, Antoine Labadie's Subdivision) was referred to the Planning Commission for the required public hearing.

The hearing was held on March 17, 2022, and the Planning Commission recommended that said property be approved for rezoning to Plan Development District (PD). See attached Minutes and Resolution.

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

<u>ACTION REQUESTED:</u> Concur with the recommendation of the Planning Commission to approve the rezoning of the property at 240 Antoine to PD - Planned Development.

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

<u>IMPLEMENTATION PLAN:</u> Inform applicant of decision by City Council and revise the zoning map accordingly.

## **LIST OF ATTACHMENTS:**

1. Rezoning 240 Antoine

## **RESOLUTION**

Item Number: #23 Date: March 28, 2022

RESOLUTION by Councilperso	n		
RESOLVED that the communica known as 240 Antoine, Wyandot		nmission regarding the rezoning of the produced on file; AND	operty
Wyandotte (Lots 5 thru 9, both in	nclusive, also Vac Alley, 8ft	zoning of property known as 240 Antoine wide, adjacent to Lots 5 and 6, also Vac a Labadie's Subdivision) to Plan Develop	Alley, 8
NOW THEREFORE BE IT RES prepare the proper Ordinance.	OLVED that this request be	referred to the Department of Legal Affa	irs to
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilpersor	1		
<b>YEAS</b>	<u>COUNCIL</u>	<u>NAYS</u>	
	<b>Alderman Calvin</b> Crayne		

Hanna
Shuryan
Stec

# RESOLUTION PLANNING COMMISSION JULY 18, 2022

**PUBLIC HEARING #02222022** - Archdioceses of Detroit, Owner and Daniel Napier, Appellant, have applied to the Planning Commission of the City of Wyandotte for rezoning of the property at 240 Antoine, Wyandotte, Wayne County, State of Michigan legally described as (Lots 5 to 9 incl also Vac Alley 18ft wide adj to Lots 5 and 6 also Vac Alley 18 ft wide adj to wly line of Lots 6 and 7 Antoine Labadie's Subdivision).

It is proposed that said land be rezoned from Two Family Residential (RT) to Plan Development District (PD).

## RESOLUTION

MOTION BY COMMISSIONER SCHULTZ, Supported by Commissioner Rutkowski to recommend to the City Council that the property known as 240 Antoine, Wyandotte, be approved for rezoning to Plan Development District (PD).

Reason: The request is in compliance with the Future Land Map and the Master Plan of the City of Wyandotte.

YEAS: LUPO, KOWALEWSKI, PASKO, PARKER, RUTKOWSKI, SARNACKI,

SCHULTZ NAYS: NONE

ABSENT: DURAN, KELLY

MOTION PASSED

Citizen called in, Rodney. Rodney indicated that he walks in the area and there is a sight problem when there are cars parking on both sides of Cedar and it is dangerous. Rodney indicated that a traffic study should be done for this area. Rodney indicated that he noticed there are cars parking there for weeks with flat tires.

Commissioner Kowalewski indicated that when he went by there, there were ears parked in the rear alley along with the dumpster. Commissioner Kowalewski stated further that it seems the cars are currently there a long time and if it is just minor repairs the cars should not be there that long, if the use is changed to major repairs the cars will be there even longer.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

No communications were received regarding this request.

**PUBLIC HEARING #03122022** – Tim Southward, Owner and Wyandotte Art and Glass Center, Appellant, has applied for a Certificate of Occupancy for industrial art classes at 4308 13<sup>th</sup> Street, Wyandotte, Michigan.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Mr. Southward, Owner of both businesses at 4308 13th Street, Wyandotte, present.

Chairperson Pasko indicated that Mr. Southward's application to the Commission was well prepared.

Commissioner Kowalewski asked how many spaces are required for the maintenance use in the building.

Mr. Southward indicated 8 per the City Engineer.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

No communications were received regarding this request.

**PUBLIC HEARING #02222022** - Archdioceses of Detroit, Owner and Daniel Napier, Appellant, has applied to the Planning Commission of the City of Wyandotte for rezoning of the property at 240 Antoine, Wyandotte, Wayne County, State of Michigan legally described as (Lots 5 to 9 incl also Vac Alley 18ft wide adj to Lots 5 and 6 also Vac Alley 18 ft wide adj to wly line of Lots 6 and 7 Antoine Labadie's Subdivision).

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Planning Commission Meeting March 17, 2022

Maria Chirco, Realtor, representing Daniel Napier, Appellant.

Ms. Chirco indicated that Mr. Napier has a vision to remodel the inside of the building into condos. Ms. Chirco indicated that the outside is not too bad, but the inside needs a lot of work.

Commissioner Kowalewski asked what property is included.

Mr. Plasencia supplied a map of what is being requested for rezoning.

Commissioner Kowalewski asked if the parking behind the building is included.

Ms. Chirco indicated yes.

Chairperson Pasko asked Mr. Napier if he knew how many units would be in the building.

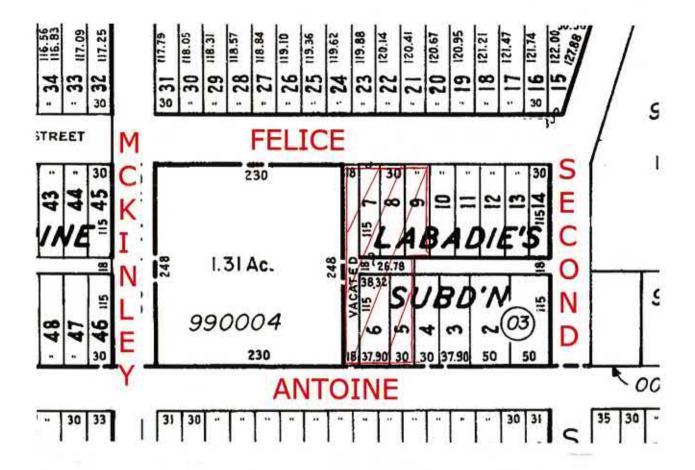
Mr. Napier indicated that at this time, he was not sure.

Ms. Chirco indicated that the exterior will remain the same.

Ms. Bennett, Planning Consultant, indicated that the request is in line with the current Future Land Use Map and the Master Plan for the City.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

No communications were received regarding this request.



240 ANTOINE - LOTS 5 TO 9 INCL ALSO VAC ALLEY 18FT WIDE ADJ TO LOTS 5 AND 6 ALSO VAC ALLEY 18 FT WIDE ADJ TO WLY LINE OF LOTS 6 AND 7 ANTOINE LABADIE'S SUB T3S R11E L31 P11 WCR FORMER ST. STAN SCHOOL

266 ANTOINE - PART OF FRAC SEC 20 T3S R11E BEG N88DEG 54M E 50FT FROM SE COR OF LOT 46 ANTOINE LABADIE SUB T3S R11E L31 P11 WCR TH N1DEG 08M W 248FT TH N88DEG 54M E 230FT TH S1DEG 08M E 248FT TH S88DEG 54M W 230FT POB 1.31 AC FORMER ST. STAN CHURCH

## **BILLS & ACCOUNTS**

03/23/2022

# INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022 JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 10920 731-000-228-02:	1 Due to State-W/H	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY Total For Check 10920	PENSION 3/15/22	03/15/22	13,480.05 13,480.05	10920
Check 10921 101-000-654-000	0 Receipts-Yack Concessions	STATE OF MICHIGAN TREASURY DEPT	SALES TAX STATE OF MICHIGAN Total For Check 10921	FEBRUARY 2022	03/15/22	400.54 400.54	10921
Check 10922 731-000-228-024	4 Due to Federal-Income Taxes	U.S. TAX ACCOUNT	US TAX ACCOUNT Total For Check 10922	PENSION 3/15/22	03/15/22	61,708.29 61,708.29	10922
101-000-228-010 499-000-228-010	O Due to FICA/Medicare	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE Total For Check 10923	P/R ENDING 3/13/22 P/R ENDING 3/13/22 P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22 03/16/22 03/16/22	9,030.60 18,437.26 188.50 44.08 27,700.44	10923 10923 10923 10923
	0 P/R Deductions-Deferred Comp 0 P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP MASS MUTUAL FINANCIAL GROUP Total For Check 10924	P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22	2,509.50 645.00 3,154.50	10924 10924
	1 Due to State-W/H Tax (GC) 1 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 10925	P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22	11,646.15 36.02 11,682.17	10925 10925
	4 Due to Federal-W/H Tax 4 Due to Federal-W/H Tax	U.S. TAX ACCOUNT U.S. TAX ACCOUNT	US TAX ACCOUNT US TAX ACCOUNT Total For Check 10926	P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22	29,158.32 42.83 29,201.15	10926 10926
Check 10927 101-000-227-000	0 Due to Public Library	BACON MEMORIAL LIBRARY	TAX DIST LIBRARY SUMMER Total For Check 10927	SUMMER 2021	03/15/22	2,841.24 2,841.24	10927
101-000-224-024 101-000-226-000	O Due to County Une to RESA - Enhancement Millage Due to Special Education Une to State (SET)	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY TOtal For Check 10928	SUMMER 2021 SUMMER 2021 SUMMER 2021 SUMMER 2021	03/15/22 03/15/22 03/15/22 03/15/22	10,533.64 3,731.56 329.62 7,216.11 21,810.93	10928 10928 10928 10928
701-000-274-000 701-000-274-000 701-000-274-000 701-000-274-000 701-000-274-000 701-000-274-000	Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY TOTAL FOR COUNTY	WINTER 2021	03/15/22 03/15/22 03/15/22 03/15/22 03/15/22 03/15/22 03/15/22 03/15/22	31,599.00 29,962.66 103,509.38 7,850.00 6,722.25 31,908.57 3,184.22 6,390.56 221,126.64	10929 10929 10929 10929 10929 10929 10929 10929

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
	0 DUE TO WYAN SCHOOL BOARD-OPER 5 Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT TAX DIST SCHOOL DISTRICT Total For Check 10930	SUMMER 2021 SUMMER 2021	03/15/22 03/15/22	7,608.40 3,738.56 11,346.96	10930 10930
701-000-225-02	Due to Wyandotte School Board     Due to Wyan School Board-Debt     Due to Wyan School Board-Sinking Fund	SCHOOL DISTRICT OF THE SCHOOL DISTRICT OF THE SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT TAX DIST SCHOOL DISTRICT TAX DIST SCHOOL DISTRICT Total For Check 10931	WINTER 2021 WINTER 2021 WINTER 2021	03/15/22 03/15/22 03/15/22	79,194.80 64,013.66 22,275.77 165,484.23	10931 10931 10931
Check 10932 101-750-925-78	O Rentals (Seniors/PortaJohns)	ACEE DEUCEE PORTA CAN	PORTA CANS FOP Total For Check 10932	133238	03/23/22	90.00	10932
Check 10933 590-200-926-210	0 Supplies	AIRGAS GREAT LAKES	REPAIR OF THE FALL PROTECTION WINCHES Total For Check 10933	9123616828	03/23/22	2,200.00 2,200.00	10933
Check 10934 499-200-925-804	4 Marketing	ALLEGRA MARKETING	SOCIAL DISTRICT POSTERS Total For Check 10934	52757	03/23/22	60.00	10934
Check 10935 285-225-925-86 499-200-925-80 499-200-925-80	2 Farmers Market	ALLEGRA MARKETING ALLEGRA MARKETING ALLEGRA MARKETING	EVENTS CALENDAR MAGNETS MARKETS OF WYANDOTTE POSTERS RESTAURANT RETAIL WEEK POSTERS Total For Check 10935	10309 10314 10335	03/23/22 03/23/22 03/23/22	920.80 24.07 28.18 973.05	10935 10935 10935
Check 10936 101-336-825-430	0 Auto Maintenance	AUTO-WARES INC	SYNTH 5W30 Total For Check 10936	349-269388	03/23/22	94.77 94.77	10936
	Medical/Rescue Supplies     Medical/Rescue Supplies	BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES FIRST AID SUPPLIES Total For Check 10937	84403039 84412637	03/23/22 03/23/22	22.00 419.94 441.94	10937 10937
Check 10938 101-448-750-270	0 Building Maintenance	BOYNTON FIRE SAFETY SERVICES LLC	MONTHLY AED INSPECTION - FEBRUARY Total For Check 10938	21722-113	03/23/22	1,212.45 1,212.45	10938
	Garage-Police Vehicle Maintenance     Garage-Police Vehicle Maintenance	BUDGET TIRE COMPANY BUDGET TIRE COMPANY	REAR TIRES FOR VP 7-8 VIN 1FTEW1P41KKD16534 TIRES FOR VP 7-14 VIN 1FM5K7B84JGB59457 Total For Check 10939	1-204535 1-204417	03/23/22 03/23/22	630.00 660.00 1,290.00	10939 10939
260-136-825-22	9 MIDC Attorneys 9 MIDC Attorneys 9 MIDC Attorneys	CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 10940	03072022 03082022 03102022	03/23/22 03/23/22 03/23/22	250.00 575.00 400.00 1,225.00	10940 10940 10940
Check 10941 101-303-825-920	0 Water	CITY OF SOUTHGATE	WATER - 14300 REAUME PKWY, SOUTHATE - 01/03/22-03/01/22 Total For Check 10941	4020094000	03/23/22	79.07 79.07	10941

