



REGULAR SESSION MONDAY, NOVEMBER 14, 2022 7:00 PM PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA CHAIRPERSON OF THE EVENING: THE HONORABLE CHRIS CALVIN

# CALL TO ORDER

# PLEDGE OF ALLEGIANCE

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

# **PRESENTATIONS**

# PRESENTATION OF PETITIONS

# **PUBLIC HEARINGS**

## **UNFINISHED BUSINESS**

- 1. Traffic Study 17th Street between Eureka and Grove
- 2. Citizen Communication D. Gee

# 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.

- 3. Approval of City Council Minutes 10.24.2022
- 4. Various Services performed by the City of Wyandotte
- 5. Road Closure Request\_The Lincoln Center Thanksgiving Parade
- 6. Carriage for Christmas Parade
- 7. Request to Remove Trees at 2735 22nd Street

# NEW BUSINESS

- 8. Charge Up Michigan Grant Extension
- 9. McKinley School Redevelopment: Right of Entry and Access Agreement
- 10. SMART 2023 Fiscal Year Municipal and Community Credit Contract
- 11. Davey Golf Contract Extension
- 12. 2023 Wyandotte Today Agreement
- 13. Sale of Former 569 Orange
- Neighborhood Enterprises Zone (NEZ) Application Former 569 Orange, now known as 567 Orange
- 15. Demolition of 1247 Elm
- 16. Acquisition of 1117 7th Street
- 17. File #4836 Stand-On Blower

# **BILLS & ACCOUNTS**

# **REPORTS & MINUTES**

Civil Service Commission 11/02/2022 Downtown Development Authority 06/14 (Revised), 08/09, & 09/27/2022 WMS Commission 10/12 & 10/26/2022

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

# NEXT MEETING OF THE CITY COUNCIL: NOVEMBER 21, 2022

# **ADJOURNMENT**

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>1</u>

#### **ITEM:** Traffic Study - 17th Street between Eureka and Grove

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

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

**BACKGROUND:** Residents from 17th St. between Eureka and Grove, appeared at the October 24th, 2022, city council meeting and spoke about the excessive number of speeding vehicles on 17th. In certified resolution 2022-326, city council directed the police chief to conduct a traffic study regarding this complaint. This study was conducted by reviewing data obtained from the police department's report management system, State of Michigan Traffic Crash Reporting System, vehicle speed and traffic volume data collected from the department's All Traffic Solutions-Traffic Shield speed sign. Traffic on 17th was also monitored in person.

The Traffic Shield sign was placed on 17th to track vehicle speed and traffic volume from 10/28/2022 to 11/04/2022.. The sign was set to non-display mode. This setting allows for a true baseline of the speed of vehicles without alerting the driver to the presence of the sign. The prima fascia (not posted) speed limit on 17th is 25mph. The data collected revealed that the average speed of the vehicles that passed the sign was 17.34 mph. The 85th percentile speed of the vehicles that passed the sign was 24.49 mph. Traffic volume was 7,087 vehicles traveled on 17th during the 6-day sign deployment with a daily average of 1,118. The daily average of vehicle traffic on 17th is quite high and far greater than the neighboring streets south of Eureka. Considering the traffic volume and speed data above, along with personally monitoring vehicle traffic on 17<sup>th</sup> between Grove and Eureka Rd., I recommend the following:

- Placement of a stop sign on  $17^{\text{th}}$  (northbound) @ Pine St.
- Replace the yield sign at Pine St. (east-west traffic) @ 17<sup>th</sup> with a stop sign. This intersection would now be a 3-way stop
- Replace the current yield sign for 17<sup>th</sup> (northbound) @ Orchard St. with a stop sign

Northbound traffic on 17<sup>th</sup> from Grove to Eureka would now have to stop at Orchard and Pine. Replacing the yield sign at Pine and 17<sup>th</sup> would keep the traffic control measures consistent.

The traffic study along with the data from the Traffic Shield sign is attached which will provide more information.

**<u>STRATEGIC PLAN/GOALS</u>**: In order to provide quality service to the residents of the City of Wyandotte, it is essential that when such information is forwarded which may relate to a hazardous situation, the appropriate city department investigate the matter. If it is determined

such a situation exists, a solution or answer is provided by residents.

# **<u>ACTION REQUESTED:</u>** Concur with the recommendation.

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

**IMPLEMENTATION PLAN:** If council approves the recommendation, a traffic control order will be forwarded to the Police Commission for their review. If approved, the order would then be sent to City Council for approval and direct the Department of Public Services to make the appropriate traffic control sign changes.

## **LIST OF ATTACHMENTS:**

1. Traffic Study-17th-Eureka to Grove

Item Number: #1 Date: November 14, 2022

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

BE IT RESOLVED BY THE CITY COUNCIL that the council concurs with the recommendation of the chief of police, and to forward the traffic study and the request for traffic control orders to the police commission for their review.

I move the adoption of the foregoing resolution.

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

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

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

#### OFFICIALS

CITY CLERK Lawrence S. Stec

TREASURER Todd M. Browning

CITY ASSESSOR Theodore H. Galeski



MAYOR Robert A. DeSana

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

BRIAN ZALEWSKI CHIEF OF POLICE

November 9th, 2022

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

## RE: Council Resolution 2022-326 Traffic Study of 17<sup>th</sup> St. between Eureka and Grove St. regarding speeding vehicles.

Dear Mayor DeSana and City Council Members,

At the October 24<sup>th</sup>, 2022 city council meeting, I was directed to conduct a traffic study for 17<sup>th</sup> St., between Eureka and Grove. Several residents of 17<sup>th</sup> St. attended the city council meeting and expressed concern of vehicles traveling north on 17<sup>th</sup> exceeding the residential speed limit of 25 mph.

## Roadway

17<sup>th</sup> Street between Grove St. and Eureka Rd. is a posted one-way street to the north. There are two cross streets on 17<sup>th</sup>, Orchard St. and Pine St., which travel in the east and west direction. 17<sup>th</sup> and Orchard are controlled by a posted yield sign for 17<sup>th</sup>. The intersection of 17<sup>th</sup> and Pine is controlled by a posted yield sign for 17<sup>th</sup>. The intersection of 17<sup>th</sup> and Pine is controlled by a posted yield sign for 2022.

The prima facia speed limit for 17<sup>th</sup> is 25 mph. Prima facia is Latin for "on the face of it". Prima facia 25 mph speed limits are intended for residential and business districts and are established by the legislature. These limits apply throughout the state and are not required to be posted.

# **Traffic Collisions**

Using the State of Michigan Traffic Crash Reporting System, an inquiry of the traffic collisions that occurred on 17<sup>th</sup>, between Eureka Rd. and Grove St., for the last (5) years resulted in (4) collisions being reported.

- 09/21/2021 @ 8:53 am, on 17th @ Pine. Driver disregarded the yield sign
- 02/21/2021 @ 12:31 am, on 17th, between Pine and Eureka. Side-swipe of a parked car
- 08/16/2019 @ 8:02 am, on 17th, between Pine and Orchard. Rear end crash
- 10/24/2017 @ 6:54 am, on 17<sup>th</sup>, between Pine and Orchard. Rear end crash.

#### Speed and Traffic Volume Analysis

The police departments Traffic Shield sign was placed on  $17^{\text{th}}$  St. near Eureka to monitor the northbound traffic. This electronic sign records vehicle speed and traffic volume data. The sign was set to non-display mode. This setting allows for a true baseline of the speed of vehicles without alerting the driver to the presence of the sign. Deployment of the sign dates were 10/28/2022 - 11/02/2022.

Data from the Traffic Shield sign returned the following results:

# Speed of Vehicles

- Average Vehicle Speed- 17.34 mph
- 50<sup>th</sup> Percentile Vehicle Speed- 17.38 mph
- 85th Percentile Vehicle Speed-24.49 mph
- Minimum Vehicle Speed-5 mph
- Maximum Vehicle Speed-47 mph

Maximum vehicle speed of 47 mph was detected on 10/29/2022 at approximately 10:00 pm.

Range of Vehicles Exceeding the Speed Limit of 25 mph:

- 26 to 30 mph-770
- 31 to 35 mph-135
- 36 to 40 mph-22
- 40 to 45 mph-6
- 46 to 50 mph-1

The 85th percentile speed is the speed at or below which 85 percent of the drivers travel on a road segment. Motorists traveling above the 85th percentile speed are exceeding the safe and reasonable speed for road and traffic conditions. The 50th percentile speed is the speed at or below which 50 percent of the drivers travel on a road segment.

# Vehicle Volume

Total number of vehicles traveling on 17<sup>th</sup> for the (6) days of sign deployment was 7,087. The average number of vehicle traffic per day was 1,118. Traffic volume at its highest is between 2:00 pm and 6:00 pm, weekdays. This would be consistent with school dismissal and the end of the work day. Also, a contributing factor to traffic volume is the intersection of 17<sup>th</sup> St. at Eureka is controlled by a traffic signal. When a traffic signal is present, drivers prefer to turn left onto a major roadway for safety and for assurance that approaching traffic is required to stop.

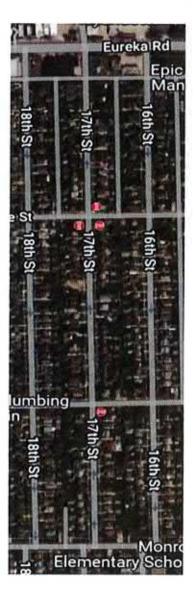
## Recommendation

In reviewing the speed data, 6,153 vehicles (86.82%) are complaint with the 25-mph prima facia speed limit, with 933 (13.16%) vehicles traveling over the limit. Vehicle traffic volume is excessive. Daily vehicle volume is 1,182. This is far greater than neighboring streets located south of Eureka.

Considering the traffic volume and speed data above, along with personally conducting traffic enforcement on 17th between Grove and Eureka Rd., I would recommend the following:

- Placement of a stop sign on 17<sup>th</sup> (northbound) @ Pine St.
- Replace the yield sign at Pine St. (east-west traffic) @ 17<sup>th</sup> with a stop sign. This intersection would now be a 3-way stop
- Replace the current yield sign for 17<sup>th</sup> (northbound) @ Orchard St. with a stop sign

Northbound traffic on 17<sup>th</sup> from Grove to Eureka would now have to stop at Orchard and Pine. Replacing the yield sign at Pine and 17<sup>th</sup> would keep the traffic control measures consistent.



These recommendations are not absolute; occasionally drivers will disregard the speed limit and the stop sign. Supplemental traffic enforcement will be conducted, in addition to intermittent placement of the Traffic Shied speed sign (set to display mode).

Respectfully, Brian Zalewski, Chief of Police



# Extended Speed Summary

17th/Pine St, NB



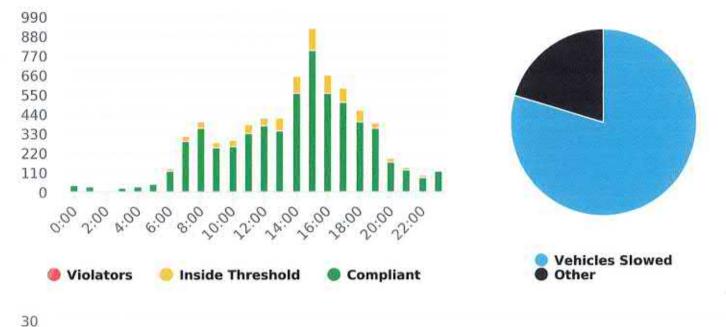
Start: 2022-10-28

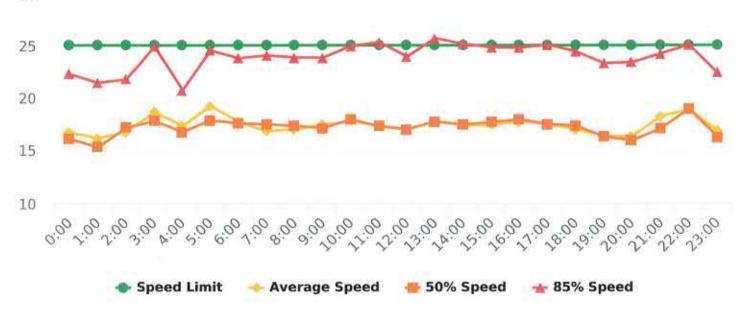
End: 2022-11-04 Times: 0:00-23:59

# **Overall Summary**

Total Days of Data: 6 Speed Limit: 25 Average Speed: 17.34 50th Percentile Speed: 17.38 85th Percentile Speed: 24.49 Pace Speed Range: 13-23 Violation Threshold: Speed Limit + 10 Speed Range: 1 to 150

Minimum Speed: 5 Maximum Speed: 47 Display Mode: Display Off Average Volume per Day: 1181.2 Total Volume: 7087





# ALL TRAFFIC

# Extended Speed Summary 17th/Pine St, NB



# Start: 2022-10-28

End: 2022-11-04

Times: 0:00-23:59

Violation Threshold: Speed Limit + 10 Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Display Off	25	37	0	0.0%	7.4	0.0	6	30	16.7	16.1	22.2	78.6%
1:00	Display Off	25	28	0	0.0%	5.6	0.0	6	32	16.1	15.3	21.4	85.9%
2:00	Display Off	25	13	0	0.0%	2.6	0.0	6	29	16.8	17.2	21.8	69.2%
3:00	Display Off	25	28	0	0.0%	5.6	0.0	6	31	18.6	17.8	24.9	89.4%
4:00	Display Off	25	33	0	0.0%	6.6	0.0	7	27	17.3	16.8	20.7	88.0%
5:00	Display Off	25	54	0	0.0%	10.8	0.0	6	30	19.2	17.9	24.5	77.9%
6:00	Display Off	25	130	0	0.0%	26.0	0.0	5	31	17.7	17.6	23.8	82.3%
7:00	Display Off	25	317	0	0.0%	63.4	0.0	5	34	16.8	17.5	24.1	85.6%
8:00	Display Off	25	399	0	0.0%	79.8	0.0	5	33	17.0	17.3	23.8	83.0%
9:00	Display Off	25	282	0	0.0%	56.4	0.0	5	32	17.4	17.1	23.8	80.9%
10:00	Display Off	25	297	1	0.3%	59.4	0.2	5	36	17.8	17.9	25.0	82.3%
11:00	Display Off	25	382	1	0.3%	76.4	0.2	5	36	17.4	17.3	25.3	76.9%
12:00	Display Off	25	417	Ť.	0.2%	83.4	0.2	5	39	17.0	17.0	23.9	77.6%
13:00	Display Off	25	420	2	0.5%	84.0	0.4	5	37	17.8	17.7	25.7	75.4%
14:00	Display Off	25	657	3	0.5%	109.5	0.5	5	37	17.4	17.5	25.1	76.1%
15:00	Display Off	25	927	5	0.5%	154.5	0.8	5	43	17.4	17.7	24.8	78.2%
16:00	Display Off	25	661	2	0.3%	110.2	0.3	5	42	17.8	17.9	24.8	81.6%
17:00	Display Off	25	590	0	0.0%	98.3	0.0	5	34	17.5	17.5	25.1	82.3%
18:00	Display Off	25	461	2	0.4%	76.8	0.3	5	37	17.0	17.3	24.4	79.1%
19:00	Display Off	25	392	3	0.8%	65.3	0.5	5	38	16.4	16.3	23.3	81.4%
20:00	Display Off	25	191	1	0.5%	31.8	0.2	5	41	16.3	16.0	23.4	81.6%
21:00	Display Off	25	146	5	3.4%	24.3	0.8	5	45	18.3	17.1	24.2	69.3%
22:00	Display Off	25	96	2	2.1%	16.0	0.3	6	47	18.9	18.9	25.0	84.7%
23:00	Display Off	25	129	1	0.8%	21.5	0.2	5	37	16.8	16.3	22.4	76.6%
Total Volumes/ Avg			7087	29	0.4%	1275.7	4.9	5	47	17.4	17.2	23.9	80.2%
Total/Avg w/o Feedback			7087	29	0.4%	1275.7	4.9	5	47	17.4	17.2	23.9	80.2%
Total/Avg w/ Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a

# ALL TRAFFIC

# Volume by Speed 17th/Pine St, NB



Start: 2022-10-28 End: 2022-11-04

Times: 0:00-23:59

Speed Bins: Size 5, Range 1 to 150	l
Time View: By Hour (Total Volumes)	1

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s	101 to 150		96 to 100	1	91 to 95	0	86 to 96	81 to 85	76 to 80	1	71 to 75	66 to 70	61 to 65	56 to 60	51 to 55	46 to 50	41 to 45	36 to 40	31 to 35	26 to 30	21 to 25	16 to 20	11 to 15	6 to 10	1 to 5	Time
	0		0		0	)	0	0	0		0	0	0	0	0	0	0	0	0	3	7	9	14	4	0	0:00
	0		0		0	)	0	0	0		0	0	0	0	0	0	0	0	1	1	3	11	7	5	0	1:00
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3	0	N.	0	3	0	)	0	0	0		0	0	0	0	0	1	6	22	135	770	1514	1811	1509	1135	184	Total

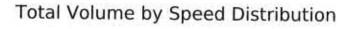


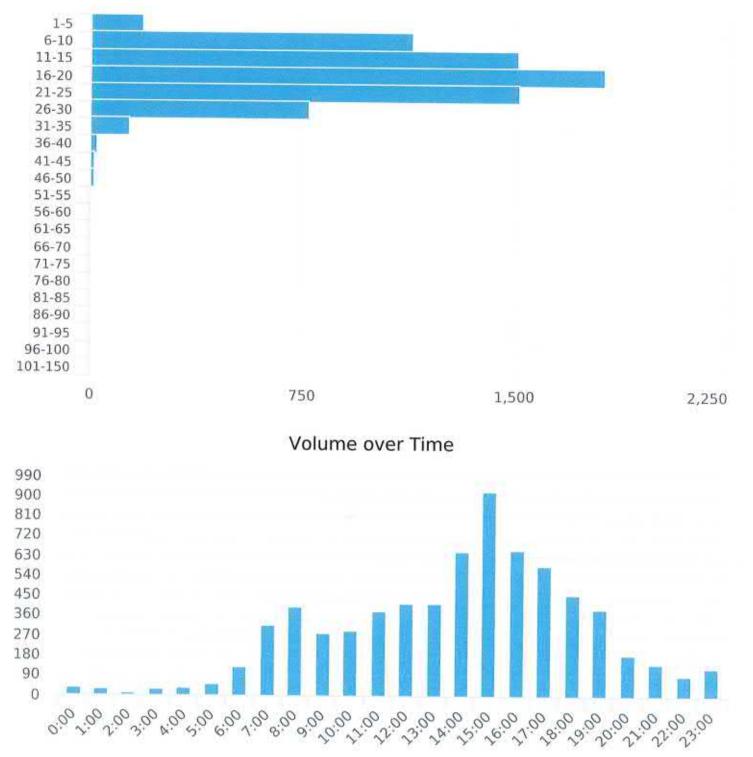
# Volume by Speed 17th/Pine St, NB



Start: 2022-10-28 End: 2022-11-04 Times: 0:00-23:59

Speed Bins: Size 5, Range 1 to 150 Time View: By Hour (Total Volumes)





Generated by Brian Zalewski on 11-09-2022

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>2</u>

#### **ITEM:** Citizen Communication - D. Gee

#### PRESENTER: Robert A. DeSana

**INDIVIDUALS IN ATTENDANCE:** Sheryl Riley, Recreation Superintendent

**BACKGROUND:** At the October 24, 2022 Council Meeting, resident Dan Gee submitted a citizen communication regarding a noise and nuisance complaint at the Yack Arena.

Pursuent to Certified Resolution 2022-329, Mr. Gee was advised to submit a list of questions to the Mayor's Office which would be answered by proper individuals and submitted for report and discussion at the earliest meeting of the City Council.

Attached are the list of questions submitted by Dan Gee and were answered by Recreation Superintendent Sheryl Riley and contractor Bob Bishop.

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

#### ACTION REQUESTED: Receive and place on file.

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

#### **IMPLEMENTATION PLAN:**

#### LIST OF ATTACHMENTS:

- 1. Certified Resolution 10/24/22
- 2. October 24th City Council Meeting Resolution Questions 303 Maple

Item Number: #2 Date: November 14, 2022

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

BE IT RESOLVED, that questions submitted by Dan Gee regarding the Yack Area dehumidification unit that were answered by the Recreation Superintendent, are hereby received and placed on file.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

#### **CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION** 2022-329

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: October 24 2022

**MOVED BY:** Councilperson Stec

SUPPORTED BY: Councilperson Hanna

BE IT RESOLVED that the communication from Dan & Tana Gee is hereby received and placed on file: AND

BE IT FURTHER RESOLVED that Mr. Gee shall submit a list of questions to the Mayor, who shall contact the proper individuals to answer the submitted questions for report and discussion at the earliest possible meeting of the City Council.

Motion unanimously carried.

**ABSENT:** Councilperson Alderman

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on October 24, 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

October 31st, 2022

The Honorable Mayor and City Council City Hall Wyandotte, Michigan

Dear Mayor and City Council:

Per the Council's resolution from the October 24<sup>th</sup> City Council Meeting, please answer the following questions. We are available to discuss these items at any time. The dehumidification unit is now making a louder nuisance noise than before the Council Meeting.

1: Can I meet Matt in the short term (this week) and see about a temporary (foam board and plywood) barrier to redirect / muffle the exhaust air (east side of the DU). This will not affect operation. The unit is not shutting off and we are going to have to leave our house again. It cannot be 60% humidity in the space. See notes below

2: What is the sequence of operation for the dehumidification unit for both dehumidification and ventilation mode? D-H, 99%

3: Maintenance on the dehumidification unit was done around Wednesday, October 26<sup>th</sup>, 2 days after the Council Meeting. What was worked on? If we are contacted when the unit is being serviced on due to a concern, we would be able to communicate whether there is an improvement or not. An employee was up on the roof fixing another unit on the east side of the building

4: Where is the humidity sensor located? 20 feet up - DH - Return (above the hockey boards)

5: Has anyone verified that the humidity sensor is measuring accurately? It may need to be replaced. I can send a service technician to check and replace if needed. See contractor notes

6: Has anyone verified that the desiccant wheel is operating and able to absorb moisture? See contractor notes

7: What is the dehumidification unit model and serial number? I am willing to come up with a solution / proposal for sound attenuation for the unit's intake and exhaust. N/A

8: Are you able to program the unit so it does not run at night? If not, can a time clock get installed to shut the unit off when the Yack Arena is not occupied? I am able send a service technician to install one. No. The DH runs based on humidity in the building

# Julie Sadlowski

From:	Bob Bishop
Sent:	Wednesday, November 09, 2022 9:13 AM
То:	Sheryl Riley; Zachary Bishop; Courtney Aston; Sue Bishop
Subject:	Yack arena Dehumidifer

You don't often get email from rbishop8@icloud.com. Learn why this is important

# Yack arena

11-7-2022

Checked out temperature and humidity for ice arena. Supplied new Coop Digital Temperature / Humidity Wet Bulb Meter.

Temperature readings 52 F Humidity reading 49%

Checked out operation of Munters, dehumidifer is working as designed. Sounds levels are normal for AM-30 Munters unit.

Reset tripped soft motor starter for compressor number 2. Drained oil from Rink Chiller.

2 hours Bob

Sent from my iPhone

Ice was getting put down in August, needs to run to regulate inside the building. It does not run at all in summer when we have no ice. It has unconditionally been warm, so will run based on temp outside. Reading was not accurate if it was not at least 20 feet high.

8: Why did the dehumidification run for 6 weeks straight 24 hrs a day from mid August to October 7<sup>th</sup> in dehumidification mode? It then ran intermittent for 2 weeks from October 7<sup>th</sup> to October 20<sup>th</sup>. The unit then started running almost nonstop again from October 20<sup>th</sup> to October 26. From the 26<sup>th</sup> to the 29<sup>th</sup> it was back to intermittent and now since the 29<sup>th</sup> it is back to nonstop operation in dehumidification mode. When the unit has been running nonstop, we have measured the humidity in the Yack arena to be as low as 33%.

9: Who do we communicate with in the future regarding equipment concerns from the Yack Arena? We are the only people on daily basis that listen to the equipment all day long and can tell when something is not normal. The Recreation Superintendent

Dan and Tana Gee 303 Maple St. Wyandotte 734-341-7334

Attached are notes from our contractors visit on 11/7. Has recommended adjusting the direction of the exhaust from pointing at the building to the sky. Is not certain that will change the volume of the exhaust. Will look into pricing on a "sound blanket" for this certain product.

#### <u>CITY OF WYANDOTTE</u> <u>REGULAR CITY COUNCIL MEETING</u>

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, October 24, 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 Christopher Calvin, Kaylyn Crayne, Todd Hanna, Rosemary Shuryan, Kelly Stec

ABSENT: Councilperson Robert Alderman; Todd Browning, City Treasurer; Theodore Galeski, City Assessor

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

# PRESENTATIONS

• Proclamation - National American Indian Heritage Month

#### PRESENTATION OF PETITIONS PUBLIC HEARINGS

- Show Cause Hearing for 1117 7th Street
  - Hearing was held in abeyance at the request of the City Engineer until further notice

# **UNFINISHED BUSINESS**

# CALL TO THE PUBLIC

# 2022-325 20<sup>TH</sup> STREET CLOSURE - HALLOWEEN

By Councilperson Crayne, supported by Councilperson Stec

BE IT RESOLVED that Council directs the closure of 20<sup>th</sup> St. from Eureka to Grove from 4PM-8PM on 10/31/2022 to all foot and vehicular traffic, with access to authorized vehicles and local traffic only; AND

BE IT FURTHER RESOLVED that Council shall hold a study session regarding the following topics on 12/5/2022 at 6PM:

- Vermin
- Current nuisance and public health emergency ordinance
- Parking issues (mobile homes & trailers)

Motion unanimously carried.

# 2022-326 SPEEDING ISSUES ON 17<sup>TH</sup> STREET BETWEEN EUREKA AND GROVE

By Councilperson Calvin, supported by Councilperson Stec

BE IT RESOLVED that the concerns of the residents regarding speeding traffic on 17<sup>th</sup> between Eureka and Grove be referred to the Police Department for traffic study, AND

BE IT FURTHER RESOLVED that the Chief of Police is requested to conduct study and report back to Council at the November 14<sup>th</sup> meeting of City Council.

Motion unanimously carried.

#### 2 <u>CONSENT AGENDA</u> 2022-327 MINUTES

By Councilperson Stec, supported by Councilperson Hanna

RESOLVED that the minutes of the meetings held under the date of October 10, 2022, be approved as recorded, without objection.

Motion unanimously carried.

# 2022-328 REZONING APPLICATION FOR 3008 1<sup>ST</sup> ST.

By Councilperson Stec, supported by Councilperson Hanna

RESOLVED BY THE MAYOR AND COUNCIL that the application for rezoning of the property known as 3008 1st Street, Wyandotte is hereby referred to the Planning Commission. Motion unanimously carried.

## **NEW BUSINESS**

# 2022-329 CITIZEN COMMUNICATION – D. GEE

By Councilperson Stec, supported by Councilperson Hanna

BE IT RESOLVED that the communication from Dan & Tana Gee is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Mr. Gee shall submit a list of questions to the Mayor, who shall contact the proper individuals to answer the submitted questions for report and discussion at the earliest possible meeting of the City Council.

Motion unanimously carried.

# 2022-330 HIRING – 27<sup>TH</sup> DISTRICT COURT CIVIL CLERK

By Councilperson Stec, supported by Councilperson Hanna

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Human Resource Specialist regarding the hiring of a Full Time Court Clerk-Class Code 25A at the 27th District Court, and

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

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Karlee Schmidtke as a Full Time Court Clerk at Class Code 25A within the 27th District Court effective Tuesday, October 25, 2022.

Motion unanimously carried.

## 2022-331 FILE #4835 SANITARY SEWER MAIN RECONSTRUCTION

By Councilperson Stec, supported by Councilperson Hanna

RESOLVED that Council concurs with the recommendation of the City Engineer and accepts the bid from FTL Construction, Inc., Canton, MI, to perform the sanitary sewer main construction work in accordance with File #4835 2022 Sanitary Sewer Main Reconstruction, in the amount of \$122,700, which shall be funded from Account 590-200-926-310; AND

BE IT RESOLVED that the Mayor and City Clerk are authorized to sign the contract with FTL Construction, Inc.

Motion unanimously carried.

# 2022-332 LETTER OF SUPPORT – EXPANSION OF RIVERVIEW LAND PRESERVE

By Councilperson Stec, supported by Councilperson Hanna

WHEREAS, the City of Riverview, Michigan has indicated to various local governmental agencies and their governing bodies that it has proposed and intends to expand the Riverview Land Preserve; and WHEREAS, the approval of this expansion/extension of the land preserve is vital to the economic recovery of the entire Downriver Region and has provided a cost-effective, environmentally safe service in a responsible way to our region for over 50 years; and

3

WHEREAS, the Riverview Land Preserve assists in municipal finances by saving the residents of Wyandotte a notable amount of money each year on solid waste removal, which maximizes the use of taxes and fees paid by residents for other needs including public safety; and

WHEREAS, the closure of the Riverview Land Preserve will drastically increase the cost of the city's solid waste programs, which are based on our contractor's time, fuel, labor, and capital costs that will escalate without the close proximity of the Riverview Land Preserve.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby concur with the recommendation of Mayor DeSana to submit a letter of support regarding the expansion of the Riverview Land Preserve.

Motion unanimously carried.

# 2022-333 CLOSED SESSION REQUEST

By Councilperson Stec, supported by Councilperson Hanna

BE IT RESOLVED that the City Administrator has expressed a desire to meet in closed session to discuss the acquisition of real property, in accordance with Section 15.268d of PA 267 of 1976. THEREFORE, BE IT RESOLVED that this Body will meet in closed session immediately following the regularly scheduled Council meeting for the above-stated purpose only. Motion unanimously carried.

## **REPORTS & MINUTES**

Brownfield Redevelopment Authority (BRDA) 10/18/2022 TIFA 10/18/2022

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

# **ADJOURNMENT**

# 2022-334 ADJOURNMENT

By Councilperson Stec, supported by Councilperson Hanna

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:23p.m. Motion unanimously carried.

Lawrence S. Stec, City Clerk

Item Number: #3 Date: November 14, 2022

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

RESOLVED that the minutes of the meetings held under the dates of October 24, 2022, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>4</u>

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

**PRESENTER:** Todd Drysdale, City Administrator

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

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

**<u>STRATEGIC PLAN/GOALS</u>**: The City is committed to maintaining and developing excellent neighborhoods and the Downtown.

<u>ACTION REQUESTED:</u> Approve said charges to be placed as a special assessment against properties on the 2022 Winter Tax Roll.

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

**IMPLEMENTATION PLAN:** The City Treasurer to spread said charges on the 2022 WinterTax Roll.

## **LIST OF ATTACHMENTS:**

1. Special Assessment Roll for 2022 Winter Tax Roll

Item Number: #4 Date: November 14, 2022

RESOLUTION by Councilperson

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

BE IT FURTHER RESOLVED that Council directs the City Treasurer to spread said charges on the 2022 Winter Tax Roll.

I move the adoption of the foregoing resolution.

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

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

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

11/01/2022 03:55 PM	Tax Assignme	nt Report for CITY OF WYA Live Run	NDOTTE & MUNI	Page: 1/6 DB: Wyandotte			
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred		
57 001 06 0048 000	KELLY, MARGARET PEARL	WEEDS	200.00	0.00	200.00		
57 001 07 0026 000	NORMAND, ERIC/TRACY	WEEDS	200.00	0.00	200.00		
57 005 07 0051 000	THERO, DANIEL D/JENNA M	WEEDS	200.00	0.00	200.00		
57 006 08 0106 302	BAUDER, PATRICIA	WEEDS	200.00	0.00	200.00		
57 010 05 0010 000	1ST METRO - WYANDOTTE LLC	WEEDS	200.00	0.00	200.00		
57 012 13 0014 000	ASHER, CHARLES STEPHEN	WEEDS	200.00	0.00	200.00		
57 013 05 0030 000	SYC, DAVID JOSEPH	WEEDS	200.00	0.00	200.00		
57 013 25 0021 001	PALM, KYLE J	WEEDS	200.00	0.00	200.00		
57 014 02 0020 000	PAYNE, KENNETH ALLEN	WEEDS	560.00	0.00	560.00		
57 014 21 0006 000	KOURI, ROBERT/LOIS	WEEDS	200.00	0.00	200.00		
57 014 24 0012 000	PRIESTLEY HOMES LLC	WEEDS	200.00	0.00	200.00		
57 016 02 0339 002	FULTON, THOMAS	WEEDS	200.00	0.00	200.00		
57 016 05 0353 000	LOVE, DERRICK/KENISHA	WEEDS	200.00	0.00	200.00		
57 017 13 0063 000	MCDONALD, KEVIN	WEEDS	200.00	0.00	200.00		
57 017 16 0116 002	KIDD, AUSTIN/NICHOLE	WEEDS	200,00	0.00	200.00		
57 017 16 0261 000	REVIVE REALTY GROUP LLC	WEEDS	200.00	0.00	200.00		
57 018 02 1062 000	CORCORAN, JOSHUA	WEEDS	200.00	0.00	200.00		
57 019 12 0007 000	YOUSIF, AMJAD/CHERYL	WEEDS	200.00	0.00	200.00		
57 019 20 0010 002	NEFF, NICHOLE	WEEDS	200.00	0.00	200.00		
57 021 10 0075 000	US BANK TRUST NATIONAL ASSOC	WEEDS	200.00	0.00	200,00		
57 021 11 0027 300	PATRICK, JEFFREY D JR	WEEDS	200.00	0.00	200.00		
>	Totals WEEDS	4,560.00					
>	Grand Total	4,560.00					

11/02/2022 01:37 PM	Tax Assignment	Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES Live Run							
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred				
57 003 03 0021 000	GALPER, BENJAMIN	OUT	233.27	0.00	233.27				
57 003 08 0167 000	KOWALSKI, DAVID	OUT	533.03	0.00	533.03				
57 004 23 0111 002	COX REIT HOLDINGS LLC	OUT	395.76	0.00	395.76				
57 004 25 0027 000	CHACZYK, EUGENE J	OUT	244.46	0.00	244.46				
57 007 10 0019 000	MUSSIN, TIFFANY	OUT	253.38	0.00	253.38				
57 007 10 0020 301	MUSSIN, SCOTT P	OUT	272.08	0.00	272.08				
57 013 06 0027 001	TEC PREMISES LLC	OUT	177.17	0.00	177.17				
57 014 12 0012 302	SCRIBNER, JILL/ARMATIS, JUSTIN	OUT	195.87	0.00	195.87				
57 018 02 0797 002	SULLIVAN, JOHN A.	OUT	142.18	0.00	142.18				
57 021 10 0028 302	FUSTE, BRITTANY	OUT	75.67	0.00	75.67				
57 021 10 0035 000	CAVALLI, KATHLEEN ELIZABETH	OUT	113.07	0.00	113.07				
>	Totals OUT	2,635.94							
>	Grand Total	2,635.94							

11/02/2022 02:11 PM	Tax Assign	Pager 1/6 DB: Wyandotte				
Cust ID	Customer Name	Live Run Item Code	Balance	Additional	Tot Transferred	
57 004 02 0063 002	CERVANTES, DANIEL D.	TOTER	48.00	0.00	48.00	
57 006 02 0031 000	SCHLAUFMAN, RANDAL	TOTER	48.00	0.00	48.00	
>	Totals TOTER	96.00				
>	Grand Total	96.00				

11/02/2022 02:15 PM	Tax Assig	nment Report f	or CITY OF WY Live Run		CIPAL SERVICES		Page: 1/6 DB: Wyandotte
Cust ID	Customer Name		Item Code	Balance	Additional	Tot Transferred	
57 021 01 0011 002	CN RAILWAY-GTW DISTRICT		GRASS	13414.20	0.00	13414.20	
>	Totals GRASS	13,414.20					
>	Grand Total	13,414.20					

11/02/2022 11:16 AM	Tax Assignment Repor		Page: 1/10 DB: Wyandotte			
Cust ID	Customer Name	Live Run Item Code	Balance	Additional	Tot Transferred	
57 001 01 0088 000	NEXT GENERATION TS	GRASS	200.00	0.00	200,00	
57 001 04 0059 000	NORTH 197 TRUST	GRASS	200.00	0,00	200.00	
57 001 04 0375 000	YARNELL, DAVID	GRASS	200.00	0.00	200.00	
57 001 07 0115 000	PAPALAS, LAURA	GRASS	200.00	0.00	200.00	
57 003 03 0021 000	GALPER, BENJAMIN	GRASS	200.00	0.00	200.00	
57 003 08 0167 000	KOWALSKI, DAVID	GRASS	200.00	0.00	200.00	
57 003 08 0191 000	WILKINS, ATRICE	GRASS	600.00	0.00	600.00	
57 003 08 0205 000	RATLIFF, RICHARD/MARY	GRASS	400.00	0.00	400.00	
57 003 08 0379 000	MIJARA LLC	GRASS	200.00	0.00	200.00	
57 003 08 0549 000	1522 INVESTMENT LLC	GRASS	200.00	0.00	200.00	
57 004 02 0063 002	CERVANTES, DANIEL D.	GRASS	800.00	0.00	800.00	
57 004 10 0058 000	ARGO REALTY CO PROFIT SHARING TRUST	GRASS	600.00	0.00	600.00	
57 004 23 0041 002	HASSELL, AARON	GRASS	600.00	0.00	600.00	
57 004 23 0111 002	COX REIT HOLDINGS LLC	GRASS	400.00	0.00	400.00	
57 004 24 0058 000	BEIER, MATTHEW W	GRASS	200.00	0.00	200.00	
57 004 25 0077 000	SPENCER, SCOTT	GRASS	200.00	0.00	200.00	
57 004 25 0120 000	PRUITT, CAMERON	GRASS	200.00	0.00	200.00	
57 006 01 0081 000	FARRUGIA, CHARLES	GRASS	200.00	0.00	200.00	
57 006 03 0341 002	BOGUSZ, KEVIN	GRASS	200.00	0.00	200.00	
57 006 05 0028 000	BASILE, BRIAN A.	GRASS	400.00	0.00	400.00	
57 007 08 0003 000	MALLOW HOLDINGS ONE LLC	GRASS	200.00	0.00	200.00	
57 007 09 0028 300	KILANDER, JAMES	GRASS	250,00	0.00	250.00	
57 007 10 0036 303	RIGLEY, ALLAN	GRASS	800.00	0.00	800.00	

11/02/2022 11:16 AM	Tax Assignment Report for CITY OF WYANDOTTE & MUNICIPAL SERVICES Live Run				Page: 2/10 DB: Wyandotte	
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred	
57 010 08 0007 000	1ST METRO - WYANDOTTE LLC	GRASS	200.00	0.00	200.00	
57 011 15 0064 002	WICKED WITCHES WORLDWIDE LLC	GRASS	400.00	0,00	400.00	
57 012 12 0004 303	MJP REALTY INVESTMENTS LLC	GRASS	400.00	0.00	400.00	
57 012 12 0033 000	MCLAIN, SARAH	GRASS	400.00	0.00	400.00	
57 013 18 0037 000	MULLINS, CAROL	GRASS	400.00	0.00	400.00	
57 014 23 0003 000	FEDERAL HOME LOAN MORTGAGE CORP	GRASS	200.00	0.00	200.00	
57 014 23 0010 000	PRIESTLEY HOMES LLC	GRASS	200.00	0.00	200.00	
57 014 28 0003 000	GROCKI, MONICA	GRASS	600.00	0.00	600.00	
57 016 01 0101 002	MALECHUK, KATHRYN	GRASS	200.00	0.00	200.00	
57 016 04 0573 000	KUHN, JONATHAN/KUHN-FELLER, AUTUMN	GRASS	200.00	0.00	200.00	
57 016 05 0283 002	LAW, MICHAEL	GRASS	200.00	0.00	200.00	
57 017 05 0252 001	NAHSAL PROPERTIES LLC	GRASS	200.00	0.00	200.00	
57 017 13 0189 302	HEALTH INDUSTRY PROPERTIES, LLC	GRASS	400.00	0.00	400.00	
57 017 16 0057 000	LOUGH, COLLEEN	GRASS	200.00	0.00	200.00	
57 017 16 0261 000	REVIVE REALTY GROUP LLC	GRASS	200.00	0.00	200.00	
57 018 01 0183 000	MORRIS, EDDIE	GRASS	200.00	0.00	200.00	
57 018 02 0797 002	SULLIVAN, JOHN A.	GRASS	400.00	0.00	400.00	
57 018 02 0993 002	RENSON LLC	GRASS	600.00	0.00	600.00	
57 021 10 0075 000	US BANK TRUST NATIONAL ASSOC	GRASS	400.00	0.00	400.00	
57 888 99 0102 001	CONRAIL	GRASS	1605.09	0.00	1605.09	
>	Totals GRASS 15,255.	.09				

---->

Grand Total 15,255.09



# The Lincoln Center

891 Goddard Road & Wyandotte, Michigan 48192 & (734) 759-5900 & Fax (734) 759-5909

"Wyandotte Education: Striving for Continued Excellence"

CYNTHIA TAYLOR Director of Special Education LAUREN FEIGEL Program Administrator-The Lincoln Center CATHERINE COST Superintendent of Schools

November 4, 2022

To Whom It May Concern:

The purpose of this letter is to obtain permission from the city of Wyandotte for public street closure during the hours of 9:30 – 10:30am on Tuesday, November 22, 2022, for our inaugural Thanksgiving Parade. We are looking to have our student body and staff participate in banner making that promotes unity, gratitude, and togetherness. Each classroom will make a banner, and it will be paraded from for a one block radius – (Cora-Baumey-Electric) and back to the Lincoln Center. We will also include the Wilson Middle School marching band in the parade. Students will hand deliver flyers to neighbors (Cora-Baumey-Electric) to join us for the parade. We are asking for Public Safety support in this endeavor.