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 10942 199-200-925-804	Marketing	COMMUNITY PUBLISHING	WELCOME TO WYANDOTTE 2022	03172022	03/23/22	6,000.00	10942
499-200-925-804	9	COMMUNITY PUBLISHING	DDA WELCOME GUIDE 2022	02102022	03/23/22	6,000.00	10942
	0		Total For Check 10942			12,000.00	
heck 10943							
.01-000-257-056	Reserve-Boat Ramp Operations	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	49.71	10943
01-200-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	130.60	1094
.01-301-825-930	* *	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	1,204.15	1094
101-303-825-930	* *	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	130.60	1094
01-303-825-930	, ,	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	360.01	1094
101-336-825-930 101-448-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022 Gas - February 2022	3425848 3425848	03/23/22 03/23/22	680.86	1094 1094
101-448-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	3,801.92 0.61	1094
101-750-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	1,164.98	10943
101-750-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	228.97	1094
101-756-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	2,946.63	10943
101-756-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	253.36	1094
101-800-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	227.15	10943
101-800-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	501.00	1094
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	209.08	10943
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	29.22	10943
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	228.97	1094
525-750-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	268.12	1094
525-750-825-930		CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	598.31	1094
530-444-825-930	Heat(Gas)-Bank Bldg	CONSTELLATION NEWENERGY-GAS DIV LLC	Gas - February 2022	3425848	03/23/22	1,909.39	10943
			Total For Check 10943			14,923.64	
Check 10944		60001644 04 00	FUEL CAS DOS A 2007 PER CALLON	7,77,004 111	02/22/22	46.074.04	4004
101-448-750-261	Garage-Gasoline & Oil	CORRIGAN OIL CO	FUEL GAS DPS 3.2025 PER GALLON Total For Check 10944	7476301-IN	03/23/22	16,074.24 16,074.24	1094
						-,-	
Check 10945	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	03082022	03/23/22	250.00	10945
	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY  COURT APPOINTED ATTORNEY	03082022	03/23/22	450.00	1094
	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	03092022	03/23/22	500.00	1094
	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	03072022	03/23/22	350.00	1094
	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	03172022	03/23/22	300.00	1094
	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	03152022	03/23/22	650.00	1094
	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	03162022	03/23/22	400.00	10945
	·		Total For Check 10945			2,900.00	
Check 10946							
101-100-925-790	Miscellaneous	CROWN TROPHY	RETIREMENT PLAQUE FIRE CHIEF	1021	03/23/22	90.00	10946
			Total For Check 10946			90.00	
Check 10947							
30-444-825-450	Insurance-Bank Bldg	DALY MERRITT INSURANCE	RENEWAL 04556621 COMMERCIAL PACKAGE	595	03/23/22	15,365.00	1094
30-444-825-450	Insurance-Bank Bldg	DALY MERRITT INSURANCE	RENEWAL 5155662100 COMMERCIAL UMBRELLA	596	03/23/22	4,124.00	1094
			Total For Check 10947			19,489.00	
Check 10948							
	P/R Deductions-Hospital (Employer)	DELTA DENTAL	0007240006 APRIL 2022	RIS0004057554 04/22	03/23/22	8,056.77	10948
	A.A. D. Li	DELTA DENTAL	000734000C APRIL 2022	DICOCO40E7EE4.04/22	03/23/22	127.04	10948
499-200-725-160	Medical Insurance	DELIA DENIAL	0007240006 APRIL 2022	RIS0004057554 04/22	03/23/22	8,183.81	10340

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-750-25	1 Sanitation-Road Salt 1 Sanitation-Road Salt 1 Sanitation-Road Salt	DETROIT SALT COMPANY, L.C. DETROIT SALT COMPANY, L.C. DETROIT SALT COMPANY, L.C.	STOCK ROAD SALT 43.58 PER TON STOCK ROAD SALT DPS 43.58 PER TON STOCK ROAD SALT 43.58 PER TON Total For Check 10949	SI22-14727 SI22-14826 SI22-14905	03/23/22 03/23/22 03/23/22	4,638.66 4,427.73 6,156.54 15,222.93	10949 10949 10949
Check 10950 101-000-257-05	7 Reserve-Police Training	DEWOLF & ASSOCIATES	JUDGE - SUPERVISION OF THE FIELD TRAINING PROGRAM Total For Check 10950	1174	03/23/22	565.00 565.00	10950
Check 10951 101-440-825-49	0 C of C Inspectors	DOUGLAS SCOTT THOMAS	INSPECTIONS Total For Check 10951	02282022-03132022	03/23/22	757.50 757.50	10951
	1 HTE Maintenance 0 Equipment Maintenance	DOWNRIVER COMMUNITY CONFERENCE DOWNRIVER COMMUNITY CONFERENCE	Expenses related to SINC thru December 31, 2021 Expenses related to SINC thru December 31, 2021 Total For Check 10952	6845 6845	03/23/22 03/23/22	6,056.68 2,595.73 8,652.41	10952 10952
Check 10953 101-448-750-26	O Garage-Operating Expenses	ELECTRICAL TERMINAL SERVICE	STOCK WELDED RINGS DPS Total For Check 10953	689491-01	03/23/22	19.26 19.26	10953
Check 10954 101-845-750-490	0 Test Administration	EMPCO INC	fire lieutenant exams - 2 Total For Check 10954	5170	03/23/22	255.00 255.00	10954
Check 10955 285-225-925-86	0 Art Fair	ESTEVAN VASQUEZ	THANK YOU VERY MUCH! Total For Check 10955	3172022	03/23/22	390.00 390.00	10955
	O Operating Expenses 5 Cleaning Supplies	FLASH RESALE/WHOLESALE LLC FLASH RESALE/WHOLESALE LLC	JANITORIAL SUPPLIES CLEANING SUPPLIES FOR YACK Total For Check 10956	69401 69398	03/23/22 03/23/22	325.87 267.88 593.75	10956 10956
Check 10957 530-444-825-420	0 Maintenance-Bank Bldg	FORT STREET PLUMBING	ADA TOLET AND TANK CITY HALL Total For Check 10957	2487	03/23/22	585.75 585.75	10957
Check 10958 101-750-825-430	0 Contractual Services	FORTE PAYMENT SYSTEMS INC	MONTHLY FEE Total For Check 10958	009096795	03/23/22	5.00	10958
	1 Const-Signage,Striping,Barricades 1 Const-Signage,Striping,Barricades	GRAINGER GRAINGER	YELLOW FLOOR TAPE SAFETY MARKING BLACK AND YELLOW GRIP TAPE FOR LEADING EDGE OF SHOWMOBILE Total For Check 10959	9238598727 9239061303	03/23/22 03/23/22	52.78 163.68 216.46	10959 10959
Check 10960 101-756-825-420	0 Bldg & Equip Maintenance	HAYES PRECISION, INC.	ZAMBONI BLADE SHARPENING Total For Check 10960	13797	03/23/22	30.50 30.50	10960
Check 10961 101-000-257-07	8 Reserve-Animal Care	HSB VETERINARY SUPPLY INC	FELINE VACCINES	402792	03/23/22	324.10	10961

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
		Total For Check 10961		=	324.10	
Check 10962 101-750-825-430 Contractual Services	J C EHRLICH	PEST CONTROL COPELAND Total For Check 10962	13741924	03/23/22	50.00	10962
Check 10963 101-440-725-115 Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEWS Total For Check 10963	02282022-03132022	03/23/22	315.00 315.00	10963
Check 10964 101-440-825-490 C of C Inspectors	JEFFERY CARLEY	INSPECTIONS Total For Check 10964	02282022-03132022	03/23/22	743.50 743.50	10964
Check 10965  101-336-750-220	JERRY'S ACE HARDWARE	ACE BOX/SCREW 25 FT EXT CORD KILLS BED BUGS II SHOP SUPPLIES DPS SHOP SUPPLIES MISC SUPPLIES CONCRETE MIX MISC SUPPLIES SHOP SUPPLIES COAT HOOKS CITY HALL Total For Check 10965	74668 74714 74859 74857 74896 74836 74875 74864 74866 74838	03/23/22 03/23/22 03/23/22 03/23/22 03/23/22 03/23/22 03/23/22 03/23/22 03/23/22 03/23/22	14.80 24.68 9.11 26.94 7.56 242.15 14.22 75.45 6.64 8.72	10965 10965 10965 10965 10965 10965 10965 10965 10965
Check 10966 492-200-825-330 Legal Fees 499-200-825-330 Legal Fees	MILLER CANFIELD PADDOCK AND STONE MILLER CANFIELD PADDOCK AND STONE	DDA AND TIFA PLAN AMENDMENT PROCESS DDA AND TIFA PLAN AMENDMENT PROCESS Total For Check 10966	1552807 1552807	03/23/22 03/23/22	1,481.46 3,579.54 5,061.00	10966 10966
Check 10967 281-000-257-050 Program Income-Reserve	MINNESOTA TITLE AGENCY	RECORD LIEN 555 SUPERIOR Total For Check 10967	555 SUPERIOR	03/23/22	25.00 25.00	10967
Check 10968 101-336-825-490 Bldg & Equip Maintenance	MUNICIPAL EMERGENCY SERVICES	2 GAS DETECTORS Total For Check 10968	IN1684792	03/23/22	406.27 406.27	10968
Check 10969 677-448-825-320 Worker's Comp-Medical Fees 677-448-825-320 Worker's Comp-Medical Fees	OCCUPATIONAL HEALTH CENTERS OCCUPATIONAL HEALTH CENTERS	BRIAN MARTIN FOLLOW UP DATE OF INJURY 10/25-21 BRIAN MARTIN ADDL FOLLOW UP DATE OF INJURY 10/25/21 Total For Check 10969	MARTIN 022422 MARTIN 022822	03/23/22 03/23/22	275.39 125.81 401.20	10969 10969
Check 10970 677-448-825-340 Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	TERRY HARRIS - DOT PHYSICAL Total For Check 10970	714166413	03/23/22	111.00 111.00	10970
Check 10971 677-136-825-340 Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	KAREE SCHMIDTKE - NEW HIRE Total For Check 10971	714178233	03/23/22	93.00 93.00	10971
Check 10972 101-448-750-231 Const-Signage, Striping, Barricades	PARAGRAFIX	SIGN FOR TOTER CITY HALL AND DPS Total For Check 10972	20512	03/23/22	38.00 38.00	10972

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 10973							
101-000-257-07	1 Reserve-Museum	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	9.77	10973
101-000-257-07	1 Reserve-Museum	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	9.77	10973
101-000-257-07	1 Reserve-Museum	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	9.77	10973
101-136-850-51	0 Office Equipment	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	132.56	10973
101-136-850-51	0 Office Equipment	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	132.56	10973
101-136-850-51	0 Office Equipment	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	132.56	10973
101-200-825-37	0 Computer Services	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	97.67	10973
101-200-825-37	0 Computer Services	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	97.67	10973
101-200-825-37	0 Computer Services	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	97.67	10973
101-209-750-22	O Operating Expenses	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	9.77	10973
101-209-750-22	O Operating Expenses	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	9.77	10973
101-209-750-22	O Operating Expenses	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	9.77	10973
101-215-850-51	0 Office Equipment	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	37.67	10973
101-215-850-51	0 Office Equipment	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	37.67	10973
101-215-850-51	0 Office Equipment	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	37.67	10973
101-301-750-22	0 Operating Expenses	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	404.64	10973
101-301-750-22	0 Operating Expenses	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	404.64	10973
101-301-750-22	O Operating Expenses	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	404.64	10973
101-302-925-79	0 Miscellaneous	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	160.46	10973
101-302-925-79	0 Miscellaneous	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	160.46	10973
101-302-925-79	0 Miscellaneous	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	160.46	10973
101-303-825-22	O Operating Expenses	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	55.81	10973
101-303-825-22	0 Operating Expenses	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	55.81	10973
101-303-825-22	0 Operating Expenses	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	55.81	10973
101-336-750-22	3 Computer Connectivity	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	55.81	10973
101-336-750-22	3 Computer Connectivity	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	55.81	10973
	3 Computer Connectivity	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	55.81	10973
101-336-825-37	5 Computer Services-DMS	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	223.25	10973
101-336-825-37	5 Computer Services-DMS	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	223.25	10973
101-336-825-37	5 Computer Services-DMS	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	223.25	10973
101-440-750-21	0 Office Supplies	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	85.12	10973
	0 Office Supplies	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	85.12	10973
	0 Office Supplies	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	85.12	10973
	0 Office Supplies	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	47.44	10973
	0 Office Supplies	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	47.44	10973
	0 Office Supplies	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	47.44	10973
	0 Contractual Services	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	55.81	10973
	0 Contractual Services	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	55.81	10973
	0 Contractual Services	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	55.81	10973
	9 Special Events-Misc	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	9.77	10973
	9 Special Events-Misc	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	9.77	10973
	9 Special Events-Misc	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	9.77	10973
	4 Operating Expenses	PAX8	01/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-114505CITY	03/23/22	9.77	10973
	4 Operating Expenses	PAX8	02/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-130928CITY	03/23/22	9.77	10973
	4 Operating Expenses	PAX8	03/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-163812CITY	03/23/22	9.77	10973
133 200 320 11	. Operating Expenses	1700	Total For Check 10973	2022 1 100012 0111	03/23/22	4,185.96	10375
						,	
Check 10974							
525-750-825-55	0 Cart Rental	PIFER GOLF CARS INC	APRIL 2022 LEASE	23697	03/23/22	4,116.66	10974
			Total For Check 10974			4,116.66	
Check 10975							
101-136-750-23	0 Postage	PITNEY BOWES	POSTAGE RESEVE ACCOUNT	032022	03/23/22	3,000.00	10975
			Total For Check 10975			3.000.00	
			. 5.3.1 of Greek 20070			3,300.00	

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 10976 530-444-825-220	O Operating Expenses-Bank Bldg	PIZZO DEVELOPMENT GROUP LLC	SNOW REMOVAL & SALT APPLICATION WYANDOTTE CITY HALL FILE #4744 Total For Check 10976	SNOW REMOVAL	03/23/22	1,530.00 1,530.00	10976
Check 10977 101-840-825-350	) Printing	PRINTING SYSTEMS INC	AUG/NOV 2022 ELECTION SUPPLIES - POLL BOOKS, STICKERS, APPS, ETC. Total For Check 10977	222003	03/23/22	374.85 374.85	10977
Check 10978 101-440-750-210	Office Supplies	PURE DATA SERVICES, LLC	96 GAL BIN ENGINEERING Total For Check 10978	6836	03/23/22	50.00 50.00	10978
Check 10979 101-336-825-430	) Auto Maintenance	R&R FIRE TRUCK REPAIR, INC	OIL/COOLANT REPAIRS E71 Total For Check 10979	61856	03/23/22	3,896.06 3,896.06	10979
Check 10980 101-448-825-431	L Garage-Other Vehicle Maintenance	REIBERS TOOLS	NEW TIRE WHEEL BALANCER FOR THE DPS Total For Check 10980	9589	03/23/22	5,349.82 5,349.82	10980
Check 10981 492-200-825-330 499-200-825-330		RENKIM CORPORATION RENKIM CORPORATION	TIFA PLAN UPDATE PUBLIC NOTICE MAILING DDA PLAN UPDATE PUBLIC NOTICE MAILING Total For Check 10981	80824 80823	03/23/22 03/23/22	3,518.54 288.48 3,807.02	10981 10981
260-136-825-229	MIDC Attorneys     MIDC Attorneys     MIDC Attorneys     MIDC Attorneys	RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 10982	03092022 03012022 03022022	03/23/22 03/23/22 03/23/22	400.00 350.00 325.00 1,075.00	10982 10982 10982
Check 10983 101-440-825-490	C of C Inspectors	RONALD E KEEHN	INSPECTIONS Total For Check 10983	02222022-03132022	03/23/22	803.00 803.00	10983
Check 10984 101-000-257-057	7 Reserve-Police Training	SCHOOLCRAFT COLLEGE	SPONSOR NO. 0855668 - Barwig, Cole - PPCT Instructor Recertification Total For Check 10984	2623	03/23/22	700.00 700.00	10984
Check 10985 101-756-825-430	O Contractual Services	SERV-ICE REFRIGERATION INC	FIXED COMPRESSOR AT YACK Total For Check 10985	YM030622	03/23/22	717.00 717.00	10985
101-448-750-231 101-448-750-231	Const-Signage,Striping,Barricades Const-Signage,Striping,Barricades Const-Signage,Striping,Barricades Const-Signage,Striping,Barricades	SHERWIN WILLIAMS SHERWIN WILLIAMS SHERWIN WILLIAMS SHERWIN WILLIAMS	BLACK EPOXY FOR THE FLOOR OF SHOWMOBILE PRIMER AND PAINTING SUPPLIES FOR SHOWMOBILE WHITE ENAMEL FOR WALLS AND CEILING OF SHOWMOBILE WHITE ENAMEL FOR WALLS AND CEILING OF SHOWMOBILE Total For Check 10986	5546-7 5560-8 5632-5 5629-1	03/23/22 03/23/22 03/23/22 03/23/22	906.77 74.89 113.22 113.22 1,208.10	10986 10986 10986 10986
Check 10987 101-301-825-330	) Prisoner Care	SHOPPER'S VALLEY MARKET	MEALS FOR THE PRISONERS Total For Check 10987	166518	03/23/22	136.30 136.30	10987
Check 10988 101-448-825-431	L Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL	TIRE REPAIR DPS	650808-00	03/23/22	287.39	10988

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-825-431	Garage-Other Vehicle Maintenance     Garage-Other Vehicle Maintenance     Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL SHRADER TIRE & OIL SHRADER TIRE & OIL	TIRE REPAIR DPS TIRE REPAIR DPS TIRE REPAIR DPS Total For Check 10988	650014-00 649611-00 652293-00	03/23/22 03/23/22 03/23/22	792.90 1,126.03 143.67 2,349.99	10988 10988 10988
101-448-825-431	Garage-Other Vehicle Maintenance     Garage-Other Vehicle Maintenance     Garage-Other Vehicle Maintenance	SHULTS EQUIPMENT INC SHULTS EQUIPMENT INC SHULTS EQUIPMENT INC	STOCK O RING KITS STOCK HYD PUMPS FOR SALT TRUCKS STOCK PLOW PARTS Total For Check 10989	0107140-IN 0107135-IN 0107131-IN	03/23/22 03/23/22 03/23/22	56.88 2,037.90 963.71 3,058.49	10989 10989 10989
Check 10990 101-200-825-390 101-200-825-930		SMOOTH DEVELOPMENT LLC SMOOTH DEVELOPMENT LLC	WBRA ADMINISTRATION - FY 2023 WBRA Administration - FY 2022 Total For Check 10990	191 190	03/23/22 03/23/22	2,176.79 2,107.25 4,284.04	10990 10990
Check 10991 101-756-750-225	5 CONCESSION SUPPLIES	SYSCO FOOD SERVICE	YACK CONCESSION SUPPLIES Total For Check 10991	458452599	03/23/22	936.05 936.05	10991
Check 10992 590-200-926-210	O Supplies	TELESPECTOR CORPORATION	REPAIR OF SEWER CAMERA Total For Check 10992	26256	03/23/22	2,081.00 2,081.00	10992
Check 10993 101-136-750-228	3 Regional Wellness & Recovery Court	THE LAW OFFICE OF MATTHEW MILETO	Q2 FEBRUARY MATT MILETO INVOICE Total For Check 10993	012	03/23/22	600.00	10993
101-000-257-078	3 Reserve-Animal Care 3 Reserve-Animal Care 3 Reserve-Animal Care	THE PAWS CLINIC THE PAWS CLINIC THE PAWS CLINIC	STERILIZE - CORA, GATSBY, JORDAN, NICK STERILIZE - APOLLO, CHEVY, CORALINE STERILIZE - JOSEPHIONE, LOLA, MAXIMUS Total For Check 10994	1974207 1974195 1975616	03/23/22 03/23/22 03/23/22	465.00 425.00 340.00 1,230.00	10994 10994 10994
	O C of C Inspectors L Electrical Inspectors	THOMAS P KERR THOMAS P KERR	INSPECTIONS INSPECTIONS Total For Check 10995	02282022-03132022 02282022-03132022	03/23/22 03/23/22	944.50 365.00 1,309.50	10995 10995
101-440-825-492	O C of C Inspectors Plumbing Inspectors Mechanical Inspectors	TIMOTHY THOMPSON TIMOTHY THOMPSON TIMOTHY THOMPSON	INSPECTIONS INSPECTIONS INSPECTIONS Total For Check 10996	02282022-03132022 02282022-03132022 02282022-03132022	03/23/22 03/23/22 03/23/22	90.00 585.00 540.00 1,215.00	10996 10996 10996
Check 10997 101-448-825-432	2 Garage-Equipment Maintenance	TOP VALUE AUTOMOTIVE	MUFFLER REPAIR TO VPS 22 VIN 1FTSX30L1YED45343 Total For Check 10997	1379036	03/23/22	907.75 907.75	10997
	O Copier O Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022 Copier Contract - March 2022 PAPERCUT - COPY MACHINES - MARCH 2022 Copier Contract - March 2022 PAPERCUT - COPY MACHINES - MARCH 2022 Copier Contract - March 2022	466898277 467200010 466898277 467200010 466898277 467200010	03/23/22 03/23/22 03/23/22 03/23/22 03/23/22 03/23/22	30.38 279.32 30.38 278.76 30.38 278.76	10998 10998 10998 10998 10998 10998

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.38	10998
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.38	10998
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	183.99	10998
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	183.99	10998
101-302-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.38	10998
101-302-825-390 Copier	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	183.99	10998
101-336-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.38	10998
101-336-825-390 Copier	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	183.99	10998
101-440-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.41	10998
101-440-825-390 Copier	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	152.67	10998
101-448-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.38	10998
101-448-825-390 Copier	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	183.99	10998
101-750-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT - COPY MACHINES - MARCH 2022	466898277	03/23/22	30.38	10998
101-750-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	Copier Contract - March 2022	467200010	03/23/22	183.99	10998
		Total For Check 10998			2,397.28	
Check 10999						
101-448-750-270 Building Maintenance	ULINE	TRASH CAN TOPS	145760763	03/23/22	895.45	10999
101-448-750-270 Building Maintenance	ULINE	TRASH CAN TOPS	145498920	03/23/22	896.35	10999
		Total For Check 10999			1,791.80	
Check 11000						
101-448-825-431 Garage-Other Vehicle Maintenance	VAN BUREN STEEL FABRICATION	STEEL FOR VPS 73 VIN DW644JH618346	1192665	03/23/22	410.00	11000
		Total For Check 11000			410.00	
Check 11001						
101-301-825-420 Cleaning-Building	VETERAN'S CLEANING	JANITORIAL SERVICES FOR FEBRUARY 2022, PLUS SUPPLIES	22-902	03/23/22	4,560.00	11001
530-444-825-215 Cleaning-Bank Bldg	VETERAN'S CLEANING	INTERIOR CLEANING - FEBRUARY	22-2002	03/23/22	3,060.00	11001
		Total For Check 11001			7,620.00	
Check 11002						
499-200-926-114 Operating Expenses	WADE TRIM ASSOCIATES	DOWNTOWN CIP PLANNING 4TH PAYMENT	2023320	03/23/22	2,077.50	11002
		Total For Check 11002			2,077.50	
Check 11003						
101-440-825-490 C of C Inspectors	WALTER CZARNIK	INSPECTIONS	02272022-03132022	03/23/22	552.50	11003
101-440-825-491 Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	02272022-03132022	03/23/22	1,125.00	11003
		Total For Check 11003			1,677.50	
Check 11004						
290-448-825-470 Rubbish Collection	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	88,007.04	11004
290-448-825-470 COMMERICAL CARDBOARD	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	965.72	11004
290-448-825-470 COMMERICAL TRASH	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	22,182.55	11004
290-448-825-470 ROLL OFF HAULS	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	3,901.66	11004
290-448-825-470 RECYCLING CHARGE	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	850.45	11004
290-448-825-470 CARDBOARD CREDIT	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	(701.63)	11004
290-448-825-470 OAK & 1ST CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	452.18	11004
290-448-825-470 OAK & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	449.54	11004
290-448-825-470 EUREKA & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	351.99	11004
290-448-825-470 BIDDLE & SYCAMORE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	843.12	11004
290-448-825-470 EUREKA & VANALSTYNE CORRAL OVERAGE	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	72.00	11004
290-448-825-470 BIDDLE & SYCAMORE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP FEB 2022	8437065-1710	03/23/22	175.00	11004
		Total For Check 11004			117,549.62	
Charle 1100F						
Check 11005 101-448-750-220 Sanitation-Operating Expenses	WEISKOPF INDUSTRIES CORP	STOCK PULL TOWELS DPS	176319	03/23/22	117.47	11005
202 1.0 7.50 220 Sumution Operating Expenses	TEISTON IN DOSTRIES COM	5.55 522.15225.515	170313	03/23/22	117.47	11003

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

#### JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Cl	heck#
			Total For Check 11005		===	117.47	
	O Building Maintenance O Operating Expenses-Bank Bldg	WYANDOTTE ELECTRIC SUPPLY WYANDOTTE ELECTRIC SUPPLY	REPALCEMENT LIGHT BLUB POLICE STATION REPLACEMENT LIGHT FOR CITY HALL Total For Check 11006	605254-0 605742-0	03/23/22 03/23/22		11006 11006
101-448-825-43	Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance Garage-Other Vehicle Maintenance	AIS CONSTRUCTION EQUIPMENT AIS CONSTRUCTION EQUIPMENT AIS CONSTRUCTION EQUIPMENT	PARTS FOR VPS 73 VFIN DW644JH618346 FUEL DOORS FOR VPS 73 VIN DW644JH618346 PARTS FOR VPS 73 VIN DW644JH618346 Total For Check 11007	D81211 D81666 D81977	03/23/22 03/23/22 03/23/22	1,243.89	11007 11007 11007
Check 11008 101-448-750-26	O Garage-Operating Expenses	CREST INDUSTRIES	WINDOW SELANT STOCK Total For Check 11008	100362	03/23/22	23.22	11008
Check 11009 101-448-750-26	iO Garage-Operating Expenses	DEALER AUTO PARTS SALES INC	STOCK BATTERIES DPS Total For Check 11009	701595	03/23/22	899.00 899.00	11009
	iO Garage-Operating Expenses iO Garage-Operating Expenses	ELECTRICAL TERMINAL SERVICE ELECTRICAL TERMINAL SERVICE	STOCK CABLE TIES STOCK CABLE TIES Total For Check 11010	710487-00 710487-01	03/23/22 03/23/22		11010 11010
Check 11011 590-200-926-21	0 Supplies	ENLOW ENVIRO LLC	SEWER CLEAANING SOAP Total For Check 11011	1424	03/23/22	606.75 606.75	11011
	O Operating Expenses-Bank Bldg O Operating Expenses-Bank Bldg	EXPERT MECHANICAL SERVICE INC EXPERT MECHANICAL SERVICE INC	1ST FLOOR DIFFUSER-REPLACE FLEX DUCT TECHNICIAN TO MEET ON SITE TO PROVIDE DIRECTION 4TH FLOOR REMODEL PROJECT Total For Check 11012	514599 515291	03/23/22 03/23/22		11012 11012
101-448-750-23 101-448-750-23 530-444-825-42	Const-Operating Supplies Const-Signage, Striping, Barricades Const-Signage, Striping, Barricades Maintenance-Bank Bldg Maintenance-Bank Bldg	GRAINGER GRAINGER GRAINGER GRAINGER GRAINGER	WHEEL CHOCKS SHOWMOBILE FIRE EXTINGUSHERS FOR BUILDING WHEEL CHOCKS SHOWMOBILE FIRE EXTINGUSHERS FOR BUILDING FOAM BULLETIN BOARD SHOWMOBILE TOILET FOR CITY HALL TOLET BASE ADA FOR CITY HALL Total For Check 11013	9239744957 9239744957 9239744965 9230861032 92312941142	03/23/22 03/23/22 03/23/22 03/23/22 03/23/22	248.88 220.66 301.32	11013 11013 11013 11013 11013
Check 11014 590-200-926-21	0 Supplies	JACK DOHENY COMPANIES INC	JETTER NOZZLE FOR TRUCK Total For Check 11014	155344	03/23/22	90.60 90.60	11014
Check 11015 101-440-825-49	0 C of C Inspectors	JEFF EVANS	INSPECTIONS Total For Check 11015	02272022-03132022	03/23/22	620.00 620.00	11015
Check 11016 530-444-825-42	O Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	SUPPLIEES FOR CITY HALL Total For Check 11016	74863	03/23/22	25.79 25.79	11016

Check 11017

Check 140316

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
101-448-750-260	) Garage-Operating Expenses	KAY-KAR SUPPLY CO., LLC	STOCK HARDWARE DPS Total For Check 11017	61636	03/23/22	139.70 139.70
Check 11018 101-448-750-270	D Building Maintenance	RELIABLE DOOR SERVICE, LLC	GARAGE DOOR REPAIR AT POLICE STATION Total For Check 11018	2964	03/23/22	485.00 11018 485.00
Check 140305 731-000-231-040	Payroll W/H-Credit Union	MICHIGAN LEGACY CREDIT UNION	PENSION CREDIT UNION Total For Check 140305	PENSION 3/15/22	03/15/22	475.00 475.00
Check 140306 731-000-394-020	Reserve-MSC Retired Benefits	MUNICIPAL SERVICE	DMS HEALTH INS PENSION Total For Check 140306	PENSION 3/15/22	03/15/22	7,142.20 140306
Check 140307 101-000-231-086	5 Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT Total For Check 140307	P/R ENDING 3/13/22	03/16/22	336.69 140307 336.69
Check 140308 101-000-231-084	Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE Total For Check 140308	P/R ENDING 3/13/22	03/16/22	3,433.74 140308 3,433.74
Check 140309 101-000-231-083	Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER Total For Check 140309	P/R ENDING 3/13/22	03/16/22	6,865.84 140309 6,865.84
Check 140310 101-000-231-030	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111 Total For Check 140310	P/R ENDING 3/13/22	03/16/22	74.00 74.00
Check 140311 101-000-231-030	P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356 Total For Check 140311	P/R ENDING 3/13/22	03/16/22	1,195.74 140311 1,195.74
101-000-231-088 499-000-231-087	7 Pension Liability-DC (Employer) 3 Pension Liability-DC (Employee) 7 Pension Liability-DC (Employer) 3 Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305 Total For Check 140312	P/R ENDING 3/13/22 P/R ENDING 3/13/22 P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22 03/16/22 03/16/22	9,896.19 140312 4,948.08 140312 191.28 140312 95.64 140312 15,131.19
	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 140313	P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22	8,707.05 140313 4,353.56 140313 13,060.61
Check 140314 101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES Total For Check 140314	P/R ENDING 3/13/22	03/16/22	224.50 224.50
Check 140315 101-000-231-030	P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI Total For Check 140315	P/R ENDING 3/13/22	03/16/22	1,108.49 140315 1,108.49