We are a Center-Based Program servicing and supporting students with special needs ages 5-26 years old with Autism, Cognitive Impairment and Emotional Impairment. In the ongoing pandemic, it has been a challenge and a burden on all staff and students. With so many staff and students losing family members during this unprecedented time, we have embraced empathy and gratitude, school-wide. In throughout the school district, we have been teaching social and emotional learning skills. One of the components that we have a strong focus on is relationship development. We believe in togetherness, and our parade will show the grit and courage of our students and staff who continue daily being committed to one another.

We appreciate your time and consideration with this matter. Please contact us with any questions at 734-759-5901.

Sincerely

Lauren Feigel V Program Administrator Lincoln Center



Item Number: #5 Date: November 14, 2022

RESOLUTION by Councilperson

WHEREAS, The Lincoln Center has requested to close Electric and Cora Streets at Goddard Rd, and Baumey between Electric and Cora from 9AM to 11AM for a Thanksgiving Parade from 9:30 - 10:30AM on Tuesday, November 22, 2022.

WHEREAS, the Program Administrator of The Lincoln Center has agreed to notify residents in the area of the road closure prior to the day of the event and the request has been reviewed and approved by DPS, WFD, and WPD.

BE IT RESOLVED that Council approves said closure of streets for the requested times, and requests that WFD and WPD provide any possible support for the event, and the Department of Public Services will provide the necessary barricades for the event prior to 9AM on November 22, 2022.

BE IT FURTHER RESOLVED that the school, or its administration, shall sign a hold harmless agreement as provided by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>6</u>

## **ITEM:** Carriage for Christmas Parade

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

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

**BACKGROUND:** Herewith, please find the carriage rental agreement assembled and recommended by my office for the Christmas Parade, November 19th 2022. We have confidence that, once again, Ann Arbor Carriage will provide us with quality services and are endorsing their contract for the event.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Christmas Parade Expense Account - 285-225-925-825 - \$750

**IMPLEMENTATION PLAN:** Contract to be signed by Mayor Robert DeSana and Lawrence Stec, City Clerk, to be returned to Heather A. Thiede-Champlin for implementation.

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

1. Ann Arbor Carriage Wyandotte Nov 19 2022

Item Number: #6 Date: November 14, 2022

RESOLUTION by Councilperson

A resolution to APPROVE the contract for Ann Arbor Carriage for the 2022 Christmas Parade as outlined in the provided communication, \$750 to be paid from the Christmas Parade Account 285-225-925-825. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract and a hold harmless agreement for the company on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

# Ann Arbor Carriage Whitmore Lake, MI 48189 734-323-7383

www.annarborcarriage.com

Heather A. Thiede Special Event Coordinator Department of Recreation, Leisure and Culture 3131 Third Street Wyandotte, Michigan 48192 Phone – 734-324-4502 www.wyandotte.net www.wyandottestreetartfair.org

#### **Christmas Holiday Parade 2022**

Event: One horse - drawn Carriage fully decorated for the Christmas theme Parade.

Date: Saturday November 19, 2022

Time: 9:30am till end. Start time 10:00 to 12:00 noon.

Date

**Invoice:** \$750.00 Due now to hold date.

Mail: Ann Arbor Carriage P.O. Box 263 Whitmore Lake, MI 48189

Thank you, Denise M. Kubin

**NOTE:** Sign and send back

Cell number for the day of event

Signature

Any unforeseeable circumstances that arise, Ann Arbor Carriage has sole preference in determining responsible decision. We reserve the right to cancel services at any time. Due to the nature of the business, we have the right and the option to substitute carriages, companies, driver (s) and horses at our own discretion. Ann Arbor Carriage will not be responsible for any loss sales, project sales or advertising cost due to unforeseen emergencies that could arise or extreme weather. Animals have unique behavior and mind-set. Discrepancies while working with horses'/farm life can happen.

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

### **MEETING DATE: 11/14/2022**

## AGENDA ITEM #<u>7</u>

## **ITEM:** Request to Remove Trees at 2735 22nd Street

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

## **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** On October 25, 2022, the Engineering and Building Department received a request from Ms. Kim Priest, 2735 22nd, to remove two (2) trees located between the sidewalk and curb at that address. Ms. Priest is requesting City Council grant permission for her to remove the trees following the City of Wyandotte Policy on Tree Removal, Trimming and Planting, adopted in April of 2021.

The request has been reviewed by the Engineering and Building Department and the DPS. The attached Work Order No. 1046494 was created and addressed. The trees are healthy trees, approximately 12-14" DBH. The trees do not meet the criteria for removal.

Examination of the sidewalk showed some heaving and a lifting of the south most sidewalk slab adjacent to a driveway approach.

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

<u>ACTION REQUESTED:</u> Deny the request to remove the two health trees, or grant the request to remove the two health trees and comply with the removal and replacement requirements of the City of Wyandotte Policy on Tree Removal, Trimming and Planting.

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

**IMPLEMENTATION PLAN:** If City Council determines that cutting the tree down is advisable, the abutting property owner shall be authorized to remove the tree from the public right of way subject to:

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

2. Once the new trees are planted, the authorized property owner shall obtain a tree cutting

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

## **LIST OF ATTACHMENTS:**

- 1. Letter from Resident Tree Request\_2735 22nd
- 2. Work Order 1046494 100522
- 3. Policy on Tree Removal, Trimming and Planting
- 4. Application For Tree Removal
- 5. Specifications of Tree Cutting, Tree Trimming and Stump Removal
- 6. Procedure for Tree Planting in Right of Way Between Sidewalk and Curb and Tree List
- 7. Tree Cut and Plant Permit Procedure

## **RESOLUTION**

Item Number: #7 Date: November 14, 2022

RESOLUTION by Councilperson

## **OPTION 1:**

WHEREAS, Kim Priest, 2735 22nd Street, has requested that the two city trees abutting the property be removed; and WHEREAS, the two trees were inspected by the City and they do not meet the criteria for removal; and

WHEREAS, Kim Priest is requesting that the City Council grant approval to remove the healthy trees. BE IT RESOLVED that City Council hereby grants permission for Kim Priest to remove the two city trees abutting 2735 22nd Street; and

BE IT FURTHER RESOLVED that the property owner be subject to the following:

1. Planting replacement trees from the City's list of approved trees and at locations approved by the City. The replacement trees shall be a minimum of 2.5-inch diameter at breast height, and the sum of the replacement trees' diameter at breast height shall equal the diameter at breast height of the trees being removed, OR, \_\_\_\_\_

(\_\_) trees as determined by the Council. The cost of planting replacement trees shall be borne by the property owner authorized to remove the trees. The authorized property owner shall provide a one (1) year warranty for the replacement trees.

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

**OPTION 2:** 

WHEREAS, Kim Priest, 2735 22nd Street, has requested that the two city trees abutting the property be removed; and WHEREAS, the two trees were inspected by the City and do not meet the criteria for removal; and

WHEREAS, Kim Priest is requesting that the City Council grant approval to remove the healthy trees. BE IT RESOLVED that City Council has determined that the removal of the two trees is not advisable and the request to remove the healthy trees at 2735 22nd Street is hereby denied.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

10/5/2022 Kim Priest 2735 22<sup>nd</sup> St. Wyandotte, Mi. 48192

## Dear, Mayor DeSan a + Council.

I am submitting this letter to the council to address an issue I am having with the 2 Oak trees I have on my property. They are located on the easement, located between the sidewalk and the street. The roots are lifting my sidewalk and have caused a tripping hazard. This is getting worse and I am concerned about the liability this poses on me as the sidewalk is my responsibility. It is my intentions to ensure the safety of my property for myself, my family and those who walk through our neighborhood. I am asking permission to have these trees removed.

Sincerity. Direct

## City of Wyandotte Department of Public Service

Work Or	der	10/05/2022	11/03/2022 11:16 AM
Work Order	<b>No</b> 1046494	Status: INPROGRESS	
Work Order Type:	SL	KIM PREIST	
Scheduled Date: Est End Date:	10/05/2022	2735 22ND	
Manager:			
Task:	TASK		
WO Description			

## CUT TREE @ 2735 22ND

HOMEOWNER REQUEST THAT BOTH TREE ARE REMOVED. ROOTS ARE CAUSING DAMAGE TO LAWN AND SIDEWALK. CONCERNED THEY WILL MOVE INTO THE SEWER SYSTEM.BOTH MAPLE TREES WERE INSPECTED ON 10/4/22.

10-5-22 PER BJM BOTH TREES ARE VERY HEALTHY AND DO NOT MEET ANY OF THE CRITERIA FOR REMOVAL. SURFACE ROOTS ARE PRESENT; THIS IS NORMAL FOR MOST TREES.

	LABOR		EQUIPME	NT		MATERIAL
DATE	EMPLOYEE	HRS	NUMBER	HRS	ITEM	QTY
		-				

## CITY OF WYANDOTTE POLICY ON TREE REMOVAL, TRIMMING AND PLANTING APRIL 21, 2021

The intent of this policy is to promote the quality of life for the residents of the City of Wyandotte through the protection and maintenance of the trees in the City, and is authorized by the City of Wyandotte Code of Ordinances <u>Chapter 36 Trees</u> and Vegetation, Sec. 36-2. Authority of department of building and engineering.

## TREE REMOVAL PROCEDURE

When a request for tree removal is received, the following information shall be gathered:

- 1. Name, address and phone number of the person making the request.
- 2. Address where the tree is located.
- 3. Physical location of the tree is the tree in the public right-of-way or on private property.

Trees that are located within a vacated alley or street are considered to be on private property and are the responsibility of the property owners. If the tree is on private property, advise the requester that the tree is the responsibility of the property owner. Create the Work Order, close it out, and add a note in the "Results" box that tree is on private property and no action will be taken.

For trees that are located in a public right of way, create a Work Order.

If the tree in not on private property, the Work Order shall be assigned to a Department of Public Service Supervisor/Arborist or Contracted Certified Arborist, who shall investigate to determine the status of the tree and verify that the tree is on public property. If the location of the property lines and right-of-way lines are unclear, consult with the Engineering and Building Department for clarification before proceeding.

The City of Wyandotte will cut and remove trees, on public property, at no cost to the abutting property owners, for the following reasons:

The tree is dying The tree is diseased The tree is damaged and the result is an unstable/unsafe/unhealthy tree The tree is in the way of an approved construction project Upon investigation by the Department of Public Service Supervisor/Arborist or Contracted Certified Arborist, trees meeting one of the conditions listed above shall be considered a candidate for removal. The removal shall be confirmed with the abutting property owner. Upon confirmation and agreement for removal, the tree shall be marked and placed on the tree cut list.

The tree removal will be assigned to the Tree Cutting, Tree Trimming and Stump Removal contractor, or cut by the Department of Public Service, as conditions warrant. The Work Order shall be closed and a note shall be added in the "Results" box that shall include: the determination that the tree meets one or more of the criteria; the name of Department of Public Service Supervisor/Arborist or Contracted Certified Arborist who inspected and made the decision; that the abutting property owner has been advised; and that the tree removal has been assigned to the tree removal contractor or will be addressed by the Department of Public Service.

Trees that meet the criteria to be removed, and are determined to be dangerous and in eminent danger of causing personal or property damage, shall be removed as soon as practicable by the tree removal contractor or the Department of Public Service. The Work Order shall be closed once the tree has been removed. The note in the "Results" box shall also include the date of removal and who removed the tree.

Other trees designated for removal shall be placed on the tree cut list and removed in order of date received. Trees needing to be removed to necessitate a construction project may receive priority to accommodate the project.

The City will not remove trees for the following reasons: they are healthy; for aesthetic reasons (i.e. a dislike of a particular species, obscures vision of neighborhood, architectural or landscape features); because of shedding of leaves, seeds, twigs or small limbs (these are natural conditions of all tree species); excessive shading; or because of the heaving of sidewalks, driveways, approaches or other pavement caused by the tree roots.

## TREE TRIMMING

The Department of Public Service will investigate and act upon complaints or concerns received regarding a tree in the public right of way, or on private property, that has hanging branches/limbs, broken branches/limbs, and branches that are obscuring traffic devices or interfering with pedestrian traffic on public sidewalks and crosswalks, or vehicular traffic on streets and alleys, or a condition that appears to be dangerous.

When a tree trimming request or complaint is received, the following information shall be gathered:

- 1. Name, address and phone number of the person making the request.
- 2. Address where the tree is located.
- 3. Physical location of the tree is the tree in the public right-of-way or on private property.

Create a Work Order.

The Work Order shall be assigned to a Department of Public Service Supervisor/Arborist or Contracted Certified Arborist to inspect and evaluate the condition and state of the tree. If found to be valid, the tree shall be added to the Tree Trimming List, the Work Order closed and the a note shall be added in the "Results" box that shall include: the state of the tree and condition created; the name of Department of Public Service Supervisor/Arborist or Contracted Certified Arborist who inspected and made the decision; and that tree trimming has been assigned to the tree removal contractor or will be addressed by the Department of Public Service.

Trimming shall include the removal of the hanging or broken branches/limbs over the public right of way, and the clearing of obstructions to allow ten (10) feet of clearance from the ground above the public sidewalk or crosswalk, and sixteen (16) feet of clearance above a public street or alley.

Hanging branches/limbs and/or broken branches/limbs on trees located in the public right of way which are over public sidewalks, crosswalks, streets and alleys, or private property, which have been inspected by a Department of Public Service Supervisor/Arborist or Contracted Certified Arborist and are determined to be dangerous and in eminent danger of causing personal or property damage, shall be removed as soon as practicable by the tree removal contractor or the Department of Public Service at the direction of the Department of Public Service Supervisor/Arborist or Contracted Certified Arborist. The Work Order shall be closed once the hanging branches/limbs and/or broken branches/limbs have been removed. The note in the "Results" box shall include the state of the tree and condition created, name of Department of Public Service Supervisor/Arborist or Contracted Certified Arborist who inspected and made the decision, the date of removal and who removed the branches/limbs.

## TREES ON PRIVATE PROPERTY

When a complaint or concern is received regarding a tree on private property with hanging branches/limbs and/or broken branches/limbs which extend over a public sidewalk, crosswalk, street or open alley, the condition and situation shall be investigated by a Department of Public Service Supervisor and a member of the Engineering and Building Department.

If the hanging branches/limbs and/or broken branches/limbs are determined to be dangerous and in eminent danger of causing personal or property damage, the condition shall be deemed a nuisance and the enforcement actions of the City of Wyandotte Code of Ordinances, <u>Chapter 24 Nuisances</u>, shall be implemented.

The property shall be posted with a notice complying with Sec. 24-5. Contents of notice, (1) thru (5). The notice shall order the abatement of the nuisance/dangerous condition within three (3) days of the date of the notice.

Failure to comply with the notice shall result in the City abating the nuisance in accordance with <u>Sec. 24-7</u>. Abatement by city. The nuisance/dangerous condition shall be abated by the Department of Public Service or City contractor, as determined by the Department of Public Service Supervisor, by trimming the tree. Trimming should be limited to the removal of the hanging or broken branches/limbs over the public right of way, and the clearing of obstructions to allow ten (10) feet of clearance from the ground above the public sidewalk or crosswalk, and sixteen (16) feet of clearance above a public street or alley.

All costs of the abatement activity shall be recorded and assessed to the property in accordance with Sec. 24-8.

## REQUESTS TO REMOVE HEALTHY TREES

A property owner, abutting the location of a healthy tree that is located in the public right of way, may request approval from the Wyandotte City Council to remove the healthy tree for: aesthetic reasons (i.e. a dislike of a particular species, obscures vision of neighborhood, architectural or landscape features); because of shedding of leaves, seeds, twigs or small limbs (which are natural conditions of all

tree species); excessive shading; or because of the heaving of sidewalks, driveways, approaches or other pavement caused by the tree roots.

The Wyandotte City Council shall determine whether or not it is advisable and necessary for health, welfare, comfort and safety of the people of the City of Wyandotte to allow the property owner, abutting the location of a tree in the public right of way, to cut down and remove a tree.

If City Council determines that cutting the tree down is advisable, the abutting property owner shall be authorized to remove a tree from the public right of way subject to:

- 1. Planting replacement trees from the City's list of approved trees and at locations approved by the City. The replacement tress shall be a minimum of 2.5-inch diameter at breast height, and the sum of the replacement trees diameter at breast height shall equal the diameter at breast height of the tree being removed. The cost of planting replacement trees shall be borne by the property owner authorized to remove a tree. The authorized property owner shall provide a one (1) year warranty for the replacement trees.
- 2. Once the new trees are planted, the authorized property owner shall obtain a tree cutting permit from the Department of Engineering and Building. Approval of the permit will require the execution of a Hold Harmless Agreement. The removal of the tree shall be by the abutting property owner at their expense. The tree shall be removed in accordance with the City of Wyandotte Tree Cutting and Stump Removal Specifications.

## TREE PLANTING IN THE PUBLIC RIGHT OF WAY

In accordance with Code of Ordinance Sec. 36-4. Permit to plant certain trees., trees may be planted by residents. Tree planting procedure, form and list of trees are available on the City's website. The City Engineer, or his representative, shall determine if the tree selected is appropriate for the particular location.

## ATERNATIVE ACTION FOR PAVEMENT REPLACEMENT

A property owner, abutting the location of a healthy tree that is located in the public right of way, whose roots are causing the heaving of sidewalks, driveways, approaches or other pavement may request approval from the Wyandotte City Council to grind down the resulting trip hazard. This would apply to any elevation change of up to two (2) inches. The grinding shall be performed to create a slope

of eight (8) inches of horizontal grinding for each one (1) inch of vertical displacement.

If City Council determines that the grinding of pavement in the public right of way is advisable, the abutting property owner shall be authorized to perform such grinding as described at the property owners' expense. The property owner shall obtain a sidewalk permit from the Department of Engineering and Building upon the execution and submittal of a Hold Harmless Agreement. This action will be a "one time only" authorization. Any future displacements of pavements in the right of way caused by the tree roots will require removal and replacement of the pavement. CITY OF WYANDOTTE Department of Engineering & Building 3200 Biddle Ave., Ste. 200 (734) 324-4551

Permit #:\_\_\_

Application for	or Alterations
	Date:
Location, Ownership, and Detail must be correct, compl	ete, and legible before a Building Permit will be issued.
Building Located At:	
Contractor's Name:	Address:
Applicant's Name:	
Phone #:	
Owner's Name:	Address:
Owner's Phone #:	
Email Address:	
STATE CLEARLY THE NATUR	E OF THE PROPOSED WORK:
Is this Permit to correct cited violations  Yes	No If Yes, date of violations
Window(s): No of windows to be replac	ed
Strip and ReroofHouse Garage	Shed
Residing (including gutters and downspouts)	House Garage Shed
Outside Basement Waterproofing ONLY	
City Sidewalks: feet of City Sidewalks	to be replaced
Additional Information	
Estimated Cost by Applicant: \$	
information hereon is accurate. Section 23a of the state construction	er and I am authorized to make such application and further that the code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from ating to persons who are to perform work on a residential building or a test.
W/bldgapp.doc	X
updated 01/21/2021	X Signature of Applicant



CITY OF WYANDOTTE, MICHIGAN Department of Engineering & Building Gregory J. Mayhew, P.E. City Engineer

## Affidavit for Building, Sidewalk, Approaches, and Curb Cut Permits

LOCATION:

A bona fide owner may do his/her own work, providing he/she applies for and secures a permit, pay the fee, does the work himself/herself in accordance with the provisions of the codes and rules of the City of Wyandotte, applies for inspections and receives approval of his/her work by the appropriate inspection authority. Failure to comply with these requirements will subject the owners permit to cancellation.

In making the application, I realize I am assuming the responsibility of a licensed contractor for the construction and/or installation of the work mentioned in the permit. I further agree that I shall neither hire any other person for the purpose of constructing and/or installing, nor sub-contract to any other person, firm, or corporation any portion of the construction and/or installation of equipment at the above premises.

I agree to request inspection as required by City Ordinance and Department Rules and to keep all parts of the construction and/or installation exposed until the Department of Engineering and Building has accepted the construction and/or installation as being in compliance with the Code Requirements.

I certify that I will perform the work under the requirements of the above rules governing homeowner's permits.

I further agree to correct all violations and will provide access to the premises between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday for necessary inspections.

Owner (Signature)	Present Address
Print Name	City, State, Zip Code
Phone No	Email Address:
Subscribed and sworn to me before this	
day of,	
Notary Public, State of Michigan, County of Wayne My Commission Expires: Acting in the County of	

If you have any questions regarding the work, please consult the Inspector prior to beginning work. If other problems arise, please contact the Engineering Office Supervisor at (734) 324-4551.

W:Owner's Affidavit.doc

3200 Biddle Avenue, Suite 200, Wyandotte, MI 48192\*734-324-4551 \*Fax 734-556-3179 \*email: engineering1@wyandottemi.gov

City of Wyandotte Department of Engineering and Building Contractor License Registration Wyandotte, Michigan 48192 (734) 324-4551 Engineering1@wyan.org

## CONTRACTOR INFORMATION

1.

Name:	Phone:
Address:	
E-mail Address:	
Contractor's License #:	Exp. Date:
Federal Employer ID Number of Reason for Exemption:	r
Workers' Comp. Insurance Carr Reason for Exemption:	rier or
MESC Employer Number or Reason for Exemption:	
conspiring to circumvent the licensing requi	act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from irements of this state relating to persons who are to perform work on a re. Violators of Section 23a are subject to civil fines.
Date:	Authorized Signature:
	thorized to secure permits for the above named company:
Registration Fee: \$45.00 (Re	egistration expires when license expires.)
Copies of current license, driv	ver's license and insurance to be attached.
Receipt/Check #	

w/registration form.doc

updated: 05/22/14

## CITY OF WYANDOTTE SPECIFICATIONS FOR

## TREE CUTTING, TREE TRIMMING AND STUMP REMOVAL

## **GENERAL**

The following shall be the specifications and guidelines for the removal of trees located in public right of ways.

The party authorized to remove the tree shall furnish all labor, supervision, supplies, tools equipment and other means necessary or proper for performing and completing the work. The party authorized to remove the tree shall be responsible for the cleaning up of the site and shall repair or restore all structures and property that may be damaged or disturbed during the performance of the work.

## **EQUIPMENT**

The party authorized to remove the tree must provide the Engineer with a list of equipment to be used to complete the tree removal. The equipment list must include the minimum of one (1) aerial truck and must be verified before a permit is issued. Aerial truck must be available and utilized to perform the tree removal work. All equipment MUST have current and valid inspections on all required equipment by state and federal regulations. Proof of such, shall be presented upon request.

## **SAFETY**

All appropriate safety equipment must be utilized at all times during operations; including, but not limited to: hard hats, gloves, safety glasses, fall restraints, traffic control devices, high visibility clothing, adequate hearing protection and any other safety required by OSHA, <u>MIOSHA, R 408.15313 Part 53. "Tree Trimming and Removal"</u> for tree trimming, tree removal, or stump grinding not previously mentioned.

**Miss Dig** may need to be contacted before some removals to prevent contact with gas, water, electrical, data or other buried service lines. Calling Miss Dig is the responsibility of the party authorized to remove the tree.

All feasible and foreseen precautions must be made by the party authorized to remove the tree to ensure the safety of all involved with the tree removal, the motoring public, pedestrian traffic, the residents and private and public property.

## TREE AND STUMP REMOVAL

Once a tree is cut down, the stump must be ground out within five days (5). Stumps and buttress roots must be removed to a minimum of twelve inches (12") below ground level and two (2) times the diameter at breast height in surface area ground. The remaining stump and/or chips shall be removed from the site within two days (2) after grinding. All surface roots and adjacent subsurface roots shall be removed as may be necessary to eliminate "humps" or mounds in the tree easement area adjacent to the stump. All tree easement areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade and seeded. See **Materials** for Top Soil and Seed required.

The debris resulting from tree and stump removal operation must be removed by the party authorized to remove the tree and properly disposed of. No on site or City owned property will be designated as log or debris storage areas. Under no circumstances shall debris be left on the easement or street overnight, over the weekend or holiday.

## ALLEY TREE REMOVALS OR TRIMMING

Tree removal or tree trimming may be required in the alleyways of the City. Note that this may be a restricted work space and there may be utility lines present in, around or near the tree.

## OAK TREE REMOVAL OR OAK TREE TRIMMING

Any Oak (*Quercus*) species will be cut or trimmed no earlier than November 15, 2020 and no later than March 1, 2021, unless written permission is given by City Arborist or City Engineer. If pruning or cutting takes place outside of November 15 to March 1, the party authorized to remove the tree will take all appropriate measures to prevent Oak Wilt Disease. This may include sealing or root trenching. The party authorized to remove the tree will take all necessary precautions to prevent the spread of Oak Wilt Disease in the City of Wyandotte.

## **RESTORATION OF WORK AREAS**

The party authorized to remove the tree, at their expense, shall restore the lawn and any existing landscaping and appurtenances that exist between the sidewalk and curb or in other areas that have been disturbed by the party authorized to remove the tree during the prosecution of the work in accordance with these specifications. See **Materials** for top soil and grass seed to be used.

## DAMAGE

The party authorized to remove the tree shall protect all concrete sidewalk, driveway approaches, driveways and street pavement from damage through the use of plywood sheeting or mats when necessary. The party authorized to remove the tree shall replace or restore all concrete sidewalks, driveway approaches, driveways and street pavement which may have been damaged during the prosecution of the work.

## CLEAN UP

The party authorized to remove the tree shall be responsible at all times for keeping the work site adjoining premises, street, walks and driveways clean. All tree branches, bark, chips and other debris must be cleared up at the end of the work day.

## MATERIALS

<u>Topsoil:</u> ASTM 5268, pH range of 5.5 to 7.4 percent organic material minimum, free of stones one inch (1") or larger in any dimension, and other extraneous material harmful to plant growth. Topsoil shall be a dark, organic, natural surface soil consisting of clay, sand, silt, exclusive of any peat or muck and shall contain not less than three percent (3%) organic material by weight. The topsoil shall be screened so that the maximum particle size is three-quarter inch (3/4") and maximum of three percent (3%) is retained on a quarter inch (1/4") screen.

<u>Seed:</u> Seed shall be Kentucky Bluegrass mixture as set forth in the <u>2012 MDOT Standard</u> <u>Specifications for Construction</u>, Section 917.12 Seed, and Table 917.1.

<u>Sod:</u> Certified turf grass sod complying with ASPA specifications for machine cut thickness, size, strength, moisture content, and mowed height and free of weeds and undesirable native grasses. Provide sod of density, color, and texture, strongly rooted and capable of vigorous growth and development when planted. The sod shall consist of Kentucky Bluegrass with fifteen (15%) to thirty (30%) percent Creeping Red Fescue and conform to the <u>2012 MDOT</u> <u>Standard Specifications for Construction</u>, Section 917.13 Sod

<u>Installation</u>: Perform restoration of three (3") inches of topsoil, sod or hydroseed in accordance with <u>2012 MDOT Standards Specifications for Construction</u>, Section 816.03, unless otherwise specified herein.

Trim areas of existing lawn to provide neat continuous areas of new planting at the width called for on the Plans. The new planting area shall be graded level from the existing lawn to the top of the new curb or concrete surface.

Before the topsoil is placed, the subsurface shall be cleaned of all miscellaneous concrete, stones or other debris. Topsoil shall be placed to a compacted depth of not less than three inches (3") thick in the areas to receive seed or sod. The topsoil shall be compacted so that the surface is at or just below the top of the abutting concrete surfaces or curbs. For sodded areas, the topsoil shall be compacted so that the sod root system is level with the abutting concrete surfaces or curbs.

OFFICIALS

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER

Theodore H. Galeski CITY ASSESSOR



MAYOR PRO TEMPORE Robert A. DeSana

> COUNCIL Robert Alderman Chris Calvin Megan Maiani Leonard T. Sabuda Donald Schultz Jr.

GREGORY J. MAYHEW, P.E. CITY ENGINEER

## PROCEDURE FOR TREE PLANTING IN RIGHT-OF-WAY BETWEEN SIDEWALK AND CURB

Property owners may request to plant a tree(s) in the public right-of-way between the sidewalks and curb.

Species of trees should be in accordance with the attached list of approved trees. Tree(s) may not be planted underneath overhead wires.

Complete the Tree Planting Hold Harmless Agreement and submit it to the Department of Engineering and Building along with the tree selection from the approved list of trees. Once the Hold Harmless is submitted and approved by the City Engineer, you may plant the tree.

You must complete the Bill of Sale form once the tree(s) is planted and return the form to the Department of Engineering and Building at 3200 Biddle Avenue, Wyandotte, Michigan 48192.

Contact **MISS DIG at 1-800-482-7171 or 811** before planting tree to avoid underground utilities.

## TREE PLANTING HOLD HARMLESS AND INDEMNIFY AGREEMENT

In consideration of the City of Wyandotte granting permission to plant tree(s) in the City right-of-way adjacent to (property address) \_\_\_\_\_\_\_, Wyandotte, the undersigned hereby assumes all risk and liability relating to the planting of said tree(s), and agrees to hold harmless and indemnify the City of Wyandotte and all City Officials and employees, and agents from all liability or responsibility whatsoever for injury (including death) to persons, and for any damage to any City of Wyandotte property or to the property of others arising out of, or resulting either directly or indirectly, from the planting of said tree(s).

The undersigned, it's successor and assigns, 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 to the extent caused by the planting of said tree(s).

The undersigned represents personally that he/she is authorized to execute this Agreement as the owner of the real property known as \_\_\_\_\_

The undersigned further agrees to repair any damage done to the City owned right-ofway and appurtenances as described to its original condition that existed prior to said activity.

Further, the undersigned agrees to plant a tree(s) from the approved list, which is attached.

## BILL OF SALE

THE UNDERSIGNED PROPERTY OWNER(S	5) OF,
Wyandotte, Michigan, hereby swear that	on the day of,
Right-of-Way in front of	e(s) tree(s) in City , Wyandotte, Michigan.
	hereby convey said tree(s) to the City of
Wyandotte and have full right and power Date this day of	nan bar da ku ka dan Marin ya sa Kun da ka ka bada ang babar bur
By: (Property Owner Signature)	BY: (Printed Name)
By: (Property Owner Signature)	BY: (Printed Name)

1 Acer buergerianum 'Streetw	vise'	Trident Maple
2 Acer ginnala		Amur Maple
3 Acer griseum		Paperbark Maple
4 Acer pensylvanicum		Striped Maple
5 Acer tataricum		Tartarian Maple
6 Amelanchier arborea 'Traza	am'	Downy Serviceberry
7 Amelanchier laevis 'Cumulu	is'	Allegheny Serviceberry
8 Amelanchier x grandiflora '	Autumn Brilliance'	Autumn Brilliance Serviceberry
9 Amelanchier x grandiflora 'F	Robin Hill'	Robin Hill Serviceberry
10 Amelanchier canadensis		Shadblow Serviceberry
11 Carpinus caroliniana		American Hornbeam
12 Cercis canadensis		Eastern Redbud
13 Chionanthus retusus	12 0 000	Chinese Fringetree
14 Chionanthus virginicus		White Fringetree
15 Cornus florida		Flowering Dogwood
16 Cornus kousa		Kousa Dogwood
17 Cornus mas	2	Cornelian Cherry
18 Crataegus crusgalli		Cockspur Hawthorn Cruzam (thornless)
19 Crataegus phaenopyrum		Washington Hawthorn
20 Crataegus viridis		Winter King Hawthorn
21 Lagerstroemia indica		Crapemyrtle
22 Maackia amurensis		Amur Macckia
23 Malus sp.		Crabapple
24 Magnolia x soulangeana		Saucer Magnolia
25 Magnolia stellata		Star Magnolia
26 Magnolia liliiflora 'Jane'		Lily Magnolia
27 Oxydendrum arboreum	81 80	Sourwood
28 Prunus cerasifera		Purpleleaf Plum
29 Prunus 'Accolade'		Accolade Flowering Cherry
30 Prunus sargenti		Sargent Cherry
31 Prunus serrulata 'Kwanzan'		Kwanzan Cherry
32 Syringa reticulate 'Ivory Silk	1	Japanese Tree Lilac

## 2020 Approved Street Trees SMALL TREES (mature height less than 30 feet)

MEDIUM TREES (mature height 25-40 feet)		
33 Acer miyabei	Miyabei Maple	
34 Acer campestre 'Queen Elizabeth'	Hedge Maple	
35 Acer truncatum	Shantung Maple	
36 Betula nigra	River Birch	
37 Carpinus betulus	European Hornbeam	
38 Carpinus caroliniana	American Hornbeam	
39 Cladrastis kentuckea	American Yellowwood	
40 Halesia carolina	Carolina Silverbell	
41 Laburnum x watereri	Goldenchain Tree	
42 Ostraya virginiana	American Hophornbeam	
43 Parrotia persica	Persian Parrotia	
44 Pyrus calleryana	Callery Pear Cultivars	
45 Quercus robur	English Oak	

46 Acer rubrum	Red Maple
47 Acer platanoides	Norway Maple
48 Acer pseudoplantanus	Sycamore Maple
49 Acer saccharinum	Silver Maple
50 Acer saccharum	Sugar Maple
51 Aesculuc octandra (flava)	Yellow Buckeye
52 Aesculus x carnea 'Briotii'	Ruby Red Horsechestnut
53 Aesculus hippocastanum	Common Horsechestnut
54 Betula nigra	River Birch
55 Catalpa speciosa	Northern Catalpa
56 Celtis occidentalis	Hackberry
57 Cercidiphyllum japonicum	Katsura Tree
58 Corylus colurna	Turkish Filbert
59 Eucommia ulmoides	Hardy Rubber Tree
60 Ginkgo biloba	Ginkgo
61 Gleditsia triacanthos	Thornless Honeylocust
52 Gymnocladus dioicus	Kentucky Coffeetree
63 Liquidambar styraciflua	Sweetgum
64 Liriodendron tulipifera	Tuliptree (Tulip Poplar)
65 Metasequoia glyptostroboides	Dawn Redwood
66 Nyssa sylvatica	Blackgum (Sourgum)
67 Plantanus occidentalis	American Sycamore
58 Plantanus x acerifolia	London Planetree (Bloodgood)
59 Quercus alba	White Oak
70 Quercus bicolor	Swamp White Oak
71 Quercus gambelii	Gambel Oak
72 Quercus imbricaria	Shingle Oak
73 Quercus macrocarpa	Burr Oak
74 Quercus montana (prinus)	Chestnut Oak
75 Quercus muehlenbergii	Chinkapin Oak
76 Quercus rubra	Northern Red Oak
77 Quercus shumardii	Shumard Oak
78 Sophora japonica	Japanese Pagodatree
79 Taxodium distichum	Bald Cypress
30 Tilia americana	American Linden
B1 Tilia cordata	Littleleaf Linden
B2 Tilia heterophylla	White Basswood
B3 Tilia platyphyllos	Big Leaf Linden
84 Tilia tomentosa	Silver Linden
85 Tilia x euchlora	Crimean Linden (Redmond)
86 Ulmus americana	American Elm
87 Ulmus x Homestead	Homestead Elm
88 Ulmus japonica x 'wilsoniana' Accolade Morton	Morton Accolade Elm
89 Ulmus x Pioneer	Pioneer Elm
90 Zelkova serrata	Japanee Zelkova

**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

## PROCEDURE FOR TREE CUTTING IN RIGHT OF WAY AND PLANTING OF REPLACEMENT TREES

- 1. SUBMIT REQUEST TO MAYOR AND COUNCIL TO REMOVE TREES FROM RIGHT OF WAY AND PLANT REPLACEMENT TREES AT PROPERTY OWNERS EXPENSE.
- 2. IF APPROVED, PROPERTY OWNER SHALL COORDINATE WITH THE ENGINEERING DEPARTMENT REGARDING: THE SELECTION OF REPLACEMENT TREES FROM THE CITY'S TREE PLANTING LIST; AND, LOCATIONS FOR THE REPLACEMENT TREES TO BE PLANTED.
- 3. PROPERTY OWNER SHALL CONTRACT, AND PROVIDE A PAID RECEIPT, WITH AN INSURED AND EXPERIENCED TREE PLANTING COMPANY, TO PLANT REPLACEMENT TREES.
- 4. PROPERTY OWNER SHALL CONTRACT WITH AN INSURED AND EXPERIENCED TREE REMOVAL CONTRACTOR TO REMOVE TREES AND STUMPS AND RESTORE ANY DAMAGE TO LAWN AND ADJACENT PAVEMENT.
- 5. PROPERTY OWNER SHALL EXECUTE A HOLD HARMLESS AGREEMENT FOR THE TREE REMOVAL AND REPLACEMENT TREE PLANTING.
- 6. PROPERTY OWNER SHALL OBTAIN A NO COST PERMIT/APPROVAL FROM ENGINEERING AND BUILDING TO CUT AND REMOVE TREES FROM RIGHT OF WAY AND PLANT REPLACEMENT TREES. ATTACH TO THE PERMIT APPLICATION: HOLD HARMLESS AGREEMENT; CONTRACT TO REMOVE TREES AND STUMPS; CONTRACT TO PLANT REPLACEMENT TREES; PLAN/DESCRIPTION OF TREE REMOVAL AND TREE PLANTING LOCATIONS.