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
	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 140316	P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22	6,500.00 140316 65.00 140316 6,565.00
Check 140317 101-000-231-030	P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN Total For Check 140317	P/R ENDING 3/13/22	03/16/22	10.00 140317 10.00
101-000-231-088 499-000-231-087	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 140318	P/R ENDING 3/13/22 P/R ENDING 3/13/22 P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22 03/16/22 03/16/22	2,100.00 140318 2,100.00 140318 50.00 140318 50.00 140318 4,300.00
	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 140319	P/R ENDING 3/13/22 P/R ENDING 3/13/22	03/16/22 03/16/22	1,866.86 140319 1,866.86 140319 3,733.72
Check 140320 101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK Total For Check 140320	P/R ENDING 3/13/22	03/16/22	4,230.77 140320 4,230.77
Check 140321 101-000-203-030	A/P-Property Tax Overpayments	TIM ANDRES DDS	2021 Win Tax Refund 57 016 02 0309 000 Total For Check 140321	03/15/2022	03/15/22	88.74 140321 88.74
Check 151071 101-215-825-360	Legal Notice	21ST CENTURY MEDIA-MICHIGAN	ACCT #640694 BILLING PERIOD 02/01/22 - 02/28/22 Total For Check 151071	640694 022822	03/23/22	1,091.50 151071 1,091.50
Check 151072 101-301-750-220	Operating Expenses	ABSOPURE WATER COMPANY	ACCT NO 917639, STATEMENT NO 78482224 BOTTLED WATER FOR EXERCISE ROOM 2/8/22 Total For Check 151072	88255491	03/23/22	45.25 151072 45.25
Check 151073 101-000-283-060	BPB21-0080 - PPLMB21-0228 881 4TH	ALWAYS AVAILABLE DRAIN& ROOTER	BD Bond Refund Total For Check 151073	BPB21-0080	03/23/22	1,000.00 151073 1,000.00
Check 151074 101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN HERITAGE LIFE INSURANCE CO	ALL STATE ACCIDENT PLAN COVERAGE PERIOD:02/20/2022 - 03/19/2022 Total For Check 151074	W8433 031422	03/23/22	758.88 151074 758.88
Check 151075 101-000-257-055	Reserve-Recreation Refund Deposits	ANGELA BURY	COPELAND RENTAL REFUND DEPOSIT Total For Check 151075	03162022	03/23/22	50.00 151075 50.00
	Garage-Gasoline & Oil Garage-Other Vehicle Maintenance	AUTO VALUE RIVERVIEW AUTO VALUE RIVERVIEW	STOCK MOTOR OIL LAWN MOWERS AIR FILTER FOR VPS 73 VIN DW644JH618346 Total For Check 151076	349-271677 349-271982	03/23/22 03/23/22	73.08 151076 46.02 151076 119.10
Check 151077 101-448-825-420	Building Services	BAKERS PROPANE INC	PROPANE FOR AIRWAY DPS Total For Check 151077	254250	03/23/22	539.39 151077 539.39

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount (	Check #
Check 151078 499-200-850-539	Beautification Commission	BEAUTIFICATION COUNCIL OF SOUTH-	BEAUTIFICATION COUNCIL OF SE MICHIGAN YEARLY FEE RENEWAL 2022 Total For Check 151078	BCSEM 2022	03/23/22	20.00	151078
101-000-231-020	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer) Payroll W/H-Hospital Insurance	BLUE CARE NETWORK BLUE CARE NETWORK BLUE CARE NETWORK	00129760 0001 APRIL 2022 00129760 0001 APRIL 2022 00129760 0001 APRIL 2022 Total For Check 151079	22067000059 04/22 22067000059 04/22 220670000059 04/22	03/23/22 03/23/22 03/23/22	11,225.66 2,806.42 4,092.69 18,124.77	
	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0019 APRIL 2022 007006086 0019 APRIL 2022 Total For Check 151080	07006086 0019 04/22 07006086 0019 04/22	03/23/22	17,688.26 2,373.95 20,062.21	151080 151080
Check 151081 732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0033 APRIL 2022 Total For Check 151081	07006086 0033 04/22	03/23/22	11,450.82 11,450.82	151081
	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0034 APRIL 2022 007006086 0034 APRIL 2022 Total For Check 151082	07006086 0034 04/22 07006086 0034 04/22	03/23/22 03/23/22	54,321.64 698.22 55,019.86	151082 151082
	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0012 APRIL 2022 007006086 0012 APRIL 2022 Total For Check 151083	07006086 0012 04/22 07006086 0012 04/22	03/23/22 03/23/22	64,876.61 16,219.15 81,095.76	151083 151083
101-000-231-020 499-000-231-020	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 APRIL 2022 007006086 0011 APRIL 2022 007006086 0011 APRIL 2022 007006086 0011 APRIL 2022 Total For Check 151084	07006086 0011 04/22 07006086 0011 04/22 07006086 0011 04/22 07006086 0011 04/22	03/23/22 03/23/22 03/23/22 03/23/22	1,694.12	151084
Check 151085 101-000-257-064	BCB20-0128 - PCI20-0019 145 MAPLE	CHAFIC CHEMEISSANI	BD Bond Refund Total For Check 151085	BCB20-0128	03/23/22	1,000.00 1,000.00	151085
Check 151086 290-448-825-491	Compost Tipping Fee	CITY OF TAYLOR	COMPOST DUMPING AUG 2021 Total For Check 151086	INV0014347	03/23/22	169.02 169.02	151086
Check 151087 101-000-257-064	Reserve-Compliance Escrow	CO-OP SERVICES CREDIT UNION	UTILITY ESCROW REFUND DECEMBER 2012 Total For Check 151087	UTILITY ESCROW	03/23/22	1,000.00	151087
101-448-750-260	Garage-Operating Expenses Garage-Operating Expenses Garage-Operating Expenses	DEALER AUTO PARTS SALES INC DEALER AUTO PARTS SALES INC DEALER AUTO PARTS SALES INC	STOCK WASHER FLUID DPS STOCK WASHER FULID DPS CERDIT Total For Check 151088	694764 685745 677606	03/23/22 03/23/22 03/23/22		151088 151088 151088

Check 151089

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount (	Check #
590-200-925-752	2 Excess Flow Charges	DOWNRIVER UTILITY WASTEWATER	March 2022 Excess Flow Total For Check 151089	301931	03/23/22	113,468.00 113,468.00	151089
Check 151090 101-303-825-910	O Electric	DTE ENERGY	Gas - 14300 Reaume Parkway Civic Cir,. Southgate - 02/04/22-03/07/22 Total For Check 151090	910035252030	03/23/22	225.89 225.89	151090
Check 151091 101-000-257-064	4 BCB14-0114 - PUS14-0005 1746 15TH	ESQUIVEL, MARTHA	BD Bond Refund Total For Check 151091	BCB14-0114	03/23/22	400.00 400.00	151091
Check 151092 101-000-257-064	4 BCB15-0164 2407 20TH	FISHER, ROBERT	BD Bond Refund Total For Check 151092	BCB15-0164	03/23/22	1,200.00 1,200.00	151092
	O Garage-Operating Expenses 1 Garage-Other Vehicle Maintenance	FLEET PRIDE FLEET PRIDE	STOCK BRAKE CHAMBERS BRAKE PARTS VPS 171 Total For Check 151093	94739852 94470092	03/23/22 03/23/22	33.82 73.59 107.41	151093 151093
Check 151094 101-000-283-060	0 BPB22-0005 - PPLMB22-0031 2100 22ND	FLOYD'S SEWER, DRAIN & EXCAVATING L	BD Bond Refund Total For Check 151094	BPB22-0005	03/23/22	500.00 500.00	151094
Check 151095 499-200-850-539	9 Beautification Commission	FRIENDS OF THE DETROIT RIVER	2022 MEMBERSHIP FEE Total For Check 151095	FDR 2022	03/23/22	50.00 50.00	151095
Check 151096 101-000-257-064	4 BCB18-0227 1238 LINCOLN	JACOB CARLISE	BD Bond Refund Total For Check 151096	BCB18-0227	03/23/22	1,500.00 1,500.00	151096
Check 151097 101-000-257-064	4 BCB19-0001 1842 23RD	JAMAL SAFAH	BD Bond Refund Total For Check 151097	BCB19-0001	03/23/22	1,000.00 1,000.00	151097
Check 151098 101-000-257-064	4 BCB21-0221 1062 10TH	JOSELYN CRUZ-REYES	BD Bond Refund Total For Check 151098	BCB21-0221	03/23/22	200.00	151098
Check 151099 499-200-850-539	9 Beautification Commission	KEEP MICHIGAN BEAUTIFUL	ANNUAL DUES 2022 Total For Check 151099	993	03/23/22	25.00 25.00	151099
Check 151100 101-209-750-230 101-209-825-350	=	KENT COMMUNICATIONS INC KENT COMMUNICATIONS INC	JOB 163505 FINAL PP AND ACN JOB 163505 FINAL PP AND ACN Total For Check 151100	163505 163505	03/23/22 03/23/22		151100 151100
Check 151101 101-000-257-064	4 BCB21-0256 184 RIVERBANK	M & M REAL ESTATE ASSURANCE LLC	BD Bond Refund Total For Check 151101	BCB21-0256	03/23/22	3,000.00	151101
	D P/R Deductions-LTD (Employer) 1 P/R Deductions-LTD (Employee)	MADISON NATIONAL LIFE INSURANCE CO. MADISON NATIONAL LIFE INSURANCE CO.	LTD - MARCH 2022 LTD - MARCH 2022	MARCH 2022 MARCH 2022	03/23/22 03/23/22	1,290.82 675.51	

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
499-000-231-050	P/R Deductions-LTD (Employer)	MADISON NATIONAL LIFE INSURANCE CO.	LTD - MARCH 2022 Total For Check 151102	MARCH 2022	03/23/22	9.12 1,975.45	151102
Check 151103							
101-000-257-064	BCB21-0040 1889 15TH	Matthew Cole	BD Bond Refund	BCB21-0040	03/23/22		151103
			Total For Check 151103			3,400.00	
Check 151104							
101-000-257-064	BCB20-0142 20 CHESTNUT	MICHELLE ADAMS	BD Bond Refund	BCB20-0142	03/23/22	500.00	151104
			Total For Check 151104			500.00	-
Check 151105							
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	STOCK SIGHT GAUGE	PD13223994	03/23/22	41.35	151105
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	STOCK SIGHT HYD GAUGE	PD13223997	03/23/22	41.35	151105
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	STOCK HOOD HINGE	PD13223998	03/23/22	99.40	151105
	Garage-Other Vehicle Maintenance	MICHIGAN CAT	STOCK DOOR CABLE	PD13224002	03/23/22	19.75	151105
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	STOCK DOOR LATCH A SPRING	PD13224000	03/23/22		151105
			Total For Check 151105			295.05	
Check 151106							
499-200-926-114	Operating Expenses	MICHIGAN DOWNTOWN ASSOCIATION	MDA MEMBERSHIP 4/30/22 - 4/30/23	2987	03/23/22	200.00	151106
			Total For Check 151106			200.00	-
Check 151107							
101-336-925-720	Education	MICHIGAN FIRE TRAINING CONSULTANTS	DRIVERS TRAINING FOR 5	32022	03/23/22	300.00	151107
			Total For Check 151107			300.00	•
Check 151108							
	P/R Deductions-Life Ins (Employer)	MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - MARCH 2022	MARCH 2022	03/23/22	1,625.00	151108
	P/R Deductions-Life Ins (Employer)	MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - MARCH 2022	MARCH 2022	03/23/22		151108
732-000-393-035	Reserve-Health & Life	MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - MARCH 2022	MARCH 2022	03/23/22	216.82	151108
			Total For Check 151108			1,854.83	
Check 151109							
	Electric 1168 GROVE	MUNICIPAL SERVICE	1168 GROVE - FEBRUARY 2022	001153-018253 FEB22	03/23/22	314.57	151109
101-303-825-910	Electric 1168 GROVE	MUNICIPAL SERVICE	1168 GROVE - FEBRUARY 2022	001153-018253 FEB22	03/23/22	314.56	151109
101-303-825-920	Water 1170 GROVE	MUNICIPAL SERVICE	1170 GROVE - FEBRUARY 2022	001153-026385 FEB22	03/23/22	50.81	151109
101-336-825-910	ELECTRIC 1093 FORD	MUNICIPAL SERVICE	1093 FORD FEBRUARY 2022	035027-025993 FEB 22	03/23/22	1,128.15	151109
101-336-825-920	WATER 1093 FORD	MUNICIPAL SERVICE	1093 FORD FEBRUARY 2022	035027-025993 FEB 22	03/23/22	129.98	151109
101-448-825-910	Electric 4201 13TH	MUNICIPAL SERVICE	4201 13TH FEBRUARY 2022	001153-024523 FEB22	03/23/22	2,457.87	151109
	Water 4201 13TH	MUNICIPAL SERVICE	4201 13TH FEBRUARY 2022	001153-024523 FEB22	03/23/22		151109
	Electric - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE FEBRUARY 2022	000000-063407 FEB 22	03/23/22	54.69	151109
	Electric - 2306 4TH	MUNICIPAL SERVICE	2306 4TH FEBRUARY 2022	029023-006227 FEB 22	03/23/22	,	151109
	ELECTRIC - 2050 LUDINGTON	MUNICIPAL SERVICE	2050 LUDINGTON FEBRUARY 2022	009777-018731 FEB 22	03/23/22		151109
	ELECTRIC - 1940 LUDINGTON	MUNICIPAL SERVICE	1940 LUDINGTON FEBRUARY 2022	009775-017829 FEB 22	03/23/22	161.67	151109
	ELECTRIC - 2304 12TH ELECTRIC - 2304 12TH 2	MUNICIPAL SERVICE MUNICIPAL SERVICE	2304 12TH FEBRUARY 2022 2304 12TH 2 MARCH 2022	019319-017541 FEB 22 019527-017585 MAR 22	03/23/22	16.19 19.44	151109 151109
	ELECTRIC - 2304 121H 2	MUNICIPAL SERVICE MUNICIPAL SERVICE	2304 121H 2 WARCH 2022 2289 15TH FEBRUARY 2022	020613-017757 FEB 22	03/23/22	78.02	151109
	ELECTRIC - 2289 131H ELECTRIC - 4267 23RD FLD	MUNICIPAL SERVICE MUNICIPAL SERVICE	4267 23RD FLD FEBRUARY 2022	028143-016787 FEB 22	03/23/22		151109
	ELECTRIC - 4207 23RD FLD  ELECTRIC - 4119 20TH CONC	MUNICIPAL SERVICE MUNICIPAL SERVICE	4119 20TH CONC FEBRUARY 2022	025453-022215 FEB 22	03/23/22	40.99	151109
	ELECTRIC - 4119 20TH	MUNICIPAL SERVICE	4119 20TH FEBRUARY 2022	025451-021239 FEB 22	03/23/22		151109
	Water - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE FEBRUARY 2022	000000-063407 FEB 22	03/23/22	16.17	151109
	Water - 2306 4TH	MUNICIPAL SERVICE	2306 4TH FEBRUARY 2022	029023-006227 FEB 22	03/23/22	38.50	151109
					03/23/22	9,151.17	151109
101-756-825-910	Electric - 3131 3RD	MUNICIPAL SERVICE	3131 3RD FEBRUARY 2022	028511-017633 FEB 22	03/23/22	5,131.17	
101-756-825-910 101-756-825-920	Water - 3131 3RD	MUNICIPAL SERVICE MUNICIPAL SERVICE	3131 3RD FEBRUARY 2022 3131 3RD FEBRUARY 2022	028511-017633 FEB 22	03/23/22	,	