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

Equal Housing Opportunity

An Equal Opportunity Employer

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

## **MEETING DATE: 11/14/2022**

## AGENDA ITEM #<u>8</u>

## **ITEM:** Charge Up Michigan Grant Extension

**PRESENTER:** Joe Gruber, DDA Director

## **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The City of Wyandotte executed a grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE) on March 18th, 2022 through the Charge Up Michigan Program, which aims to fund the installation of several Direct Current Fast Charging (DCFC) Electrical Vehicle (EV) Charging Stations throughout the Downtown. The State of Michigan and the City of Wyandotte have agreed to extend the Agreement Period (End Date) of the Charge Up Michigan Grant Agreement from December 31, 2022 to December 31, 2023 to allow for more planning.

**<u>STRATEGIC PLAN/GOALS</u>**: As stated in the City's Mission Statement, "To excel technologically and to be financially responsible."

# <u>ACTION REQUESTED:</u> The DDA Director is requesting the City Council to approve the Charge Up Michigan Grant Extension and authorize Mayor and Clerk to execute the Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Grant Amount of \$180,306.72 from EGLE to be matched with \$275,013.28 (source TBD) for a total project budget of \$455,320.

**IMPLEMENTATION PLAN:** DDA Director and General Manager of Municipal Services will co-manage all aspects of the grant and project implementation.

## **LIST OF ATTACHMENTS:**

1. City of Wyandotte Amendment

## **RESOLUTION**

Item Number: #8 Date: November 14, 2022

RESOLUTION by Councilperson

BE IT RESOLVED, that the City Council hereby approves the request of the DDA Director and further authorizes Mayor and Clerk to execute the Amendment and Extension to the Agreement Period (End Date) of the Charge Up Michigan Grant Agreement from December 31, 2022 to December 31, 2023 to allow for more planning.

I move the adoption of the foregoing resolution.

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

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

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



## AMENDMENT TO THE CHARGE UP MICHIGAN GRANT AGREEMENT BETWEEN MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, and ENERGY AND CITY OF WYANDOTTE

This Amendment modifies the Grant Agreement between the Michigan Department of Environment, Great Lakes and Energy (hereafter "State"), and City of Wyandotte (hereafter "Grantee"), signed by the State on March 18, 2022 This Amendment does not take effect until signed by both parties.

The revisions to the Grant Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

### PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

There is no Project Specific Requirements change.

#### AGREEMENT END DATE

The State and the Grantee agree to extend the Agreement Period (End Date) of this Agreement from December 31, 2022 to December 31, 2023.

#### AMOUNT OF GRANT (BUDGET)

There is no budget change.

## **AUTHORIZED SIGNATURES**

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Date
Rob DeSana, Mayor	
Name/Title	
Signature	-
Lawrence Stec, Clerk Name/Title	
	Date
FOR THE STATE:	
ß	
Signature	

Elizabeth M. Browne, Division Director, Materials Mgmt Division Name/Title

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

## **MEETING DATE: 11/14/2022**

### AGENDA ITEM #<u>9</u>

## **ITEM:** McKinley School Redevelopment: Right of Entry and Access Agreement

**PRESENTER:** Joe Gruber, DDA Director

## **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** On August 29th, 2022, the City Council received communication from Mo Beydoun of Safeway Acquisition Company, LLC. proposing a redevelopment of the former McKinley School at 640 Plum Street and referred the communication the City Engineer, Development Coordinator, City Administrator and City Attorney to explore and negotiate a series of development agreements for the former McKinley School to be presented to City Council at a later date.

The attached Right of Entry and Access Agreement is modeled after an agreement executed between the City and the developer of the former City Hall building which has been successfully sold for redevelopment and is actively under construction. This agreement will provide the developers with non-exclusive access to the site to conduct more thorough due diligence and to complete a series of tasks identified as developer responsibilities (Exhibit B) within a prescribed development timeline (Exhibit A).

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

<u>ACTION REQUESTED:</u> DDA Director is requesting the City Council approve the Right of Entry and Access Agreement for Safeway Acquisition Company, LLC. for the former McKinley School located at 640 Plum Street, and authorize the Mayor and Clerk to execute the agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Sale of property not to exceed \$100,000

**IMPLEMENTATION PLAN:** The DDA Director, City Engineer, Development Coordinator, City Administrator and City Attorney will facilitate all aspects of the Right of Entry and Access Agreement.

### **LIST OF ATTACHMENTS:**

1. Right of Entry and Access Agreement - 640 Plum - Safeway Acquisition Company 11.14.2022

## **RESOLUTION**

Item Number: #9 Date: November 14, 2022

RESOLUTION by Councilperson

BE IT RESOLVED, that the City Council hereby approves the Right of Entry and Access Agreement for Safeway Acquisition Company, LLC. for the former McKinley School located at 640 Plum Street, and hereby authorizes the Mayor and Clerk to execute the agreement.

I move the adoption of the foregoing resolution.

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

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

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



Safeway Acquisition Company 19855 W. Outer Dr. Ste. 207 Dearborn, MI 48124 August 26, 2022

To the Officials of Wyandotte City,

It has come to our attention that the McKinley School, 640 Plum Street, is being proposed for demolition to the Wyandotte City Council. Upon hearing this proposal, Safeway Acquisition members have sat down and compiled a plan for the official redevelopment of the McKinley School. We have already toured the property with Wyandotte's Downtown Development Authority Director, Joseph Gruber, and discussed the desires and reservations of the city.

Safeway Acquisition is committed to bringing only the highest of quality architecture and establishments to the Metro Detroit area. We have set our footprint in more than twenty-five cities within the State of Michigan.

The intention with McKinley School is to transform the existing structure into individual unit apartments along with single-family residences surrounding the existing structure. All development of McKinley School will be strategically engineered in order to preserve the integrity of the onsite park, playground, and the entirety of the neighborhood. Safeway Acquisition's development mission is to bring beauty, efficiency, and value to the existing community environment. With the support of Wyandotte city officials and the community as a whole, Safeway Acquisition is committed to enhance the community of the City of Wyandotte.

As an indicator of our willingness to acquire and redevelop the McKinley School, Safeway Acquisition has already submitted notarized signatures, an anti-collusion affidavit, and a \$1,000.00 deposit.

It is our hope that this letter will persuade the city officials to put off the demolition of the McKinley School entirely. In the meantime, Safeway Acquisition will begin to develop an effective plan for the site. In the coming months, we will meet with our engineers and architects to develop a comprehensive development plan that we can present and submit to the City of Wyandotte.

Respectfully yours,

Mo Beydoun | Safeway Acquisition Company

Date: 08/17/2022

TO: The City Engineer Wyandotte, Michigan

## RE: VACANT INDUSTRIAL/COMMERCIAL/MULTIPLE FAMILY PROPERTIES

THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

INSPECTION: Familiarity with the present condition of premises based on recent inspection.

- COMPREHENSION: Understanding Specifications including expeditious agreement, Council approval, and permit prior to closing.
- PROPOSED BUILDING FEATURES: PROPOSAL MUST BE ATTACHED.
- □ BID AMOUNT: \_\_\_\_\_\_ One \_\_\_\_\_ Dollar (\$1.00\_\_\_\_\_)
- DEPOSIT: One Thousand (\$1,000) Dollars Check # 1707 JKL
- EXECUTED ANTI-COLLUSION AFFIDAVIT: to be attached.

· ////////////////////////////////////	
SIGNATURE: ////////////////////////////////////	
NAME: Safeway Acquisition Company	110.
Please Print /	
ADDRESS: 19855 W- Over Dr. Deurborn	
Please Print	
MI 48124	
Please Print	
Phone: 313 - 624 - 9911	
E-mail Address: Safeway oil @ comcast. met	

## ANTI-COLLUSION AFFIDAVIT

NOTE: The affidavit set forth before MUST be executed on behalf of the proposal markers.

#### STATE OF MICHIGAN COUNTY OF WAYNE

Kassem Beydown, being first duly sworn, deposes and says he/she is

the <u>Managing Member</u> of <u>Safeway</u> <u>Acquisition</u> <u>Company</u> LLC. (Title) (Name of Company)

the proposal maker which has submitted, on the  $17^{+n}$  day of <u>August</u>, 2022,

to the City of Wyandotte, Michigan, for the property at <u>640 plum SH</u>.

Wyandotte, fully set forth in said proposals. The aforementioned proposal maker

constitutes the only person, firm or corporation having any interest in said proposal or in any contract, benefit or profit which may, might or could accrue to, or grow out of the acceptance in

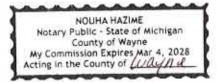
whole or in part of the said proposal, except as follows: \_\_\_\_

Affiant further states that said proposal is in all respects fair and is submitted without collusion or fraud; and that no member of the City Council, or officer or employee of said City is directly or indirectly interested in said proposal.

Affiant Signature

SWORN to and subscribed before me, a Notary Public, in for the above name State and County this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, 20\_\_\_\_\_.

Mazime Nodha Notary Public: My Commission Expires:



### **CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION** 2022-263

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: August 29, 2022

MOVED BY: Councilperson Calvin

SUPPORTED BY: Councilperson Crayne

RESOLVED BY THE MAYOR AND COUNCIL, that Council concurs with the recommendation of the City Engineer and declares the structure at 640 Plum Street, known as McKinley School, to be unsafe and dangerous and orders the demolition of the structure;

BE IT FURTHER RESOLVED, the City Engineer is directed to prepare specifications and solicit quotes to demolish said structure.

Motion unanimously carried.

**ABSENT:** Councilperson Stec

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 August 29, 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

### CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2022-264

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: August 29, 2022

MOVED BY: Councilperson Calvin

SUPPORTED BY: Councilperson Crayne

RESOLVED that the communication from Mo Beydoun of Safeway Acquisition Company, LLC. Is hereby received, placed on file, and referred to the City Engineer, Development Coordinators, City Administrator, and City Attorney to explore and negotiate a series of development agreements for the former McKinley School to be presented to City Council at a later date. Motion unanimously carried. ABSENT: Councilperson Stec

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 August 29, 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

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

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of \_\_\_\_\_\_, 2022 by the CITY OF WYANDOTTE (herein called "Grantor"), and SAFWAY ACQUISITION COMPANY, LLC. (herein called "Grantee").

#### WITNESSETH:

**WHEREAS,** Grantor is the owner of the real property commonly known as the McKinley School Property, located at 640 Plum Street, Wyandotte, MI 48192 and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the "Property");

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

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

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

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

- 1. Access by Grantee.
  - a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) January 31, 2023; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities provided Grantee gives Grantor at least two (2) business days' prior written notice of each inspection.
  - b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of Grantor or any licensee on the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately

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

- c) Grantee shall be responsible for maintaining secured windows, doorways and other reasonable preventative security measures to prevent trespassing, vandalism and unauthorized access to the property.
- 2. <u>Insurance.</u> Grantee shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement. Grantor shall be named an additional insured party on said policy.
- 3. <u>Successors.</u> To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
- 4. <u>First Right to Develop.</u> Upon completion of due diligence as provided for in this Agreement, and provided Grantee has submitted to Grantor all of the required items in the "Safeway Acquisition Company Responsibilities" (attached hereto) by January 31, 2023 to the sole satisfaction of Grantor, Grantor will provide Grantee the exclusive right for a period of 120 days to create a development plan for development of the property which plan will include a multi-level residential development, community playground/playscape/greenspace, and multiple (approximately ten (10)) single family owner-occupied homes. At the conclusion of

120 days, provided Grantee has submitted its development plan to Grantor in a form acceptable to Grantor in its sole discretion, then the parties will enter into good faith negotiations for a 30-day period to draft and execute a Purchase Agreement for the property. The parties agree that under no circumstances will the purchase price exceed one hundred thousand (\$100,000.00) dollars and the agreement must contain provisions satisfactory to the Grantor which require the property to remain on the tax rolls (or compensation paid to Grantor in the event the property becomes tax exempt in the future). If the parties cannot reach an agreement within the 30 days, in that event any work product of Grantee generated by due diligence and provided to Grantor can be used by Grantor for any purposes and this agreement will be terminated.

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

Grantee:	Safeway Acquisition Company, LLC 19855 W. Outer Dr. Dearborn, MI 48124	
	Attn: Sam Beydoun	
Grantor:	City of Wyandotte 3200 Biddle Wyandotte, MI 48192	
	Attn: Greg Mayhew	

8. **Entire Agreement.** This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

- 9. <u>Severability</u>. The provisions of this Agreement are severable, and, if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permissible.
- 10. <u>Amendments.</u> Any amendments to this Agreement shall be effective only when duly executed by Grantor and Grantee.
- 11. <u>No Third-Party Beneficiary Rights.</u> This Agreement is entered into for the sole benefit of Grantor and Grantee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 12. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 13. <u>Assignment of Agreement.</u> Neither Grantor nor Grantee may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.
- 14. <u>Counterparts.</u> This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15. Deposit. Grantee shall provide the sum of two thousand five hundred (\$2,500.00) dollars as a security deposit to Grantor upon execution of this Agreement. The deposit shall be held by the Grantor as security for the full and faithful performance and observance by Grantee of all the terms, covenants and conditions herein contained. Upon the expiration or termination of this Agreement, provided Grantee is not in default of any of the terms and conditions of this Agreement, the deposit shall be delivered to Grantee. However, should Grantee at the expiration or termination of this Agreement be in default under any of the terms or conditions of this Agreement, the deposit shall be continued to be held by Grantor until all such defaults are cured. "Default" shall mean the failure to comply with any term of this Agreement. Grantor reserves all legal rights and remedies it has as owner of the property and the deposit is not intended to be the city's sole remedy at law.
- 16. <u>Waiver of Liens.</u> Grantee shall advise anyone it provides access to the Property in writing that the Property is city owned and Grantee's agents, employees, contractors, consultants, representatives or other designees may not file a construction lien against the property for any reason. Should any of Grantee's contractors file a Lien, it is Grantee's responsibility to have it removed.

- 17. Grantee shall provide to Grantor a copy of all reports, tests, evaluations, etc. generated from this Site Access Agreement.
- 18. Grantor discloses to Grantee that there are Environmental Site Assessment Reports concerning 640 Plum on file with the city for Grantee's review.

Date:

**City of Wyandotte** 

Robert DeSana, Mayor Pro Tempore & Grantor

Lawrence S. Stec, City Clerk & Grantor

Safeway Acquisition Company, LLC.

Jan Beytonn Grantee

# **EXHIBIT A: Project Schedule**

Ston	Contingonou	Start Date	Deadlines	Duration	
Step	Contingency	Start Date	Deadimes	(Days)	
	City Council Approval - Right of Entry and			70	
	Access Agreement ("First Due Diligence	Manday, Navanahan 14, 2022	Tuesday, January 21, 2022	78	
1	Period")	Monday, November 14, 2022	Tuesday, January 31, 2023		
	City Council Approval - Development				
	Agreement (Exlusive Rights - "Second Due			121	
2	Diligence Period")	Tuesday, January 31, 2023	Thursday, June 01, 2023		
3	City Council Approval - Purchase Agreement	Thursday, June 01, 2023	Saturday, July 01, 2023	30	
4	Third and Final Due Diligence Period	Saturday, July 01, 2023	Sunday, December 31, 2023	183	
	Building Concept and Final Site Plan Approval			450	
4.2	(Exhibit C)	Saturday, July 01, 2023	Friday, December 01, 2023	153	
	Initial Pre-Development, Development and				
	Construction Funding and Financing Approval			153	
4.3	(Exhibit D)	Saturday, July 01, 2023	Friday, December 01, 2023		
4.4	Public Hearing	Saturday, July 01, 2023	Friday, December 01, 2023	153	
4.5	Post-Hearing Final Negotiations	Friday, December 01, 2023	Sunday, December 31, 2023	30	
5	Conclusion of Due Diligence: Close on sale of property, transfer title to developers	Friday, December 01, 2023	Sunday, December 31, 2023	30	
5.2	Permits Issued	Monday, January 01, 2024	Friday, March 01, 2024	60	
5.3	2 Year Construction Period Begins	Friday, March 01, 2024	Saturday, June 01, 2024	92	
5.4	2 Year Construction Period Concludes	Sunday, March 01, 2026	Monday, June 01, 2026	92	
5.5	Final Inspections	Sunday, March 01, 2026	Monday, June 01, 2026	92	
6	Certificates of Occupancy	Sunday, March 01, 2026	Monday, June 01, 2026	92	
	TOTAL PROCESS	Monday, September 12, 2022	Monday, June 01, 2026	1358	

#### **EXHIBIT B: SAFEWAY ACQUISITION COMPANY DEVELOPER RESPONSIBILITIES**

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

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

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM # 10

#### **ITEM: SMART 2023 Fiscal Year Municipal and Community Credit Contract**

**PRESENTER:** Sheryl Riley, Superintendent of Recreation, Culture & Leisure

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

**BACKGROUND:** This is a SMART contract agreement for our SMART funding for our transportation programs. For the fiscal year 2023, we are receiving \$71,956 from SMART through Municipal and Community Credits. These funds are used to insure our Senior Bus and Van, subsidize additional transportation programs, any supplies related to the transportation program, and for any necessary maintenance repairs for the two vehicles

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

<u>ACTION REQUESTED:</u> Adopt a resolution concurring with the recommendation of the Superintendent of Recreation to have the Mayor and City Clerk sign the 2023FY SMART Municipal and Community Credit contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account #101-750-850-550 will be fully funded by the funds received from SMART \$71,956

**IMPLEMENTATION PLAN:** Returned the signed contract to SMART

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

1. SMART FY23

## **RESOLUTION**

Item Number: #10 Date: November 14, 2022

RESOLUTION by Councilperson

Resolved by the City Council that Council hereby authorizes the Mayor and City Clerk to sign the SMART Municipal and Community Credit Contract for FY23 to fully fund account #101-750-850-550 in the amount of \$71,956 as submitted by the Superintendent of Recreation.

I move the adoption of the foregoing resolution.

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

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

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

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2023

I, <u>Robert A. DeSana</u>, as the <u>Mayor</u> of City of Wyandotte (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2022 through June 20, 2023 (Section 1 below), and **Community Credits** available for the period July 1, 2022 to June 20, 2023 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

The Community agrees to use \$23,456 in Municipal Credit funds as follows:

(a)	Transfer to	Funding of: \$
(b)	Van/Bus Operations (Including Charter and Taxi services)	At the cost of: \$ 23,456
(c)	Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride)	At the cost of: \$
(d)	Services Purchased from Subcontractor	At the cost of: \$
	(NAME OF SUBCONTRACTOR) (See attached Subcontractor Service Agreement)	Total \$ 23,456

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2025; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

<ol><li>The Community agrees to use \$48,500 in Community C</li></ol>	Credit funds available as follows:
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(a)	Transfer to	Funding of: \$
(b)	Van/Bus Operations (Including Charter and Taxi services)	At the cost of: \$ 48,500
(c)	Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride)	At the cost of: \$
(d)	Capital Purchases	At the cost of: \$

(e) Services Purchased from Subcontractor

At the cost of: \$

(NAME OF SUBCONTRACTOR) (See attached Subcontractor Service Agreement)

#### Total \$48,500

OF WYANDOTTE

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2023, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2026; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

SUBURBAN MOBILITY AUTHORITY	CITY
FOR REGIONAL TRANSPORTATION	
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Date	Date	
	Signature	
	Printed Name	
	Title	

Date

# MUNICIPAL CREDIT & COMMUNITY CREDIT CONTRACT For FY23

## EXHIBIT "A"

# I. MUNICIPAL BUS/VAN PROGRAM - SENIOR CITIZENS AND SPECIAL POPULATIONS

Service Description:	The City of Wyandotte owns and operates a SMART Bus and a SMART Van that are used to transport senior citizens and special populations to doctor, school, hospital appointments, shopping, etc.
Service Area:	Within the City of Wyandotte and surrounding neighboring cities, if possible.
Service Hours:	This service runs between 8 am and 4 pm. All requests for transportation are made on an appointment basis depending on the availability of the vehicle.
Eligible User Group:	Wyandotte Senior Citizens 60 years of age and older and handicapped individuals.
Fare Structure:	\$1.50 each way for appointments & local shopping. \$3 each way for Southland, Trenton, Taylor & Beaumont (formerly South Shore).
Service Level:	Trips are scheduled as needed. Requests are made to the Tele-Care/Senior Bus/Van Office at least 24 hours in advance & 7 days in advance for Southland, Trenton, Taylor & Beaumont (formerly South Shore) trips.
Service Mode:	12 Passenger S.M.A.R.T. Bus #38040 8 Passenger S.M.A.R.T. Van #39178

#### EXHIBIT B

#### PROJECT OPERATING BUDGET

Municipality: CITY OF WYANDOTTE

Contract Period: July 1, 2022 - June 30, 2023

Account Number: 48138

#### **OPERATING EXPENSES:**

Administrative Fee: (All employees other than drivers and dispatchers) (10% max. of MC & CC funds)	7195.00
Driver Wages	37,736,16
Fringe Benefits	<del>~ , ,</del>
Gasoline & Lubricants	7,410,00
Vehicle Insurance	12,000,00
Parts, Maintenance Supplies	4 000,00
Mechanic Wages	
Fringe Benefits	
Dispatch Wages	14,187.50
Other (Specify)	
Sub-Total (Operating Expenses)	82,528.96

#### PURCHASED SERVICE:

Taxi Service	
Charter Service	
SMART Bus Tickets	
SMART Shuttle Service	
SMART Dial-A-Ride	
Other (Specify)	$\sim$
Sub-Total (Purchased Service)	

#### CAPITAL EQUIPMENT:

 (Only list purchases to be made with Community Credits)

 Computer Equipment

 Software

 Vehicle

 Maintenance Equipment

 Other (Specify)

 Sub-Total (Capital Equipment)

<u>TOTAL EXPENSES</u> Operating Expenses, Purchased Service, and Capital Equipment:

<u>2,500.00</u> <u>85,078.9</u>6

### EXHIBIT B, continued (Page 2)

#### **REVENUES**:

Municipal Credit Funds Community Credit Funds Specialized Services Funds General Funds Farebox Revenue In-Kind Service Special Fares (Contracted Service) Other (Specify)

00 00 13 072.96

85,028.96

#### TOTAL REVENUE:

(Note: TOTAL EXPENSES must equal TOTAL REVENUE)

# Suburban Mobility Authority For Regional Transportation

# **EEO COMPLIANCE REPORT A**

## COMMUNITY PARTNERSHIP FORM

	Agency/Community Information	
Program Type: Community Partn	ership Program (CPP) 🛛 Specialized Service 🗌 Ne	w Freedom 🗌 JARC 🗌 5310 🗌
Name of Agency/Community: Cit	y of Wyandotte Recreation Department	
Address: 3131 Third Street		
City: Wyandotte	State: MI	Zip: 48192
	Agency/Community Data	
	ompleted in excess of \$1,000,000 in ts from SMART in the past year?	Yes 🗆 No 🖾
	employ over fifty (50) transit related employees?	Yes 🗆 No 🖾
이 같은 사람이 물건이 집에서 가지 못 한다. 것은 방법이 잘 못했지? 것이 많은 것이 것 같이 많이 했다.	o questions were both "Yes", Please forward mative Action plan to the address below:	
Have all subcontractors been info	ormed of their responsibility to file an EEO Complian	nce Report A form? Yes 🗆 No 🗆 N/A 🖾
	<b>Testing Program Requirements</b>	
Does your agency/community ha	ve a DOT Drug and Alcohol testing program for	
Safety-sensitive employees? (Veh	icle operators, dispatchers, mechanics and armed security)	Yes 🛛 No 🗌
Who is your testing program man	nager? Adams Occupational Health Management	Contact Number: (734) 433.0100
	Please Proceed to Employment Data Section on	Back

Suburban Mobility Authority For Regional Transportation

# **EEO COMPLIANCE REPORT A**

COMMUNITY PARTNERSHIP FORM

#### **Employment Data**

	Total				Race													
Job Classification					121/10/17	Non Minority												
					White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Manager																		
Professionals	1		1			1												
Technicians																		
Sales Workers																		
Office and Clerical Staff	3		2	1		2				1								
Craftsman (Skilled)																		
Operators (Semi- skilled)																		
Laborers (Unskilled)	1	1			1													
Service Workers	6	3	2	1	3	2				1								
Journey Workers																		
Apprentices																[ ]		
Total	11										2 Y					0		
							Certi	ficati	on									
How was this info	ormati	on ob	tained	17 \	Visual	Surve	y: Yes	X No		Emplo	ymen	t Reco	ords: Y	'es 🗆	No X			
Name of authoriz	ing of	ficial (	Print):	Shery	l E. Ril	еу					Title:	Supe	rinter	dent	of Rec	reatio	n	
Telephone: (734)	324-	7294			Ext:						Er	nail: :	sriley(	@wya	ndotte	emi.go	v	
Signature:												Date	: 10.1	2.202	2			
Contact Person fo	or rep	ort: A	imee	E. Gar	bin					Title:	Recre	ation	Secre	tary				
Telephone: (734) 324-7292 Ext:				Email: agarbin@wyandottemi.gov														

Primary Contact Person Name: Aimee E. Pattenaude-Garbin (Weekly & Quarterly Reports) Office Telephone Number: (734) 324-7292 Cell Phone Number: (734) 231-1659 Fax Number: (734) 556-3228 Email Address: agarbin@wyandottemi.gov Street Address, City, Zip Code: 3131 Third Street, Wyandotte, MI 48192

Secondary Contact Person Name: Sheryl Riley (Superintendent of Recreation) Office Telephone Number: (734) 324-7294 Cell Phone Number: (734) 771-3101 Fax Number: (734) 556-3228 Email Address: sriley@wyandottemi.gov Street Address, City, Zip Code: 3131 Third Street, Wyandotte, MI 48192

Other Names: Amber Dinellari Office Telephone Number: (734) 324-7295 Cell Phone Number: N/A Fax Number: (734) 556-3228 Email Address: arostkowski@wyandottemi.gov Street Address, City, Zip Code: 3131 Third Street, Wyandotte, MI 48192

\*Please indicate the staff person who sends the weekly and quarterly reports

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>11</u>

### **ITEM:** Davey Golf Contract Extension

**PRESENTER:** Sheryl Riley, Superintendent of Recreation, Culture & Leisure

### **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Over the past 10 years, Davey Golf has been nothing but exceptional for our maintenance services for Wyandotte Shores Golf Course. They have done a tremendous job maintaining and improving the course. We often receive compliments on the condition and playability of the golf course from many golfers. The current contract has expired and we would like to sign an extension with Davey. The new proposal is for 3 years. The price will increase from \$174,250 to \$186,240 (2023) and \$195,200 (2024-2025). This price increase was already included in th golf course budget for the fiscal year of 2023. The City Attorney has reviewed the contract and has approved to form.

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

<u>ACTION REQUESTED:</u> Adopt a resolution concurring with the Superintendent of Recreation's recommendation to sign a 3 year extension with Davey Golf.

### BUDGET IMPLICATIONS & ACCOUNT NUMBER: 525-750-825-300

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

### **LIST OF ATTACHMENTS:**

- 1. Davey Golf Technical Maintenance Specifications
- 2. Davey Golf Maintenance Agreement
- 3. Davey Golf Finance Proposal

## **RESOLUTION**

Item Number: #11 Date: November 14, 2022

RESOLUTION by Councilperson

Resolved by the City Council that Council concurs with the recommendation of the Superintendent of Recreation and hereby approves the maintenance agreement with Davey Golf and be it further resolved that Council hereby authorizes the Mayor and City Clerk to sign said agreement.

I move the adoption of the foregoing resolution.

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

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

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



## ATTACHMENT ONE 2023 - 2025 WYANDOTTE SHORES GOLF COURSE

# **TECHNICAL MAINTENANCE SPECIFICATIONS**

## I. GREENS AND COLLARS

SCOPE: All greens are to be smooth, uniform turf, firm but not hard, well defined, and free of major pest problems.

- A. Mowing: Greens 6 to 7 times per week during growing season; multiple mowing during tournaments to ensure consistent stimp meter readings. Davey will work with club management and Pro Shop to set standard.
  - Greens cleared of leaf debris to accommodate play during fall season.
  - Mowing will be scheduled so that no more than 20% of the leaf surface will be removed per occurrence, weather permitting.
  - Collars and approaches will be mowed (.500") a minimum of 2 times weekly during the growing season. Triplex to be used.
  - Greens maintained at the height (.125-.135") depending on weather, season, traffic, and owner's specification.
  - Mowing patterns alternated each mowing.
  - Clippings removed and disposed of properly.
  - Triplex used during playing days as needed, triplex rolling may be used to replace or after mowing periodically.
  - Triplex used following topdressing and other cultural practices
- B. Fertilization: (Applied weekly or biweekly as weather and play dictates.)
  - **DAVEY GOLF** will perform annual soil test. A combination of water soluble and slow-release products will be used.
  - **DAVEY GOLF** will maintain through product applications consistent turf growth, density, color, and playability.
  - Micronutrient products will be supplemented per soil tests results.

#### C. Weed Control:

- PGR's used to help control vertical growth
- **DAVEY GOLF** will through pre-emergent, post emergent chemical and mechanical methods to control weeds.
- Moss control products used where needed

#### D. Disease Suppression:

- Application rates and frequencies will vary from year to year as conditions dictate.
- Systemic and contact fungicides utilized to maintain and reduce turf diseases.
- Preventative applications to be used to manage anthracnose and summer patch and take-all patch.
- Snow mold products applied to these surfaces.
- Black layer prevention measures are used on sand based green with gravel underlying layer.
- Snow mold products applied.

#### E. Insect Control:

- Greens and Collars will be treated to prevent insect damage. Insecticides will be applied on a preventive and curative basis. (As insect pressure dictates.)
- F. Aeration: (1 times per year)
  - All Greens and Collars will be aerated a minimum of one time annually.
  - **DAVEY GOLF** will perform hollow-tine aeration in the fall.
  - **DAVEY GOLF** will be responsible for any more aeration if stress relief is needed.

#### G. Top Dressing: To Match Growth Rate

- Top dressing will be applied after every Aeration.
- Additional applications may be made to smooth putting surfaces and provide thatch reduction.
- Top dressing material will be consistent with USGA sand specifications.
- Greens and collars will be dragged or brushed after top dressing to insure playability.

#### H. Verticutting: Detail

• Light vertical mowing may be used or implemented to reduce grain, maximize putting quality, and maintain proper surface smoothness. This will be accomplished with grooming attachments and triplex vertical mower reels.

#### I. Seeding:

- Seeding will be performed as needed to enhance turf density and offset thinning from concentrated traffic.
- Over-seeding will be performed along with cultural practices.
- 8" Turf repair plugs may be used to repair worn or damaged areas.

#### J. Wetting Agents:

• Granular and/or liquid wetting agents will be applied as needed to improve water uptake and alleviate localized dry spots.

### K. Cup Changing

- Cups are to be moved daily based on play.
- Pin replacements are to be changed daily during the season as play dictates.
- Cup changing and ball marker repair will be performed daily.
- Off-season play may only require this task every other day.
- Sod plugs will be reset level with the playing surface.
- Cups, poles, and flags are to be uniform, clean and in good repair.

#### L. Watering

- Hand water may be necessary during extreme dry conditions.
- Roller bases to be used where irrigation system coverage is weak as needed in critical areas.

#### **M. AMENITIES**

#### Davey will cover supplies of the following:

- Standard poles 1 set per year
- Flags- up to 1 set per year (2<sup>nd</sup> set is Clubs responsibility)
- Replace flags and cups as needed.
- Bunker rakes Up to 25 per year

### II. <u>TEES</u>

A. Mowing: 2-3 times per week through growing season.

- **DAVEY GOLF** will mow approximately weekly during the growing season with a triplex.
- Accumulations of clippings will be removed and disposed of properly.
- Tee markers are to be moved as play dictates.

#### B. Teeing Area

- Tee markers will be changed as needed based on golf player usage.
- Tee markers rotated consistent with cup rotation system and aligned with the line of play.
- Divot mix with seed and soil will be used to repair divots.
- Litter receptacles will be emptied as needed.
- Edging tee yardage markers as needed.
- **C. Fertilization:** (2 3 lbs. of <u>N</u> Applied Annually)
  - Applied throughout the growing season as weather, play, and soil tests dictate.
  - The goal of the fertility program is to establish and maintain consistent turf growth, density, color, and playability through proper and timely fertilizer applications.
  - Davey will perform annual soil test.
  - A combination of water soluble and slow-release products will be used.
  - Micronutrient products will be supplemented as needed per soil test results.

#### D. Weed Control:

- PGR's used to assist vertical turf growth during season peaks.
- DAVEY GOLF will use pre-emergent and post-emergent weed control.
- Broadleaf weed suppression on tees shall be applied as needed in order to maintain these areas 95% weed free during the primary playing season.
- Annual weedgrass control on tees shall be applied in the spring or as needed to maintain these areas 95% weed free.
- E. Disease Control: (Bi-weekly /or monthly as needed)
  - Application rates and frequencies will vary from year to year as dictated by local conditions.
  - Tees are to be treated for disease with a preventative and curative fungicide program, using systemic and contact fungicides.
  - **DAVEY GOLF** will apply fungicides to delay disease resistance.
  - Fairy Ring control is not part of these specifications
  - Snow mold products applied to these surfaces.

#### F. Insect Control:

- Tees treated with insecticides for a preventive and curative program.
- DAVEY GOLF will alternate insecticides to control resistant insects.
- **G.** Aeration: (1 time per year)
  - This program will be performed in fall. More aeration may be recommended as needed for stress relief as play and weather dictates.

#### H. Grooming: (As needed)

- Light vertical mowing used to eliminate grain and maximize quality surface smoothness. Accomplished with grooming attachment on triplex vertical mower reels.
- I. Divot Repair: (2-3 times/week during growing season)
  - Tees are treated based on individual usage Heavily used tees receive more divot repair work.
  - **DAVEY GOLF** will repair and fill divots to maintain level and smoothness on the tees.

#### J. Golf Ball Washers:

- Ball washer/trash containers.
- Emptying trash receptacles
- Golf ball washers serviced weekly or as player, usage dictates.
- They will be emptied, clean water and soap added as needed.
- Clean towels will be attached to the golf ball washer as needed.

#### K. Range and Common Areas / WYANDOTTE SHORES GOLF COURSE

• Mowing, cultural practices, and pesticide applications will be the responsibility of **DAVEY GOLF**.

#### L. Added Watering and Roller Base Watering

• Hand watering occurs per weather requirements.

#### M. Amenities

• Maintenance only. Replacements are not part of these TMS.

#### III. FAIRWAYS

SCOPE: Uniform turf cover, stripe-mowed, clean, firm, welldefined and contoured to properly support ball for play.

#### A. Mowing:

- Fairways mowed approximately 2-3 times per week when turf is actively growing.
- Mowing with a 5-Plex.
- **DAVEY GOLF** will cut at a height of .500" during the growing season. Adjusted as needed.
- Not more than 30% of the leaf blade will be removed at any one time as conditions dictate.
- Mowing patterns are to be alternated as needed.
- Clippings are to be dispersed so they are not intrusive after mowing.
- **B. Fertilization:** 2.0 3.0 lbs. <u>N</u> / year/M<sup>2</sup>
  - Fairway fertilization program will be based on growth rates. A balanced fertilization program will be used.
  - Applications scheduled to maintain healthy turf, density, and growth based on soil tests.
- C. Weed Control: (As needed)
  - PGR's to control vertical turf growth.
  - Fairways will be kept to a minimal weed presence.
  - **DAVEY GOLF** will apply pre-emergent and post-emergent weed control as needed.
  - Broadleaf weed control on fairways shall be applied as needed to maintain these areas 95% weed free during the primary playing season.
  - Irrigation heads are trimmed as needed so that irrigation coverage is not affected by surrounding turf growth.

### D. Insect Control

- <u>Insect infestation is unpredictable.</u> Davey Superintendent will continually monitor turf and will treat areas of surface insect damage.
- Insecticide may be recommended to help control/prevent grub damage.

• New discoveries geographically are not part of specifications.

### E. Aeration

- Fairways will be aerated or sliced 1 time a year. Various methods will be implemented.
- DAVEY GOLF will perform this, as play and weather dictates.
- **DAVEY GOLF** may recommend additional aeration if stress relief is needed.

#### F. Yardage Markings – System – (Yardage plates on heads are responsibility of Club)

- Edged and cleaned.
- G. Disease Control: (Bi-weekly /or monthly as needed)
  - Application rates and frequencies will vary from year to year.
  - Fairways are to be treated for disease with a preventative and curative fungicide program, using systemic and contact fungicides.
  - DAVEY GOLF will apply fungicides to delay disease resistance.
  - Fairy Ring control is not part of these specifications
  - Snow mold control applied to these areas.

#### IV. <u>ROUGH</u>

SCOPE: Properly mowed and trimmed, clean and adequately uniform for play, distinct in height from fairway.

- A. Mowing: Mowing areas in rough will be typically mowed 1-2 times weekly or as needed during peak growing season as growth dictates. Mowing equipment used – Rotary Mower.
  - Green and Tee banks will be mowed 1-2 times weekly.
  - Cutting heights will be maintained at the discretion of the golf pro, and superintendent.
    - $\circ$  Cutting Height (effective) Cool Season 1.5" 2.0".
  - Every attempt within reason will be made alleviate clipping accumulation on rough areas.
  - Areas receiving no irrigation during stress months are mowed as needed.
  - White O.B. stakes will be the standard.
  - Yellow / red hazard stakes or markings will be the standard for defining hazards.
  - Native areas will be mowed 1 time per year in the fall.
- B. Fertilization: (As needed based on traffic patterns seasonal growth habits and varieties)
  - Fertility Program as needed to playable areas.
  - Applied in designated areas.
  - Rough fertilization based on growth of turf.
  - A balanced fertilization program will be used.
  - Applications scheduled to maintain turf health and density.

#### C. Weed Control:

- DAVEY GOLF will apply post-emergent weed control as needed.
- Broadleaf weed control on rough shall be applied as needed in order to maintain these areas 85% weed free during the primary playing season.

#### D. Insect Control

- Insect pressure varies seasonally.
- Blanket Insect control not provided in rough areas.

#### E. Aeration

- Aeration performed in compacted areas as needed.
- **F.** Watering with Roller Bases will be used to supplement irrigation system weakness as needed within an acceptable playing range, extreme cases may incur additional costs if determined necessary. Critical in-play areas are the priority.
- Roller bases and labor to cover all non-irrigation head coverage areas is not part of TMS.

#### V. BUNKERS

SCOPE: Clean, well defined, weed-free, raked, edged, well drained, uniform, consistent bunkers throughout the golf course.

#### A. Raking:

- Fairway Bunkers Raked 2-3 times weekly.
- Green side bunkers during main seasonal play will be raked 3-5 times weekly as play dictates.
- Bunkers will be mechanically raked in combination with hand raking.
- Rakes placed inside of the bunker and parallel to the line of play.
- Washed out sand will be replaced and raked after heavy rains.
- Footprints may be raked out of bunkers manually between mechanical raking as needed.
- Player usage of each bunker will determine raking frequency.
- **B. Edging:** (Trimming/as growth dictates).
  - Interval Two times per year or as necessary.
  - Edging done mechanically to give a sharp well-defined appearance.
  - **DAVEY GOLF** will remove all edging materials and dispose of correctly.
  - Green side of each bunker (excluding fairway bunkers) shall be maintained with the sand 1 – 2" below the bunker edge creating a lip at the bunkers edge to prevent putting the ball out of the bunker.

- Sand needed for bunker restoration or refurbishing is not included in the contract price. A quote/proposal will be provided for golf management approval. Typically for bunker sand is 40-45 tons yearly.
- Remaining edges shall be maintained with the sand within 1" of the bunker edge.
- Sand needed for bunker restoration or refurbishing shall be submitted to GOLF COURSE for payment.

#### C. Weed Suppression:

• Weed suppression methods on Bunkers using mechanical or chemical methods.

#### D. Bunker Drains:

- Normal maintenance of bunker drains will be provided throughout the season.
- Major drain repair/renovation may be recommended.
- Bunker drains will be maintained and kept operable through the season. If during discovery any are found not draining, they will be brought to club's attention for repairs, additional costs may be incurred to repair drains.

#### E. Sand Depth

- Bunkers shall be randomly checked monthly for depth of sand and shall be maintained no less than four inches (4") deep.
- Additional <u>"maintenance</u>" sand should be added within season (=approx. 50 tons), at city's expense for additional materials. Maintenance sand only accounts for sand lost due to blowing, club head explosions, and nominal amounts tracked "<u>out"</u> side of the bunker. Sand replacement is a project.
- Existing bunker sand needs additional and new sand in some locations.

### F. Litter Control

• Policing shall be done on a daily basis for the removal of all litter (i.e., paper, leaves, cans, bottles, tree branches, etc.

### VI. PLANT MATERIAL DISPOSAL

- A. Removal: (As needed)
  - Dead plant material will be removed and disposed of properly. Does not include large shade tree or pine tree removal. Trees lying on the ground will be removed.
- **B. Replacement:** (As needed)
  - **DAVEY GOLF** will notify the owner in writing of possible needed replacement.
- C Leaf Removal: (As needed)
  - **DAVEY GOLF** will remove leaves on the turf and plant beds as necessary and dispose of on site until the leaf disbursement ceases.
  - Mulching kits will be utilized to return leaves back into the turf canopy, thus improving turf health.

• Golfer playability will be prioritized during heavy leaf fall periods.

#### VII. PERIMETER MAINTENANCE (Common Grounds)

#### A. Monofilament Trimming: (as needed)

- Trees in play and in normally mowed areas.
- Areas around lakes, creek banks, drainage ditches, wetland areas and culverts will be string trimmed monthly or as current standard.
- Trimming of other areas shall be performed as needed to maintain a neat appearance. Growth regulators and round-up may be used between trimming cycles as warranted.

#### B. Cart Path and Traffic Control

- Small potholes within cart paths or ruts that develop in cart paths shall be graded as needed.
- **DAVEY GOLF** will use state-of-the-art methods to minimize damage.
- Slag or similar material added at owner's expense for all renovation and project improvements to paths.
- Sweeping/Blowing Paths
  - Green/Tee Areas based on need.
  - $\circ$  All Others as needed.
- Roping of Traffic Areas will be performed to distribute wear.

#### C. Water Bodies - Lakes, Pond and Wetlands:

Ponds: (As needed)

- Ponds, lakes, and waterways shall be treated, if applicable, for normal weeds and algae infestation by a combination of approved aquatic herbicides and water colorants in compliance with stare regulations and practices.
- DAVEY GOLF will use an approved algaecide to control algae.
- **DAVEY GOLF** also will do shading of the pond area if this type of program is warranted for an aesthetic look at an additional cost.

#### D. Drainage Maintenance

- Intake/outflow structures maintenance. Mowing and edging shall be done as needed to keep structures clear of grass and weeds. Policing shall be done to assure grates are clear of debris
- French drains. Where applicable, french drains may be located and checked for proper operation. **DAVEY GOLF** will advise the owner where pipe drains need to be installed.
- Wetland areas will be addressed to facilitate speed of play and visual clearance where needed and applicable.

#### E. Lake Banks and Ditch Maintenance

- Slopes and embankments (in-play) shall be mowed as needed monthly during the growing season, as dictated by the rate of growth and current practices.
- Litter Control shall be policed daily and debris removed as needed.

#### F. Entrance and Buildings

- 1. Mowing: (Weekly through growing season) (As Needed)
  - Turf will be cut between 2" to 3" as conditions dictate.

#### 2. Grounds Maintenance Building

- DAVEY GOLF responsible for housekeeping.
- WYANDOTTE SHORES GOLF COURSE is responsible for electric and all utilities of maintenance bldg. and will supply a phone line and internet to maintenance building if accessible.
- **DAVEY GOLF is not** responsible for major repairs and infrastructure upkeep costs for building and surrounding structures.
- **DAVEY GOLF** is not responsible for shop equipment replacement unless Davey is at fault for the failure. (Ex. Air compressors, grinders etc.)

#### 3. Club House

- Snow plowing during club hours- Davey is not responsible currently. Davey will not supply a snowplow truck for snow plowing.
- Deicing of parking lot and driveways (only) in main usage areas is not the responsibility of Davey Golf currently.
- Club is responsible for salt costs.
- Clubhouse and parking lot policing shall be done on a daily basis for the removal of litter (i.e., paper, leaves, cans, bottles tree branches and etc.)

### G. Clubhouse Grounds (Not Davey responsibility currently)

- Overview: Neat, well-maintained grounds. Lawns weed free, mowed, and edged, flowers of the season well cared for and properly rotated. All grounds and beds free of weeds, leaves, and litter.
- Parking lots and sidewalks policed for litter daily and blown with blower or swept daily prior to guest/members arrival.
- Turf will be mowed, fertilized, irrigated, and edged on a regular basis.
- Landscape materials will be designed and installed to support either sun or shade annually as the areas present themselves. Annual plantings shall be rotated, at the beginning of each season, such that they are always near or at their peak. (Not applicable when course is seasonally closed.)
- Annuals and perennials will be planted in properly amended soil and support sun or shade as the areas present themselves.

#### H. Driving Range/Practice Center

#### 1. PRACTICE GREEN

SCOPE: All practice greens are to be as similar as possible to well-maintained course greens: Smooth, uniformly turfed, firm, well defined and free of all major pest problems.

- Range will receive same turf management as rough areas (Item IV)
- Practice Greens will receive same turf management as Greens (Item I)
- **DAVEY GOLF** will daily mow the practice green.
- Cups are to be changed based on usage and growth (2-4 times weekly during peak season).
- Maintained culturally similar to rest of greens program.

#### I. Tree Trimming

SCOPE: All trees that prevent 100% turf grass coverage in the "play areas" due to light exclusion may be selectively pruned. Trees that impose a safety threat to golfers or staff (fall branches, etc.) will be reported for removal or selective pruning. Major pruning or major tree removal is not included. Professional tree services are better equipped to handle larger material.

- Trees will be trimmed in the play areas as needed.
- Trimming as a rule of thumb, includes what can be reached from level ground using a 10' pole.
- Trees causing detriment to in-play turf grass by either root or limb invasion will be reported to Owner.

#### VIII. IRRIGATION SYSTEM MANAGEMENT

#### A. Irrigation Inspection, Operations and Maintenance

- **DAVEY GOLF** will monitor on a daily basis adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a daily basis.
- **DAVEY GOLF** will maintain and manage the system to function properly and efficiently as designed.
- Adjustments included are flow control, nozzle cleaning, sprinkler height, and head level adjustment.
- **DAVEY GOLF** will also be responsible for coverage adjustment and removal of obstacles including plant material and turf that obstructs spray.
- **DAVEY GOLF** will be responsible for checking and adjusting controller to assure proper operation.
- Edging of sprinkler heads as needed.
- Spring start-up and winterization of the irrigation system will be performed by the city and Davey will support as needed.

#### B. Scheduling and Operations (as needed)

- **DAVEY GOLF** will limit standing water from irrigation. Main irrigation cycles will take place at times not to interfere with play whenever possible.
- Daytime watering may be necessary during extended hot/dry periods.
- Adequate soil moisture needed, will be determined by visual observation, plant resiliency, and turgidity, moisture meters examining cores removed by soil probe.
- **DAVEY GOLF** will program irrigation controller accordingly.
- Hand watering and portable roller-base sprinklers will be used on special problem areas as needed within budgeted range; extreme cases may warrant a management discussion to determine course of action that is outside the budgeted scope of work.
- Areas where wind creates problems of spraying onto private property or road right of way, the controller will be set to operate during a period of lowest wind velocity, which normally occurs at night.

#### C. Pumps, Pump Motors, and Controllers: (As needed)

- **DAVEY GOLF** will provide basic system maintenance in accordance with basic preventive maintenance schedules set forth by the manufactures.
- System tune-up by professional pump company is periodically needed (owner expense). Davey will advise and provide a quote.

#### D. Repair and Replacement/Irrigation System:

- DAVEY GOLF will be responsible for the following:
  - **A.** Assist in spring start up.
  - **B.** Adjustment to heads, nozzles, controllers, pumps, and valves
  - **C.** The labor for maintenance of the pump and troubleshooting the system.
  - **D.** Repairs to heads damaged by mowers or employees and seasonal leaks and repairs will be done as required.
  - E. Assist in winterization
  - F. Repairs and materials on piping.
  - **G.** Repairs for splices and wires to heads.
  - **H.** Labor costs to repair system leaks.
  - I. Irrigation shop supplies (Ex.-saws, electric tape, wire nuts, or glues).
- DAVEY GOLF <u>will not</u> be responsible for the following:
  - **A.** Pump failure/or engine to pump failure.
  - **B.** Wiring & electrical supply failures to pump station.
  - C. Controllers, hardware or software failure.
  - D. Renovation improvements and replacement are not the responsibility of Davey Golf. (Piping, valves, and the like have a 10-20 year life. Heads have a 6-10 year life.) All repairs on piping (Material costs will be submitted to city, Davey will cover labor to make repair)
  - E. Previously neglected repairs or freeze breaks.
  - F. Impure water supplies causing detriment to turf grass and irrigation system.
  - G. Improper pump house operations -
  - H. Replacement of worn-out heads, valves, controllers, and piping.

- I. Water supply and availability i.e., Dredging pond, water deprivation, improper filter and screening intakes.
- J. Improper sequence of pump operations.
- **K.** Electrical cost associated with the pump house and other costs that relate to the fixed asset owned by the club
- L. Improper safety control unit installed in pump station. I.e., high or lowpressure release controls.
- **M.** Extreme weather conditions in which irrigation coverage or lack of proper coverage is the main reason for dry conditions, every attempt will be made to accommodate but additional funds may be needed to keep up with extremes, Management will be notified of such situations for approval.

### IX. MISC. HORTICULTURAL ITEMS

#### Plant Health Care on Course

• Hedges will be trimmed on a timely basis as necessary.

## X. ACCESSORY EQUIPMENT

- **DAVEY GOLF** responsible for maintaining GOLF COURSE accessory equipment in a clean, safe, properly operating, and aesthetically pleasing condition at all times.
- Cart traffic control measures will be utilized and maintained as play dictates.
- Wintertime refurbishing of GOLF COURSE accessory equipment and supplies e.g.
- Replacement of accessories is not included.

### XI. DEBRIS DISPOSAL

- A. Clean Up Procedures: (Daily during growing season)
  - Davey will police the site for leaves, paper, cans, bottles, sticks, and other normal debris, part of Davey's routine.

### B. Disposal of Debris

- Debris will be disposed of in **WYANDOTTE SHORES GOLF COURSE** approved areas. (Part of Davey and daily routine)
- Downed trees are removed and disposed of in a nearby-wooded areas. Large or major debris may require the help of an outside professional tree service at an additional cost to the owner.
- C. Severe Weather clean up: (As needed)
  - In the event of a natural disaster such as major ice, snow, windstorm, or tornado DAVEY GOLF will not be responsible for excessive/major clean up as part of the basic maintenance contract. A quote for clean up assistance will be provided for club approval.
  - Davey is response ready during post storm clean ups.

#### D. Typical Weather clean up: (As needed)

• **DAVEY GOLF** will be responsible for debris clean up deposited by normal weather conditions.

#### XII. <u>PERSONNEL</u>

#### A. Superintendent

- If for any reason should the on-site superintendent becomes incapacitated, Davey will supply interim superintendent.
- Superintendent will attend weekly WYANDOTTE SHORES GOLF COURSE staff meetings.
- **DAVEY GOLF** will provide a professional, full-time seasonal GOLF COURSE superintendent. Person shall have total authority to coordinate the contract with management of **WYANDOTTE SHORES GOLF COURSE**.
- Superintendent makes daily decisions as circumstances dictate to ensure qualityplaying standards consistently.
- Weekly status reports will be issued, and monthly recaps will be submitted if requested by WYANDOTTE SHORES GOLF COURSE.
- Golf open for play will be determined by Golf Director.
- Davey Superintendent will report directly to our Regional Superintendent.

#### D. Team Members

- As part of the maintenance contract, qualified team members shall be provided for the day-to-day operations of **WYANDOTTE SHORES GOLF COURSE**. Personnel shall be on staff from April until November. Personnel shall be on staff commensurate with monthly maintenance needs. Hours to complete tasks are the focus, not head counts. The superintendent shall be responsible for training staff in GOLF COURSE etiquette and maintenance operations. Any non-English speaking employees will be provided with appropriate training aids in their home language. All employees will be required to wear uniforms with company logo appropriate for a GOLF COURSE environment.
- Exact number of personnel may vary slightly based on number of part time employees and varying seasonal demands.
- Part time employees and outside staffing brought in to accomplish onsite task.
- Contract is a performance-based contract. Efficiency is not reflected in numerical numbers of employees.

#### E. Mechanic-as needed

- **DAVEY GOLF** will supply mechanic.
- **DAVEY GOLF** assumes responsibility for equipment repairs, and preventative maintenance. Major or <u>catastrophic</u> repair costs will be brought to the city's

attention and costs; repair needs will be presented as an additional cost to owner. (Ex.-engine or hydraulic component failures, worn reels, etc.).

- **Davey Golf** will assist in <u>emergency</u> or short term equipment needs as they arise for catastrophic and major repairs as determined by DAVEY GOLF and WYANDOTTE SHORES GOLF COURSE.
- **DAVEY GOLF** will not be responsible for Golf cart fleet parts and equipment fuel costs.
- Minor golf cart repairs performed only tire plugging, jump-starting, are examples of minor repairs.

#### F. Cultural Practices

• Planning will be submitted to management 2-6 weeks prior to task initiation.

#### G. Regional Superintendent/Account Manager, Jerry McVety

- Will be on site as needed to ensure quality and job performance.
- The Davey Superintendent will report directly to our Regional Superintendent. Regional Superintendent oversees our on-site Superintendent and assures that the Davey program is producing desired results according to the specifications. This includes regular inspection visits, staff training, and program oversight. The Regional Superintendent will be involved in and will approve significant adjustments to the program that may be necessary. The Regional Superintendent will also coordinate all tasks that are performed by outside Davey staff.

#### H. Projects – Examples of Tasks that are NOT within the scope of work

- Tree Pruning, including hazard tree identification.
- Tree elevation above 10'
- Clubhouse landscape installation work.
- Bunker renovations
- Fairway drainage projects
- Future projects will be determined on an "as needed basis"
- Irrigation system upgrades

#### XIII. PAYMENT SCHEDULE

• Payment schedule options - TBD

#### **CLOSING STATEMENT**

**DAVEY GOLF** will request no additional funds for overruns and no discounts will be given for situations where less is required unless stated. Our intention is to perform according to these specifications using them as a <u>guideline</u>. Adjustments are made as necessary to provide the best possible playing conditions by utilizing all resources available. Golf course budgets (Davey Specification) are not all inclusive plans. Items arising that are unpredictable and out-side the scope of work will be discussed with the owner or representative to determine an equitable course of action.

The purpose of this document is to describe WYANDOTTE SHORES GOLF COURSE'S golf course maintenance standards and specify the maintenance frequencies to acquire those standards.

This document contains a short, general written overview of the standards for each area. A thorough understanding of these components will give management enough information to accurately identify the appropriate maintenance level for the golf course.

A Site Discovery Report for each area of the grow-in operation will be performed and submitted to the owner within 60-90 days of start date.

# **GOLF COURSE MAINTENANCE AGREEMENT**

This Golf Course Maintenance Agreement ("Agreement") is entered into by and between **Wyandotte Shores Golf Course** ("Owner") and **Davey Golf/dba** of The Davey Tree Expert Company, an Ohio Corporation ("Davey"), all of whom may hereinafter collectively be referred to as the "Parties".

**RECITALS:** 

- 1. Owner controls a 9-hole golf course on which it desires to obtain certain professional golf course maintenance services,
- 2. Davey desires to perform golf course services for the Owner as provided for in this Agreement.

NOW THEREFORE, The Parties agree as follows:

- 1. <u>Agreement for Service</u>. Owner engages Davey to perform the services described in Attachment One, ("Tech Maintenance Specifications"), hereinafter referred to as TMS and Attachment Two, ("Proposal"), both of which are attached to, incorporated in, and made a part of this Agreement, at the prices indicated in Attachment Two, pursuant to the terms of this Agreement. The services to be performed will be collectively referred to herein as the "Work".
- 2. <u>Scope of Work.</u> The Parties agree that the work to be performed by Davey shall consist of and shall be performed in accordance with the attachments identified herein, and any additional services that may, from time to time, be agreed to by the parties in writing. Davey will have no obligation to perform or be responsible for any other tasks or work not specifically included in the TMS or subsequently agreed to in writing by the Parties.
- 3. <u>Modifications.</u> The Parties shall agree upon any changes in or modifications to the TMS in writing and no oral modifications shall be effective, change or expand the scope of the services to be supplied under this Agreement.
- 4. <u>Term.</u> This Agreement is for 3 years, will commence on January 1, 2023 and will terminate December 31, 2025, unless terminated earlier pursuant to this Agreement. Thereafter, this Agreement will automatically renew on a successive month-to-month basis until and unless terminated by either Party upon a (60) day written advance cancellation notice.
- <u>Labor.</u> Davey will utilize its employees as described in the Proposal to perform the Work under this Agreement. Davey shall have the exclusive right to hire, fire or remove its employees from the site. Should the Owner desire an employee removed from the site it shall communicate this request in writing to Davey.
- 6. <u>Status</u>. Davey maintains its business independent of Owner as an independent contractor. Nothing in this Agreement or in the relationship of the Parties will be construed as a partnership, joint venture or any other common business relationship.
- 7. <u>Standards</u>. Unless otherwise defined in this Agreement, words and terms will have the same meaning as is reasonably understood in the horticulture, and golf course maintenance industry.

\_Initials\_\_\_\_\_

8. <u>Payment.</u> (a) Owner agrees to pay over the term of this Agreement for maintenance services detailed in the attached TMS. Davey shall submit monthly bills which will be payable by the Owner within (30) days of the invoice date. In addition, the Owner agrees to pay Davey for all authorized extra work provided upon completion of said extra work.

(b) Monthly billings and payment amount for Owner will follow payment scheduled outlined in Attachment Three, which is attached to, incorporated in, and made a part of this Agreement. Payment is due no later than (30) days after date of invoice. Accounts with outstanding balances over (40) days will accrue interest at a rate of one percent (1.5%) per month. If Davey incurs costs to collect any outstanding receivables, Owner agrees to be liable for collection fees. Accounts with outstanding balances over (40) days may have services suspended until the accounts becomes current.

(c) The percentage of the annual contract, which is billed each month, as presented in Attachment Three, may be renegotiated annually by the parties. Such negotiations will be completed no later than January 31<sup>st</sup> of each year. Should the parties determine not to negotiate new percentages or fail to mutually agree on revised percentages, the percentages billed each month in the current year will be the same as the percentages billed in the previous year.

(d) Any additional work outside of the regular scope of work must be approved in writing by the Superintendent of Recreation and will follow the City's procurement policy.

9. <u>Equipment</u>. (a) The Equipment is the sole and exclusive property of Wyandotte Shores Golf Course.

(b) Equipment brought on site during Davey Golf's tenure labeled Davey Equipment shall remain Davey equipment upon termination and notification of this agreement; unless Wyandotte Shores Golf Course has notified Davey in writing within (30) days of termination of its intent to purchase from Davey, equipment units at fair market value or amount agreed upon.

10. Termination. This Agreement may be terminated as provided below.

(a) A party will provide written notice to the other party upon that party's breach of a condition of this Agreement, including the failure to perform any of the Work as outlined herein. Upon notification, the party receiving such notice will be given the opportunity to rectify any problems or dissatisfaction within a reasonable time frame. Upon failing to rectify or cure the breach, the notifying Party may cancel this Agreement by serving a 60-day advance written notice by registered mail or personally delivered to an authorized representative of the other party.

(b) In the event of cancellation under this Agreement or early termination for any reason by either Party following the 60-day notification, Owner will pay Davey all monies due for Work performed. Said payment for Work performed will be made on a per-unit of work-performed basis and will not be limited to any monthly payment schedules previously agreed to between the Parties. Monthly payment schedules are for the convenience of the Owner in order to budget and prorate payments over a general work period and are not necessarily indicative of the amount of Work performed to date by Davey.

(c) Owner shall have no obligation for any payments due after the effective date of termination except for those services performed prior to the effective date of termination.

(d) Davey will have the right to terminate this Agreement. To exercise this right of termination, Davey will provide Owner (60) days advance written notice of its intent to terminate this Agreement and discontinue services and Davey will cooperate to effectuate an orderly transition of services.

- 11. <u>Warranty</u>. Davey will complete the Work in a <del>work</del> workman like manner according to standard practices prevalent in the industry at the time the Work is performed.
- 12. <u>Indemnity.</u> Davey agrees to indemnify and hold harmless Owner and their Officers, employees and agents from any liability for damages to any person or property resulting from the act or omission of Davey.

- 13. <u>Insurance (a)</u> Davey shall maintain general liability, property damage, and workers' compensation insurance. Certificates of insurance evidencing coverage stated above shall be supplied to Owner. Davey shall provide insurance naming the City of Wyandotte as additional insured.
  - A. Workers Compensation Insurance as required by the laws of the State of Michigan:
  - B. Public Liability with a minimum of \$1,000,000 for each occurrence:
  - C. Property Damage with a minimum of \$1,000,000 for each occurrence.

(b) Owner may modify the insurance requirements described above from time to time in accordance with its policies provided; however, Owner may not require that Davey change its policies related to coverage limits, deductibles, self-insurance or carriers.

- 14. <u>Adverse Conditions/Force Majure.</u> Davey shall not be responsible for adverse conditions that are beyond Davey's reasonable control, including but not limited to Acts of God, nature, actions, or omissions of third parties. Should such a condition occur, Davey will notify the Owner and the parties will address each condition on a case-by-case basis.
- 15. <u>Entire Agreement</u> This contract contains the entire agreement of the parties and all prior negotiations and agreements are merged herein. The parties, their agents, employees or representatives, have not made any representations and no party is permitted to rely on any representations, except as expressly stated herein.
- 16. Jurisdiction. The laws of the State of Michigan shall govern this Agreement.
- 17. <u>Miscellaneous</u>. The headings used in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute the same instrument. Facsimile signatures will be deemed as original signatures. This Agreement will be binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the day and date first written above.

#### City of Wyandotte - Wyandotte Shores Golf Course 3625 Biddle Avenue Wyandotte, MI 48192

Ву:	Ву:
Its:	Its:
Date:	Date:
	<b>Davey Golf /dba</b> A Division of the Davey Tree Expert Company
	Ву:
	Its:

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



#### ATTACHMENT TWO

October 21, 2022

City of Wyandotte Wyandotte Shores Golf Course Mrs. Sheryl Riley, Superintendent of Recreation 3625 Biddle Avenue Wyandotte, MI 48195

Mrs. Riley:

Davey Golf Course Maintenance, a division of The Davey Tree Expert Company looks forward to continuing partnering with you to care for Wyandotte Shores Golf Course. The following proposal is based on specifications submitted (Attachment One). We believe we have structured programs that will maintain operations and playing conditions. Wyandotte Shores Golf Course retains all responsibility and liabilities for capital improvements and maintenance upkeep of structures, infrastructures, pump house, fence lines, property, etc.

**Davey Golf Course Maintenance** will supply staffing as needed to maintain the **Wyandotte Shores Golf Course**, with full use of maintenance building and equipment (see Attachment Four). **Wyandotte Shores Golf Course** is responsible for Pumphouse utilities, fuel, shop utilities, phone, and heating costs. Davey is responsible for cell phone usage for Davey Staff.

PROPOSAL – and Added Values					
<u>2023</u>	<u>2024</u>	<u>2025</u>			
\$186,240.00	\$195,200.00	\$195,200.00			

Monthly payment schedule - See Attachment Three (Zero payments November - January)

#### Value Added: Equipment, resources and expertise.

Name

**Davey Golf** assumes stewardship and daily repair of course maintenance and shop equipment with the exception of catastrophic failures. **Wyandotte Shores Golf Course** is responsible for major component failure on all equipment and shop equipment owned by **Wyandotte Shores Golf Course**. (See Attachment One for further detail – Technical Maintenance Specifications)

**Davey Golf** will aid in furnishing temporary usage of all future equipment as needed. **Wyandotte Shores Golf Course** is responsible for snow removal equipment and salt. **Davey Golf** supplies labor for needed repairs on equipment and irrigation system. **Wyandotte Shores Golf Course** provides repair parts for the fixed asset labeled irrigation system controls. **Davey Golf** will provide irrigation shop supplies, and pipe repairs as needed. (See Attachment One for further detail – Technical Maintenance Specifications)

We at **Davey Golf Course Maintenance** sincerely look forward to maintaining your golf course and continuing to work with you in the future.

Sincerely, Jerry McVety Regional Manager

Scott Ford Golf Course Superintendent

Accepted by: \_\_\_\_

Title

Date

A Division of The Davey Tree Expert Company www.davey.com/golf

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>12</u>

### **ITEM: 2023 Wyandotte Today Agreement**

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

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

**BACKGROUND:** Professional, creative and informative marketing is vital to attracting potential residents, businesses and partners of the City of Wyandotte. We seek to contract with Community Publishing again next year to publish our Welcome to Wyandotte Today magazine that encompasses all general city information from our website. This magazine is a Wyandotte guide that will be given to new residents, potential businesses and distributed to all Wyandotte and Grosse Ile residents. We feel this will be a wonderful partnership and are looking forward to working with them!

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

# <u>ACTION REQUESTED:</u> We feel that Community Publishing will provide excellent service and request your support of this contract.

#### BUDGET IMPLICATIONS & ACCOUNT NUMBER: Calendar Expense Account -

 \$3,500
 285-225-925-820

 DDA Expense Accounts - \$ 7,500 estimate
 499-200-925-804

 Wyandotte Street Art Fair Expense - \$2,500
 285-225-925-860

 4th of July Parade Expense - \$500
 285-225-925-826

 Christmas Parade Expense - \$500
 285-225-925-825

 Farmers Market Expense - \$1,000
 499-200-925-802

 Other Department Expense Accounts - \$4,500 estimate

Total - \$20,000

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

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

1. scan hthiede 2022-10-27-13-02-26

# **RESOLUTION**

Item Number: #12 Date: November 14, 2022

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2023 Welcome to Wyandotte Today magazine.

Calendar Expense Account - \$3,500	285-225-925-820
DDA Expense Accounts - \$ 7,500 estimate	499-200-925-804
Wyandotte Street Art Fair Expense - \$2,500	285-225-925-860
4th of July Parade Expense - \$500	285-225-925-826
Christmas Parade Expense - \$500	285-225-925-825
Farmers Market Expense - \$1,000	499-200-925-802
Other Department Expense Accounts - \$4,500 e	estimate

Total - \$20,000

I move the adoption of the foregoing resolution.

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

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

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

# Community Publishing & Marketing 2023 TODAY Magazine Sponsorship Prepared for the City of Wyandotte

#### Welcome to Wyandotte TODAY 2023 Magazine Sponsorship

Our TODAY Magazines run quarterly and work in collaboration with the Cities and their intradepartments, the DDA, the school districts, the chambers and the many businesses & residents to facilitate and deliver the Community's message for free to every residence and business within their respective area.

#### Strategy

This marketing plan is to produce (create, design, layout, print, bind and mail) an 80+ page full size full color Magazine that showcases all of Wyandotte to its community residences and businesses as well as a few select surrounding places and areas. It is our mission and distinct honor to work hand and hand with the City of Wyandotte, its Department of Recreation Leisure & Culture, its DDA, etc. to collaborate and formulate a production and marketing strategy that facilitates the entire production process for the Welcome to Wyandotte TODAY 2023 Magazine. CPM will also provide the entire full scale advertising effort (with the assistance of the various City Departments' help and cooperation) in order to absorb a large portion of the project before us. The City of Wyandotte will also subsidize this project with a \$20,000 contribution.

#### Specs:

- 20,000 magazines (approximately 17,500 mailing to all residences and businesses in the City of Wyandotte and Grosse lle and balance (approx. 1,500) delivered to 1 location at the City of Wyandotte's discretion, as well as (approx. 1,000) delivered to MDOT.
- 80 page + 4 page cover or 96 page + 4 page cover (TBD depending on advertising and editorial)
- Text: 60# c2s satin text
- Cover: 100# c2s text with Satin/Matte finish
- 4 color process throughout
  - 8.25 x 10.75 trim (8.5 x 11 including 1/8" bleed all 4 sides)
  - Saddle stitch along the 10.75 dimension (vertical pub)
  - CPM will print this project with a company of its choosing (parent company Printwell)
  - Entire creation, design, layout will be a collaboration with City of Wyandotte and CPM
  - CPM will solicit and retain all advertising for all 4 quarterly TODAY Magazines throughout 2023 including its Welcome to Wyandotte TODAY 2023 Magazine
  - CPM will be a partner/sponsor of many 2023 City of Wyandotte Special Events
  - CPM will utilize the photo/artwork provided by the City as the cover of the magazine.
  - CPM will produce a Digital Version of the magazine that will be accessible for both Android and Apple devices as well as on the City's and CPM's website.
  - The City of Wyandotte will own all information and graphics/artwork within the Welcome to Wyandotte TODAY 2023 Magazine (this is a City of Wyandotte project/magazine and that other than the ads within the publication, the other material/graphics/information/text/etc. are city

property and will not be used in any other context/publication/marketing material without written permission from the City of Wyandotte).

Final layout including placement of ads will be approved by the City of Wyandotte.

Total amount due for project: \$20,000

50% due on December 31<sup>st</sup> 2022 and the balance, 50% to be paid on or before January 31<sup>st</sup> 2023 after the magazine is distributed to the Wyandotte households/businesses and the 2,500 additional copies delivered to a city department of choice, and MDOT

Signature:

2

Mayor, Robert A. DeSana	Date
City Clerk, Larry Stec	Date
Director of Publishing Mark A. Fisher, Community Publish	ing & Marketing Date

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>13</u>

#### **ITEM:** Sale of Former 569 Orange

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

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

**BACKGROUND:** The city received three (3) proposals in 2021 for this property that have all fallen through. The property was relisted on September 29, 2022, 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="http://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.

The Engineering Department received three (3) proposals and the recommendation is to sell said lot for \$10,000 to Dennis Gundick, III, 21023 W. River Rd., Grosse Ile, MI, for the construction of a new single family home consisting of approximately 1,800 square feet, 3 bedrooms, 2.5 baths, wrap around porch, detached garage, full basement, the exterior to be full brick on the first floor, with the sides and rear being brick from the foundation to the first-floor joist with vinyl siding for rest of exterior.

**STRATEGIC PLAN/GOALS:** Consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing effects 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. Gundick, III in the amount of \$10,000.00.

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

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

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

1. Former 569 Orange Purchase Agreement

# **RESOLUTION**

Item Number: #13 Date: November 14, 2022

RESOLUTION by Councilperson

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City-owned property located at former 569 Orange is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as the former 569 Orange to Mr. Dennis Gundick, III in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Mr. Gundick, III, does not undertake development within six (6) months, or complete construction within one (1) year, it will result in the Seller's right to repurchase property, including any improvements to one (\$1.00) dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as the former 569 Orange, between Mr. Gundick, III and the City of Wyandotte for \$10,000 as presented to the Council.