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 03/10/2022 - 03/23/2022

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
	2 17 SUPERIOR FEBRUARY 2022 D Electric - 3625 BIDDLE	MUNICIPAL SERVICE MUNICIPAL SERVICE	17 SUPERIOR FEBRUARY 2022 3625 BIDDLE FEBRUARY 2022	69183 FEBRUARY 2022 001231-014199 DEC 22	03/23/22 03/23/22		151109 151109
525-750-825-910	D Electric - 3635 BIDDLE D Electric - 4305 BIDDLE	MUNICIPAL SERVICE MUNICIPAL SERVICE	3635 BIDDLE FEBRUARY 2022 4305 BIDDLE FEBRUARY 2022	001233-014201 FEB 22 001267-014215 FEB 22	03/23/22 03/23/22	181.05	151109 151109
	D Electric - 1 PINE BASF D Electric - 4325 BIDDLE	MUNICIPAL SERVICE MUNICIPAL SERVICE	1 PINE BASF 4325 BIDDLE FEBRUARY 2022	044083-022795 FEB 22 001273-014219 FEB 22	03/23/22 03/23/22		151109 151109
	O Water - 3625 BIDDLE	MUNICIPAL SERVICE MUNICIPAL SERVICE	3625 BIDDLE FEBRUARY 2022	001273-014219 FEB 22 001231-014199 DEC 22	03/23/22		151109
525-750-825-920	Water - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE FEBRUARY 2022	001233-014201 FEB 22	03/23/22	26.95	151109
	O Water - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE FEBRUARY 2022	001267-014215 FEB 22	03/23/22		151109
	O Operating Expenses-Bank Bldg D ELECTRIC-BANK BLDG 3200 BIDDLE	MUNICIPAL SERVICE MUNICIPAL SERVICE	3200 BIDDLE - FEBRUARY 2022 3200 BIDDLE - FEBRUARY 2022	068011-011323 FEB22 068011-011323 FEB22	03/23/22 03/23/22		151109 151109
	Water-Bank Bldg 3200 BIDDLE	MUNICIPAL SERVICE	3200 BIDDLE - FEBRUARY 2022	068011-011323 FEB22	03/23/22	153.07	151109
			Total For Check 151109			23,347.64	
Check 151111		powds popy suop		20222	02/22/22	75.00	
101-448-825-430	Garage-Police Vehicle Maintenance	RONY'S BODY SHOP	FRONT END ALGNMENT FOR VP 7-6 VIN 1GNLC2EC7FR577056  Total For Check 151111	392332	03/23/22	75.00 75.00	151111
			Total For Cleck 131111			73.00	
Check 151112 101-000-257-064	4 BCB18-0263 307 POPLAR	SANDRA ORTIZ	BD Bond Refund	BCB18-0263	03/23/22	1,000.00	151112
			Total For Check 151112			1,000.00	
Check 151113							
	1 Garage-Other Vehicle Maintenance	SELL'S EQUIPMENT	REPAIRS TO VPS 46 VIN LV46R240451	446664	03/23/22	5,454.86	151113
			Total For Check 151113			5,454.86	
Check 151114							
	O Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES	3502171479	03/23/22	674.90	151114
101-200-750-210	O Office Supplies	STAPLES ADVANTAGE	SHARPE CALCULATOR	3502171480	03/23/22		151114
			Total For Check 151114			742.39	
Check 151115							
101-000-610-010	Receipts-Fire Rescue Service	STATE OF MICHIGAN	AMBULANCE ASSESSMENT 01-01-2022 - 03-31-2022 Total For Check 151115	491-406513	03/23/22	1,359.26 1,359.26	151115
			Total For Check 151115			1,359.20	
Check 151116	Course Maintenance	THE TORO COMPANY NSN	MONTHLY FEE	03012022	03/23/22	243.00	151116
323-730-730-230	Course Maintenance	THE TORO COMPANT NON	Total For Check 151116	03012022	03/23/22	243.00	131110
						2 13.00	
Check 151117 101-000-257-064	4 BCB19-0214 - PCI19-0040 4308 13TH	TIM'S PROPERTY MANAGEMENT LLC	BD Bond Refund	BCB19-0214	03/23/22	1,000.00	151117
			Total For Check 151117			1,000.00	
Ch 1: 454440							
Check 151118 101-336-750-221	1 Cellular Phones & Pagers	VERIZON WIRELESS	INV #9901102198 FEB 5-MARCH 4, 2022	942095991-00001	03/23/22	145.07	151118
	Cellular Phones & Pagers	VERIZON WIRELESS	FEB 05 - MARCH 04	9901049369	03/23/22		151118
	2 Cellular Phones & Pagers	VERIZON WIRELESS	FEB 05 - MARCH 04	9901049369	03/23/22		151118
	2 Cellular Phones & Pagers	VERIZON WIRELESS	ROTHERMAL/MARTIN 2-2022 CELL PHONE	9901058739	03/23/22		151118
59U-ZUU-9Z6-31U	Operation, Maintenance & Replacement	VERIZON WIRELESS	FEB 05 - MARCH 04 Total For Check 151118	9901049369	03/23/22	120.08 501.61	151118
Chock 151110							
Check 151119 101-301-925-770	Prisoner Transport/Holding	WAYNE COUNTY ACCOUNTS RECEIVABLE	JAIL BILLINGS FOR NOVEMBER 2021	309992	03/23/22	2,415.00	151119
202-440-825-420	9	WAYNE COUNTY ACCOUNTS RECEIVABLE	FEBRUARY 2022 TRAF SIG MAINT	310063	03/23/22		151119
202-440-825-420		WAYNE COUNTY ACCOUNTS RECEIVABLE	SEPTEMBER 2021 TRAF SIG MAINT	308676	03/23/22	985.95	151119
202-440-825-460	nesuracing	WAYNE COUNTY ACCOUNTS RECEIVABLE	FINAL AMOUNT DUE PENNSYLVANIA - FORT TO CENTRAL	310005	03/23/22	29.60	151119

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

#### EXP CHECK RUN DATES 03/10/2022 - 03/23/2022 JOURNALIZED PAID

BANK CODE: CLAIM

		BANK CODE: CLAIM				
GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
		Total For Check 151119		_	4,138.57	
Check 151120						
285-225-925-860 Art Fair	WYANDOTTE TEES	WYANDOTTE DECA JAKE CONZ	031522	03/23/22		151120
		Total For Check 151120			250.00	
Check 151121				( (		
530-444-825-420 Maintenance-Bank Bldg	AMERICAN LOCK & KEY	REPLACEMENT DOOR LOCK AT CITY HALL Total For Check 151121	13376	03/23/22	50.00	151121
		Total For Check 131121			30.00	
Check 151122	ALITO VALUE DIVEDVIEW	CTOCK MOTOR OIL FOR LAWN MOWERS DRS	240 272424	02/22/22	72.00	151122
101-448-750-261 Garage-Gasoline & Oil	AUTO VALUE RIVERVIEW	STOCK MOTOR OIL FOR LAWN MOWERS DPS Total For Check 151122	349-272424	03/23/22	73.08	151122
		Total For Check 131122			75.06	
Check 151123 101-448-825-420 Building Services	BAKERS PROPANE INC	PROPANE FOR AIRWAY	248295	03/23/22	887.03	151122
101-446-623-420 Building Services	BAKERS PROPARE INC	Total For Check 151123	248233	03/23/22	887.03	131123
		10td 1 01 Click 252225			007.00	
Check 151124 101-448-750-231 Const-Signage, Striping, Barricades	HOODS DO IT CENTER	FASTENERS FOR FLOOR OF SHOWMOBILE	70002	03/23/22	100.96	151124
101-448-750-231 Const-Signage, Striping, Barricades	HOODS DO IT CENTER	FASTENERS TO FABRICATE BUMBERS FOR SHOWMOBILE	70002	03/23/22		151124
		Total For Check 151124			139.91	
Check 151125						
101-448-750-242 Parks-Equipment	LOWE'S COMPANIES INC	CREDIT CARD STATEMENT 1-25-2022 TO 2-25-22	99002006684	03/23/22	327.39	151125
101-448-750-270 Building Maintenance	LOWE'S COMPANIES INC	CREDIT CARD STATEMENT 1-25-2022 TO 2-25-22	99002006684	03/23/22	62.40	151125
		Total For Check 151125		·	389.79	
	Fund Totals:					
	Tunu Totais.	Fund 101 General Fund			469,799.42	
		Fund 202 Major Street Fund			1,723.57	
		Fund 260 Michigan Indigent Defense			5,200.00	
		Fund 281 Housing Rehabilitation Fund Fund 285 Special Events Fund			25.00 1,590.11	
This is to certify that the above vouchers amounting to \$2,1	34.447.93 have been examined, that the materials and		the materials and service	es have been re	117,718.64	
services have been received, that the price and computation		Fund 492 TIFA Consolidated Fund			5,000.00	
supporting data are attached and in order and that the prop	per accounts have been charged. The Treasurer is	Fund 499 DDA tax increment Finance Fund			21,678.67	
hereby authorized to pay the above vouchers.		Fund 525 Municipal Golf Course Fund			6,965.75	
Mayor		Fund 530 Building Rental Fund			32,698.20 118,566.43	
Mayor	<del></del>	Fund 590 Sewage Fund Fund 677 Self Insurance Fund			605.20	
		Fund 701 Trust Fund			386,610.87	
City Clerk		Fund 731 Retirement System Fund			82,805.54	
		Fund 732 Retiree Health Care Fund			90,842.40	
		Total For All Funds:		_	1,341,829.80	
		Pension Checks			553,008.14	
		Payroll Checks TOTAL			239,609.99	
		IOIAL			2,134,447.93	

## **RESOLUTION**

Item Number: #
Date: March 28, 2022

RESOLUTION by Councilperso	n		
RESOLVED that the total bills a hereby APPROVED for paymen		as presented by the Mayo	or and City Clerk are
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilpersor	1		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		

Stec

#### **REPORTS & MINUTES**

# CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT MARCH 10, 2022

Members Present: John Darin, Chairman, Noel Galeski, Wendy Leach, Alice Ugljesa

Members Excused: Nancy Alm, Patti Christie, Barbara Freese, Patricia Iacopelli, Stephanie Pizzo

Guest(s): None

- 1. Call to Order: The meeting was called to order by John at 6:07 pm. There was a quorum present.
- 2. <u>Approval of Agenda:</u> Motion was made by Alice, seconded by Wendy, to approve this meeting's agenda as presented. The motion was approved.
- 3. Reading and Approval of Previous Minutes:
  - a. <u>February 10, 2022 Regular Meeting</u>: After review of the minutes, Wendy made a motion, seconded by Alice, to approve the draft minutes of the February 10, 2022 regular meeting of the Beautification Commission without change. The motion was approved.

#### 4. Chairperson's Report

- a. <u>Distribution of Documents</u>: John distributed the Meeting Attendance Log.
- b. Resignation of Commissioner Nick Beaven: John reported that Nick Beaven has submitted his resignation from the Beautification Commission, effective March 9, 2022. Consequently, the Commission's Volunteer Coordinator position will need to be filled.

#### 5. Treasurer's Report:

- a. <u>FY 2021-2022 YTD Expense Report</u>: The FY 2021-2022 YTD Expense Report was distributed and reviewed. There were expenses of \$95.00 for municipal membership renewals, and \$4,440.86 in accrued expense for Spring Dig-In flowers and supplies, leaving a TIF Primary Account current balance of \$2,775.18. There were no expenses from the GFM Reserve Account, leaving a current balance of \$27.80.
- 6. Public & Media Relations and Event Marketing Report: John distributed a flyer produced by Julie to help market and promote the vacant commissioner positions. The consensus of the commissioners present was that this was an excellent flyer, and it should be used in a campaign to recruit 2 new engaged Commissioners. Julie had offered to post this flyer on the Commission's web page, and will use the Yack sign, also. Julie has been requested to forward the flyer to Patti for posting on the Commission's Facebook page and other social media outlets. Wendy also reported that she will be posting the Spring Clean-Up flyers on Facebook.
- 7. <u>Community Garden Report</u>: The Community Garden is scheduled to open for the 2022 season on April 23<sup>rd</sup>. John reported for Barb that community garden applications are being received, to date 10 have been received from 2021 gardeners and 6 received from new applicants who were placed on the wait list in order of date of application.
- 8. Adopt-A-Spot Report: There was no new activity to report. Wendy requested that the Goddard Road sign be removed from list of Adopt-A-Spot sites, due to the fact that the Commission cannot lay a perimeter of rocks around the planting because of a potential road hazard. The Commission approved this request by unanimous consensus.
- 9. Spring Clean-Up Planning: Noel distributed and reviewed her plans for the Clean-Up. The plans remain essentially the same as last year. However, there was discussion regarding the event date. It was changed to the following Saturday, April 23<sup>rd</sup> by unanimous consensus. The major area of concern was the lack of a Volunteer Coordinator. After discussion, Wendy volunteered to assume that responsibility. After further discussion, the Commission appointed Nancy to replace Wendy as Adopt-A-Spot Coordinator. John will forward the Commission's congratulations to Nancy. It was further emphasized that the beds at the corner of First and Elm need to be cleared of excess plant growth.

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## 10. Downtown Planting Updates:

- a. <u>Spring Dig-In Landscape Subcommittee Planning</u>: The Spring Dig-In date was confirmed as May 21<sup>st</sup>. Flowers will be delivered at 7:30 am. Detailed plans will be forthcoming.
- b. <u>Spring Hanging Basket Planning</u>: Alice reported that plans are for a 7:30 am delivery on Saturday, May 21. Eckert's will install all hanging baskets.
- 11. Old Business: There was no Old Business.
- 12. New Business: There was no New Business.
- 13. Round-Table Reports and Announcements: There were no Round Table Reports or Announcements.
- 14. Next Meeting: The next meeting of the Beautification Commission is scheduled for Thursday, April 14, 2022 at 6:00 pm at City Hall, City Council Chambers.
- 15. Adjournment: The meeting was adjourned at 7:45 pm.