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

#### OFFER TO PURCHASE REAL ESTATE

#### THE SALE TO BE CONSUMMATED BY

#### PROMISSORY NOTE/MORTGAGE SALE

PROMISSOR Y/	1. The Purchase Price of \$10,000.00 together with the closing costs (which consists of the title insurance premium, recording fees, prorated taxes, closing fee of \$200) shall be paid by
MORTGAGE SALE	Purchaser(s) executing a Promissory Note payable to the order of the Seller(s) and secured by a mortgage. The Promissory Note will require immediate payment to the Seller upon occurrence of any of the following events within ten (10) years of the date of closing. The property is sold, refinanced, foreclosed, leased, transferred, conveyed in any manner or otherwise disposed of by Purchaser(s) or is no longer occupied by Purchaser as its primary residence. In the event none of the events described in Paragraph (1) above occur within ten (10 years of the discharged at the request of and upon payment of the recording fee for the discharge by Purchaser(s). In the event of default of the terms of the Promissory Note by the Parchaser(s), the Seller(s) may foreclose by advertisement on the mortgaged premises as one of its remedies and purchaser(s) shall be responsible to pay Seller(s) costs including reasonable attorney fees resulting from the enforcement of the Promissory Note
Evidence of Title	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
Time of Closing	<ol> <li>If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.</li> </ol>
Purchaser's Default	4. If Purchaser(s) defaults, Seller may retain the Deposit and Purchaser(s) is responsible for all costs incurred by Seller.
Seller's Default	5. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
The Objections	6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this
Possession	agreement.  7. 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 <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. <u>THE BROKER SHALL RETAIN from the amount due Seller</u> at closing the sum of \$ <u>as security for said occupancy charge</u> , paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
Taxes and Prorated Items	8. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fixeal Year" "Due Date." If left blank, Fixeal 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 dates are August 1 and December 1. 9. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accented by the Seller within that time, the deposit shall be returned forthwith to the Purchaser.
Broker's Authorization	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. 10. The Broker is hereby authorized to make this offer and the deposit of <u>N/A</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

Compliance Deposit	11. A compliance deposit of one thousand (\$1,000.00) dollars must be paid by Purchaser to Seller upon acceptance of this agreement. The purpose of the compliance deposit is to secure Purchaser's obligations under this agreement. In the event of default of any of the terms of this purchase agreement or closing documents, including but not limited to failure to timely obtaining the building permit (Paragraph 15) or failure to undertaking and/or completing construction in a timely manner (Paragraph 16), the compliance deposit will be forfeited to the Seller. If Purchaser completes all requirements of this agreement and closing documents within the required timeframe, the compliance deposit will be returned to Purchaser upon issuance of the Certificate of Occupancy. If the compliance deposit is forfeited, it will not be applied towards the purchase price.
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#### APPLICABLE TO F. H. A. SALES ONLY:

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

of \$ The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of

13 the respective parties.

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

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

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

15. The closing for this Agreement is contingent upon the Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner-occupied single-family home, consisting of the following features:

- Approximately 1,800 square feet with 3 bedrooms, 2.5 bath as indicated on Attachment A
- Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
- Exterior to be full brick on the first floor, with the sides and rear being brick from the foundation to the first-floor joist with vinyl siding for rest of exterior.
  - Detached garage to the rear of the home.

  - Wrap around front porch along 6th Street side.
  - Home must meet all current zoning requirements.
- 16. 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 15.

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

- 17. All utilities are required to be underground. Purchaser will provide three (3) ducts; electrical, cable and telephone to a central location. If reusing existing sewer tap, line must be inspected or cameraed and documents submitted to the Engineering Department for approved use. If use is not approved, you must re-tap the main.
- The Purchaser is responsible for the cost of the Title Insurance Policy Premium, Closing Fee of \$200.00 and Mapping Fee. 18 These charges will be included in the note.
- Dirt shall be removed from the site at the Purchaser's expense. 10
- Purchaser will be responsible to protect adjoining public and private property from damage during construction. Protection 20. shall be made to control water runoff and erosion during construction activities. The person making or causing m 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 which includes clearing all subsurface of misoellaneous debris and all rock greater than 2 3" and must complete with 2" of top soil, at a minimum, before Final Certificate of Occupancy will be issued. (NOTE: Sod, seed and mulch blankets, or hydro-seed will be acceptable means of turf establishment.)

- 21. 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 remove all unused concrete sidewalks, approaches, and drop curbs that are located between the sidewalk
    and curb. Purchaser is further required to repair all damaged curbs replace missing or unused drop curbs with new full
    height curbs.
- 22. This Agreement is subject to the approval of the Wyandotte City Council.
- 23. The undersigned Purchaser(s) hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.
- 24. The requirements of this Agreement shall survive the closing.

PURCHASER(S): ti K Kan I

Dennis Gundick, III 21023 W. River Rd., Grosse Ile, MI 48138 Dated: 11/4/2022

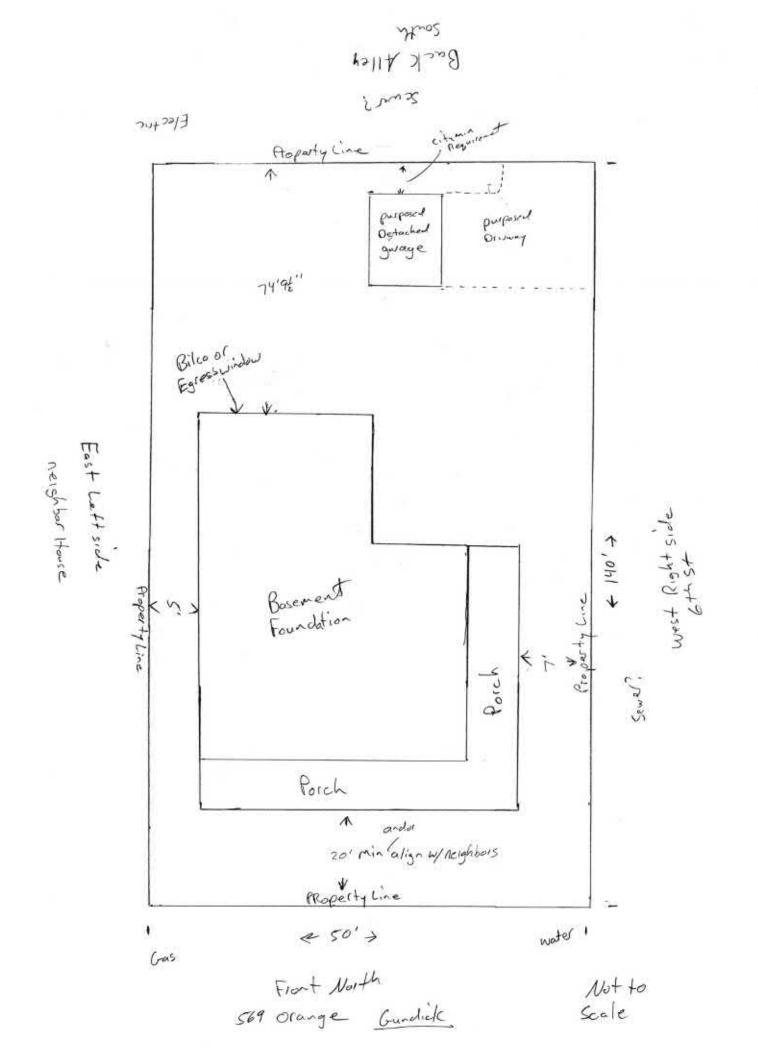
SELLER(S): CITY OF WYANDOTTE

Robert A. DeSana, Mayor 3200 Biddle Avenue, Wyandotte, Ml Lawrence S. Stec, City Clerk

Dated:

Legal Department Review







1.4

559 ORANGE - LOT 2 PLAT OF PART OF WYANDOTTE, BLOCK 152 T3S R11E, L1 P142 WCR LOT SIZE: 50' X 140'

569 ORANGE - LOT 1 PLAT OF PART OF WYANDOTTE, BLOCK 152 T3S R11E, L1 P142 WCR LOT SIZE: 50' X 140'

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>14</u>

**ITEM:** Neighborhood Enterprises Zone (NEZ) Application - Former 569 Orange, now known as 567 Orange

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

#### INDIVIDUALS IN ATTENDANCE: N/A

**BACKGROUND:** This property was listed for sale in accordance with the City's specifications for Build a Future in Wyandotte. The Purchaser, Dennis Gundick, III, is requesting Your Honorable Body support issuing a Neighborhood Enterprise Zone (NEZ) Exemption Certificate for the home being constructed on the property known as former 569 Orange, now known as 567 Orange. This request is consistent with the Resolution adopted December 7, 1992

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

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

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

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

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

1. 567 Orange NEZ Application

# **RESOLUTION**

Item Number: #14 Date: November 14, 2022

RESOLUTION by Councilperson

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

WHEREAS the former 569 Orange is within the City of Wyandotte's Neighborhood Enterprise Zone #1 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of November 14, 2022, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 569 Orange now known as 567 Orange, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

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

Michigan Department of Treasury 4775 (Rev. 12-20), Page 1

# Application for Neighborhood Enterprise Zone Certificate

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

Application No.	Date Received
S	TATE USE ONLY
Application No.	Date Received

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

PART 1: OWNER/APPLICANT	INFORM	ATION (Applica	int must complete all fi	elds)				
Applicant Name			Type of Approval Requ					
Dennis K. Gundick, III			ITTE New	- Rabal	bilitation	-		
Facility's Street Address			Facility	Facilit		Tran	sfer (1 copy only)	
567 Orange			Amount of years requi	The second states of the	(2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	y owned or re	inted by occupants?	
City	State	ZIP Code	for exemption (6-15)			and country to consider all consideration		
Wyandotte	ML	48192	12		X	X Owned Rented		
Name of City, Township or Village (taxing auth	ondy)		Type of Property					
City of Wyandotte				House				
City Towns	hip	Village		Condo		Dupl	ex	
Dounty	School District	t				L CON		
Wayne	Wyandott	le		Apartmen	nt - No. of t	Jnits		
ame of LGU that established district	and the first of the second	and the second sec	of Neighborhood Enterprise	Zone		Data district	was established	
Wyandotte		NEZ#1	Vi. 1				2/07/1992	
dentity who the work was completed by		1	Estimated Project Cos	tiper unit).	]	12	LIGHTIOUL	
Licensed Contractor	her Owner	6	Estimated Project Cos	500	$\infty$			
Describe the general sature and extent of the	num conclusion	our our extended instance to be						
Timetable for undertaking and completing the Start spring 2023 complete by N	lovember	2023	cility					
PART 2: APPLICANT CERTIF	ICATION							
Conlact Name			Gonlact Telephone No	imber				
Kelly Roberts			(734) 324-4555					
Contact Fax Number			Contact E-mail Address					
(734) 556-3179			kroberts@wyandottemi.gov					
Owner/Applicant Name			Owner/Applicant Telep	phone Num	ber			
Dennis Gundick III			(734) 344-8444	4				
Owner/Applicant Mailing Address (Street No.,			Owner/Applicant E-mail Address					
21023W. River Rd., Grosse Ile,	MI 48138	8	dgundick@ign	yte desig	gn			
I certify the information contained herei application is being submitted I certify I am familiar with the provision complied or will be able to comply with issuance of Neighborhood Enterprise 2	s of Public Au all of the re	ct 147 of 1992, as a quirements thereof	manded. (MCL 207.771 which are prerequisite to	lo 207 78	Ti and to #	w had af a	v knoudodna. I bo	
Owner/Applicant Signature	one on midd	in of the orate fax (	Date					

Continue on Page 2

4775, Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Asset The property to be covered by this exemption may not be included on any off property on the Eligible Tax Reverted Property (Laud Bank) specific tax roll co property on the Neighborhood Enterprise Zone specific tax roll.	er soecific tax cell while receipang the Malabi	orthood Enterprise Zone Exe Zone Exemption that would	mption. For example, also put the same		
By shecking this box I certify that, if approved, the property to be a tax roll and not on any other specific tax roll.	covered by this exemption will be on the Neu	ghborhood Enterprise Zone E	xemption specific		
Name of LGU					
City of Wyandotte					
Name of Assessor (First and last name)	Telephone Number (734) 324-4510				
Fax Number (734) 556-3179	E-mail Address assessor@wyandotte	mi.gov			
I certily that, to the best of my knowledge, the information contained	f in Part 3 of this application is complet	e and accurate.			
Assessor's Signature		Date			
PART 4: LGU ACTION/CERTIFICATION (LGU clerk	must complete this section before s	ubmitting to the State 1	ax Commission)		
Action taken by LGU:	The State Tax Commission requ	The State Tax Commission requires the following documents be filed for an administratively complete application: Image: Complete application         Image: Complete application			
Exemption Approved for Vears (8-15)	X 1. Original Application				
Exemption Approved forYears (11-17 historical credits)	State State State State State				
Exemption Denied (Include Resolution Denying)	4. REHABILITATION APPLICATIONS ONLY.     Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation				
Date of resolution approving/denying this application					
Clerk's Name (First and Last) Lawrence S. Stec	Telephone Number (734) 324-4561				
Fax Number	E mail Address				
(734) 556-3179	clerk@wyandottemi.g	NOV.			
Mailing Address 3200 Biddle Avenue	City	State	ZIP Code		
STATE CONTRACTOR AND A	Wyandotte	MI	48192		
I certify that I have reviewed this application for complete and accur. Neighborhood Enterprise Zone. I certify this application meets the requirements as outlined by Public Enterprise Zone Certificate					
Clerk Signature		Date			

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to

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

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

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

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>15</u>

# **ITEM:** Demolition of 1247 Elm

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

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

**BACKGROUND:** 1247 Elm was ordered demolished by Council Resolution September 12, 2022. 1247 Elm is a vacant, deteriorated dwelling with sightings of rodents (rats and other) around the dwelling, a potential harbor for vagrants, and a fire hazard. It is a threat to the welfare and safety of the neighborhood.

Per the Emergency Procurement rules adopted by the City Council January 9, 2017, the following applies:

The Engineering and Building Department solicited three (3) quotes to perform an asbestos survey and demolish the dwelling at 1247 Elm Street. The following quotes were received:

Pizzo Development Group: \$12,500.00 Pro Excavation, Inc.; \$14,900.00

Homrich: No bid submitted

Recommend proceeding with the quote from Pizzo Development Group LLC, in the total amount of \$12,500 to perform the asbestos survey and demolish the referenced structure.

This would be paid for from Account 492-200-850-519 Land Purchases.

**<u>STRATEGIC PLAN/GOALS</u>**: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in continuing to provide citizens with a community free of hazardous and unsightly structures.

#### **ACTION REQUESTED:**

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The asbestos survey and demolition will be paid for from Account 492-200-850-519 Land Purchases.

**IMPLEMENTATION PLAN:** Pizzo Development has been notified to proceed with the Emergency Procurement Policy.

# LIST OF ATTACHMENTS:

- 1. Resoluton Approving Demolition 091222
- 2. Email Approving Pizzo to Demo 101922
- 3. Pizzo Bid to Demo
- 4. Pro Excavation Bid

# **RESOLUTION**

Item Number: #15 Date: November 14, 2022

RESOLUTION by Councilperson

RESOLVED that Council concurs with the recommendation of the City Engineer and approves the award to Pizzo Development Group, Wyandotte, MI, for the asbestos survey and demolition of the structure at 1247 Elm Street in the amount of \$12,500.00.

FURTHER RESOLVED, the project will be funded from account 492-200-850-519 Land Purchases

I move the adoption of the foregoing resolution.

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

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

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

#### CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2022-279

#### 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: September 12, 2022

MOVED BY: Councilperson Crayne

SUPPORTED BY: Councilperson Calvin

RESOLVED by the City Council that a show cause hearing was held this 12th day of September, 2022, having been set forth as the time and place fixed for a hearing of objections to show cause why the structure at 1247 Elm Street should not be demolished or made safe and whereas the opportunity having been provided for all written and verbal comments now; AND

WHEREAS, this Council has considered the reports and recommendations of the Hearing Officer and City Engineer's Office and all other facts and considerations which were brought to their attention at said hearing;

NOW, THEREFORE, BE IT RESOLVED that this City Council directs that said structure at 1247 Elm Street, City of Wyandotte, should be demolished. The owner or person in control of the premises shall comply with the order of demolition within twenty-one (21) days after the date of the hearing.

BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of the resolution if they so desire.

RESOLVED FURTHER that the City Engineer is hereby directed to demolish the structure at 1247 Elm Street, if the owner or persons in control of the property does not comply with the order of demolition within twenty-one (21) days or appeals to the Circuit Court within twenty-one (21) days.

RESOLVED FURTHER that all costs of the demolition incurred by the City shall be reimbursed to the City by the owner or party in interest in whose name the property appears. The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the Assessor of the amount of the cost of the demolition by first class mail at the address shown on the records. If the owner or party interest fails to pay the cost within thirty (30) days after mailing, by the Assessor, the notice of the amount of the cost, the City shall have a lien for the cost incurred by the City. In addition to other remedies under this section, the City may bring action against the owner of the building or structure for the full cost of the demolition.

Motion unanimously carried.

ABSENT: Councilpersons Robert Alderman, Rosemary Shuryan

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on September 12, 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.

um

Lawrence S. Stec City Clerk

### **Greg Mayhew**

From:	Todd A. Drysdale
Sent:	Wednesday, October 19, 2022 3:07 PM
То:	Greg Mayhew; Lawrence Stec
Subject:	RE: 1247 Elm Demolition

Ok to proceed under emergency procurement exception.

From: Greg Mayhew <gmayhew@wyandottemi.gov>
Sent: Wednesday, October 19, 2022 2:57 PM
To: Lawrence Stec <lstec@wyandottemi.gov>
Cc: Todd A. Drysdale <tdrysdale@wyandottemi.gov>
Subject: 1247 Elm Demolition

Larry,

Per the Emergency Procurement rules adopted by the City Council January 9, 2017, the following applies:

1247 Elm was ordered demolished by Council Resolution September 12, 2022. 1247 Elm is a vacant, deteriorated dwelling with sightings of rodents (rats and other) around the dwelling, a potential harbor for vagrants, and a fire hazard. It is a threat to the welfare and safety of the neighborhood.

The Engineering and Building Department solicited three (3) quotes to perform an asbestos survey and demolish the dwelling at 1247 Elm Street. The following quotes were received (see attached).

Pizzo Development Group LLC: \$12,500.00

Pro Excavation, Inc.; \$14,900.00

Homrich: No bid submitted

Recommend proceeding with the quote from Pizzo Development Group LLC in the total amount of \$12,500 to perform the asbestos survey and demolish the referenced structure.

This would be paid for from Account 492-200-850-519 Land Purchases.

Further, if approved, this purchase should be submitted to City Council for approval.

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

#### **PROPOSAL FOR DEMOLITION OF 1247 ELM STREET**

Oct. (7 2022

The Honorable Mayor and City Council City Hall Wyandotte, Michigan

Dear Mayor and City Council:

The undersigned has made himself familiar with the locations of the proposed project and the conditions under which it is to be performed by examination of the locations, plans, details, specifications, bonds and contract, all of which he understands and accepts as being sufficient for the purpose. The undersigned proposes to contract with the City of Wyandotte for the furnishing of all labor, material, and equipment as specified and will accept in payment thereof the following sums, it being further understood that the quantities are approximate, the totals will be used for comparison of bids only, and the payments will be based on unit prices given in the proposal.

If this proposal is accepted, the undersigned further agrees to furnish the bonds and evidence of insurance and enter into contract with the City of Wyandotte within twenty (20) days after said acceptance, and shall perform all demolition complete per specifications by **December 1, 2022**, unless shortage of material or other causes beyond the Contractor's control prohibit him from doing so.

#### BASE BID

Item 1: Demolition of the 1247 ELM STREET Facility Complete as Per Specifications

@ Zight-thousand Dollars (\$ 8,000 )/LS \$ 8,000

Item 2: Asbestos Survey of the <u>1247 ELM STREET</u> Facility Complete as Per Specifications

@ four show and fivelyided Dollars (\$ 4,500 )/LS \$ 4,500

TOTAL - 12,500

#### ADDITIONAL UNIT PRICE

Item 6: Remove and Replace Concrete Sidewalks

@ Seven and Show Dollars (\$ 7.50 )/SF \$ 7.50 per sgft.

Sidewalk replacement estimated at 500 SF for comparison of bid purposes.

# PROPOSAL FOR DEMOLITION OF 1247 ELM STREET

# Addenda

If any addenda are issued for this job, bidder shall note receipt in column below and include each addendum with the proposal.

Addendum No MH	Date Received Received By
ŇA	
SIGNED:	
BY:	Tony Pizzo
	Pizzo Development Goryo
ADDRESS:	349 Antoine, Wy adotte MI 48192
PHONE NO	313 999 454 9
EMAIL:	prodevelopment cychoocom

### City of Wyandotte, Michigan Wrecking Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Pizzo Development Group, LLC as principal, address 349 Antoine, Suite #1 Wyandotte, MI 48192 and NGM Insurance Company \_\_\_\_\_, as surety, and address 4601 Touchton Rd East Ste 3400 Jacksonville, FL 32245-6000 \_, are held and firmly bound unto the City of Wyandotte, Michigan, in the penal sum of Five Thousand and 00/100 dollars (\$ 5,000 ). lawful money of the United States of America, to be paid to the City of Wyandotte to which payment, we, and each of us, do jointly and severally bind ourselves, our representatives, heirs, executors, administrators, successors, and assigns, firmly by these presents. NOW THEREFORE, the condition of this obligation is such that whereas the above named principal Pizzo Development Group, LLC \_\_\_\_\_ has duly applied for a permit for the wrecking or demolition of a building or structure at Wyandotte, MI 48192, in the City of Wyandotte. If such permit is issued to said principal, and if said principal shall indemnify and save harmless the City of Wyandotte from any and all liability including, but not limited to, all claims, damages, expenses, suits, and proceedings of every kind and nature, caused by or arising from the aforesaid wrecking or demolition work and the issuance of the aforesaid permits, and if said principal shall observe the faithful performance of the terms of the Building Code and all other ordinances of the City of Wyandotte, and of the aforesaid permit, then this obligation to be null and void, otherwise to remain in full force and effects.

day of April

Signed and sealed this \_\_\_\_\_29th

2020

in the presence of

Pizzo Development Group, LLC

principal NGM Insurance Gompany surety Barry W. Berman Attorney-in-Fact

 DATE:

h/wreckbnd.doc updated 06-06-00 GM INSURANCE COMPANY rember of The Main Street America Group

# POWER OF ATTORNEY

S-895639

dated April 29, 2020

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit: "SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Barry W. Berman its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-895639

on behalf of \*\*\*\* Pizzo Development Group, LLC \*\*\*\*

in favor of City of Wyandotte

for Five Thousand and 00/100

Dollars (\$ 5,000 and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:



State of Florida,

County of Duval

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020.

Loak Pente GG 926697

Vice President, General Counsel and Secretary

· Kimbuly: K. Law

Kimberly K. Law

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 29th day of April 2020

RANCE OUNDE Naughind 1923

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646. TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

#### MICHIGAN NOTICE

Principal: Pizzo Development Group, LLC

Bond No: S-895639

This policy is exempt from the filing requirements of MCL 500.2236.

This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

THE OWNER ON PRIME PARTY OF 1247 BLINE STREET

The Honorable Mayor and City Council City Hall Wyandotte, Michigan

Dear Mayor and City Council:

The undersigned has made himself familiar with the locations of the proposed project and the conditions under which it is to be performed by examination of the locations, plans, details, specifications, bonds and contract, all of which he understands and accepts as being sufficient for the purpose. The undersigned proposes to contract with the City of Wyandotte for the furnishing of all labor, material, and equipment as specified and will accept in payment thereof the following sums, it being further understood that the quantities are approximate, the totals will be used for comparison of bids only, and the payments will be based on unit prices given in the proposal.

If this proposal is accepted, the undersigned further agrees to furnish the bonds and evidence of insurance and enter into contract with the City of Wyandotte within twenty (20) days after said acceptance, and shall perform all demolition complete per specifications by **December 1, 2022**, unless shortage of material or other causes beyond the Contractor's control prohibit him from doing so.

# BASE BID

Item 1: Demolition of the 1247 ELM STREET Facility Complete as Per Specifications

Dollars (\$ 14000.00)/LS \$ 140000

Item 2: Asbestos Survey of the <u>1247 ELM STREET</u> Facility Complete as Per Specifications

@ NINE hundred \$ 900.00 Dollars (\$ 900.00 )/LS

TOTAL - 14900.00

# ADDITIONAL UNIT PRICE

Item 6: Remove and Replace Concrete Sidewalks

TEN (a)

Dollars (\$ 10.00 )/SF

\$ 10.00

Sidewalk replacement estimated at 500 SF for comparison of bid purposes.

# **PROPOSAL FOR DEMOLITION OF 1247 ELM STREET**

Addenda If any addenda are issued for this job, bidder shall note receipt in column below and include each addendum with the proposal.

Addendum N	<u>o.</u>	<u>D</u> .	ate Received	Received By
SIGNED:	_ (	7.11		
BY:	Jaso	Anostini		
COMPANY:	_ Pro.	EXCAUETTON	-7uc	
ADDRESS:	4036	Biddle AUT	hyprostro M	48492
PHONE NO.:_	313.30	4-2449		
EMAIL:	præ.	xcavation	Gyattoo Con	4

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>16</u>

#### **ITEM:** Acquisition of 1117 7th Street

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

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

**BACKGROUND:** This property is a single family dwelling. The property became available for the City to purchase for \$40,000.00.

Lot Size: 60' x 101' 2022 SEV \$41,100 Market Value \$82,200 Demolition Cost: \$10,000

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that the City is committed to maintaining and developing excellent neighborhoods by enabling and empowering neighborhood organizations and associations, matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement. Continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas

<u>ACTION REQUESTED:</u> Approve the acquisition of the property at 1117 7th Street in the amount of \$40,000, authorize the Mayor and Clerk to execute the Purchase Agreement and all closing documents and authorize the City Engineer to demolish the property.

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

**IMPLEMENTATION PLAN:** The Neighborhood Service Coordinator will coordinate the closing with the Department of Legal Affairs upon approval of the Pruchase Agreement.

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

1. Purchase Agreement 1117 7th Street

# **RESOLUTION**

Item Number: #16 Date: November 14, 2022

RESOLUTION by Councilperson

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at 1117 7th Street in the amount of \$40,000.00 to be appropriated from TIFA Area Funds Account No. 492-200-850-519; AND

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

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

BE IT FURTHER RESOLVED that the Show Cause Hearing regarding 1117 7th Street is hereby canceled.

I move the adoption of the foregoing resolution.

# PURCHASE AGREEMENT

PROPERTY. Buyer a	grees to buy from Seller the	property located at: 1117 7th Str	reet
		(add	ress)
Wyandotte	, Wayne	County, Michigan	48192
(City, Township, V	illage)		(Zip Code)
Legally described as	Lots 27 and 28 Kingsley	Park Subdivision as recorded in Li	ber 38, Page 22, WCR

Together with all buildings, gas, oil, and mineral rights owned by Seller, plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any other mechanical controls; shades, shutter, window blinds and curtain/drapery rods; attached floor covering; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and \_\_\_\_\_\_but does not include

The property is purchased subject to easements, restrictions and zoning ordinances of record.

- 2. SALES PRICE. The sale price is: Forty Thousand and no/00 (\$40,000.00) Dollars
- DEPOSIT. Buyer deposits \$ 0 showing good faith. Deposit to be held by (Seller/Attorney/Minnesota Title). Deposit will be applied to sales price. If the conditions in this contract cannot be met, the deposit will be refunded to Buyer in full, subject to the default provision (refer to Paragraph 16).

#### 4. METHOD OF PAYMENT (Check One)

CASH. Buyer will pay the sales price by certified check upon Seller's delivery of a Warranty Deed conveying marketable title.

NEW MORTGAGE. This contr	act is contingent on Buyer's ability to obtain a	
	(FHA, VA, C	Conventional)
mortgage loan in the amount of S	dollars. Buyer will apply for the loan within	days
after Seller's acceptance. If Buyer fails to	deliver to Seller evidence of the loan approval within	days,
Seller may cancel this contract and deposit	will be refunded to Buyer in full. The sale will be completed	upon Seller's

signing a Land Contract calling for the payment of the remaining Sales Price. Buyer will pay monthly installments of S\_\_\_\_\_\_ dollars or more, including annual interest of \_\_\_\_\_\_ percent and which DO/DO NOT include prepaid taxes and insurance. Land Contract term for \_\_\_\_\_ years.

\_\_\_\_\_MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT. If the holder of the Mortgage or Land Contract agrees, Buyer will assume and pay the existing Mortgage or Land Contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$\_\_\_\_\_\_ dollars upon Seller's delivery of a Warranty Deed or a Land Contract Assignment. Buyer will reimburse Seller at closing for any funds held in escrow.

- CLOSING DATE. Buyer and Seller will close the sale within <u>10</u> days after all necessary documents are ready, but in no event later than <u>TBD</u>.
- 6. OCCUPANCY. Seller will give occupancy one day of closing. Seller will pay Buyer S\_\_\_\_\_\_ dollars per day, from the day following the closing to the day Seller vacates and surrenders the keys to Buyer. At closing, Minnesota Title Agency will retain from the amount due Seller \$\_\_\_\_\_\_ dollars to hold in escrow for the occupancy charge. Upon Seller vacating property and surrendering keys to Buyer, Minnesota Title Agency will pay Buyer the amount due and return to Seller any unused portion. Seller is liable for any damage to property after closing and before vacating.

GENERAL CONDITIONS of sale printed on the second and third pages are incorporated and made a part of this agreement.

BUYER(S) SIGNATURE(S)	Email:			
Date:	Contact Phone Number:			
City of Wyandotte				
Signature:	Signature:			
Print Name: Robert DeSana, Mayo	or Print Name:Lawrence Stee, Clerk			
Address:	Address:			
SELLER(S) SIGNATURE(S)	Email: achaczyk@att.net			
Date: 07Nov2022	Contact Phone Number: 586 939 2466			
Estate of Eugene Chaczyk Signature:	Signature:			
Print Name: Adam Chaczyk, P.R.	Print Name:			
	Address:			
	ANCE OF CHANGES. Buyer has received Seller's acceptance of this o changes, Buyer agrees to accept the changes as written and all unchanged			
Signature:	Date:			
Signature:	Date:			

# GENERAL CONDITIONS

#### THIS IS A LEGAL DOCUMENT, BOTH BUYER AND SELLER ARE ADVISED TO CONSULT AN ATTORNEY

- 7. TITLE INSURANCE. Seller will provide and pay for an owner's policy of title insurance without standard exceptions from Minnesota Title Agency insuring Buyer's marketable title in the amount of the sales price. Buyer will pay for land survey if needed. Seller will apply for a commitment for title insurance within \_\_\_\_\_\_ days of the date of this contract. Upon receipt of the commitment, Buyer will have \_\_\_\_\_\_ days to provide Seller with written notice of any title objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated, and any deposit refunded to Buyer.
- CLOSING COSTS. Unless agreed otherwise, Seller will pay all State transfer taxes and costs required to convey
  marketable title. Unless agreed otherwise, Buyer will pay the cost of recording the deed and/or security interests and all
  mortgage closing costs.
- 9. TAXES/FEES PRORATIONS. Seller will pay in full all taxes which are due and payable at time of closing. Current taxes will be prorated and adjusted as of the date of closing as though they are paid in advance on the due date. Condominium and/or association fees, interest and rents will be adjusted in a like manner.

- SPECIAL ASSESSMENTS. Seller will pay in full all public authority charges (including, but not limited to, special
  assessments, paving charges, water or sewer contracts, weed cutting and lighting charges) which are a lien as of the
  date of this contract. Condominium association assessments will be paid in a like manner.
- 11. WATER/SEWER ESCROW. Seller will pay in full all water and/or sewer usage change through the day of possession. At closing, Seller will give Minnesota Title Agency a minimum of \$200.00 for water/sewer escrow. Seller will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller.

#### 12. SELLER'S DISCLOSURE (Check One) - Waived by Buyer

Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

X Seller will provide a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

#### 13. PROPERTY INSPECTION (Check One)

This offer is contingent upon a satisfactory inspect of the property, at Buyer's expense, no later than five (5) business days after the date of this contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within two (2) days of the inspection, this contract will terminate, and any deposit refunded to Buyer.

X Buyer does not desire to obtain an inspection of the property.

- 14. CONDITION OF PROPERTY. Buyer has personally inspected the property and accepts it in its AS IS present condition (subject to Buyer's right to have a property inspection, if any). Seller will obtain certification of occupancy from municipality, if necessary, and comply with required corrections. Seller agrees to maintain the property in its present condition until possession. Seller agrees to leave property broom clean upon vacating.
- 15. WALK THROUGH. Buyer reserves the right to walk through the property within 24 hours prior to closing.
- 16. DEFAULT. If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies
- HEIRS AND SUCCESSORS. This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 18. OFFER/COUNTEROFFER. It is understood that this offer is irrevocable for five (5) days from its date, and if not accepted by the Seller within that time, the deposit shall be returned to the Buyer. If this offer is countered, Buyer must initial the changes, sign it and deliver it to Seller by \_\_\_\_\_\_ (a.m.) (p.m.) of \_\_\_\_\_\_ or the offer will be null and void and the deposit returned to Buyer.
- ENTIRE AGREEMENT. This contract constitutes the entire agreement between Buyer and Seller. This Contract supersedes all prior understanding and agreements, written or oral.

#### 20. ADDITIONAL CONDITIONS (if any) <u>Subjection to City Council approval.</u> Subject to probate court approval, if required.

Buyer and Seller have read the GENERAL CONDITIONS.

Buyer initials Seller initials awc

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1117-7th Street - LOTS 27 AND 28 KINGSLEY PARK SUB T3S R11E L38 P22 WCR

LOT SIZE: 60' X 101'

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

#### **MEETING DATE: 11/14/2022**

#### AGENDA ITEM #<u>17</u>

### **ITEM:** File #4836 Stand-On Blower

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

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

**BACKGROUND:** The Department of Public Services has identified a piece of equipment that will improve the efficiency and effectiveness of public park leaf collection. The City prepared specifications, File #4836 Stand-On Blower and advertised on BidNet and bids were opened October 24, 2022. Attached is the Bid Deposit Log Sheet.

Recommend the purchase of the Billy Goat BGZ3000 Hurricane Blower from Weingartz, Plymouth, Michigan, in the amount of \$11,860.00. The Weingartz bid was \$5.00 more than the bid from Marks Outdoor Power Equipment. The DPS has a long history of quality service from Weingartz for parts and repair of equipment.

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

<u>ACTION REQUESTED</u>: Adopt a resolution concurring with the City Engineer to purchase the Billy Goat BGZ3000 Hurricane Blower from Weingartz in the amount of \$11,860.00.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The stand-on blower will be purchased from Accounts 101-448-750-242 Parks Equipment (\$5,930.00) and 101-448-750-240 Parks Operating Expenses (\$5,930.00).

**IMPLEMENTATION PLAN:** DPS will order the stand-on blower from Weingartz.

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

- 1. #4836 BID TAB
- 2. #4836 WEINGARTZ

### **RESOLUTION**

Item Number: #17 Date: November 14, 2022

RESOLUTION by Councilperson

BE IT RESOLVED by the Mayor and City Council that Council concurs with the recommendation of the City Engineer to purchase a Billy Goat BGZ3000 Hurricane Blower from Weingartz, Plymouth, Michigan, in the amount of \$11,860.00, which shall be paid for from Accounts 101-448-750-242 Parks Equipment (\$5,930.00) and 101-448-750-240 Parks Operating Expenses (\$5,930.00).

I move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson

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

			OF WYANDOTTE	г		
	Bid #: Bid Description: Bid Date:		n Blower D22			
	Bidder/ Business Name	Address (City, State)	Amount	Check #/ Bid Bond (Y/N)	Check Return Date	Signature
1	Midwest Power Equipment Wayne Lawn + Garden	Okemos, MI	11,899.20			
2	Wayne Lawn + Carden	Canton, m1	11,900.00	-		
3	Weingartz	Livonia, m	11,860.00			
4	Marks outdoor Power Equipment	Northville, ml	11, 855.00	)		
5	Leckler's Inc.	LaSalle, mi	12,500.00	-		
6						
7						
8						
9						
10						

### PROPOSAL AND SPECIFICATIONS

### FOR

### ONE STAND-ON BLOWER

### DEPARTMENT OF ENGINEERING CITY OF WYANDOTTE

GREGORY J. MAYHEW CITY ENGINEER

OCTOBER 2022

### INSTRUCTIONS TO BIDDERS

The City of Wyandotte will receive sealed bids at 3200 Biddle Avenue, Wyandotte, Michigan, for the "FILE #4836 – STAND-ON BLOWER" at 2:00 p.m., Local Standard Time, Monday, October 24, 2022, at which time said bids will be publicly opened and read aloud.

Specifications, including blank proposal, are only available from the BidNet Direct website at <u>www.bidnetdirect.com</u>. For additional information for BidNet Direct call 800-835-4603.

Bids shall state price for all items as specified, which price shall be in full for the stand-on blower and delivery. Proposals may not be honored unless made on the forms furnished for this purpose and with all blanks properly filled out. All prices must be written in both words and numerals. The City reserves the right to reject any or all bids and also the right to waive any formal defects in bids when deemed in the best interest of the City.

The City of Wyandotte, in accordance with Title VI of the Civil rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. (See Appendix A)

All proposals shall be delivered to the City Clerk at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, on or before 2:00 p.m., Local Standard Time, Monday, October 24, 2022, and the sealed envelope shall be titled "FILE #4836– STAND-ON BLOWER"

All questions or concerns shall be directed to James Karp, City of Wyandotte, Department of Engineering and Building, via email at:

jkarp@wyandottemi.go

### PROPOSAL FOR COMPACT UTILITY TRACTOR Stand-On Blower

10-18 ,2022

The Honorable Mayor and City Council City Hall Wyandotte, Michigan

Dear Mayor and City Council:

The undersigned has made themselves familiar with the specifications, all of which we understand and accept as being sufficient for the purpose. The undersigned proposes to contract with the City of Wyandotte for the furnishing of one (1) stand-on blower as specified and will accept in payment thereof the following sum.

If this proposal is accepted, the undersigned further agrees to enter into purchase agreement with the City of Wyandotte within (20) twenty days after said acceptance, and to supply the equipment on or before 10-30-22, unless shortage of material or other causes beyond the supplier's control prohibit from doing so. (The Bidder <u>must</u> state approximate delivery time in order for the bid to be accepted)

Item #1: 1 EA Stand-On Blower per Specifications:

(a)	ELEVEN	THOU	SAND	Eight	_Dollars @ (\$/EA	1	) (\$	11,860	)
Ÿ	HUNL	NEP	SIX	гү					

TOTAL BID

\$ 11,860

Provide the Location of Parts and Service Facilities: <u>WEINGACTZ of LIVONIA</u> Name <u>32098 Plymontal Road</u> Street <u>LIVONIA</u> <u>Phone Number</u> <u>48150</u>

City

ATTACH TO THIS PAGE SUPPORTIVE DATA, DESCRIPTIVE OR PRINTED LITERATURE OF THE PROPOSED EQUIPMENT BEING BID IN THIS PROPOSAL.