Respectfully Submitted,

John M. Darin

Chairman,

Wyandotte Beautification Commission



# CITY OF WYANDOTTE FIRE FIGHTER'S CIVIL SERVICE COMMISSION MINUTES

A Regular Meeting of the City of Wyandotte Fire Fighter's Civil Service Commission was called to order by President Ptak at 5:15 p.m. on March 9, 2022, in the Central Fire Station Conference Room, 266 Maple, Wyandotte, Michigan.

ROLL CALL

PRESENT: Commissioner Michael J. Ptak, President

Commissioner Brian Kuhn, Secretary

Commissioner David Liberacki, Vice President

ABSENT: None

ALSO, PRESENT: Dan Wright, Fire Chief

Tom Lyon, Assistant Fire Chief Jeremy Moline, Union Secretary

Beth Lekity, Commission Recording Secretary

## APPROVAL OF MINUTES

Motion by Ptak, Supported by Kuhn

To approve the minutes of the February 9, 2022, meetings of the Firefighter's Civil Service Commission. MOTION CARRIED.

## COMMUNICATIONS

## OLD BUSINESS

## **NEW BUSINESS**

1. Location of April Exams

Motion by Kuhn, Supported by Liberacki

To notify the testing candidates, 8 in total, that the Sergeant and Assistant Fire Chief examination will be held at the following location on April 13, 2022: WMS Boardroom, City Hall, 2<sup>nd</sup> Floor MOTION CARRIED.

2. Status of certification of eligibility list for new firefighters

Motion by Kuhn, Supported by Ptak

To revise the resolution of 9/11/2019 regarding the process for hiring new WFD Firefighters by removing the requirement of the WFD Chief to submit need for hiring to Police and Fire Commission.

- a. WFD Chief to submit vacancy and need for hiring to Appointing Officer (Mayor)
- b. Appointing Officer sends request to CSC and asks for eligibility list
- c. CSC will advertise in local paper for 2 weeks in 4 consecutive ads. Verbiage for ad to be supplied to CSC from WD Chief and/or Union President/Representative.
- d. Date for deadline for newspaper ad to be set for 2 weeks after the final ad placement.
- e. CSC to also distribute ad to City personnel responsible for placement on local cable, various city-administered Facebook accounts, and bulletin board postings.
- f. 72 hours after deadline in advertisement (recommended by EMPCO to allow for processing of test scores taken at test centers), CSC shall pull EMPCO list and advance Eligibility List expiration date 2 years from the date of the List Retrieval.
- g. CSC will provide list to WFD Chief.

 h. Chief may replenish list from EMPCO for 2 years from date of Retrieval List with notification of the Commission by email should there be a need due to exhaustion of list or unsuccessful interviewing.
 MOTION CARRIED.

#### 3. Certification of Exam Results Process

Motion by Liberacki, Supported by Kuhn

To revise the procedure for the certification of exam results that would allow for timely notification of results to test candidates. This procedure shall be as follows:

#### **Current Process:**

- a. Administer Examination on Exam Date
- b. Submit and Receive Results from EMPCO
- c. Schedule Special Meeting of the Civil Service Commission within 1 week of receiving results, pending Commissioner Schedules
- d. Certify Results at Special Meeting
- e. Notify Candidates of Results via postal mail and inter-office mail.

## **Revised Process:**

- a. Administer Examination on Exam Date
- b. Submit and Receive Results from EMPCO
- c. Recording Secretary to send the following to each Commissioner via email:
  - 1. EMPCO Results
  - 2. Results calculation using template and Commission-approved seniority points
  - 3. Revised Eligibility List
  - 4. Letters of Pass/Fail for each candidate
- d. Commissioners will respond directly to Recording Secretary with any questions and/or approval to certify results
- e. Upon approval by all Commissioners, Recording Secretary will notify candidates of results via email and inter-office mail
- f. Results will be added to the next regularly scheduled meeting agenda for formal approval MOTION CARRIED.

## **DATE OF NEXT COMMISSION MEETING:** April 13, 2022 (Sergeant & Asst. Fire Chief Exams)

## <u>ADJOURNMENT</u>

Motion by Kuhn, Supported by Ptak

To adjourn this meeting of the Firefighter's Civil Service Commission at 5:50p.m.

MOTION CARRIED.

Beth Lekity, Recording Secretary

Wyandotte Fire Fighter's Civil Service Commission

#### **OFFICIALS**

Theodore H. Galeski

Lawrence S. Stec

Todd M. Browning
CITY TREASURER



Robert A. DeSana

COUNCIL

MAYOR

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

#### **CULTURAL & HISTORICAL COMMISSION**

Meeting Minutes
Thursday February 11, 2022
Marx Home
6:15pm

Present: Sue Pilon, Jakki Malnar, Eula Grooms, Rebecca Pilon, Don Gutz

Excused: Anne Ronco, Ken Munson, Ken Navarre, Nancy Bozzo

Staff: Jesse Rose, Museum Director, Audrey Wicklander, Museum Assistant

Council Liaison: Rose Shuryan

Call to Order: The meeting was called to order at 6:16 pm.

MOTION by Jakki Malnar, SUPPORTED by Eula Grooms, to approve the January minutes. Motion carried 5-0.

President's Report: A moment of silence was given in honor of Ed Ronco, Vice President Anne Ronco's husband.

Director's Report: An update on the collection project was announced to commissioners. The project is still ongoing.

MOTION by Eula Grooms, SUPPORTED by Rebecca Pilon, to approve the January finance report, pending audits. Motion carried 5-0.

Historical Society: No board members of this group were in attendance.

Friends of the Wyandotte Museums: No board members of this group were in attendance.

**Committee Report:** Other than the long-range planning committee, no other active committees have met to report. Committees will continue to ramp up their efforts to meet after absences due to the pandemic.

An updated committee list was distributed and discussed.

**Old Business:** Don Gutz gave a brief presentation on a proposed Shipbuilders/Shipbuilding Monument in Bishop Park. The project had been on hold throughout the pandemic. Commissioners that were present gave their full support for the new monument.

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • <u>museum@wyandottemi.gov</u> www.wyandotte.net



#### **OFFICIALS**

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

## **CULTURAL & HISTORICAL COMMISSION**

**New Business:** Council Liaison, Rose Shuryan, requested that the Museum Director send a finance report to the City Clerk each month as an attachment with the commission minutes.

Late Items: No late items were discussed.

MOTION by Eula Grooms, SUPPORTED by Rebecca Pilon, to adjourn the meeting at 7:18pm. Motion carried 5-0.

Respectfully Submitted,

Audrey Wicklander, Museum Assistant

## Finance Report - Wyandotte Museum

Summary for the month of: January 2022

	Revenue	Expenses
Deposits	\$1,231.00	
Utilities		\$1,317.76
Miscellaneous Expenses		\$349.74

Current Budget Balances as of: January 31, 2022

## Expense Accounts

Account	Balance Available	2021/2022 Budgeted Amount
Automobile	\$160.00	\$160.00
Building Maintenance and	\$7,205.80	\$8,500.00
Supplies		
Education	\$240.00	\$240.00
Electric	\$3,462.17	\$5,500.00
Gas	\$4,179.97	\$5,500.00
HES Expense	\$3,351.92	\$7,000.00
Office Supplies	\$1,050.00	\$1,050.00
Phone	\$515.16	\$1,000.00
Postage	\$40.00	\$40.00
Printing	\$800.00	\$800.00
Water	\$1,249.88	\$1,875.00

## Revenue Accounts

Account	Collected Revenue	
Reserve	\$158,305.14	
Vintage Base Ball Reserve	\$692.98	

## Deposits

Event	Amount	Deposited Account	Cash/Check	Description
Tours - December	\$154.00	Reserve	Cash	Donations
Private Group Tour	\$150.00	Reserve	Check	Detroit Historical Society
Festive Fridays	\$172.00	Reserve	Cash	Donations
Donation	\$50.00	Reserve	Check	From Eula Grooms
Music at the Museum	\$80.00	Reserve	Check	November/December Lessons
Marx Home Rent	\$625.00	Marx Home Rent	Check	``

Total Revenue: \$1,231.00

## Utilities (December)

Heat/Gas	Amount	Account
Campus Wide	\$742.33	Gas
	¢740 22	

**\$742.33** 

Water	Amount	Account
Ford-MacNichol	\$21.94	Water
Burns	\$21.74	Water
Marx	\$21.74	Water
Log Cabin	\$0.00	Water

Subtotal: \$65.42

Electricity	Amount	Account
Ford-MacNichol	\$165.66	Electric
Burns	\$92.37	Electric
Marx	\$130.77	Electric
0-14-4-1	4000.00	

**Subtotal:** \$388.80

Phone/Internet	Amount	Account
Ford-MacNichol	\$6.00	Telephone
Burns	\$109.21	Telephone
Marx	\$6.00	Telephone

Subtotal: \$121.21

Total Utilities: \$1,317.76

# Miscellaneous Expenses

Vendor	Amount	Account	Description
Hood's Do-It	\$8.54	Heritage Days	Fire Log for Fireplace/Festive Fridays
Tom Faryniarz	\$44.30	Heritage Days	Batteries for Window Candles/Festive Fridays
Hood's Do-It	\$26.60	Bldg. Maint. & Supplies	Paint Supplies and Lighters
Wyandotte Alarm Co.	\$75.00	Bldg. Maint. & Supplies	Museum Fire Monitoring
Wyandotte Alarm Co.	\$195.30	Bldg. Maint. & Supplies	Burns Home Alarmnet Radio Monitoring

Total Misc. Expenses: \$349.74

# CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, March 8, 2022. Commissioner Harris called the meeting to order at 6:04 p.m.

### ROLL CALL:

Present: Commissioner John Harris

Commissioner Bobie Heck

Chief Daniel Wright

Assistant Chief Thomas Lyon

Recording Secretary: Lynne Matt

Absent: Commissioner Doug Melzer

#### **READING OF JOURNAL**

Motioned by Commissioner Heck, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on February 22, 2022. Motion carried unanimously.

#### **COMMUNICATIONS**

#### **NEW BUSINESS**

#### **DEPARTMENTAL**

- Wyandotte Fire Department Monthly Report February 2022
   Commissioner Heck motioned to receive report and place on file; supported by Commissioner Harris. Motion carried.
- 2. Department bills submitted February 23, 2022 in the amount of \$3,033.00 Commissioner Heck motioned to pay bills and accounts submitted as stated above; Supported by Commissioner Harris. Roll call; motion carried.

Fire Commission Meeting Page 2 March 8, 2022

#### **LATE ITEMS**

Chief Wright received phone call from Mayor's office extending promotion to Assistant Chief Lyon to Chief. Mayor's office is seeking support from Commission for the promotion, which each Commissioner received via electronic mail March 4, 2022. Commissioner Heck concurs with Mayor DeSana's recommendation to promote Assistant Chief Lyon to Chief; supported by Commissioner Harris. Motion carried.

Chief Wright stated Probationary Fire Fighter Nicholas Armstrong resigned last month. Commissioner Heck motioned to accept resignation; supported by Commissioner Harris. Motion carried.

#### **ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:19 p.m.

Respectfully submitted,

3-22-22

Bobie Heck Secretary

BH/lm

## City of Wyandotte

#### PLANNING COMMISSION

# Minutes of the Thursday, January 20, 2022, Meeting MINUTES AS RECORDED

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

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

COMMISSIONERS EXCUSED: Duran, Parker, Schultz

ALSO PRESENT: Gregory J. Mayhew, City Engineer

Michelle Bennett, Planning Consultant Kelly Roberts, Recording Secretary

#### **COMMUNICATIONS:**

No communications received

#### APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER LUPO, supported by Commissioner Sarnacki, to approve the minutes of the regular Meeting of December 16, 2021.

MOTION PASSED.

#### **OLD BUSINESS:**

None

#### **NEW BUSINESS:**

1. Public Hearing #12142021 – David Martin, Owner and Appellant, has applied for a Certificate of Occupancy for a music recording studio in the garage at 109 Vinewood, Wyandotte, Michigan. The property is zoned RT (Two Family Residential District) and accordance to the City's Zoning Ordinance, §190.035I.1g and §190.035.4 which requires approval by the Planning Commission as a Special Use.

MOTION BY COMMISSIONER KOWALEWSKI, supported by Commissioner Lupo, that the request of David Martin for a Certificate of Occupancy for a music recording studio in the garage at 109 Vinewood, Wyandotte is hereby APPROVED with the following conditions:

- Limited occupancy to six (6) people.
- Owner must be present during studio use.
- Hours of the studio are to be from 6 am to 11 pm.
- Garage is to be sound proof.
- Overhead garage doors to be inoperable.
- Decibel level to meet the City Ordinance.

YEAS: KELLY, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI,

NAYS: NONE ABSENT: DURAN, PARKER, SCHULTZ

MOTION PASSED

2. Public Hearing #12282021 – Anthony Guamieri, Appellant, and Finazzo Investment, Owner, have applied for a Certificate of Occupancy for a minor-auto repair shop and used car dealership at 3687 Fort Street, Wyandotte, Michigan. The property is zoned B-2 District and accordance to the City's Zoning Ordinance, §190.186 (H) Outdoor sales space for new or used automobiles, trucks, recreational vehicles, mobile homes and boats shall only be allowed on Fort Street (M-85) and no used car lot shall be permitted within 750 feet of another used car lot; which requires approval by the Planning Commission as a Special Use.

MOTION BY COMMISSIONER KOWALEWSKI, supported by Commissioner Sarnacki, that the request of Anthony Guamieri for a Certificate of Occupancy for a minor-auto repair shop and a used car dealership at 3687 Fort Street, Wyandotte is hereby APPROVED with the following conditions:

- Only five (5) parking spots for sale of used cars.
- No stacked parking.
- Exterior lights not to project on to the adjacent residential properties.

YEAS: KELLY, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI,

NAYS: NONE ABSENT: DURAN, PARKER, SCHULTZ

MOTION PASSED

#### **MOTION TO ADJOURN:**

MOTION BY COMMISSIONER SARNACKI, supported by Commissioner Kelly to adjourn the meeting at 7:30 p.m.

**Public Hearing #12142021** – David Martin, Owner and Appellant, has applied for a Certificate of Occupancy for a music recording studio in the garage at 109 Vinewood, Wyandotte, Michigan.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Mr. Martin, owner present.

Mr. Martin indicated that he would like to use the existing garage to teach and record music. Mr. Martin indicated that he is the choir director at a Grosse Ile Church and he would like to expand his music into the garage. Mr. Martin stated that he is not using the garage and they have two (2) parking spots on the property that they can use for parking. Mr. Martin further stated that the garage is off the alley and it will be sound proof so it won't disturb the neighbors.

Commissioner Lupo asked if the garage would be rented out.

Mr. Martin indicated that it would be rented but he would be there when it is rented.

Commissioner Lupo asked what the hours of use would be.

Mr. Martin indicated between 9 a.m. and 10 p.m.

Commissioner Lupo asked it there would be bands in to record.

Mr. Martin indicated yes, and that he would be supplying the equipment and the bands/musicians would be renting the space.

Commissioner Kelly asked Mr. Martin if he has been doing this somewhere else.

Mr. Martin indicated that he has been doing it in his home in a room for about eight (8) years, but just doing acoustic music. Mr. Martin continued that moving into garage will allow for bands to come in.

Commissioner Kelly asked if the garage doors would be open in the summer.

Mr. Martin indicated that the doors would be permanently closed, but not removed, and there will be a side door to enter and exit, but they will not stay open. Mr. Martin indicated that the building will be sound proof and he will be adding a mini split system for heating and a/c.

Commissioner Kowalewski asked Mr. Martin if he would have any issues with a time limit.

Mr. Martin indicated that he would not have any issues with a time limit but he does not see them using it past 11:00 pm.

Ms. Bennett asked why Mr. Martin is looking to use the entire garage and not just 50% of it.

Mr. Martin indicated that he would like to have two (2) rooms; one (1) for tracking (listening and mixing sound) and one (1) room as a live room (performance). Mr. Martin also stated that he would like to have a four (4) to five (5) piece band in the live room and utilized half the garage, he would not be able to do that.

Mr. Martin further indicated that they did construct a shed to house their mower and maintenance equipment.

Chairperson Pasko indicated to Mr. Martin that if the use is approved by the Planning Commission, he would still need Zoning Board approval.

Mr. Martin indicated that he understood that.

Commissioner Kowalewski asked Mr. Martin how many people he is planning on having in the studio at one time.

Mr. Martin indicated that no more than six (6) people.

Commissioner Kowalewski indicated that parking could be a concern, but six (6) spots should not cause a parking problem in the neighborhood.

Commissioner Sarnacki asked about the 2<sup>nd</sup> floor.

Mr. Martin stated that the part of the garage has a loft space and it would be used for storage, but the part over the live room would just be a vaulted ceiling, and entire area would be sound proofed.

Commissioner Sarnacki asked about the restrooms.

Planning Commission Meeting January 20, 2022

Mr. Martin indicated that they would use the facilities in the house.

Commissioner Kowalewski asked if the garage would be handicap accessible.

Mr. Martin stated that it can be if required.

Commissioner Kowalewski asked if the garage would be used seven (7) days a week.

Mr. Martin indicated not likely, but he will work in the space every day, but probably not rent it out seven (7) days a week.

Mr. Foley, 104 Vinewood, Wyandotte.

Mr. Foley indicated that he has been Mr. Martin's neighbor for eight (8) years and Mr. Martin has improved the property and he has no issues with what Mr. Martin wants to do with the property.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

No communications were received regarding this request.

**Public Hearing #12282021** – Anthony Guamieri, Appellant, and Finazzo Investment, Owner, have applied for a Certificate of Occupancy for a minor-auto repair shop and used car dealership at 3687 Fort Street, Wyandotte, Michigan.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Mr. Guamieri, Tenant, present.

Mr. Guamieri indicated that he would like to open a minor repair shop, and a used car lot. Mr. Guamieri indicated that he currently has a car lot in Waterford and wants to move to Wyandotte. Mr. Guamieri further indicated that he has been in business for 12 years.

Commissioner Lupo asked Mr. Guamieri if the Auto Dealers License is in his name.

Mr. Guamieri indicated that it is in the name of Motor City Auto of Michigan and under that name he can buy and sell cars. Mr. Guamieri indicated that he owns 100% of the business.

Commissioner Lupo asked Mr. Guamieri if he would be doing any painting.

Mr. Guamieri indicated no.

Commissioner Rutkowski asked if he would be displaying cars in the building.

Mr. Guamieri indicated that he needs to do repairs to asphalt and will be displaying cars in the parking lot.

Planning Commission Meeting January 20, 2022

Commissioner Lupo asked Mr. Guamieri if he had measured how far it is to the next used car lot to the north.

Mr. Guamieri indicated that JMV is maybe 712 feet away from his building.

Mr. Mayhew indicated that JMV is approximately 700 to 705 feet to the north of the property at 3687 Fort Street.

Commissioner Kelly asked what the hours of operation would be.

Mr. Guamieri stated Monday thru Friday from 7 a.m. to 6 p.m. closed on the weekend.

Member Kowalewski asked Mr. Guamieri if will be working at the site.

Mr. Guamieri stated yes, he does the books and buys/sells all the cars.

Member Kowalewski asked Mr. Guamieri how many cars he is planning on having on the lot at one time.

Mr. Guamieri stated 25 cars total.

Member Kowalewski asked how many parking spots are there.

Mr. Guamieri stated 25 parking spots and also indicated that he is not leasing the back lot.

Mr. Guamieri further stated that he has a lot in Carlton that he can store cars at if he needs to.

Mr. Guamieri stated that he might have 5 vehicles parked for sale; 5 employee parking spots, 5 customer parking spots; 10 vehicles for service parked and that there are 12 parking spaces inside the building.

Commissioner Sarnacki asked about the rear lot.

Mr. Guamieri stated that he will not be renting the rear lot.

Mr. Bruce Howell, 3654 23<sup>rd</sup> Street, Wyandotte.

Mr. Howell indicated that he has lived in his home for 33 year and the home is north of the vacant lot behind the commercial building. Mr. Howell indicated that he has no issues with the use, but wants to make sure the lights on the building are not shinning into his home causing a nuisance to him. Mr. Howell also stated that he does not want to see lighting on the parking lot shinning onto his property either.

Chairperson Pasko indicated that if Mr. Howell has any issues with the lights he should contact the Engineering Department and they would follow up. Chairperson Pasko further indicated that Mr. Guamieri has heard his issues and he understands that the lights cannot shine on neighboring property causing an issue.

No communications were received regarding this request.

# City of Wyandotte Police Commission Meeting

Regular Commission Meeting March 8, 2022

#### **ROLL CALL**

Present: Commissioner John Harris

Commissioner Bobie Heck Chief Brian Zalewski

Absent: Commissioner Doug Melzer (Excused)

Others Present: Deputy Chief Archie Hamilton

Laura Allen (Recording Secretary)

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:25 p.m.

The Minutes from the regular Police Commission meeting on February 22, 2022 were presented.

Heck moved, Harris seconded,

CARRIED, to approve the regular minutes of February 22, 2022, as presented.

#### **UNFINISHED BUSINESS**

NONE

#### **COMMUNICATIONS**

**NONE** 

#### **DEPARTMENTAL**

1. Police Statistics – February 2022, Year to Date

Chief Zalewski indicated the statistics are consistent with those of last year at the same time period. There is nothing out of the ordinary.

Heck moved, Harris seconded,

CARRIED, to receive the February 2022 and Year-To-Date Police statistics and place on file.

#### 2. New Hires - Police

Chief Zalewski and Deputy Chief Hamilton would like to hire three new officers for the Department. One hire would replace the recently retired Officer Mark Trusewicz. The other two hires would provide the opportunity to allocate two officers to the Wyandotte School system as Resource Officers.

The first candidate, Austin Sloan, is currently in law enforcement and could be hired immediately. The other two candidates, Kevin Koberg and Adam Groat need to complete their police academy training and would be hired upon their successful graduation.

One of the unique aspects of going through this particular hiring process was the fact that several officers from the Department conducted the oral interviews instead of Administrative personnel from both within and outside the Department. The front line officers who will be working side by side with the new hires had the ability to give input and significantly impact and help shape the future of this Department.

Heck moved, Harris seconded,

CARRIED, to approve and support the hiring process for the three individuals as outlined during the Chief's and Deputy Chief's presentation contingent upon the candidates meeting all of the conditions necessary for hiring.

3. Bills and Accounts – March 8, 2022, \$10,488.60

Heck moved, Harris seconded CARRIED, to approve payment of the bills for March 8, 2022, \$10,488.60

#### **NEW BUSINESS**

**NONE** 

Members of the Audience

#### **ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:47 p.m.

Heck moved, Harris seconded, CARRIED, to adjourn meeting at 6:47 p.m.

Laura Allen Administrative Assistant Wyandotte Police Department

#### RETIREMENT COMMISSION MEETING MINUTES

#### Friday – February 18, 2022

Location: Council Chambers, City Hall, 3200 Biddle Ave.

Meeting called to order at 9:02 a.m. by Chairman LaManes

**ROLL CALL:** 

PRESENT: Commissioners: Brohl, Browning, Harkleroad, LaManes, Roberts, Szczechowski

ALSO PRESENT: Frank Deeter—Oppenheimer & Company

Tanner Robinson – Oppenheimer & Company (via phone)

Lawrence Stec - City Clerk/Secretary

ABSENT: Commissioner Lyon

William Look - City Attorney

MOTION by Commissioner Browning, SUPPORTED by Commissioner Harkleroad RESOLVED that the minutes held under the date of December 17, 2021 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

#### PRESENTATIONS:

Frank Deeter & Tanner Robinson – Oppenheimer & Company made the presentation and spoke of the following highlights:

- Fund up 2.3%
- Large Cap Value lead the growth up 6.8%
- Cash Balances good

12/31/2021 Quarterly Report given by Tanner Robinson - Oppenheimer & Company

- Earnings growth drove the market
- Nature of risk is not linear between risk & return
- COVID becoming endemic rather than pandemic
- December pullback caused by omicron variant
- Labor still an issue, quits and vacancies; few lay offs
- Wage inflation about 6%, go up seldom come down
- Inflation 7.5 %-that's high
- Yield curve still flat
- Fund up 12.2 % outperformed the benchmark of 11.25%
- Overall performance good

January 2022 Report given by Frank Deeter, Oppenheimer & Company

- Fixed income Down
- Emerging Markets Down
- Growth Down
- Cash Balance \$668,000.00
- Will need to raise cash in March for next quarter

MOTION by Commissioner Browning, SUPPORTED by Commissioner Harkleroad
RESOLVED by the Wyandotte Employees Retirement Commission that the monthly report from
Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the December 2021 and January 2022 market segment fluctuations for the City of Wyandotte Employees (DB-1) be received and placed on file.
MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Browning, SUPPORTED by Commissioner Harkleroad
RESOLVED by the Wyandotte Retirement Commission that the monthly report from
Mr. Frank Deeter of Oppenheimer & Company, Inc. regarding the December 2021 and January 2022 market segment fluctuations for the City of Wyandotte Employees (DB-2) be received and placed on file.
MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Browning, SUPPORTED by Commissioner Harkleroad
RESOLVED by the Wyandotte Employees Retirement Commission that the analysis of the 4<sup>th</sup> Quarter of the 2021 report from Mr. Tanner Robinson of Oppenheimer & Company, Inc. be received and placed on file.
MOTION UNANIMOUSLY CARRIED

#### **COMMUNICATIONS:**

MOTION by Commissioner Roberts, SUPPORTED by Commissioner Brohl WHEREAS the Retirement Commission Election was held on January 4<sup>th</sup> and 5<sup>th</sup>, 2022, to elect a commissioner to represent a Fire Member. The successful candidate is as follows:

FIRE Member - Tom Lyon, (1 Vote), term to expire 01/31/2026

BE IT RESOLVED that the Retirement Commission hereby receives and places on file the aforementioned election results. MOTION UNANIMOUSLY CARRIED

MOTION by Commissioner Roberts, SUPPORTED by Commissioner Brohl
RESOLVED that the 2022 Retirement Commission updated Term Expirations be received and placed on file.
MOTION UNANIMOUSLY CARRIED

#### **DISCUSSION:**

None

#### ADJOURNMENT:

MOTION by Commissioner Szczechowski, SUPPORTED by Commissioner LaManes RESOLVED, that the meeting be adjourned at 9:29 a.m. MOTION UNANIMOUSLY CARRIED

Lawrence S. Stec, Secretary Wyandotte Employee Retirement Commission 2/18/2022

Tourence L. Pter

## Wyandotte Municipal Services Commission Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of Commission and via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders SB 11246, & PA228 of 2020 using the Zoom audio platform on Wednesday, March 9, 2022 at 5:00 PM.

Roll Call: Present: Commissioners Carolyn Harris

Leslie Lupo Robert J. Thiede Paul Gouth Bryan Hughes

General Manager & Secretary Paul LaManes

Also, Present- Amy Cannatella-CATV

Joel Adkins-CATV Amber Haggerty Ryan Smith Rob Haggerty Chris Brohl

Steve Timcoe-Virtually

Jon Angeles
Jake Lamoureux
Heather Zagor
Mike Pente
Dave Fuller
Brian Zalewski

#### Approval of Minutes:

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to approve the February 23, 2022 regular meeting minutes of the Municipal Services Commission.

Commissioner Harris asked that the roll be attached, no objections were made. Minutes approved

#### Hearing of Public Concerns:

None

#### **Old Business**

Appliance Recycling Rebate

#### Reports and Communications

- FY2021 Audited Financial Statement Presentation-Plante Moran
- Monthly Cable Subscriber report- February 2022

# Wyandotte Municipal Services Commission Regular Meeting Minutes

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to receive and place on file the FY2021 Audited Financial Statements.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to receive and place on file the Monthly Cable Subscriber reports.

Commissioner Harris asked that the roll be attached, no objections were made.

#### Resolution #3-2022-1

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to authorize the General Manager to award and execute a contact agreement with Evolution, the lowest qualified bidder for the WiFi 6 Access Point CPE (Customer Premises Equipment), for an amount not to exceed \$614,685.12, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### Resolution #3-2022-2

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to authorize the General Manager to sign a purchase agreement for an industrial 125VDC, 15KVA UPS and Battery Station with RedHawk Energy Systems, at the quoted amount (Bid #4824 received no bids) from RedHawk \$67,195, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### Resolution #3-2022-3

MOTION by Commissioner Hughes and SECONDED by Commissioner Thiede to deny the Appliance Recycling rebate request reconsideration by Elmer Leblanc for 610 Goddard and 610 Goddard 2 in the amount of \$180.00, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Thiede and Hughes

NAYS: Commissioner Lupo and Gouth

Motion Passes

# Wyandotte Municipal Services Commission Regular Meeting Minutes

#### Resolution #3-2022-4

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to authorize the General Manager to approve a change to the Appliance Recycling Rebate program rules to limit Appliance Recycling to, two (2) large appliances and two (2) small appliances per address, per calendar year, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### Approval of Vouchers

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth that the vouchers be paid as submitted.

2.22.22 #5448 \$1,354,980.57

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### Other/Late Items

None

Motion by Commissioner Hughes and SECONDED by Commissioner Gouth to now adjourn at 5:24PM. Roll attached. Meeting adjourned.