Proposal Page 1 of 2

### Addenda

If any addenda are issued for this job, Bidder shall note receipt in column below and include each addendum with the proposal.

Addendum No.	D	ate Received	R	eceived By
SIGNED: BY:	(Printed Name ar	ankough nd Title)	net, S	bales Rep
	Weinga	14 6.43		
ADDRESS:	32098	Plymou	HARd	Lunami 48150
PHONE NO:	734 50	26 3042		
EMAIL:	nvonkou	ghnet a	Dweir	igartz.com
	NO	A DDen	IDA	NeeDeD
	5	pecs,	MATCH	+ 100%

Proposal Page 2 of 2

### SPECIFICATIONS FOR STAND-ON BLOWER

### GENERAL

The Stand-On Blower shall be the Ferris FB3000 Hurricane Stand-On blower or approved equal, meeting the following requirements.

### MINIMUM GENERAL FEATURES:

- 1) LED Light
- 2) Ergonomic Platform
- 3) Thigh Pad
- 4) Torsion-mounted front axle assembly
- 5) 3-way air discharge
- 6) Joystick deflector control
- 7) Quad control handle system
- 8) Dual deflector air flow system

### MINIMUM ENGINE REQUIREMENTS:

35 HP, 2-cylinder, vertical shaft, gas powered engine; 993 cubic centimeter displacement; 2,600 rpm rated revolution, 10-gallon capacity fuel tank.

### MINIMUM DRIVE TRAIN REQUIREMENTS:

Dual Hydrostatic drive train; dual commercial Hydro-Gear transaxles with 7" cooling fans; quad control handle system; joystick deflector control; torsion-mounted front axle assembly.

### MINIMUM BLOWER REQUIREMENTS:

7,500 cubic feet per minute air flow; 165+ mph air speed; 3-way air discharge; dual deflector air flow system.

### MINIMUM TIRE REQUIREMENTS:

Front tire  $-13 \times 5.5-6$  flat free. Rear tires  $-22 \times 11-10$ .

MINIMUM TRAVEL SPEED REQUIREMENTS:

Maximum travel speed – 9 mph.

05 SPecs

### MINIMUM DIMENSION REQUIREMENTS:

Overall length - 65 inches; overall width - 45 inches; overall height - 46 inches; dry weight - 895 lb.

### REPAIR MANUAL:

Two (2) full sets of operator's and parts manuals on the blower shall be supplied at the time of delivery.

### WARRANTY:

The blower (balance of machine) shall be covered for two (2) years, and the engine shall have a two (2)-year limited manufacturer's warranty and must supply said warranty to the City of Wyandotte.

### SERVICE AND PARTS:

The City of Wyandotte prefers a local based dealer for service and parts support when possible. The Bidder shall state the location of parts and service facilities in the Proposal.

### ERRORS/OMISSIONS/DISCREPANCIES

Any errors, omissions, or discrepancies, in these Specification discovered by a prospective Bidder shall be brought to the attention of the City of Wyandotte, City Engineer, at gmayhew@wyandottemi.gov as soon after discovery as possible. Further, the Bidder shall not be allowed to take advantage of errors, omissions, or discrepancies in these Specifications.

### DELIVERY:

The successful Bidder shall contact James Karp at the City of Wyandotte Department of Engineering and Building at 734-324-4557, or 734-589-7445, to set up a delivery and inspection date. Department of Engineering and Building hours are 8:00 am to 5:00 pm, Monday thru Friday. Equipment shall be delivered to 4201 13<sup>th</sup> St Wyandotte, MI 48192, between the hours of 8:00 am and 11:00 am.

### PAYMENT:

Payment for the stand-on blower shall be paid in full upon receipt of invoice after delivery and acceptance of the equipment by the City of Wyandotte.

## WEINGARTZ EVERYTHING FROM LAWN TO SNOW

### QUOTATION

#### CITY OF WYANDOTTE -To: Quote #: 40129259-00 DEPARTMENT OF RECREATION Date: 10/18/22 3131 3RD ST. Exp Date: WYANDOTTE, MI 48192 Attn: Prepared By: Mark VanKoughnet Phone: Phone: 734-526-3042 DIRECT Email: agarbin@wyandottemi.gov Email: mvankoughnet@weingartz.com

Product number	Product and Description	Qty	Sale Price	Total
BGZ3000	Hurricane Blower 35HP Vanguard List Price: \$16,308.00	1	\$11,860.00	\$11,860.00
PPDLOCAL	Local Delivery List Price: \$40.00	1	\$0.00	\$0.00

Total \$11,860.00 Invoice Total \$11,860.00

Approved By

Customer

Date

Weingartz Representative

Date

Page 1 of 1 Weingartz,32098 Plymouth Rd,Livonia, MI 48150,

WWW.WEINGARTZ.COM

### **BILLS & ACCOUNTS**

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12199         Due to FICA/Medicare           101-000-228-010         Due to FICA/Medicare           499-000-228-010         Due to FICA/Medicare           499-000-228-010         Due to FICA/Medicare           525-000-228-010         Due to Social Security           525-000-228-010         Due to Social Security	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE 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 12199	P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22 09/28/22 09/28/22 09/28/22 09/28/22	10,324.22 18,201.84 341.28 79.80 109.36 467.50 29,524.00	12199 12199 12199 12199 12199 12199
Check 12200 101-000-231-070 P/R Deductions-Deferred Comp 101-000-231-070 P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP MASS MUTUAL FINANCIAL GROUP Total For Check 12200	P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22	16,419.50 645.00 17,064.50	12200 12200
Check 12201 101-000-228-021 Due to State-W/H Tax (GC) 499-000-228-021 Due to State-W/H Tax (GC) 525-000-228-021 State Tax W/H-General City	STATE OF MICHIGAN TREASURY DEPT STATE OF MICHIGAN TREASURY DEPT STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY Total For Check 12201	P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22 09/28/22	13,007.00 72.04 124.82 13,203.86	12201 12201 12201
Check 12202 101-000-228-024 Due to Federal-W/H Tax 499-000-228-024 Due to Federal-W/H Tax 525-000-228-024 Due to Federal-W/H Tax	U.S. TAX ACCOUNT U.S. TAX ACCOUNT U.S. TAX ACCOUNT	US TAX ACCOUNT US TAX ACCOUNT US TAX ACCOUNT Total For Check 12202	P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22 09/28/22	39,648.53 62.76 76.26 39,787.55	12202 12202 12202
Check 12203 101-000-227-000 Due to Public Library	BACON MEMORIAL LIBRARY	TAX DIST LIBRARY SUMMER Total For Check 12203	SUMMER 2022	09/28/22	559,785.71 559,785.71	12203
Check 12204 101-000-223-000 Due to County 101-000-224-000 Due to RESA 101-000-224-024 Due to RESA - Enhancement Millage 101-000-226-000 Due to Special Education 101-000-228-000 Due to State (SET)	OFFICE OF THE WAYNE COUNTY OFFICE OF THE WAYNE COUNTY OFFICE OF THE WAYNE COUNTY OFFICE OF THE WAYNE COUNTY OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY TAX DIST WAYNE COUNTY Total For Check 12204	SUMMER 2022 SUMMER 2022 SUMMER 2022 SUMMER 2022 SUMMER 2022	09/28/22 09/28/22 09/28/22 09/28/22 09/28/22	1,565,522.77 35,432.38 815,752.56 1,386,868.28 2,488,240.50 6,291,816.49	12204 12204 12204 12204 12204
Check 12205 101-000-225-000 DUE TO WYAN SCHOOL BOARD-OPER 101-000-225-025 Due to Wyan School Board-Debt 101-000-225-030 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 12205	SUMMER 2022 SUMMER 2022 SUMMER 2022	09/28/22 09/28/22 09/28/22	766,384.73 649,220.34 318,810.14 1,734,415.21	12205 12205 12205
Check 12206 101-000-228-010 Due to FICA/Medicare 101-000-228-010 Due to FICA/Medicare	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE Total For Check 12206	SPEC PAYROLL 10/5/22 SPEC PAYROLL 10/5/22	10/05/22 10/05/22	10,492.14 4,088.50 14,580.64	12206 12206
Check 12207 101-000-228-021 Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY Total For Check 12207	SPEC PAYROLL 10/5/22	10/05/22	5,772.70 5,772.70	12207
Check 12208 101-000-228-024 Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT Total For Check 12208	SPEC PAYROLL 10/5/22	10/05/22	20,677.61 20,677.61	12208
Check 12209 101-750-750-220 Operating Expenses	ACEE DEUCEE PORTA CAN	FOP & BISHOP PORTA CANS Total For Check 12209	139980	10/05/22	460.00 460.00	12209
Check 12210 101-448-825-420 Building Services 101-448-825-420 Building Services	ADVANTAGE PEST CONTROL ADVANTAGE PEST CONTROL	PEST CONTROL AUGUST PEST CONTROL POLICE JULY 22 Total For Check 12210	POLICE AUGUST 22 POLICE JULY 22	10/05/22 10/05/22	175.00 175.00 350.00	12210 12210
Check 12211 202-440-825-460 Resurfacing 492-200-825-460 Resurfacing	AL'S ASPHALT PAVING CO INC AL'S ASPHALT PAVING CO INC	EE#11 2022 HMA RESURFACING PROJECT FILE #4800 EE#11 2022 HMA RESURFACING PROJECT FILE #4800	RESURFACING RESURFACING	10/05/22 10/05/22	110,798.82 630.00	12211 12211

GL Number Inv.	Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Total For Check 12211			111,428.82	
Check 12212 101-000-257-069 Rese	erve-Civil Reimb (Police Equip)	ALL TRAFFIC SOLUTIONS INC	(2) DRAGONEYE SPEEDLIDAR Total For Check 12212	SIN034200	10/05/22	4,320.00 4,320.00	12212
	age-Operating Expenses age-Operating Expenses	ALLSTATE INDUSTRIAL EQUIPMENT ALLSTATE INDUSTRIAL EQUIPMENT	STOCK WELDING ROD STOCK WELD ING ROD Total For Check 12213	563079 563078	10/05/22 10/05/22	53.50 31.49 84.99	12213 12213
Check 12214 101-336-825-490 Bldg	g & Equip Maintenance	APOLLO FIRE EQUIPMENT	SPECTACLE KIT, G1 FACEPIECES Total For Check 12214	110044	10/05/22	432.74 432.74	12214
Check 12215 101-336-750-220 Ope	erating Expenses	BAKERS GAS & WELDING SUPPLIES	PROPANE Total For Check 12215	0001753505	10/05/22	22.64	12215
Check 12216 101-810-825-390 Con	sultants	BECKETT & RAEDER INC	PROFESSIONAL SERVICE FEES AND EXPENSES FOR FEB, MAR & APR Total For Check 12216	2022412	10/05/22	1,113.75 1,113.75	12216
	peration & Maintenance	BERESFORD COMPANY	HORIZONTAL BADGE CASES Total For Check 12217	72144	10/05/22	83.49 83.49	12217
Check 12218 402-301-850-530 Veh	icles	BERGER CHEVROLET	2022 CHEVROLET TAHOE VIN: 1GNSKLEDONR266757 Total For Check 12218	266757	10/05/22	38,972.00 38,972.00	12218
Check 12219 101-336-750-222 Mec	dical/Rescue Supplies	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES Total For Check 12219	84677942	10/05/22	1,329.62 1,329.62	12219
Check 12220 101-301-825-330 Priss 101-301-825-330 Priss 101-301-825-330 Priss 101-301-825-330 Priss 101-301-825-330 Priss 101-301-825-330 Priss 101-301-825-330 Priss	oner Care oner Care oner Care oner Care oner Care oner Care oner Care	BROWN'S VILLAGE CLEANERS BROWN'S VILLAGE CLEANERS	CLEANING PRISONER BLANKETS & 1 ROBE CLEANING PRISONER BLANKETS CLEANING PRISONER BLANKETS Total For Check 12220	12362 12381 12498 12527 12685 12770 12823 12921 13004	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	50.00 18.00 48.00 3.00 60.00 9.00 33.00 42.00 30.00 293.00	12220 12220 12220 12220 12220 12220 12220 12220 12220 12220
Check 12221 260-136-825-229 MID 260-136-825-229 MID 260-136-825-229 MID 260-136-825-229 MID 260-136-825-229 MID 260-136-825-229 MID	DC Attorneys DC Attorneys DC Attorneys DC Attorneys DC Attorneys	CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 12221	09222022 09262022 09202022 09212022 09162022 09192022 09272022	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	425.00 225.00 550.00 600.00 350.00 425.00 125.00 2,700.00	12221 12221 12221 12221 12221 12221 12221 12221
Check 12222 101-303-825-920 Wat	ter	CITY OF SOUTHGATE	14300 REAUME PKWY, SOUTHGATE Total For Check 12222	402-00940-00	10/05/22	251.20 251.20	12222
Check 12223 499-200-850-544 DOV	WNTOWN FIXTURES	CONRAD ALEXANDER LUSTIG	SCULPTURE PAINTINGS 2022 Total For Check 12223	09292022	10/05/22	1,800.00 1,800.00	12223
Check 12224 101-756-825-430 Con	tractual Services	CONTI CORPORATION	FIXED AC IN WARMING AT YACK Total For Check 12224	810023653	10/05/22	1,722.21 1,722.21	12224

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
Check 12225 101-440-750-220 Operating Expenses	CONTRACTORS CONNECTION	AERVOE FL GREEN/AERVOE FL ORANGE MARKING PAINT Total For Check 12225	7169178	10/05/22	333.00 12225 333.00
Check 12226 101-448-750-261 Garage-Gasoline & Oil	CORRIGAN OIL CO	DIESEL FUEL DPS 3.9380 PER GALLON 9,603.00 TOTAL GALLONS Total For Check 12226	7624427-IN	10/05/22	37,952.74 12226 37,952.74
Check 12227 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys	CORY P WESTMORELAND CORY P WESTMORELAND CORY P WESTMORELAND CORY P WESTMORELAND CORY P WESTMORELAND	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 12227	09252022 09262022 09192022 09212022 09272022	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	200.00 12227 550.00 12227 350.00 12227 250.00 12227 200.00 12227 1,550.00
Check 12228 101-000-257-050 Reserve-Donations for Justin Lanagan 101-750-825-490 Field Maintenance & Supplies	CROWN TROPHY CROWN TROPHY	LANAGAN & CARROLL PLAQUES LANAGAN & CARROLL PLAQUES Total For Check 12228	1526 1526	10/05/22 10/05/22	198.00 12228 198.00 12228 396.00
Check 12229 101-303-825-220 Operating Expenses	DEPENDABLE DOOR	DCAC - REPAIR TO DOOR AT SOUTHGATE LOCATION Total For Check 12229	11981	10/05/22	160.00 12229 160.00
Check 12230 101-440-750-210 Office Supplies	DES MOINES STAMP MFG CO	HD DATER 2360 2 COLOR Total For Check 12230	1206702	10/05/22	71.00 12230 71.00
Check 12231 101-301-825-430 Equipment Maintenance	DETECTION SYSTEMS & ENGINEERING INC	RE-INSTALLED SOME CAMERA VIEWS Total For Check 12231	49626	10/05/22	290.00 12231 290.00
Check 12232 530-444-825-220 Operating Expenses-Bank Bldg	DIEBOLD INCORPORATED	SERVICE CALL Total For Check 12232	503041896	10/05/22	1,859.45 12232 1,859.45
Check 12233 101-440-825-490 C of C Inspectors	DOUGLAS SCOTT THOMAS	INSPECTIONS Total For Check 12233	09122022-09252022	10/05/22	278.00 12233 278.00
Check 12234 101-448-825-431 Garage-Other Vehicle Maintenance 101-448-825-431 Garage-Other Vehicle Maintenance	DOWNRIVER HITCH & TRUCK DOWNRIVER HITCH & TRUCK	STOCK PLOW BLADES DPS FRONT HITCH FOR VPS 11 VIN 1FT7X2B62LEE37397 Total For Check 12234	16569 16570	10/05/22 10/05/22	1,051.62 12234 349.00 12234 1,400.62
Check 12235 101-448-750-211 Safety Equipment 101-448-750-211 Safety Equipment 101-448-750-211 Safety Equipment 101-448-750-220 Sanitation-Operating Expenses	DUFFENS OPTICAL DUFFENS OPTICAL DUFFENS OPTICAL DUFFENS OPTICAL	MEHI SAFETY GLASSES 8-12-22 POWERS SAFETY GLASSES MEADE SAFETY GLASSES 8-19-22 VERDUCE SAFETY GLASSES 8-23-22 Total For Check 12235	359596754-2997340 360175414-3000122 360497849-3003310 360952223-3002931	10/05/22 10/05/22 10/05/22 10/05/22	212.37         12235           128.37         12235           108.42         12235           202.37         12235           651.53
Check 12236 499-200-850-539 Beautification Commission 499-200-805-539 Beautification Commission 499-200-925-802 Farmers Market	ECKERT'S GREENHOUSE INC ECKERT'S GREENHOUSE INC ECKERT'S GREENHOUSE INC	GARDEN MUMS FALL MUM PLANTING, WRAP AROUND BASKETS FALL MUM PLANTING, WRAP AROUND BASKETS Total For Check 12236	10-20519 10-20520 10-20520	10/05/22 10/05/22 10/05/22	120.00 12236 1,116.00 12236 18.00 12236 1,254.00
Check 12237 101-440-825-490 C of C Inspectors 101-440-825-491 Electrical Inspectors	EDWARD & BONNIE RINGLER EDWARD & BONNIE RINGLER	INSPECTIONS INSPECTIONS Total For Check 12237	09122022-09252022 09122022-09252022	10/05/22 10/05/22	666.50 12237 270.00 12237 936.50
Check 12238 101-845-750-490 Test Administration	EMPCO INC	TEST S&H ONLY - NO TEST GIVEN Total For Check 12238	5342	10/05/22	25.00 12238 25.00

Check 12239

10/05/2022

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
101-448-750-270 Building Maintenance	EXPERT MECHANICAL SERVICE INC	PREVENTATIVE MAINTENACE ON ALL HVAC UNITS WITH FILTER CHANGE	517622	10/05/22	2,576.48 12239
101-448-750-270 Building Maintenance	EXPERT MECHANICAL SERVICE INC	EMERGENCY SERVICE ON HVAC #1 BLOWER LOCKED UP AND HAD TO REPLACE BLOWER MOTOR AT POLICE STATION	517623	10/05/22	2,965.02 12239
530-444-825-220 Operating Expenses-Bank Bldg	EXPERT MECHANICAL SERVICE INC	FOLLOW UP REPAIRS	517518	10/05/22	2,250.00 12239
530-444-825-220 Operating Expenses-Bank Bldg	EXPERT MECHANICAL SERVICE INC	VAV 3-01 CONTROLLER REPLACEMENT	517519	10/05/22	1,890.00 12239
		Total For Check 12239			9,681.50
Check 12240					
101-303-825-220 Operating Expenses	FEED RITE PET SHOP & SUPPLY	DCAC - KITTEN FOOD Total For Check 12240	358945	10/05/22	<u>39.99</u> 12240 39.99
Check 12242					
101-448-750-260 Garage-Operating Expenses	GE SOFTWARE, INC.	FUEL SYSTEM SUPPORT DPPS	208126	10/05/22	960.00 12242
		Total For Check 12242			960.00
Check 12243 260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09132022	10/05/22	400.00 12243
260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09152022	10/05/22	350.00 12243
260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09162022	10/05/22	175.00 12243
260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09192022	10/05/22	175.00 12243
260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09202022	10/05/22	300.00 12243
260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09212022	10/05/22	350.00 12243
260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	09222022	10/05/22	500.00 12243
		Total For Check 12243			2,250.00
Check 12244					
101-301-825-430 Equipment Maintenance	HERKIMER RADIO SERVICE	VEH. 7-11 REPLACEMENT OF OLD COMPUTER EQUIPMENT	28930	10/05/22	360.00 12244
101-301-825-430 Equipment Maintenance	HERKIMER RADIO SERVICE	VEH. 7-10 REPLACEMENT OF OLD COMPUTER EQUIPMENT	090122	10/05/22	360.00 12244
101-301-825-430 Equipment Maintenance	HERKIMER RADIO SERVICE	VEH. 7-19 SWAPPED OLD COMPUTER EQUIP. FOR NEW	28902	10/05/22	360.00 12244
101-301-825-430 Equipment Maintenance	HERKIMER RADIO SERVICE	VEH. 7- 7 SWAPPED OLD COMPUTER EQUIP. FOR NEW	28903	10/05/22	360.00 12244
101-301-825-430 Equipment Maintenance	HERKIMER RADIO SERVICE	VEH. 7-1 SWAPPED OLD COMPUTER EQUIP. FOR NEW Total For Check 12244	28904	10/05/22	360.00 12244 1,800.00
Check 12245					
530-444-825-420 Maintenance-Bank Bldg	HOMESPUN FURNITURE INC.	CARPET TILE INSTALLED IN 2 ELEVATOR CABS AT CITY HALL	68674	10/05/22	562.79 12245
330-444-623-420 Waliteliance-balk blug	HOMESPON FORMITORE INC.	Total For Check 12245	08074	10/03/22	562.79
Check 12246					
101-301-825-430 Equipment Maintenance	ID NETWORKS	ANNUAL SERVICE MAINTENANCE FEE FOR THE LIVESCAN SYSTEM 10/1/22 THRU 9/30/23 Total For Check 12246	279816	10/05/22	3,495.00 12246 3,495.00
					3,433.00
Check 12247	J & R TRACTOR		6640	40/05/22	352.89 12247
101-448-825-431 Garage-Other Vehicle Maintenance	J & R TRACTOR	STOCK WHEELS FOR LAWN MOWERS DPS Total For Check 12247	6640	10/05/22	352.89 12247 352.89
Check 12248					
101-750-825-430 Contractual Services	J C EHRLICH	PEST CONTROL FOR COPELAND	26634294	10/05/22	56.50 12248
		Total For Check 12248			56.50
Check 12249					
499-200-850-544 DOWNTOWN FIXTURES	JAMES KEITH COLEMAN	DOWNTOWN SCULPTURE 2ND PAYMENT Total For Check 12249	09292022	10/05/22	7,500.00 12249 7,500.00
Check 12250					
101-440-725-115 Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEWS	09122022-09252022	10/05/22	777.00 12250
		Total For Check 12250	05122022 05252022	10/03/22	777.00
Check 12251					
101-440-825-490 C of C Inspectors	JEFF EVANS	INSPECTIONS	09122022-09252022	10/05/22	294.50 12251
		Total For Check 12251			294.50
Check 12252		NER CONC	00442022 202222	40/05/22	070 50
101-440-825-490 C of C Inspectors	JEFFERY CARLEY	INSPECTIONS	09112022-09252022	10/05/22	970.50 12252
		Total For Check 12252			970.50
Check 12253 101-448-750-270 Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES DPS	76378	10/05/22	4.74 12253
101-448-750-270 Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES DES	76381	10/05/22	18.99 12253
101-448-750-270 Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES PILOCIE STATION SHOP SUPPLIES DPS	76428	10/05/22	16.14 12253
101-750-825-490 Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76433	10/05/22	183.98 12253
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GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-750-825-490 Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76408	10/05/22		12253
101-750-825-490 Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC. SUPPLIES	76351	10/05/22	176.79	12253
101-750-825-490 Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76363	10/05/22	46.80	12253
101-750-825-490 Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76414	10/05/22	295.25	12253
101-750-825-490 Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76389	10/05/22	54.14	12253
101-756-825-420 Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	MISC SUPPLIES	76430	10/05/22	36.64	12253
101-756-825-420 Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	MISC SUPPLIES	76429	10/05/22	15.18	12253
101-756-825-420 Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	MISC SUPPLIES	76417	10/05/22	33.39	12253
		Total For Check 12253			995.24	
					555.24	
Check 12254	JOHN DARIN	REIMBURSEMENT FOR REGISTRATON FEE FOR BCSEM	DARIN SEPT2022	10/05/22	17.50	12254
499-200-850-539 Beautification Commission	JOHN DAKIN		DARIN SEF 12022	10/03/22	17.50	12234
		Total For Check 12254			17.50	
Check 12255						
499-200-925-802 Farmers Market	JULIE A BUTTERFIELD	MARKETS 3RD PAYMENT	1003	10/05/22	300.00	12255
499-200-925-802 Farmers Market	JULIE A BUTTERFIELD	REIMBURSEMENT 9-15-2022 PURCHASE ITEMS	9212022	10/05/22	107.77	12255
499-200-925-802 Farmers Market 499-200-925-802 Farmers Market	JULIE A BUTTERFIELD	REIMBURSEMENT 9/22/2022 FOR CHASE THEMS	9262022		284.40	12255
499-200-925-802 Faimers Market	JULIE A BUTTERFIELD		9202022	10/05/22		12255
		Total For Check 12255			692.17	
Check 12256						
101-301-850-540 Other Equipment	KIESLER'S POLICE SUPPLY INC	(3) BLACK SLING QD	IN198959	10/05/22	60.63	12256
101-301-850-540 Other Equipment	KIESLER'S POLICE SUPPLY INC	ORANGE STOCK FOR SHOTGUN	IN198845	10/05/22	292.29	12256
101-301-850-540 Other Equipment	KIESLER'S POLICE SUPPLY INC	2 NEW GLOCKS FOR THE DEPARTMENT	IN198405	10/05/22	938.00	12256
		Total For Check 12256			1,290.92	
Check 12257						
101-448-750-240 Parks-Operating Expenses	LECKLER'S INC	CHAINS AND FUEL	260920	10/05/22	993.27	12257
101-448-750-242 Parks-Equipment	LECKLER'S INC	REPAIR TO 20 INCH CHAINSAW	260751	10/05/22	48.08	12257
		Total For Check 12257			1,041.35	
Check 12258						
202-440-825-460 Resurfacing	LIMB WALKERS TREE & SNOW	EE#3 2022 TREE CUTTING, TREE TRIMMING AND STUMP REMOVAL FILE #4826	TREE TRIMMING	10/05/22	2,925.00	12258
		Total For Check 12258			2,925.00	
Check 12259						
492-200-850-548 Roof/Building Repairs	LUTZ ROOFING COMPANY, INC.	WYANDOTTE POLICE DEPARTMENT	47863002	10/05/22	145,662.62	12259
		Total For Check 12259			145,662.62	
					145,002.02	
Check 12260						
Check 12260 101-440-825-490 C of C Inspectors	MARK KUSIAK	INSPECTIONS	09122022-09252022	10/05/22	177.50	12260
Check 12260 101-440-825-490 C of C Inspectors	MARK KUSIAK	INSPECTIONS	09122022-09252022	10/05/22	177.50	12260
	MARK KUSIAK	INSPECTIONS Total For Check 12260	09122022-09252022	10/05/22	177.50 177.50	12260
101-440-825-490 C of C Inspectors	MARK KUSIAK		09122022-09252022	10/05/22		12260
101-440-825-490 C of C Inspectors Check 12261		Total For Check 12260			177.50	
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance	MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK	158	10/05/22	177.50 400.00	12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance	MILES POWER WASH INC MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION	158 159	10/05/22 10/05/22	177.50 400.00 800.00	12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance	MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK	158	10/05/22	177.50 400.00 800.00 250.00	12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance	MILES POWER WASH INC MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION	158 159	10/05/22 10/05/22	177.50 400.00 800.00	12261 12261
101-440-825-490     C of C Inspectors       Check 12261     Building Maintenance       101-448-750-270     Building Maintenance       101-448-750-270     Building Maintenance	MILES POWER WASH INC MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK	158 159	10/05/22 10/05/22	177.50 400.00 800.00 250.00	12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261	158 159 160	10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00	12261 12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH	158 159 160 859 867 5TH	10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00	12261 12261 12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH	158 159 160	10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00 25.00	12261 12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH	158 159 160 859 867 5TH	10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00	12261 12261 12261 12261
101-440-825-490C of C InspectorsCheck 12261Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262Building Maintenance492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH	158 159 160 859 867 5TH	10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00 25.00	12261 12261 12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262	158 159 160 859 867 5TH	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00 25.00	12261 12261 12261 12261
101-440-825-490C of C InspectorsCheck 12261Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262Building Maintenance492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH	158 159 160 859 867 5TH	10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00 25.00 50.00	12261 12261 12261 12261
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property 492-000-650-040 Misc Fees-Sale of Property Check 12263	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262	158 159 160 859 867 5TH 862 4TH	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00 25.00 50.00	12261 12261 12261 12262 12262 12262
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property 492-000-650-040 Misc Fees-Sale of Property Check 12263 101-301-750-220 Operating Expenses	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22	158 159 160 859 867 5TH 862 4TH 2341663	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 1,450.00 25.00 50.00 53.00	12261 12261 12261 12262 12262 12262
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property 492-000-650-040 Misc Fees-Sale of Property Check 12263 101-301-750-220 Operating Expenses	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICLING STATION POWERWASH PAVILLION BASEP PARK Total For Check 12261 RELEASE LIEN FORMER 859 STH AND 867 STH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22	158 159 160 859 867 5TH 862 4TH 2341663	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 25.00 25.00 25.00 25.00 50.00 53.00 53.00	12261 12261 12261 12262 12262 12262
101-440-825-490C of C InspectorsCheck 12261101-448-750-270Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of PropertyCheck 12263101-301-750-220101-301-750-220Operating Expenses101-301-750-220Operating Expenses	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22	158 159 160 859 867 5TH 862 4TH 2341663	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 25.00 25.00 25.00 25.00 50.00 53.00 53.00	12261 12261 12261 12262 12262 12262
101-440-825-490       C of C Inspectors         Check 12261       101-448-750-270         101-448-750-270       Building Maintenance         Check 12262       492-000-650-040         Misc Fees-Sale of Property       492-000-650-040         Check 12263       101-301-750-220         Operating Expenses       101-301-750-220         Operating Expenses       101-301-750-220         Check 12264       Check 12264	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263	158 159 160 859 867 5TH 862 4TH 2341663 2342164	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 25.00 25.00 25.00 25.00 50.00 50.00 53.00 53.00 106.00	12261 12261 12261 12262 12262 12262 12263
101-440-825-490C of C InspectorsCheck 12261101-448-750-270Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of PropertyCheck 12263101-301-750-220101-301-750-220Operating Expenses101-301-750-220Operating Expenses	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE	158 159 160 859 867 5TH 862 4TH 2341663	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 1,450.00 25.00 50.00 50.00 53.00 106.00 93.00	12261 12261 12261 12262 12262 12262
101-440-825-490 C of C Inspectors Check 12261 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance Check 12262 492-000-650-040 Misc Fees-Sale of Property 492-000-650-040 Misc Fees-Sale of Property Check 12263 101-301-750-220 Operating Expenses 101-301-750-220 Operating Expenses	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263	158 159 160 859 867 5TH 862 4TH 2341663 2342164	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 25.00 25.00 25.00 25.00 50.00 50.00 53.00 53.00 106.00	12261 12261 12261 12262 12262 12262 12263
101-440-825-490C of C InspectorsCheck 12261101-448-750-270Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of PropertyCheck 12263101-301-750-220101-301-750-220Operating Expenses101-301-750-220Operating ExpensesCheck 12264677-756-825-340Employee Physical Exams	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 5TH AND 867 5TH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE	158 159 160 859 867 5TH 862 4TH 2341663 2342164	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 1,450.00 25.00 50.00 50.00 53.00 106.00 93.00	12261 12261 12261 12262 12262 12262 12263
101-440-825-490       C of C Inspectors         Check 12261       101-448-750-270         101-448-750-270       Building Maintenance         Check 12262       492-000-650-040         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Operating Expenses         101-301-750-220       Operating Expenses         101-301-750-230       Employee Physical Exams         Check 12264       677-756-825-340       Employee Physical Exams         Check 12265       Misc Page Physical Exams       Misc Page Physical Exams	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 STH AND 867 STH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE Total For Check 12264	158 159 160 859 867 5TH 862 4TH 2341663 2342164 714486683	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 25.00 25.00 50.00 50.00 53.00 53.00 93.00 93.00	12261 12261 12261 12262 12262 12263 12263 12263
101-440-825-490C of C InspectorsCheck 12261101-448-750-270Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of PropertyCheck 12263101-301-750-220Operating Expenses101-301-750-220Operating ExpensesCheck 12264677-756-825-340Employee Physical Exams	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 STH AND 867 STH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE Total For Check 12264 BAUMDRANER-RINNA, AUTUMN (NEW HIRE)	158 159 160 859 867 5TH 862 4TH 2341663 2342164	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 25.00 25.00 50.00 50.00 53.00 53.00 93.00 93.00 93.00 46.00	12261 12261 12261 12262 12262 12262 12263
101-440-825-490       C of C Inspectors         Check 12261       101-448-750-270         101-448-750-270       Building Maintenance         Check 12262       492-000-650-040         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Operating Expenses         101-301-750-220       Operating Expenses         101-301-750-230       Employee Physical Exams         Check 12264       677-756-825-340       Employee Physical Exams         Check 12265       Misc Page Physical Exams       Misc Page Physical Exams	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 STH AND 867 STH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE Total For Check 12264	158 159 160 859 867 5TH 862 4TH 2341663 2342164 714486683	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 25.00 25.00 50.00 50.00 53.00 53.00 93.00 93.00	12261 12261 12261 12262 12262 12263 12263 12263
101-440-825-490C of C InspectorsCheck 12261Dui-448-750-270Building Maintenance101-448-750-270Building Maintenance101-448-750-270Building MaintenanceCheck 12262Building Maintenance492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of Property492-000-650-040Misc Fees-Sale of PropertyCheck 12263Diradition (Statemark)101-301-750-220Operating Expenses101-301-750-220Operating Expenses101-301-750-230Employee Physical ExamsCheck 12264677-756-825-340677-225-825-340Employee Physical Exams	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 STH AND 867 STH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE Total For Check 12264 BAUMDRANER-RINNA, AUTUMN (NEW HIRE)	158 159 160 859 867 5TH 862 4TH 2341663 2342164 714486683	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 250.00 25.00 25.00 50.00 50.00 53.00 53.00 93.00 93.00 93.00 46.00	12261 12261 12261 12262 12262 12263 12263 12263
101-440-825-490       C of C Inspectors         Check 12261       101-448-750-270         101-448-750-270       Building Maintenance         Check 12262       492-000-650-040         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Misc Fees-Sale of Property         492-000-650-040       Operating Expenses         101-301-750-220       Operating Expenses         101-301-750-230       Employee Physical Exams         Check 12264       677-756-825-340       Employee Physical Exams         Check 12265       Misc Page Physical Exams       Misc Page Physical Exams	MILES POWER WASH INC MILES POWER WASH INC MILES POWER WASH INC MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	Total For Check 12260 POWERWASH REAR OF POLICE STATION DOORS WINDOWS SIDEWALK POWERWASH POLICE STATION POWERWASH PAVILLION BASF PARK Total For Check 12261 RELEASE LIEN FORMER 859 STH AND 867 STH RECORD EASEMENT FOR WATER MAIN 862 4TH Total For Check 12262 MAT RENTAL SERVICE 9/9/22 MAT RENTAL SERVICE 9/9/22 Total For Check 12263 STESIAK, VERONICA - NEW HIRE Total For Check 12264 BAUMDRANER-RINNA, AUTUMN (NEW HIRE)	158 159 160 859 867 5TH 862 4TH 2341663 2342164 714486683	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	177.50 400.00 800.00 250.00 1,450.00 25.00 50.00 50.00 53.00 53.00 93.00 93.00 93.00 46.00 46.00	12261 12261 12261 12262 12262 12263 12263 12263

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Che	eck #
		Total For Check 12266			501.69	
Check 12267 499-200-850-520 Viaduct Maintenance	P & P LANDSCAPING LLC	VIADUCT PHASE 2 PLANTING Total For Check 12267	9292022	10/05/22	45,641.74 12 45,641.74	2267
Check 12268 590-200-926-310 Operation,Maintenance & Replacement	PIZZO DEVELOPMENT GROUP LLC	EMERGENCY SEWER REPAIR 693 ANTOINE Total For Check 12268	SEWER REPAIR	10/05/22	7,940.00 12 7,940.00	2268
Check 12269 101-448-825-431 Garage-Other Vehicle Maintenance	POMP'S TIRE SERVICE	TIRE MOUNTING Total For Check 12269	1470039240	10/05/22	21.20 12 21.20	2269
Check 12270 101-440-750-210 Office Supplies	PURE DATA SERVICES, LLC	BIN 96 GAL - ENGINEERING Total For Check 12270	7672	10/05/22	50.00 12 50.00	2270
Check 12271 101-448-750-270 Building Maintenance	PURE MITTEN AIR DUCT CLEANING, LLC	DUCT CLEANING 1093 FORD Total For Check 12271	543	10/05/22	1,100.00 12 1,100.00	2271
Check 12272 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-825-430 Garage-Police Vehicle Maintenance	PUROCLEAN FIRST RESPONDERS PUROCLEAN FIRST RESPONDERS PUROCLEAN FIRST RESPONDERS PUROCLEAN FIRST RESPONDERS	BILL FOR CLEANING UP TARD AT 3523-20TH CLEAN UP VOMIT IN CELL 12 AT POLICE STATION CLEAN UP CELL 12 BLOOD ON WALLS, FLOOR AND BEDS AT POLICE STATION CLEANING OF CAR 7-10 Total For Check 12272	4352 4450 4101 4451	10/05/22 10/05/22 10/05/22 10/05/22	200.00 12 1,605.00 12	2272 2272 2272 2272 2272
Check 12273 101-301-750-220 Operating Expenses 101-301-750-223 MIOSHA Requirements 101-301-80-540 Other Equipment 101-448-750-270 Building Maintenance	QUALITY FIRST AID & SAFETY INC QUALITY FIRST AID & SAFETY INC QUALITY FIRST AID & SAFETY INC QUALITY FIRST AID & SAFETY INC	REPLENISH FIRST AID KIT REPLENISH FIRST AID KIT FIRST AID KITS FOR PATROL VEHICLES 1ST ADD SUPPLIES FOR DPS Total For Check 12273	KB-009576 KB-009576 73402 KB-009571	10/05/22 10/05/22 10/05/22 10/05/22	24.25 12 754.49 12	2273 2273 2273 2273
Check 12274 101-750-750-221 Senior Citizen Programs 101-750-825-430 Contractual Services	QUINT PLUMBING & HEATING INC QUINT PLUMBING & HEATING INC	WORK DONE AT COPELAND CENTER WORK DONE AT COPELAND CENTER Total For Check 12274	75715 75715	10/05/22 10/05/22		2274 2274
Check 12275 101-448-825-431 Garage-Other Vehicle Maintenance	RESEARCH WAY LLC	IGNITION SWITCH FOR VPS 123 VIN 161D020 Total For Check 12275	21948	10/05/22	26.32 12 26.32	2275
Check 12276 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys	RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY TOTAI FOr Check 12276	09192022 09212022 09132022 09132022 09152022 09152022 09232022 09232022 09272022	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	350.00         12           250.00         12           175.00         12           425.00         12           275.00         12           125.00         12           275.00         12           275.00         12           200.00         12	2276 2276 2276 2276 2276 2276 2276 2276
Check 12277 101-448-750-270 Building Maintenance	ROCKET ENTERPRISE INC.	REPLACEMENT BUNTING FOR MUSEUM Total For Check 12277	172697	10/05/22	803.00 12 803.00	2277
Check 12278 101-750-825-490 Field Maintenance & Supplies	S & D FIELD SERVICES	REPLACEMENT STRAP FOR SWING Total For Check 12278	11530	10/05/22	371.20 12 371.20	2278
Check 12279 101-301-750-210 Office Supplies 101-301-850-540 Other Equipment	SAM'S CLUB SAM'S CLUB	(2) SRO REFRIGERATORS & MISC. OFFICE SUPPLIES (2) SRO REFRIGERATORS & MISC. OFFICE SUPPLIES	000000 000000	10/05/22 10/05/22		2279 2279

GL Number Inv. Line	e Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-303-825-220 Operati	ing Expenses	SAM'S CLUB	DCAC - MISC. SUPPLIES Total For Check 12279	8081	10/05/22	188.49 660.65	12279
Check 12280 590-200-926-310 Operation	ion,Maintenance & Replacement	SEMCOG	2022 DMA DUES Total For Check 12280	INV01385	10/05/22	500.00 500.00	12280
Check 12281 101-448-825-431 Garage-	Other Vehicle Maintenance	SHRADER TIRE & OIL	STOCK LAWN MOWER TIRES Total For Check 12281	22-0700783-00	10/05/22	294.00 294.00	12281
Check 12282 101-448-825-480 Parks-M 101-448-825-480 Parks-M 101-448-825-483 Contrac 101-448-825-483 Contrac 101-448-825-483 Contrac 101-448-825-483 Contrac 101-448-825-483 Contrac	Aemorial Park Grass Cutting ted Grass Cutting - Private ted Grass Cutting - Private ted Grass Cutting - Private ted Grass Cutting - Private ted Grass Cutting - Private	SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC SKARZYNSKI'S LANDSCAPING LLC	CEMETERY CUT CEMETERY CUT HIGH GRASS CUTS HIGH GRASS CUTS HIGH GRASS CUTS HIGH GRASS CUTS HIGH GRASS CUTS HIGH GRASS CUTS Total For Check 12282	2040 2046 2042 2043 2044 2045 2045 2041 2047	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	550.00 550.00 350.00 650.00 750.00 150.00 750.00 25.00 3,775.00	12282 12282 12282 12282 12282 12282 12282 12282 12282
Check 12283 101-448-825-431 Garage-	Other Vehicle Maintenance	SOUTHGATE BIKE & MOWER	NEW STARTER FOR VPS 123 VIN 1601D020 Total For Check 12283	9384	10/05/22	279.99 279.99	12283
Check 12284 101-756-750-225 Concess	sion Supplies	SYSCO FOOD SERVICE	FOOD FOR YACK CONCESSION Total For Check 12284	458842756	10/05/22	1,548.04 1,548.04	12284
Check 12285 101-136-750-228 Regiona	al Wellness & Recovery Court	THE LAW OFFICE OF MATTHEW MILETO	Q4 MILETO SEPTEMBER INVOICE Total For Check 12285	007	10/05/22	600.00 600.00	12285
Check 12286 101-845-750-230 Postage	2	THE UPS STORE-#4826	MAILING TO EMPCO_CITY CLERK FOR CIVIL SERVICE COMM. Total For Check 12286	126A889E0351457207	10/05/22	13.33 13.33	12286
Check 12287 499-200-850-517 Masonio	c Temple Project	THOMAS M ROBERTS ARCHITECT LLC	DCA MASTER PLANNING FINAL PAYMENT Total For Check 12287	22006.2	10/05/22	8,000.00 8,000.00	12287
Check 12288 101-440-825-490 C of C Ir 101-440-825-492 Plumbir 101-440-825-493 Mechan	ng Inspectors	ТІМОТНҮ THOMPSON ТІМОТНҮ THOMPSON ТІМОТНҮ THOMPSON	INSPECTIONS INSPECTIONS INSPECTIONS Total For Check 12288	09122022-09252022 09122022-09252022 09122022-09252022	10/05/22 10/05/22 10/05/22	270.00 300.00 490.00 1,060.00	12288 12288 12288
Check 12289 101-301-825-371 HTE Ma	intenance	TYLER TECHNOLOGIES, INC.	THERMAL BARCODE PRINTER, THERMAL TRANS. LABELS, RIBBON Total For Check 12289	130-129000A	10/05/22	1,570.00 1,570.00	12289
Check 12290 101-750-750-210 Office S 101-750-750-210 Office S 101-750-750-220 Operatii 101-756-750-210 Office S	upplies ng Expenses upplies		OFFICE CHAIR, MAT & RUG OFFICE SUPPLIES OFFICE CHAIR, MAT & RUG OFFICE SUPPLIES Total For Check 12290	154054872 154054935 154054872 154054935	10/05/22 10/05/22 10/05/22 10/05/22	399.98 92.91 175.00 720.00 1,387.89	12290 12290 12290 12290
101-440-825-490 C of C lr 101-440-825-491 Electrica		WALTER CZARNIK WALTER CZARNIK	INSPECTIONS INSPECTIONS Total For Check 12291	09122022-09252022 09122022-09252022	10/05/22 10/05/22	410.00 1,120.00 1,530.00	12291 12291
Check 12292 101-209-825-345 DCA-Co	intractual Services	WCA ASSESSING LLC	CONTRACTUAL ASSESSING SERVICES Total For Check 12292	WCA09192022	10/05/22	17,436.83 17,436.83	12292

Check 12293

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101-448-750-231	Const-Signage,Striping,Barricades Const-Signage,Striping,Barricades Const-Signage,Striping,Barricades	WENSCO SIGN SUPPLY WENSCO SIGN SUPPLY WENSCO SIGN SUPPLY	INK FOR ROLAND PRINTER SUPPLIES FOR THE SIGN SHOP VINYL FOR ROLAND PRINTER Total For Check 12293	3562504 3562642 3564182	10/05/22 10/05/22 10/05/22	1,145.55 12293 1,049.14 12293 691.92 12293 2,886.61
Check 12294 101-336-850-540 101-336-850-540		WEST SHORE FIRE REPAIR INC WEST SHORE FIRE REPAIR INC	BULLARD LEATHER FRONT SHIELDS FIRE HELMET WITH FACESHIELD Total For Check 12294	28493 28413	10/05/22 10/05/22	201.23 12294 309.14 12294 510.37
	3rd Friday/Downtown Event Promotions 3rd Friday/Downtown Event Promotions	WOW 360 WOW 360	COCKTAIL SHOWDOWN SPONSORSHIP 805 905 HALLOWEEN SPONSORSHIP Total For Check 12295	1163 1164	10/05/22 10/05/22	1,250.00 12295 1,250.00 12295 2,500.00
Check 152454 101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT Total For Check 152454	P/R ENDING 9/25/22	09/28/22	336.82 152454 336.82
Check 152455 101-000-231-084	Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE Total For Check 152455	P/R ENDING 9/25/22	09/28/22	3,564.58 152455 3,564.58
Check 152456 101-000-231-083	Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER Total For Check 152456	P/R ENDING 9/25/22	09/28/22	7,127.50 152456 7,127.50
Check 152457 101-000-231-030	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111 Total For Check 152457	P/R ENDING 9/25/22	09/28/22	76.00 152457 76.00
Check 152458 101-000-231-030	P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356 Total For Check 152458	P/R ENDING 9/25/22	09/28/22	1,278.32 152458 1,278.32
101-000-231-088 499-000-231-087	Pension Liability-DC (Employer) Pension Liability-DC (Employee) Pension Liability-DC (Employer) Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305 ICMA RETIREMENT CORPORATION # 107305 ICMA RETIREMENT CORPORATION # 107305 ICMA RETIREMENT CORPORATION # 107305 Total For Check 152459	P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22 09/28/22 09/28/22	8,996.54 152459 4,498.25 152459 191.28 152459 95.64 152459 13,781.71
	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 152460	P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22	9,700.30 152460 4,850.16 152460 14,550.46
Check 152461 101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES Total For Check 152461	P/R ENDING 9/25/22	09/28/22	202.05 152461 202.05
Check 152462 101-000-231-030	P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI Total For Check 152462	P/R ENDING 9/25/22	09/28/22	<u>1,169.74</u> 152462 1,169.74
	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 152463	P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22	5,875.00 152463 15.00 152463 5,890.00
Check 152464 101-000-231-030	P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN Total For Check 152464	P/R ENDING 9/25/22	09/28/22	5.00 152464 5.00
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 VANTAGE GC & DPS RHS # 801908 VANTAGE GC & DPS RHS # 801908 VANTAGE GC & DPS RHS # 801908	P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22 09/28/22 09/28/22	1,950.00 152465 1,950.00 152465 50.00 152465 50.00 152465

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Total For Check 152465			4,000.00	
	<ol> <li>Pension Liability-DC (Employer)</li> <li>Pension Liability-DC (Employee)</li> </ol>	VANTAGE POINT TRANSFER AGENTS VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119 VANTAGE POLICE AND FIRE RHS # 803119 Total For Check 152466	P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22	2,104.20 2,104.20 4,208.40	
Check 152467 101-136-825-33 101-200-825-33	1 Prosecutorial Services 0 Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK WILLIAM R LOOK Total For Check 152467	P/R ENDING 9/25/22 P/R ENDING 9/25/22	09/28/22 09/28/22	2,500.00 1,730.77 4,230.77	
	0 P/R Deductions-Section 125 Plan 0 Payroll W/H-Cancer Insurance	AMERICAN FIDELITY ASSURANCE CO AMERICAN FIDELITY ASSURANCE CO	125 PLAN CANCER & LIFE INSURANCE OCTOBER 2022 125 PLAN CANCER & LIFE INSURANCE OCTOBER 2022 Total For Check 152468	D508753 10/22 D508753 10/22	10/05/22 10/05/22	1,259.79 1,441.58 2,701.37	152468 152468
Check 152469 101-000-231-08	0 P/R Deductions-Section 125 Plan	AMERICAN HERITAGE LIFE INSURANCE CO	ALL STATE ACCIDENT PLAN COVERAGE PERIOD: 09/04/22 - 10/01/22) Total For Check 152469	W8433 092622	10/05/22	715.40	152469
Check 152470 101-448-750-270	0 Building Maintenance	ATCO INTERNATIONAL	SHOP SUPPLIES FOR DPS Total For Check 152470	10603180	10/05/22	99.16 99.16	152470
101-448-825-43 101-448-825-43 101-448-825-43 101-448-825-43 101-448-825-43 101-448-825-43 101-448-825-43 101-448-825-43	5 Work Force Operating Expenses 0 Garage-Police Vehicle Maintenance 0 Garage-Police Vehicle Maintenance 0 Garage-Police Vehicle Maintenance 0 Garage-Police Vehicle Maintenance 0 Garage-Police Vehicle Maintenance 1 Garage-Other Vehicle Maintenance 1 Garage-Other Vehicle Maintenance	AUTO VALUE RIVERVIEW AUTO VALUE RIVERVIEW	STRATER FOR WORK FORCE 7-53 VIN 1FTSS34LX9DA74234 PARTS FOR VP 7-22 VIN 1GNLC2E01CR32195 BRAKES FOR VP 7-19 VIN 1GNLCREC2FR576901 CREDIT BRAKE PADS FOR VP 7-19 VIN 1GNLC2EC2FR576901 BRAKE PADS FOR VP 7-19 VIN 1GNLC2EC2FR576901 BRAKE PADS VP 7-6 VIN 1GNSKDECLR2533590- GREASE SEALS AND GREASE CAPS FOR VPS 101 VIN 4S9PH1214GM097120 STOCK GREASE Total For Check 152471	349-292439 349-292316 349-291819 349-290865 349-290177 349-291820 349-292528 349-292199 349-292731	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	(120.00) (111.29) 63.59	152471 152471 152471 152471 152471 152471 152471 152471
101-000-471-010 101-000-471-010	Plumbing Contractor Registration     Sump, All Descriptions     Storm and Seepage Drains     BASE FEE 1111 21ST     Admin Fee	B-DRY SYSTEM OF MICHIGAN B-DRY SYSTEM OF MICHIGAN B-DRY SYSTEM OF MICHIGAN B-DRY SYSTEM OF MICHIGAN B-DRY SYSTEM OF MICHIGAN	BD Payment Refund BD Payment Refund BD Payment Refund BD Payment Refund Total For Check 152472	00038314 00038314 00038314 00038314 00038314	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	11.00 45.00	152472 152472 152472 152472 152472
	2 BASE FEE 1111 215T 2 Building Permit Fee Residential (0-250K)	B-DRY SYSTEM OF MICHIGAN INC B-DRY SYSTEM OF MICHIGAN INC	BD Payment Refund BD Payment Refund Total For Check 152473	00038315 00038315	10/05/22 10/05/22		152473 152473
Check 152474 101-000-257-06	4 BCB21-0265 1030 FORD	BRYAND AND BRANDON PECK	BD Bond Refund Total For Check 152474	BCB21-0265	10/05/22	1,000.00	152474
Check 152475 265-301-925-73(	0 Other Expenses - State	CAHILL VETERINARY HOSPITAL	K9 ICE - RIMADYL CHEWABLES Total For Check 152475	147851	10/05/22	106.88 106.88	152475
Check 152476 101-000-257-064	4 BCB21-0040 1889 15TH	CATRINA MAURICIO	BD Bond Refund Total For Check 152476	BCB21-0040	10/05/22	100.00	152476
Check 152477 101-000-257-064	4 BCB22-0051 1719 8TH	CHRISTIAN TYLER	BD Bond Refund Total For Check 152477	BCB22-0051	10/05/22	2,000.00	152477
Check 152478 101-000-651-03	5 Receipts-Copeland Rental	CHRISTINE BARRETT	REDUCTION OF COPELAND RENTAL DUE TO BROKEN HVAC Total For Check 152478	08272022	10/05/22	125.00 125.00	152478

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Check 152479							
	Rubbish Dumping Fee	CITY OF RIVERVIEW	RUBBISH DUMPING AUG 2022	88991	10/05/22		152479
	Rubbish Dumping Fee	CITY OF RIVERVIEW	DEMO DUMPING AUG 2022	88992	10/05/22		152479
	Rubbish Dumping Fee	CITY OF RIVERVIEW	BRUSH DUMPING AUG 2022	88994	10/05/22		152479
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	SWEEPINGS DUMPED AUG 2022	88993	10/05/22	253.31	152479
			Total For Check 152479			31,197.90	
Check 152480							
	Misc Rec-Booth Rental (Art Fair)	CLARAS COLLARS	WSAF ELECTRICAL DEPOSIT REIMBURSMENT	9262022	10/05/22	60.00	152480
			Total For Check 152480			60.00	
Check 152481							
	Other Equipment	CLOSE QUARTERS TACTICAL, LLC	(2) SHIELDS & (2) ENFORCER RAMS	2203	10/05/22	8.058.48	152481
			Total For Check 152481			8,058.48	
Check 152482	Deserve D'allahall	CORDINE CALLANIAN		000000000	40/05/22	<b>CO 00</b>	453403
101-000-257-104	Reserve-Pickleball	CORRINE CALLAWAY	PICKLEBALL CLASS REFUND SEPT. 2022	09262022-2	10/05/22		152482
			Total For Check 152482			60.00	
Check 152483							
101-000-257-064	BCB17-0076 285 BIDDLE	DEENA SCHEIBER	BD Bond Refund	BCB17-0076	10/05/22		152483
			Total For Check 152483			1,000.00	
Check 152484							
101-000-257-064	BCB22-0131 1727 5TH	DIANN WOLAN	BD Bond Refund	BCB22-0131	10/05/22	1,000.00	152484
			Total For Check 152484			1,000.00	
Check 152485							
	Beverage Expense (Beer)	DISCOUNT DRINKS	BEER FOR GOLF COURSE	18431	10/05/22	175.80	152485
	Beverage Expense (Beer)	DISCOUNT DRINKS	BEER FOR GOLF COURSE	18440	10/05/22		152485
525 750 750 25.	beverage expense (beer)	biscourt biantis	Total For Check 152485	10110	10/03/22	767.80	152-105
						707.00	
Check 152486							
101-000-283-030	BOT20-0008 1727 5TH	Dorchester Custom Homes	BD Bond Refund	BOT20-0008	10/05/22	1,000.00	152486
			Total For Check 152486			1,000.00	
Check 152487							
101-000-283-060	BPB22-0044 - PPLMB22-0204 842 8TH	ESQUIVEL, COURTNEY	BD Bond Refund	BPB22-0044	10/05/22	500.00	152487
			Total For Check 152487			500.00	
Check 152488							
101-000-257-064	BCB22-0100 3930 16TH	EUGENE LOGGIE	BD Bond Refund	BCB22-0100	10/05/22	1,000.00	152488
			Total For Check 152488			1,000.00	
Check 152489							
	Bldg & Equip Maintenance	FIRE CHIEF THOMAS LYON	2 WILLIAMS KEYS	8486	10/05/22	95.98	152489
			Total For Check 152489			95.98	
						55.50	
Check 152490							
101-448-750-260	Garage-Operating Expenses	FLEET PRIDE	STOCK D RING'S DPS	102629353	10/05/22		152490
			Total For Check 152490			48.36	
Check 152491							
101-000-257-055	Reserve-Recreation Refund Deposits	FRANK LEAGUE	GAZEBO REFUND DEPOSIT 08.26.2022	08262022	10/05/22		152491
			Total For Check 152491			50.00	
Check 152492							
	Sanitation-Alley Maintenance	FREEPORT AGGREGATE INC	STOCK ALLEY STONE DPS	4949	10/05/22	252.03	152492
	-,		Total For Check 152492			252.03	-
Check 152493	BCB19-0025 663 ANTOINE	Gary Brownell	BD Bond Refund	BCB19-0025	10/05/22	1,000.00	152493
	BCB19-0025 663 ANTOINE BCB22-0017 1113 SUPERIOR	Gary Brownell	BD Bond Refund	BCB19-0025 BCB22-0017	10/05/22		152493
101-000-207-064	DCD22-001/ 1113 SUPERIOR	Gary brownen		DCD22-001/	10/05/22	.,	102495
			Total For Check 152493			6,000.00	
Check 152494							
101-000-257-064	BCB15-0079 1718 ELM	GEORGE PETROWSKI	BD Bond Refund	BCB15-0079	10/05/22	600.00	152494

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
			Total For Check 152494			600.00
Check 152495 101-000-257-06	4 BCB21-0204 1780 11TH	JEREMY HARDESTY	BD Bond Refund Total For Check 152495	BCB21-0204	10/05/22	400.00 152495 400.00
Check 152496 101-000-257-064	4 BCB22-0039 - PUS21-0403 1133 1ST	JOHN AND WANDA PERRY	BD Bond Refund Total For Check 152496	BCB22-0039	10/05/22	2,000.00 152496 2,000.00
Check 152497 101-000-257-064	4 BCB22-0077 1098 ELECTRIC	JOSIAH M. EDWARDS	BD Bond Refund Total For Check 152497	BCB22-0077	10/05/22	600.00 152497 600.00
Check 152498 101-000-257-05	5 Reserve-Recreation Refund Deposits	KALI MARCOTT	COPELAND REFUND DEPOSIT 09.24.2022 Total For Check 152498	09242022	10/05/22	50.00 152498 50.00
Check 152499 101-000-257-07:	1 Reserve-Museum	KAREN WALKER	LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 24, 2022 RENTAL DATE Total For Check 152499	092622	10/05/22	50.00 152499 50.00
Check 152500 101-000-257-07	1 Reserve-Museum	KATHY WERY	LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 18, 2022 RENTAL DATE Total For Check 152500	091922	10/05/22	50.00 152500 50.00
Check 152501 290-000-650-00	0 Refuse Stickers	KRISTI BEAUBIEN	REFUND REFUSE STICKER (NOT USED) Total For Check 152501	REFUSE STICKER	10/05/22	15.00 152501 15.00
Check 152502 101-000-257-064	4 BCB20-0083 3911 21ST	LAUREN GURISKO	BD Bond Refund Total For Check 152502	BCB20-0083	10/05/22	150.00 152502 150.00
Check 152503 101-000-257-064	4 BCB22-0175 557 OAK	LUKE ANDREWS	BD Bond Refund Total For Check 152503	BCB22-0175	10/05/22	400.00 152503 400.00
101-000-231-05	0 P/R Deductions-LTD (Employer) 1 P/R Deductions-LTD (Employee) 0 P/R Deductions-LTD (Employer)	MADISON NATIONAL LIFE INSURANCE CO. MADISON NATIONAL LIFE INSURANCE CO. MADISON NATIONAL LIFE INSURANCE CO.	LTD - OCT 2022 LTD - OCT 2022 LTD - OCT 2022 Total For Check 152504	OCTOBER OCTOBER OCTOBER	10/05/22 10/05/22 10/05/22	1,295.00 152504 657.02 152504 9.12 152504 1,961.14
101-000-471-013	3 BASE FEE COMMERCIAL 2959 BIDDLE 3 Minor Repair Fee Residential 3 Service - 200 AMP	MARK A IRELAND MARK A IRELAND MARK A IRELAND	BD Payment Refund BD Payment Refund BD Payment Refund Total For Check 152505	00039214 00039214 00039214	10/05/22 10/05/22 10/05/22	75.00         152505           40.00         152505           65.00         152505           180.00         180.00
Check 152506 101-000-257-064	4 Reserve-Compliance Escrow	MARK MATKOVICH	ESCROW REFUND 700 GROVE 13-96 Total For Check 152506	700 GROVE	10/05/22	2,000.00 152506 2,000.00
Check 152507 499-200-925-804	4 Marketing	MATT LEIBOWITZ	OCTOBER 2022 DOWNTOWN PUBLICITY Total For Check 152507	09292022	10/05/22	1,750.00 152507 1,750.00
Check 152508 101-000-257-07	1 Reserve-Museum	MELISSA BYARS	LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 17, 2022 RENTAL DATE Total For Check 152508	0919222	10/05/22	50.00 152508 50.00
492-200-850-51	9 Land Purchases 9 Land Purchases 9 Land Purchases	MICHIGAN TITLE INSURANCE AGENCY INC MICHIGAN TITLE INSURANCE AGENCY INC MICHIGAN TITLE INSURANCE AGENCY INC	1515 SYCAMORE PRELIMINARY TITLE 834 SUPERIOR PRELIMINARY TITLE VACANT 9TH STREET PRELIMINARY TITLE (INCLUDES FOIA) Total For Check 152509	32-227940 32-227939 32-227941	10/05/22 10/05/22 10/05/22	500.00         152509           500.00         152509           500.00         152509           1,500.00         152509

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Check 152510							
	P/R Deductions-Life Ins (Employer)	MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - OCT 2022	OCTOBER 2022	10/05/22	1,573.00	
	P/R Deductions-Life Ins (Employer)	MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - OCT 2022	OCTOBER 2022	10/05/22		152510
732-000-393-035	6 Reserve-Health & Life	MINNESOTA LIFE INSURANCE COMPANY	LIFE INSURANCE - OCT 2022	OCTOBER 2022	10/05/22	221.84	152510
			Total For Check 152510			1,807.84	
Check 152511							
	WATER - 705 BIDDLE ELECTRIC - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE SEPTEMBER 2022 705 BIDDLE SEPTEMBER 2022	000779-014543 SEP 22	10/05/22		152511
	OPERATING EXPENSES 2015 BIDDLE INTERNET	MUNICIPAL SERVICE MUNICIPAL SERVICE	2015 BIDDLE SEPT 2022	000779-014543 SEP 22 032253-027401 SEP22	10/05/22 10/05/22	415.95	152511 152511
	OPERATING EXPENSES 2015 BIDDLE INTERNET	MUNICIPAL SERVICE	2015 BIDDLE SEPT. 2022	032253-027401 SEP22	10/05/22	45.62	152511
	ELECTRIC 2015 BIDDLE	MUNICIPAL SERVICE	2015 BIDDLE SEPT. 2022	032253-027401 SEP22	10/05/22	8,505.63	152511
	WATER 2015 BIDDLE	MUNICIPAL SERVICE	2015 BIDDLE SEPT. 2022	032253-027401 SEP22	10/05/22		
	ELECTRIC - 601 8TH	MUNICIPAL SERVICE	601 8TH SEPTEMBER 2022	030967-021887 SEP 22	10/05/22	67.08	152511
101-750-825-910	ELECTRIC - 1100 BIDDLE	MUNICIPAL SERVICE	1100 BIDDLE SEPTEMBER 2022	001153-022009 SEP 22	10/05/22	471.97	152511
101-750-825-920	WATER - 601 8TH	MUNICIPAL SERVICE	601 8TH SEPTEMBER 2022	030967-021887 SEP 22	10/05/22	63.36	152511
	WATER - 1100 BIDDLE	MUNICIPAL SERVICE	1100 BIDDLE SEPTEMBER 2022	001153-022009 SEP 22	10/05/22	21.57	152511
	ELECTRIC 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE AUGUST 2022	001297-014239 AUG 22	10/05/22	208.83	152511
	ELECTRIC 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE AUGUST 2022	000991-005745 AUG 22	10/05/22	11.34	152511
	ELECTRIC 2610 BIDDLE	MUNICIPAL SERVICE	2610 BIDDLE AUGUST 2022	001153-005743 AUG 22	10/05/22	461.12	152511
	ELECTRIC 2624 BIDDLE	MUNICIPAL SERVICE	2624 BIDDLE AUGUST 2022	032355-005744 AUG 22	10/05/22	148.92	152511
	ELECTRIC 2630 BIDDLE     WATER 2610 BIDDLE	MUNICIPAL SERVICE MUNICIPAL SERVICE	2630 BIDDLE AUGUST 2022 2610 BIDDLE AUGUST 2022	001297-014239 AUG 22 032287-005743 AUG 22	10/05/22 10/05/22	45.37 197.32	152511 152511
	WATER 2010 BIDDLE	MUNICIPAL SERVICE	2610 BIDDLE AUGUST 2022 2624 BIDDLE AUGUST 2022	032355-005744 AUG 22	10/05/22	22.21	152511
	WATER 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE AUGUST 2022	003989-005745 AUG 22	10/05/22	94.72	152511
	WATER 2815 VAN ALSTYNE	MUNICIPAL SERVICE	2815 VAN ALSTYNE AUGUST 2022	036059-021707 AUG 22	10/05/22	22.41	152511
	TELEPHONE/INTERNET 2610 BIDDLE	MUNICIPAL SERVICE	2610 BIDDLE AUGUST 2022	001153-005743 AUG 22	10/05/22	6.00	152511
101-800-825-940	TELEPHONE/INTERNET 2624 BIDDLE	MUNICIPAL SERVICE	2624 BIDDLE AUGUST 2022	032355-005744 AUG 22	10/05/22	108.87	152511
101-800-825-940	TELEPHONE/INTERNET 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE AUGUST 2022	001297-014239 AUG 22	10/05/22	6.00	152511
525-750-825-910	ELECTRIC - 1 PINE BASF	MUNICIPAL SERVICE	1 PINE BASF SEPTEMBER 2022	044083-022795 SEP 22	10/05/22	33.74	152511
525-750-825-910	ELECTRIC - 2727 VAN ALSTYNE	MUNICIPAL SERVICE	2727 VAN ALSTYNE SEPTEMBER 2022	016375-017803 SEP 22	10/05/22	502.92	152511
	ELECTRIC - 4325 BIDDLE	MUNICIPAL SERVICE	4325 BIDDLE SEPTEMBER 2022	001273-014219 SEP 22	10/05/22	1,104.19	152511
525-750-825-920	WATER - 2727 VAN ALSTYNE	MUNICIPAL SERVICE	2727 VAN ALSTYNE SEPTEMBER 2022 Total For Check 152511	016375-017803 SEP 22	10/05/22	134.86 13,797.49	152511
Check 152512							
	Operating Expenses	PARK ATHLETIC SUPPLY	TENNIS NET	189690	10/05/22	195.00	152512
			Total For Check 152512			195.00	
Check 152513							
101-000-257-071	Reserve-Museum	PAUL CAGLE	LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 21, 2022 RENTAL DATE (SOUTHPOINT CHURCH)	092222	10/05/22		152513
			Total For Check 152513			50.00	
Check 152514							
101-136-750-230		PITNEY BOWES	POSTAGE RESERVE ACCOUNT DEPOSIT	09192022	10/05/22	4,000.00	
101-136-750-230		PITNEY BOWES PITNEY BOWES	POSTAGE LEASE	09192022 3316182860	10/05/22 10/05/22	500.94	152514 152514
101-136-750-230 101-136-750-230 Check 152515	) Postage	PITNEY BOWES	POSTAGE LEASE Total For Check 152514	3316182860	10/05/22	500.94 4,500.94	152514
101-136-750-230 101-136-750-230 Check 152515			POSTAGE LEASE			500.94 4,500.94	152514
101-136-750-230 101-136-750-230 Check 152515	) Postage	PITNEY BOWES	POSTAGE LEASE Total For Check 152514	3316182860	10/05/22	500.94 4,500.94	152514
101-136-750-230 101-136-750-230 Check 152515	) Postage	PITNEY BOWES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022	3316182860	10/05/22	500.94 4,500.94 60.00	152514
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516	) Postage	PITNEY BOWES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022	3316182860	10/05/22	500.94 4,500.94 60.00 60.00 300.00	152514
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516	) Postage I Reserve-Pickleball	PITNEY BOWES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515	3316182860 09262022-1	10/05/22	500.94 4,500.94 60.00 60.00	152514
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516	) Postage I Reserve-Pickleball	PITNEY BOWES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund	3316182860 09262022-1	10/05/22	500.94 4,500.94 60.00 60.00 300.00	152514
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517	) Postage I Reserve-Pickleball	PITNEY BOWES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund	3316182860 09262022-1	10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00	152514 152515 152516
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCi20-0009 - PCi20-0026 328 HUDSON</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516	3316182860 09262022-1 BCI20-0009	10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00	152514 152515 152516
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCi20-0009 - PCi20-0026 328 HUDSON</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516 LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 25, 2022 RENTAL DATE	3316182860 09262022-1 BCI20-0009	10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00 50.00	152514 152515 152516
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517 101-000-257-071 Check 152518	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCI20-0009 - PCI20-0026 328 HUDSON</li> <li>Reserve-Museum</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516 LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 25, 2022 RENTAL DATE	3316182860 09262022-1 BCI20-0009	10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00 50.00	152514 152515 152516 152517
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517 101-000-257-071 Check 152518 499-200-925-802	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCI20-0009 - PCI20-0026 328 HUDSON</li> <li>Reserve-Museum</li> <li>Farmers Market</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES SAMANTHA MUBARAK	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516 LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 25, 2022 RENTAL DATE Total For Check 152517	3316182860 09262022-1 BCI20-0009 092722	10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00 50.00 50.00	152514 152515 152516 152517
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517 101-000-257-071 Check 152518 499-200-925-802	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCI20-0009 - PCI20-0026 328 HUDSON</li> <li>Reserve-Museum</li> <li>Farmers Market</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES SAMANTHA MUBARAK SARAH BOITELLY	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516 LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 25, 2022 RENTAL DATE Total For Check 152517 PAYMENT FOR MARKETS SEPTEMBER	3316182860 09262022-1 BCI20-0009 092722 141	10/05/22 10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00 50.00 250.00	152514 152515 152516 152517 152518
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-064 Check 152517 101-000-257-071 Check 152518 499-200-925-802	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCI20-0009 - PCI20-0026 328 HUDSON</li> <li>Reserve-Museum</li> <li>Farmers Market</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES SAMANTHA MUBARAK SARAH BOITELLY	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516 LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 25, 2022 RENTAL DATE Total For Check 152517 PAYMENT FOR MARKETS SEPTEMBER MARKET PERFORMANCE	3316182860 09262022-1 BCI20-0009 092722 141	10/05/22 10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00 50.00 50.00 250.00 550.00	152514 152515 152516 152517 152518
101-136-750-230 101-136-750-230 Check 152515 101-000-257-104 Check 152516 101-000-257-054 Check 152517 101-000-257-071 Check 152518 499-200-925-802 Check 152519	<ul> <li>Postage</li> <li>Reserve-Pickleball</li> <li>BCI20-0009 - PCI20-0026 328 HUDSON</li> <li>Reserve-Museum</li> <li>Farmers Market</li> </ul>	PITNEY BOWES RACHEL CABRERA ROBERT MENZIES SAMANTHA MUBARAK SARAH BOITELLY	POSTAGE LEASE Total For Check 152514 PICKLEBALL CLASS REFUND SEPT. 2022 Total For Check 152515 BD Bond Refund Total For Check 152516 LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - SEPTEMBER 25, 2022 RENTAL DATE Total For Check 152517 PAYMENT FOR MARKETS SEPTEMBER MARKET PERFORMANCE	3316182860 09262022-1 BCI20-0009 092722 141	10/05/22 10/05/22 10/05/22 10/05/22	500.94 4,500.94 60.00 60.00 300.00 300.00 50.00 50.00 250.00 550.00 800.00	152514 152515 152516 152517 152517 152518 152518

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
Check 152520 101-200-750-210 Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES Total For Check 152520	3517999249	10/05/22	485.48 152520 485.48
Check 152521 732-000-231-080 Payroll W/H-Cancer Insurance	TRANSAMERICA EMPLOYEE BENEFITS	CANCER INSURANCE SEPTEMBER 2022 Total For Check 152521	2504745227 09/22	10/05/22	61.05 152521 61.05
Check 152522 101-000-257-064 BCB22-0107 249 2ND	TREVOR BAKER	BD Bond Refund Total For Check 152522	BCB22-0107	10/05/22	1,000.00 152522 1,000.00
Check 152523 101-000-257-071 Reserve-Museum 285-225-925-880 Heritage Days 285-225-925-880 Heritage Days	TRINITY COACH TRINITY COACH TRINITY COACH	2022 CEMETERY WALK BUS - FRIDAY, OCTOBER 14 2022 CEMETERY WALK BUS - SATURDAY, OCTOBER 15 2022 CEMETERY WALK BUS - FRIDAY, OCTOBER 14 Total For Check 152523	77397 77398 77397	10/05/22 10/05/22 10/05/22	6.00 152523 696.00 152523 690.00 152523 1,392.00
Check 152524 101-301-750-224 LEIN Services 101-303-825-220 Operating Expenses 101-440-750-221 Cellular Phones & Pagers 101-448-750-222 Cellular Phones & Pagers 101-448-750-222 Cellular Phones & Pagers 265-301-925-730 Other Expenses - State	VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS VERIZON WIRELESS	ACCT. 442005820-00001 LEIN SERVICES AUG 11 - SEPT. 10, 2022 ACCT. NO. 342173610-00001 CELL PHONES AUG. 5 - SEPT. 4, 2022 ACCT. NO. 342173610-00001 CELL PHONES AUG. 5 - SEPT. 4, 2022 AUG 11 - SEP 10 MARTIN/ROTHERMAL CELL 8-5 TO 9-4-22 ACCT. NO. 342173610-00001 CELL PHONES AUG. 5 - SEPT. 4, 2022 Total For Check 152524	9915475874 9915008038 9915008038 9915502323 9915502323 9915008038	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	1,196.38 152524 302.13 152524 69.30 152524 50.31 152524 92.12 152524 501.00 152524 2,211.24
Check 152525 101-000-471-012 BASE FEE 2497 21ST 101-000-471-012 Building Permit Fee Residential (0-250K)	WALLSIDE, INC. WALLSIDE, INC.	BD Payment Refund BD Payment Refund Total For Check 152525	00039800 00039800	10/05/22 10/05/22	15.00 152525 143.00 152525 158.00
Check 152526 101-301-925-770 Prisoner Transport/Holding 101-301-925-770 Prisoner Transport/Holding 202-440-825-420 Traffic Signals 265-301-925-730 Other Expenses - State	WAYNE COUNTY ACCOUNTS RECEIVABLE WAYNE COUNTY ACCOUNTS RECEIVABLE WAYNE COUNTY ACCOUNTS RECEIVABLE WAYNE COUNTY ACCOUNTS RECEIVABLE	PRISONER BILLING - MAY 2022 PRISONER BILLING - APRIL 2022 AUG 22 TRAF SIG MAINT ATTORNEY FEES FOR WYPD CASE NO. 2022-20777 Total For Check 152526	312482 312128 312446 WYPD CASE 2022-20777	10/05/22 10/05/22 10/05/22 10/05/22	1,015.00 152526 1,645.00 152526 329.36 152526 200.00 152526 3,189.36
Check 152527           101-000-257-087         Operating Expenses           101-301-750-220         Postage           101-301-925-720         Education           265-301-925-730         Other Expenses - State	WYANDOTTE POLICE DEPT PETTY CASH WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH FUND - 3RD QUARTER REPLENISH PETTY CASH FUND - 3RD QUARTER	3RD QUARTER 2022 3RD QUARTER 2022	10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22 10/05/22	31.74         152527           10.00         152527           40.08         152527           3.71         152527           5.00         152527           5.00         152527           5.153         152527           16.86         152527           34.50         152527           46.34         152527           46.34         152527           46.34         152527           368.16         152527
Check 152528 101-000-203-030 A/P-Property Tax Overpayments	ZANG, JIMMIE R	2022 Sum Tax Refund 57 017 05 0249 000 Total For Check 152528	10/03/2022	10/05/22	836.92 152528 836.92
Check 152529 101-750-825-490 Field Maintenance & Supplies	GAMETIME	CHAINS FOR SWINGS AT PARKS Total For Check 152529	РЈІ-0191395	10/05/22	836.08 152529 836.08
Check 152530 101-000-203-030 A/P-Property Tax Overpayments	AARON M ROSE	2022 Sum Tax Refund 57 004 21 0012 000 Total For Check 152530	10/05/2022	10/06/22	2,361.75 152530 2,361.75
Check 152531 101-000-203-030 A/P-Property Tax Overpayments	ATA NATIONAL TITLE GROUP, LLC	2022 Sum Tax Refund 57 001 04 0047 300	10/05/2022	10/06/22	87.45 152531