Next Meeting - Wednesday, March 23, 2022 at 5 PM

Paul LaManes

General Manager/Secretary

#### MINUTES AS RECORDED

#### MINUTES OF THE MEETING OF FEBRUARY 2, 2022 ZONING BOARD OF APPEALS AND ADJUSTMENT

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was called to order by Vice Chairperson Gillon at 6:30 p.m., in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT:

DiSanto

Flachsmann

Gillon Olsen Szymczuk Trupiano

MEMBERS ABSENT:

Duran, Nevin, Wienclaw

ALSO PRESENT:

Peggy Green, Secretary

A motion was made by Member Olson, supported by Member Szymczuk to approve the minutes of the December 1, 2021, meeting.

Yes: DiSanto, Flachsmann, Gillon, Olsen, Szymczuk, Trupiano

No: none Abstain: none

Absent: Duran, Nevin, Wienclaw

Motion passed

#### Appeal #3366 – DENIED

Tyler and Hannah Rife, 1026 5th Street, Wyandotte (owner & appellant)

for a variance to obtain a Certificate of Occupancy to provide no off street parking at 1026 5th Street (Lot 52, Sullivan's Sub) in a RA zoning district, where the proposed conflicts with Section 190.324.R.1.A of the Wyandotte Zoning Ordinance.

#### Section 190.324.R.1.A:

There shall be provided in all Zoning Districts at the time of erection or enlargement of any main building or structure, automobile off street parking with adequate access to all spaces. The minimum of off street parking for one and two family dwellings is one (1) parking space for each dwelling unit.

The following was noted:

- At the upon sale inspection dated July 24, 2017, it was noted to repair/replace the parking slabs in the rear yard.
- At the January 17, 2019, reinspection the Inspector showed what area was to be removed and replaced.
   Other areas were to have cracks filled.
- At the November 30, 2021, reinspection the rear parking pad was removed altogether and vinyl privacy fencing installed without gate access. Thereby removing all off street parking.

#### Denied due to lack of required number of votes required to pass motion.

Motion was made by Member DiSanto, Supported by Member Trupiano to grant this appeal.

Yes: DiSanto, Gillon, Szymczuk, Trupiano

No: Flachsmann, Olsen

Abstain: none

Absent: Duran, Nevin, Wienclaw

Motion denied

#### Appeal #3367 – GARAGE/GRANTED FENCE/DENIED

Thomas Roberts Architect LLC-Wayne Dutton, 2927 4<sup>th</sup> Street, Wyandotte (appellant) and Anthony McDonald, 2011 Oak Street, Wyandotte (owner)

for a variance to obtain a building permit for attached garage and Certificate of Occupancy for a front yard fence at 2011 Oak Street (Lots 119, 120 and 121, Eureka Estates Sub.) in a RA zoning district, where the proposed conflicts with Sections 190.323(A), 190.290, 190.323(H), and 190.327B of the Wyandotte Zoning Ordinance.

#### Section 190.323(A):

Where the accessory building is structurally attached to the main building, it shall be subject to all regulations applicable to main buildings. The proposed garage is attached to the home.

#### Section 190.290:

The required rear yard setback in an RA district is 25°. The proposed attached garage will encroach into the rearyard setback 8°, matching the same encroachment as the home.

#### Section 190.323(H):

When an accessory building is located on a corner lot, the side lot line which is substantially a continuation of the front lot line of the lot to its rear, said building shall not be located closer to the street side lot line than the existing front yard setback of the lot to its rear, provided, in those instances where lots are 40' or less in width, the setback need not exceed 15'. Where lots are 35' or less, the setback need not exceed 10'. The proposed attached garage is located closer to the street side lot line than the existing front yard setback of the lot to its rear.

#### Section 190.327B:

No residential or non-residential fence or wall shall be erected in a required front yard; except that, on lots with a side lot line adjacent to an alley or street, a decorative or ornamental fence shall be allowed, such as, but not limited to, a split rail or 2 rail fence, but not to include chainlink or fences of solid type construction and not exceeding 4' in height, may be constructed along the alley, street line or extension of the side yard to the front of said lot. The proposed solid type 6' privacy fence would extend into the required front yard and exceed the 4' maximum height requirement.

#### (Sections 190.323(A), 190.290, 190.323(H) – garage)

The proposed placement of the garage on this unique property does not impair the intent of the ordinance.

Yes: Flachsmann, Gillon, Olsen, Szymczuk, Trupiano

No: DiSanto Abstain: none Absent: Duran, Nevin, Wienclaw

Motion passed

Motion was made by Member Flachsmann, Supported by Member Szymczuk to grant Sections 190.323(A), 190.290, 190.323(H) regarding the garage of this appeal.

#### (Section 190.327B - fence)

Denied due to lack of required number of votes required to pass motion.

Motion was made by Member Flachsmann, Supported by Member Szymczuk to grant Section 190.327B regarding the fence of this appeal.

Yes: Flachsmann, Gillon, Szymczuk

No: DiSanto, Olsen, Trupiano

Abstain: none

Absent: Duran, Nevin, Wienclaw

Motion denied

#### Appeal #3368 - GRANTED

Todd Hannah, 2232 Eureka, Wyandotte (owner & appellant)

for a variance to obtain a sign permit at 2232 Eureka (legal description on file) in a B-2 zoning district, where the proposed conflicts with Section 190.329.F.2.b.3 of the Wyandotte Zoning Ordinance.

#### Section 190.329.F.2.b.3:

It shall be unlawful to erect any pole sign to a height greater than 30' above the level of the street upon which the sign faces. The distance from the ground sign to the bottom shall be not less than 8' and shall be so erected as to not obstruct traffic vision. The area of such sign shall not exceed 120 square feet for each sign face.

The bottom of the proposed pole sign is 6' from the ground.

Sign Permit #PSIGN21-0029 was issued December 17, 2021, approving a sign proposed to be located not less than 8' above the ground to the bottom of sign, meeting ordinance requirements.

The requested sign placement allows for improved visibility around the trees and does not pose an increased hazard.

Motion was made by Member Flachsmann, Supported by Member Trupiano to grant this appeal.

Yes: DiSanto, Flachsmann, Gillon, Olsen, Szymczuk, Trupiano

No: none Abstain: none

Absent: Duran, Nevin, Wienclaw

Motion passed

#### Appeal #3369 – GRANTED

MI Custom Signs, 20109 Northline, Taylor, Michigan (appellant) and Epic Property, 12863 Eureka, Southgate, Michigan (owner)

for a variance to obtain a sign permit for a ground sign at 1475 Eureka (legal description on file) in a B-2 zoning district, where the proposed conflicts with Section 190.329.F.2.a.3 of the Wyandotte Zoning Ordinance.

#### Section 190.329.F.2.a.3:

No ground sign shall be located nearer than 5' to any existing or proposed right of way line. Proposed ground sign would be located at the front property line. The front property line is located 2' south of the south edge of the city sidewalk.

The proposed sign placement is appropriate for the property and does not impair the intent of the ordinance.

Motion was made by Trupiano, Supported by Member Flachsmann to grant this appeal.

Yes: DiSanto, Flachsmann, Gillon, Olsen, Szymczuk, Trupiano

No: none Abstain: none

Absent: Duran, Nevin, Wienclaw

Motion passed

#### OTHER BUSINESS:

There being no further business to discuss, the meeting adjourned at 7:30 p.m. The next scheduled meeting of the Board will be held on-March 2, 2022.

Peggy Green, Secretary

#### Appeal #3366

Vice Chairperson Gillon read the appeal and asked that it be explained.

Tyler and Hannah Rife, 1026 5th Street, Wyandotte, present.

Mrs. Rife stated that there was misunderstanding when they purchased the home. Mrs. Rife indicated that the Realtor did not explain the violation for the parking pad and indicated that it was a safety issue and once it was removed the issue would be resolved. Mrs. Rife indicated that no City inspector came and explained to them what needed to be done. Mrs. Rife stated that they were first time home buyers and did not know.

Mrs. Rife indicated that there is a commercial alley and they did not want an access to that alley from their yard so they just put up a fence. Mrs. Rife stated that when the reinspection was done; is when they found out they were in violation for the off street parking. Mrs. Rife indicated that they have spent a lot of money to remove

the parking pad, add the fence and grass. Mrs. Rife indicated they were first time home buyers and would like to keep the yard as it is.

Member Olsen asked the Rife's when they purchased the property.

Mrs. Rife indicated that they purchased the property in July 2020.

Member Olsen stated that when the Rife's purchased the property there was an inspection by the City.

Mr. Rife indicated that their personal inspector said they could remove or repair the off street pad.

Mrs. Rife indicated that there was an inspection by the City for the previous owner, but the City did not go over the inspection report with them.

Member Olsen indicated that the Rife's should have known it was required, it was on the inspection report done by the City.

Mrs. Rife indicated that she was aware that there was an issue with the pad, but it was not called out as off street parking.

Member DiSanto asked how many vehicles they had.

Mrs. Rife indicated that they have two (2) vehicles and indicated that they park on the grass when there is a snow emergency.

The Members and Mrs. and Mrs. Rife reviewed all the inspections that were done on the property.

Member Trupiano asked if there were other violations cited that had to be done.

Mrs. Rife indicated yes and they have taken care of those issues.

Member Flachsmann asked Ms. Green how long the City has been inspecting properties for sale.

Ms. Green stated since 1988.

Member Flachsmann asked Mr. and Mrs. Rife if they had a Temporary Certificate of Approval at closing and the report did indicate that an off street parking space was required not that it was an unsafe pad.

Member Flachsmann indicated that in most cases the Zoning Board does not grant variances for off street parking unless there is no place for parking which is not the case here.

Member Flachsmann stated that because the Rife's felt it was miscommunicated to them is not a reason for not having an off street parking spot, they have plenty of room to install one. Member Flachsmann indicated that Mr. and Mrs. Rife should have contacted the City.

Mr. Rife indicated that they were first time buyers and they were not aware of contacting the City, they received miscommunication from both the Realtor and their personal inspector.

Mrs. Rife indicated that she does not see that they have room for off street parking.

Member Flachsmann indicated that he disagrees.

Member DiSanto asked if the escrow is still being held by the City.

Mrs. Rife indicated they are not sure.

Member DiSanto stated that he understands the intent of the City to require off street parking, but there is no way to enforce that they park on it.

No communications were received regarding this appeal.

#### Appeal #3367

Vice Chairperson Gillon read the appeal and asked that it be explained.

Wayne Dutton, 2927 4th Street, Wyandotte, and Mrs. McDonald, 2011 Oak Street, Wyandotte, present.

Mr. Dutton explained that he prepared the drawings. Mr. Dutton explained that they are converting a fire house into a home and this is a unique property.

Mr. Dutton reviewed the site plan and indicated the west side of the lot would be the rear property now that it is considered residential due to the size and therefore that is where the proposed garage would go. Mr. Dutton indicated that the property owner did talk to the adjacent neighbor and they had no issues with the proposed garage. Mr. Dutton indicated that there is a garage on 22<sup>nd</sup> and Oak that is located in the same location as they are requesting.

Mr. Dutton indicated that they are requesting a privacy fence along Oak Street and indicted that the Ordinance allows for a decorative fence in the front yard. Mr. Dutton further indicated that it would match the fence line of the adjacent property.

Mr. Dutton indicated that he has pictures of the proposed fence which was submitted to the Board.

Member Flachsmann asked about the neighbors to the west and asked if that is their back yard.

Mr. Dutton indicated that is their back yard.

Member Olsen stated that he felt the garage and fence should be voted on separately.

Member Olsen stated that the neighbor's fence is on the property line and is a cyclone material and the proposed fence would be five (5) feet back.

Mr. McDonald indicated that the proposed will be even with garage of the adjacent neighbor.

Member Olsen asked about the alley.

Mr. McDonald indicated that the alley dead ends and the 2<sup>nd</sup> house off of 21<sup>st</sup> Street has the alley entrance garage.

Member DiSanto asked where the entry to the house would be.

Mr. McDonald indicated that it would just left of the two (2) garage doors. Mr. McDonald indicated that the garage area of the current building would be the living room.

Member DiSanto asked if the existing approach and parking off of Oak Street will remain.

Mr. McDonald indicated that it will remain to keep the look of the fire station.

Member DiSanto asked if they are going to have the driveway entrance off of 20th Street.

Mr. McDonald indicated that yes, they will be get rid of the parking lot to the west of the building and come in the garage off 20th Street.

Member DiSanto and Mr. McDonald reviewed the plans submitted. Member DiSanto indicated there is a lot of concrete around the building.

Member Gillon asked if the fence will be even with the neighbor to the west garage and pulling into the garage off of 20th Street

Mr. McDonald indicated that is correct.

Member Trupiano asked the type of fencing and the height of the fence.

Mr. McDonald indicated that they are looking at two (2) different types of fencing, brick and wrought iron and/or wood. Mr. McDonald further indicated that it would be five (5) feet in height. Mr. McDonald indicated it will be a modern look. Mr. McDonald stated that they did not want the home to look like a fortress.

Member Trupiano indicated that was his concern.

Member Gillon indicated that there is no elevation for the new garage.

Mr. Dutton indicated that they did not want to do design until the Board approved the garage, but it will be a single story with a sloped roof and pick up the character of the fire house.

Lisa Gunter, 2971 21st Street, Wyandotte

Ms. Gunter stated as long as the alley stays open and she can get into her garage she has no issues with the request.

No communications were received regarding this appeal.

#### Appeal #3368

Vice Chairperson Gillon read the appeal and asked that it be explained.

Todd Hanna, Owner, present.

Mr. Hanna stated there is a temporary sign 4 feet off the ground, and he does not want a ground sign because you can't see it with the adjacent parking being there. Mr. Hanna indicated that he wants people to see the sign when coming down Eureka.

Member Szymczuk indicated that there is a are pole there now for a sign.

Mr. Hanna indicated that they are going to trim the pole down if this board approves the change and stated that this is the location of the sign. Mr. Hanna indicated that he has a permit for the sign at 8 feet above ground which is code, but he would like it to be 6 feet so you can see it.

Member Olsen indicated that his only concern is at 6 feet someone could hit their head on it.

Mr. Hanna indicated that you would have to go over the large parking blocks to even get under the sign.

Member Flachsmann indicated that he does not see anyone walking under that sign and he has no issues with the request of the sign at 6 foot in height. Member Flachsmann further indicated when the trees are full bloom you could not see the sign.

No communications were received regarding this appeal.

#### Appeal #3369

Vice Chairperson Gillon read the appeal and asked that it be explained.

Kevin Sterling, Epic Property Management 438 Elm, Wyandotte and Ken with MI Custom Signs, 20901 Northline, Southgate, present.

Ken indicated that he submitted pictures of the proposed sign and a picture with his car parking in the approach and there is no issue with impeding vision line along Eureka. Ken indicated it will be a decorative brick sign that will light up at night and match the building.

Member Flachsmann indicated that he does not see any issues with the sign and building is a big improvement.

No communications were received regarding this appeal.