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
			Total For Check 152531			87.45
Check 152532 101-000-203-030	) A/P-Property Tax Overpayments	CAPITAL REAL ESTATE TAX SERVICES	2022 Sum Tax Refund 57 003 07 0006 000 Total For Check 152532	10/05/2022	10/06/22	2,486.32 152532 2,486.32
Check 152533 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 001 05 0107 000 Total For Check 152533	10/05/2022	10/06/22	4,157.16 152533 4,157.16
Check 152534 101-000-203-030	) A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 08 0090 000 Total For Check 152534	10/05/2022	10/06/22	2,569.06 152534 2,569.06
Check 152535 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 08 0259 002 Total For Check 152535	10/05/2022	10/06/22	4,830.71 152535 4,830.71
Check 152536 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 004 10 0097 314 Total For Check 152536	10/05/2022	10/06/22	3,281.47 152536 3,281.47
Check 152537 101-000-203-030	) A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 004 23 0095 000 Total For Check 152537	10/05/2022	10/06/22	2,045.20 152537 2,045.20
Check 152538 101-000-203-030	) A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 005 07 0105 000 Total For Check 152538	10/05/2022	10/06/22	2,304.05 152538 2,304.05
Check 152539 101-000-203-030	) A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 012 07 0008 000 Total For Check 152539	10/05/2022	10/06/22	920.92 152539 920.92
Check 152540 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 013 20 0042 000 Total For Check 152540	10/05/2022	10/06/22	1,778.38 152540 1,778.38
Check 152541 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 014 13 0027 000 Total For Check 152541	10/05/2022	10/06/22	331.63 152541 331.63
Check 152542 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 016 03 0059 002 Total For Check 152542	10/05/2022	10/06/22	3,525.37 152542 3,525.37
Check 152543 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 017 16 0116 002 Total For Check 152543	10/05/2022	10/06/22	2,466.89 152543 2,466.89
Check 152544 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 020 07 0013 000 Total For Check 152544	10/05/2022	10/06/22	2,981.41 152544 2,981.41
Check 152545 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 021 06 0002 301 Total For Check 152545	10/05/2022	10/06/22	1,767.71 152545 1,767.71
Check 152546 101-000-203-030	) A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 021 13 0032 000 Total For Check 152546	10/05/2022	10/06/22	1,809.15 1,809.15
Check 152547 101-000-203-030	) A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 001 04 0472 000 Total For Check 152547	10/05/2022	10/06/22	1,453.91 152547 1,453.91
Check 152548 101-000-203-030	A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 001 04 0473 001	10/05/2022	10/06/22	376.30 152548

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
		Total For Check 152548			376.30
Check 152549 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 02 0157 002 Total For Check 152549	10/05/2022	10/06/22	<u>1,959.11</u> 152549 1,959.11
Check 152550 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 07 0061 000 Total For Check 152550	10/05/2022	10/06/22	1,796.14 1,796.14
Check 152551 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 08 0315 300 Total For Check 152551	10/05/2022	10/06/22	3,937.88 3,937.88
Check 152552 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 004 15 0009 002 Total For Check 152552	10/05/2022	10/06/22	2,777.09 152552 2,777.09
Check 152553 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 004 33 0063 000 Total For Check 152553	10/05/2022	10/06/22	416.67 152553 416.67
Check 152554 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 005 07 0110 002 Total For Check 152554	10/05/2022	10/06/22	1,227.04 152554 1,227.04
Check 152555 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 006 02 0202 000 Total For Check 152555	10/05/2022	10/06/22	1,479.05 152555 1,479.05
Check 152556 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 013 05 0058 000 Total For Check 152556	10/05/2022	10/06/22	1,751.02 152556 1,751.02
Check 152557 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 013 18 0099 000 Total For Check 152557	10/05/2022	10/06/22	1,790.82 152557 1,790.82
Check 152558 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 013 20 0038 002 Total For Check 152558	10/05/2022	10/06/22	4,043.63 152558 4,043.63
Check 152559 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 013 21 0005 000 Total For Check 152559	10/05/2022	10/06/22	1,977.35 152559 1,977.35
Check 152560 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 014 03 0011 000 Total For Check 152560	10/05/2022	10/06/22	1,602.28 152560 1,602.28
Check 152561 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 014 12 0031 002 Total For Check 152561	10/05/2022	10/06/22	1,793.69 152561 1,793.69
Check 152562 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 014 16 0008 001 Total For Check 152562	10/05/2022	10/06/22	1,581.62 152562 1,581.62
Check 152563 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 017 05 0326 000 Total For Check 152563	10/05/2022	10/06/22	3,906.40 152563 3,906.40
Check 152564 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 017 16 0119 300 Total For Check 152564	10/05/2022	10/06/22	3,264.86 152564 3,264.86
Check 152565 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 018 02 0933 305	10/05/2022	10/06/22	2,416.68 152565

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
		Total For Check 152565			2,416.68
Check 152566 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 018 02 1091 002 Total For Check 152566	10/05/2022	10/06/22	<u>1,473.18</u> 152566 1,473.18
Check 152567 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 019 01 0030 002 Total For Check 152567	10/05/2022	10/06/22	100.00 152567 100.00
Check 152568 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 019 05 0076 000 Total For Check 152568	10/05/2022	10/06/22	2,069.39 2,069.39
Check 152569 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 019 08 0025 000 Total For Check 152569	10/05/2022	10/06/22	1,886.72 152569 1,886.72
Check 152570 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 020 42 0005 000 Total For Check 152570	10/05/2022	10/06/22	8,670.93 152570 8,670.93
Check 152571 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 147 99 0127 000 Total For Check 152571	10/05/2022	10/06/22	1,094.56 152571 1,094.56
Check 152572 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 02 0020 002 Total For Check 152572	10/05/2022	10/06/22	283.27 152572 283.27
Check 152573 101-000-203-030 A/P-Property Tax Overpayments	CORELOGIC	2022 Sum Tax Refund 57 003 02 0022 000 Total For Check 152573	10/05/2022	10/06/22	1,581.62 152573 1,581.62
Check 152574 101-000-203-030 A/P-Property Tax Overpayments	DEAN WOLAN	2022 Sum Tax Refund 57 007 10 0094 300 Total For Check 152574	10/05/2022	10/06/22	4,352.57 152574 4,352.57
Check 152575 101-000-203-030 A/P-Property Tax Overpayments	FRANK KOPCZYNSKI	2022 Sum Tax Refund 57 003 02 0181 000 Total For Check 152575	10/05/2022	10/06/22	70.09 152575 70.09
Check 152576 101-000-203-030 A/P-Property Tax Overpayments	GARY/RENEE HOUTZ	2022 Sum Tax Refund 57 014 12 0026 000 Total For Check 152576	10/05/2022	10/06/22	2,061.61 152576 2,061.61
Check 152577 101-000-203-030 A/P-Property Tax Overpayments	LERETA, LLC	2022 Sum Tax Refund 57 011 16 0047 000 Total For Check 152577	10/05/2022	10/06/22	2,727.02 152577 2,727.02
Check 152578 101-000-203-030 A/P-Property Tax Overpayments	NLR WYANDOTTE LLC/DBA TIM HORTONS	2022 Sum Tax Refund 57 999 00 4054 011 Total For Check 152578	10/05/2022	10/06/22	3,230.90 152578 3,230.90
Check 152579 101-000-203-030 A/P-Property Tax Overpayments	TITLE ONE, INC	2022 Sum Tax Refund 57 020 37 0011 000 Total For Check 152579	10/05/2022	10/06/22	160.71 152579 160.71
Check 152580 101-000-203-030 A/P-Property Tax Overpayments	TITLE PARTNERS, LLC	2022 Sum Tax Refund 57 006 02 0085 002 Total For Check 152580	10/05/2022	10/06/22	64.71 152580 64.71
This is to certify that the above vouchers amounting to \$10,091,193 services have been received, that the price and computations are co		Fund 101 General Fund Fund 202 Major Street Fund Fund 260 Michigan Indigent Defense Fund 265 Drug Forfeiture Fund			9,069,110.78 114,053.18 9,350.00 856.63

GL Number I	Inv. Line Desc	/endor	Invoice Desc.	Invoice	Chk Date	Amount Check #
supporting data are	e attached and in order and that the proper accounts I	nave been charged. The Treasurer is hereby	Fund 285 Special Events Fund			1,446.00
authorized to pay th	he above vouchers.		Fund 290 Solid Waste Disposal Fund			31,212.90
			Fund 402 Capital Equipment Fund			38,972.00
Mayor			Fund 492 TIFA Consolidated Fund			147,842.62
			Fund 499 DDA tax increment Finance Fund			70,920.33
			Fund 525 Municipal Golf Course Fund			3,321.45
City Clerk			Fund 530 Building Rental Fund			6,562.24
			Fund 590 Sewage Fund			8,440.00
			Fund 677 Self Insurance Fund			139.00
			Fund 732 Retiree Health Care Fund			1,724.47
			Total For All Funds:			9,503,951.60
			Payroll 09/28/22			259,184.56
			Add Pay 10/05/22			328,055.91
			TOTAL			10,091,192.07

### **RESOLUTION**

Item Number: # Date: November 14, 2022

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

RESOLVED that the total bills and accounts of \$4,496,230.32 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

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

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

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

**REPORTS & MINUTES** 





### 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 5:04 p.m. on November 2, 2022, in the Central Fire Station Conference Room, 266 Maple, Wyandotte, Michigan.

ROLL CALL PRESENT:	Commissioner Michael J. Ptak, President Commissioner David Liberacki, Vice President Commissioner Brian Kuhn, Secretary
ABSENT:	None
ALSO, PRESENT:	Tom Lyon, Fire Chief Jeremy Moline, Assistant Fire Chief Beth Lekity, Commission Recording Secretary

### **APPROVAL OF MINUTES**

Motion by Kuhn, Supported by Ptak To approve the minutes of the September 14, 2022, meetings of the Firefighter's Civil Service Commission. MOTION CARRIED.

### **COMMUNICATIONS**

### **OLD BUSINESS**

### **NEW BUSINESS**

1. Lieutenant Test Discussion Motion by Kuhn, Supported by Ptak

a. Verify applicants and competitive nature of test

To accept the applications of 3 candidates for the testing of the rank of Fire Lieutenant on December 14, 2022. MOTION CARRIED

2. Sergeant Test Discussion

Motion by Liberacki, Supported by Kuhn

To cancel the Sergeant exam scheduled for January 11, 2023 due to the non-competitive nature of the exam with only 1 candidate application filed with WFD administration by the deadline of 10/14/2022. Also, that the Eligibility List for the rank of Sergeant is exhausted due to recent retirements and promotions; and to approve the candidates eligible to take the Sergeant Exam on the date of February 8, 2023, and to direct the Recording Secretary to distribute the documents necessary to begin the candidate application process. MOTION CARRIED

### DATE OF NEXT COMMISSION MEETING: December 14, 2022 (Lieutenant Exam)

### **ADJOURNMENT**

Motion by Kuhn, Supported by Ptak To adjourn this meeting of the Firefighter's Civil Service Commission at 5:55p.m. MOTION CARRIED.

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Beth Lekity, Recording Secretary Wyandotte Fire Fighter's Civil Service Commission

Downtown Development Authority Meeting Minutes 5:30 PM, June 14<sup>th</sup>, 2022 FIRST ANNUAL PUBLIC INFORMATION MEETING AND A REGULAR MEETING AGENDA Hybrid Meeting Held In-Person at City Council Chambers, 3200 Biddle Avenue and Via the Zoom Audio-only Virtual Platform

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

MEMBERS EXCUSED: John Jarjosa, Norm Walker

**OTHERS PRESENT:** Joe Gruber, DDA Director, several members of the Downtown Development Area Citizen's Advisory Council, and several members of the general public

### PUBLIC COMMENT: None

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

Minutes from May 2022 Meeting and Agenda for June 2022 Meeting

### Motion by S. Jordam, Supported by P. Slack, to approve the Minutes from the May 2022 DDA meeting and the agenda for the June 2022 DDA meeting. All in favor, Motion carried.

### MONTHLY REVENUE/EXPENDITURE REPORT:

Monthly Revenue and Expenditure Reports: Periods Ending May 31st, 2022

Motion by L. Stevenson, Supported by S. Jordan, to accept and approve the Monthly Revenue and Expenditure Reports for the Periods Ending May 31<sup>st</sup>, 2022. Roll Call. All in Favor. Motion carried.

**Year-end Budget Corrections and Amendment Requests:** L. Stevenson provided a summary of a series of year-end budget corrections and amendment requests as presented and approved by the DDA Finance Committee.

The Eureka Road Viaduct Annual Maintenance Program incurred several change orders which affected the budget including additional cost of annul/seasonal maintenance, increased cost in plant material, increased cost in labor, materials and equipment. A revised scope of planting will be forthcoming. The new scope and cost of the revised Phase 2 Viaduct planting project is approximately half of the original cost. The total budget amendment amount requested is \$10,000 to achieve the final planting project. The DDA will continue to explore other types of improvements to help improve and beautify the site.

Landscaping and Maintenance costs at the Fort Street Eureka Road Electronic Changing Sign have increased slightly since past years. Also, additional repairs were required at Purple Heart Memorial irrigation system. The total budget amendment amount requested is \$1,277.66.

The DDA has been working with the Szpondowski Family of Wyandotte Industries to design, construct and install a new permanent public art sculpture in the Downtown District. Several change orders have affected the budget including additional lighting needs, additional engineering, testing and design needs. The Szpondowski Family has pledged a total of \$30,000 to the project, with \$20,000 committed in late 2019 and an additional \$10,000 committed recently in this summer of 2022. To account for certain change orders, the total budget amendment amount requested is \$16,850.

The public alley north of Oak Street between 2nd Street and 1st Street was in a deteriorated state. With the construction activities at 166 Oak and underground utility installations, the alley requires reconstruction. There have been verbal requests made to this Department to reconstruct the public alley. The Engineering and Building Department has prepared plans and a detailed estimate of the cost to reconstruct the alley. The estimated cost to reconstruct the public alley and approaches is \$113,853.96, of this, \$92,506.98 would be assessable to property owners, the remaining \$21,347.98 would be the DDA's share for property not assessable and alley approaches. The total budget amendment amount requested is \$22,000 in the DDA Parking Lots expense account.

Downtown Streetscape Maintenance has become challenged, and more important than ever, with more activities straining traditional DDA maintenance plans. March 2022 marked the one-year anniversary of operating the Social District. The DDA is responsible for regular maintenance of the Social District, including Trash removal of the approx. 25 trash cans marking the boundaries, and the Wyandotte DPS is not able to support the DDA in this effort. Corporate Mall Services is under contract to provide this service. More businesses and more users have resulted in more messes and more issues of illegal dumping and mis-use of the two DDA Downtown Dumpster Enclosures at 1st & Oak and Van Alstyne and Oak. In an effort to maintain cleanliness in the DDA District, Corporate Mall Services is again contract to provide power washing services twice per month. The City/DDA are responsible for maintenance and landscaping of the Eye-Shaped Planter Area at Biddle and Oak Street adjacent to the Riverwalk Condominiums, which includes all flower plantings and repairs to the portion of the irrigation system that services this site. The total budget amendment amount requested is \$13,100 for these new and updated streetscape maintenance projects and programs.

Lastly, a special project was completed during the Fire & Flannel Festival, using the largest portion of the miscellaneous budget account, creating six new carved wooden sculptures, hand painted by Con Lustig, which will be installed throughout the district. This resulted in a slight

overpayment of the miscellaneous budget, creating a total budget amendment amount requested of \$100.

## Motion By L. Stevenson, Supported by B. Kozinski to approve the following budget amendment requests and 2021-2022 year-end budget corrections as follows;

• Expense Account 499-200-850-520 for Viaduct Maintenance increase by \$10,000.00

• Expense Account 499-200-850-542 for Fort St. Sign / Purple Heart / Fountain increase by \$1,277.66

• Expense Account 499-200-850-544 for Downtown Fixtures increase by \$16,850.00

• Expense Account 499-200-850-831 for Parking Lots increase by \$22,000.00

• Expense Account 499-200-926-610 for Streetscape Maintenance increase by \$13,100.00

• Expense Account 499-200-926-790 for Miscellaneous increase by \$100.00

Total Budget Increases: \$63,327.66

Expense Account 499-200-925-807 for Existing Business Stimulus reclassify/decrease by \$20,000.00; Allocate remaining \$43,327.66 from the Account 499-000-391-010 Fund Balance-Unrestricted; Total Budget Decreases: \$63,327.66. Roll call, All in Favor, Motion Carries

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

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

**Downtown Capital Improvements Plan and Infrastructure Project: Community Stakeholder Session (#2) and Presentation by Wade Trim:** Wayne Hofmann, Client Funding Director at Wade Trim provided a detailed presentation regarding the Downtown Capital Improvements Plan and Infrastructure Project and progress with mapping, planning and fundraising to-date. Matt Clark, Landscape Architect with Wade Trim provided an overview of several conceptual renderings that were completed to depict desired improvements as noted in past DDA public stakeholder and community engagement sessions. Hofmann continued by providing an overview of grant applications and funding requests that have been submitted to support the project, and those that are on the radar of the DDA and Wade Trim for future applications. Hofmann concluded the presentation by revisiting the proposed Bikeway improvements noted in the Downtown CIP, citing several other studies that the City and DDA have completed in years past. He highlighted commonalities and discrepancies in plans, scoring different routes and suggesting recommendations to take the best proposals based on feasibility and funding eligibility of each of the different segments. The board discussed in length the highlights of this project. The floor was again re-opened for comments and questions from the audience, the general public and the members of the Downtown Development Area Citizen's Advisory Council. There were no additional questions or comments made.

### **NEW PROJECTS & BUSINESS**

### 1. DDA Finance Committee: Annual Budget and Public Information Report 2022-2023

Director Gruber provided a detailed overview and narrative description of the entire proposed budget of the Downtown Development Authority for the fiscal year to begin on October 1<sup>st</sup>, 2022 through September 30<sup>th</sup>, 2023. His comments and highlights also hit on multiple points required for the annual public information meeting, including projects, programs, contracts and expenses of the DDA on an annual basis. His report detailed all DDA Activities and categorized them into four primary sections including (1) Administration, Staff and Legal, (2) Corridor Maintenance and Improvements; (3) Business Assistance and Stimulus Funds; (4) Marketing Promotions and Miscellaneous Operations. In total, the 2022-2023 DDA Budget included \$703,981 in projected revenue and \$958,133.78 in projected expenses, resulting in a net operating deficit of \$254,152.78 which would be drawn from the DDA Cash Reserve / Fund Balance.

Director Gruber highlighted an active request from the developers of the former post office located at 166 Oak Street, home of the future W Suites & Lofts project, in which the developers have requested a partial reimbursement of their \$180,000 grant in the amount of \$90,000 to be administered to them upfront, prior to the completion of the project.

Director Gruber continued his annual overview and budget report by noting that the DDA's budget has not changed much with a few small exceptions in the area of marketing, farmer's market (a.k.a. Downtown Markets) and a major allocation of \$300,000 for planning, engineering and design of the Downtown Capital Improvements Plan and Infrastructure Project, as well as a destination marketing campaign and more marketing expenses. The board discussed the budget and shared opinions on the various highlighted projects and activities of the DDA. Director Gruber informed the Board that the annual budget will require City Council approval to be finally approved.

L. Stevenson offered a financial overview of the DDA and summary of the exciting projects being offered by the DDA, with several recommendations for more cross promotional programs and support for the DCA Art Center building improvements in the future. L. Stevenson concluded with the following two resolutions.

Motion By L. Stevenson, Supported by P. Slack to approve the request of the W Suites & Lofts Developers to administer a partial reimbursement of their Joseph R. Peterson Downtown Grant Award in the amount of \$90,000 (half of \$180,000), with the remaining \$90,000 to be administered as commercial businesses become complete and open for regular business. Roll call, All in Favor, Motion Carries.

### Motion By L. Stevenson, Supported by S. Jordan to approve the Downtown Development Authority's annual budget as amended for the fiscal year starting October 1st, 2022 and ending September 30th, 2023. Roll call, All in Favor, Motion Carries.

### PRESENTATIONS

John Darin, Chairman of the Wyandotte Beautification Commission came and read a letter drafted for the Mayor and City Council regarding a recent string of vandalism of flower pots and planting areas throughout town. Mr. Darin suggested the City should install low-light, high definition cameras throughout the public right-of-way to monitor the Downtown and to prevent or deter future vandalism. He also suggested the City explore implementing aerial drone technology to monitor public parks and to protect community assets, especially during events with large crowds of people. Director Gruber thanked Mr. Darin for his presentation, for the work of the beautification commission, and encouraged that the DDA would like to see more flower pots and plantings in front of more businesses throughout town.

Jane Rasmussen, member of the Downtown Development Area Citizen's Advisory Committee and resident at 20 Chestnut Condominium noted that the residents there are also experiencing vandalism, specifically to the vehicles parked on the second floor of the parking garage. Chairwoman Slack asked if there are or were any cameras Downtown. Director Gruber explained that there are several cameras affixed at the dumpster enclosures. Director Gruber offered to look into this more with the Information Technology Department. Mayor DeSana recommended the DDA inquire with the Police Department to see if there are ways to tie into the other systems and surveillance initiatives being implemented.

Director Gruber concluded by offering an overview of a recent interaction and ribbon cutting event held between the City of Wyandotte, America in Bloom and Canadian National Railway. Mayor DeSana offered some insight into the discussions that were shared and noted that the city will continue pressing the railroad companies to conduct the work that we believe needs to be done to improve the visual appeal of the bridges.

### NEXT REGULAR MEETING: 5:30 PM, July 19, 2022

## Motion by P. Slack, supported by B. Kozinski, to adjourn the meeting. All in Favor. Motion <u>Carries.</u>

### ADJOURNMENT: 7:10 PM

Respectfully Submitted,

Joe Gruber, DDA Director

REVISED NOVEMBER 1<sup>st</sup>, 2022

### Downtown Development Authority Meeting Minutes 5:30 PM, August 9<sup>th</sup>, 2022 REGULAR MEETING AGENDA Hybrid Meeting Held In-Person at City Council Chambers, 3200 Biddle Avenue and Via the Zoom Audio-only Virtual Platform

**MEMBERS PRESENT:** Rick DeSana, Bryan Kozinski, Anne Majlinger, Scott Jordan, Patt Slack, Norm Walker

MEMBERS EXCUSED: Mayor Rob DeSana, John Jarjosa, Leo Stevenson

**OTHERS PRESENT:** Joe Gruber, DDA Director, several members of the Downtown Development Area Citizen's Advisory Council, and several members of the general public

**PUBLIC COMMENT:** Jim Lange, 20 Chestnut Street, and member of the Downtown Development Area Citizen's Advisory Council. Mr. Lange reported on his landscaping efforts at Bishop Park and invited the Board to come visit. Chairwoman Slack and Director Gruber complimented Mr. Lange on his efforts and thanked him for his volunteerism and dedication. Mr. Lange commented that the promenade and Memorial walkway looks very nice, like a Paris or Charleston setting, and that there are more improvements in the works.

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

Minutes from June 2022 Meeting and Agenda for August 2022 Meeting

# Motion by A. Majlinger, Supported by B. Kozinski, to approve the Minutes from the June 2022 DDA meeting and the agenda for the August 2022 DDA meeting. All in favor, Motion carried.

MONTHLY REVENUE/EXPENDITURE REPORT:

**Monthly Revenue and Expenditure Reports**: Periods Ending June 30<sup>th</sup>, 2022 and July 31<sup>st</sup>, 2022

Motion by S. Jordan, Supported by B. Kozinski, to accept and approve the Monthly Revenue and Expenditure Reports for the Periods Ending June 30th, 2022 and July 31st, 2022. Roll Call. All in Favor. Motion carried.

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

**ONGOING PROJECTS & BUSINESS:** 

Downtown Capital Improvements Plan (CIP) and Infrastructure Project: City Council Information Session to be held at 6:00 PM, Monday, August 29<sup>th</sup>, 2022: Director Gruber shared public notice of an upcoming Information Session to be held at 6:00 PM on Monday, August 29th, 2022 in City Council Chambers. He explained that the meeting is intended to provide a detailed overview of the scope of work, the cost estimates, the sources of funding, and to develop a consensus as to how the City Council would like to proceed. He noted that this informational session would not end with all the final project details determined, nor all the answers resolved, but that it would help provide further direction. Director Gruber provided a brief recap of the DDA CIP and Infrastructure Project including \$12.2 million worth of improvements, focusing on approximately \$5.6 million of high priority projects and \$6.6 million of low-medium priority projects. He reviewed several potential funding sources including grants from private and public sources, public financing through DDA revenue bonds, a DDA 2-mil levy, special assessment districts, brownfield TIF through the redevelopment of the former City Hall.

### **NEW PROJECTS & BUSINESS**

- DDA Grant Committee: Joseph R. Peterson: Downtown Grant Application: Federal Building: 3131 Biddle, LLC.: Item tabled until the next DDA Meeting on September 13<sup>th</sup>, 2022.
- 2) DDA Grant Committee: Downriver Council for the Arts (DCA): National Endowment for the Arts (NEA): Our Town Grant Request: The DCA is pursuing a \$50,000 grant from the NEA through the Our Town Grant program to support the Chestnut Art Park for which they have presented a letter requesting \$10,000 match from the DDA. The Chestnut Art Park will take the vacant lot (82 Chestnut Street) located across the street from the Art Center Building (81 Chestnut Street) and revitalize and reactivated the space as a mixed-use, mixed-media, public art demonstration and community space.

Ayana King, DCA Board Member addressed the board, stating she believed the project would be a significant regional draw from artists, residents and visitors from across the region. Chairwoman Slack asked what activities would take place. Ms. King explained that the outdoor space would be used for live performances from local artists, outdoor plein air painting, outdoor art classes, public gathering, seating areas and various installations from local artists including fixtures, and permanent structures, as well as mobile/moveable art that can travel to different communities, raising awareness for the DCA. B. Kozinski asked if there were any renderings or drawings that would show the kind of art that would be there. Ms. King explained that the committee is actively working with Architect Tom Roberts to design and develop renderings for the space, and further explained that a requirement of the grant application is to submit other samples of work and a clear demonstration as to how the funds would be used. Mr. Kozinski stated that he'd like to see a more concrete vision of the space if the DDA were to provide monetary support for the project. Ms. King explained that there are good conceptual ideas and other samples they would include in the application, but because artists have not been engaged directly for this project, they do not have specific renderings or work samples demonstrating exactly what would be onsite. Mr. Kozinski restated his strong support of this project and more art in our community. Director Gruber also restated the NEA Our Town guidelines for municipalities and nonprofits, stating he has been engaged with the DCA on building the application and compiling information for the grant, noting that the Part 1 application was submitted in the previous week, and that Part 2 application would be submitted in the following week, which will include compiled images and samples of work to be included, showing existing projects and work that has already been done, and work that DCA artists have done.

Ms. King explained that this stage of the project is early, and that once more materials are available they would be shared. Jane Rasmussen, DCA Member addressed the board, stating she has been involved in the project, and shared a brief history of how the concept evolved from an art student and DCA interns' vision and conceptual rendering to the current proposed Art Park which will be taken to the next level and incorporate more local artists. Ms, Rasmussen noted that the grant fund is not only for implementation but also for design, which will help produce the images and renderings of work samples to be included in the park. Director Gruber noted that the DCA request letter states that the DDA's funding is contingent on the NEA Our Town Grant award being successfully secured, which would occur in the upcoming 2022-2023 fiscal year. Chairwoman Slack noted that this project aligns with the DDA Strategic Plan for activating vacant underutilized spaces with community assets and beautification projects. Director Gruber stated that the DDA Grant Committee met to review the project and request letter and was supportive of the project and the request.

# Motion by P. Slack, Supported by N. Walker, to accept and approve the \$10,000 request of the Downriver Council for the Arts (DCA) for the National Endowment for the Arts (NEA): Our Town Grant Request. Roll Call. All in Favor. Motion carried.

Director Gruber ended by stating the DDA Design Committee and public would be more involved in the next phases of the Chestnut Art Park. He also mentioned that the DDA is currently (2021-2022 fiscal year) funding the DCA in a \$15,000 for their master planning process while working with Tom Roberts Architects in exploring building renovations and facility upgrades, to create a more optimized facility for the DCA, and that this capital improvements, building preservation and improvement project goes hand-in-hand with conducting more activities and more programs between the City, DDA and the DCA organization. 3) Wyandotte Street Art Fair Recap 2022: Director Gruber stated that while he was not present at the Wyandotte Street Art Fair he reported very strong and positive remarks about the Street Art Fair, and the work of the Wyandotte Special Events. He welcomed comments from the Board.

B. Kozinski stated that it was an overwhelming success, utilizing an outdoor bar helped with more direct interaction with customers and fair-goers, and that there were very large crowds. He stated he would have liked to see more music from local talent on corners.

Chairwoman Slack stated that she and A. Majlinger, both members of the Wyandotte Street Art Fair committee, that the artists did very well, had a very good fair, and that the quality of artists was very high. A. Majlinger concurred. Chairwoman Slack stated that the Special Events Office did a wonderful job in pulling the event together, especially considering many of the event concepts were new. She stated she had one of the best fairs ever, and that the owners of the Willow Tree and Chelseas Menswear had one of their best fairs ever. She stated that the bar owners do not want to change a thing from this Art Fair.

S. Jordan stated that he too had a good Wyandotte Street Art Fair. B Kozinski inquired as to how the foot traffic is monitored, stating that it seemed way. S. Jordan shared his perspective that foot traffic appeared lower than years past, but that sales volume for his business was higher. A. Majlinger stated that many years ago the Street Fair would typically draw 250,000 visitors. She also explained that this years Wyandotte Street Art Fair did not overlap with Plymouths, which resulted in an abundance of high-quality artists participating in the Wyandotte Street Art Fair, specifically citing the Wyandotte Center for Art and Glass.

S. Jordan shared that there were complaints about a lack of a beer tent and bands. He stated that he agreed more music would be good, and that the fair was overall very good for restaurants, retailers and businesses. Chairwoman Slack noted that the publicity and press was wonderful, citing the arrangement with the promotions company. She cited no incidents from the Police Department, to which S. Jordan concurred was a helped by not having a beer tent, and that there was a polite crowd. The Board discussed that parking was better and that there should be an area for entertainment and congregating in the grassy theatre lot.

R. DeSana commented that the last two years have totally flipped in a positive way, citing slow hours during the fair met with an overwhelming crowds known as the "Wyandotte wave" after 11:00 PM beer tents closing, and that his business was steady and good all fair long, without any trouble from crowds, and that it's 100% in the right

direction. Director Gruber also concurred, and shared that he received a report of an incident free Street Fair from a Wyandotte Police Officer. Chairwoman Slack stated that the Art Fair has a very strong base and that it can always be enhanced more, and that this year was a roaring success.

Director Gruber highlighted a recent article published in the Detroit Free Press that covered almost \$50 million in real estate investment and development projects in the District. Director Gruber praised the people in the room, the people who own property and businesses, who live in Wyandotte, work and invest in Wyandotte that make all this possible. He stated this is an important story that the metro region is paying notice, and the DDA will continue to tell this story. Chairwoman Slack commended Director Gruber for helping to procure the attention, and stated there is even more to this story, and that the DDA Promotions Committee meeting will continue to build more publicity to support more shoppers, new businesses, grants, and attention from across the State.

# NEXT REGULAR MEETING: 5:30 PM, September 13th, 2022

# Motion by S. Jordan, supported by B. Kozinski, to adjourn the meeting. All in Favor. Motion Carries.

#### ADJOURNMENT: 6:10 PM

Respectfully Submitted,

Joe Gruber, DDA Director

#### Downtown Development Authority Special Meeting Minutes 5:30 PM, September 27<sup>th</sup> 2022 REGULAR MEETING AGENDA Hybrid Meeting Held In-Person at City Council Chambers, 3200 Biddle Avenue and Via the Zoom Audio-only Virtual Platform

**MEMBERS PRESENT:** Mayor Rob DeSana, Bryan Kozinski, Anne Majlinger, Scott Jordan, Patt Slack

MEMBERS EXCUSED:, Rick DeSana, John Jarjosa, Leo Stevenson, Norm Walker

**OTHERS PRESENT:** Joe Gruber, DDA Director, several members of the Downtown Development Area Citizen's Advisory Council, and several members of the general public

**PUBLIC COMMENT:** Christ Doulos, Owner, Vault Restaurant. Mr. Doulos inquired with the DDA Board as to what the purpose of the Downtown festivals are, asking if they are intended for the benefit of the businesses or the benefit of the promoters who host the events.

Chairwoman Slack answered stating that the promotions strategy is relatively new, citing that events have been a part of Downtown Wyandotte for a long time. She stated that the business association's main emphasis was for events, and that the City and DDA have continued in this effort, understanding that it contributes to a positive image and positive word-of-mouth marketing. She acknowledged that large promoters will host large events and bring large volumes of people into Downtown Wyandotte, and that hosting events in Downtown Wyandotte is open to all businesses and promoters, and no single entity. She highlighted an arrangement between the City and WOW 360 Event Productions that was initiated when the Wyandotte Business Association went out of business, which allowed for the community events to continue under new management. She asked Director Gruber for his insight into the overall events budget, to which he responded that the DDA's annual Marketing and Promotions budget for Downtown Events and WOW 360 Event Productions is \$30,000 across 14 events, the largest being the New Years Eve Ball Drop. The average event sponsorship is \$2,500 per event. He noted that the actual cost of hosting, promoting and implementing these events is far greater than the DDA's annual contribution. Chairwoman Slack reiterated the City and DDA's shared vision of being the City of Festivals that brings large events and large volumes of visitors into town.

Mr. Doulos then questioned whether the street closures are totally necessary, citing a loss of \$20,000 over three days of the Swiggin' Pig Festival, and \$10,000 over Friday and Saturday during the Fire and Flannel Festival. He cited his neighbor's losing business, including the bakery and barbershop, noting that the road closures impact all businesses, not just his. He noted that New Years Eve has been his busiest and most successful day and that he is concerned over the planned road closures for the NYE Event, which he believes will negatively impact his

business. He concluded by stating he is not concerned with the events so much as he is concerned with the road closures which severely impact their businesses. Mr. Doulos acknowledged that he has not been an active restaurant for long, and then cited loud music and stages are also disruptive to his business and prohibit the operation of his outdoor cafes.

Chairwoman Slack suggested the Special Events Office and DDA Director work with businesses to identify and implement solutions to issues caused by road closures.

Peter Rose, Owner, Chelsea and Willow Tree. Mr. Rose suggested that there is a disconnect between the City Council and the DDA regarding business advocacy and events. Mr. Rose asked Director Gruber how many businesses are located within the DDA Boundaries, to which he responded is over 150. He concluded by stating he is troubled by the fact that businesses are being negatively affected by the downtown events. He concluded by saying that the community should be supportive of small and local businesses. Chairwoman Slack noted that the events are also for citizens, families and children to enjoy entertainment downtown. Mr. Rose responded by saying that there are several businesses and people in town who feel the same way he does. Ms. Majlinger concurred and stated that there are more than several. Mr. Rose stated that these issues are not being dealt with assertively, and that most events have to do with alcohol, and that there are better ways to host events. He stated that the DDA should identify how each business individually feels about every single event and festival makes them feel, and to see if it is positive or negative. He continued to clarify that he does not want to sound negative on all the wonderful things happening, citing WOW 360 Event Productions purchase and redevelopment of the long vacant 142 Maple Street building., but that he is concerned about how their operation may affect their neighboring businesses if they aim to close roads on a monthly basis.

Mayor DeSana acknowledged that there are challenges with road closures, but that the City has always been asked to host more events to help draw more people to town, and that the businesses should be active in drawing more people to the community also. Mr. Rose cited the Business Association's events, stating that they were door-to-door events when all businesses participated. Mayor DeSana then questioned what happened to the Business Association. A. Majlinger responded that the Business Association folded when events transitioned from one day events to weekend events. Mr. Rose added that the Business Association imploded due to mismanagement. He stated the City should be marketing the Downtown, just like Love Wyandotte has been advertising Downtown Wyandotte on a monthly basis.

Mayor DeSana asked Director Gruber how much time in advance are the events planned before they are approved by City Council. Director Gruber stated that there is an annual event hosting agreement that outlines what events will occur, when and where, and that they are approved by City Council on an annual basis, with tentative road closures, at the beginning of each year. Changes and amendments to events and road closures occur throughout the year on an on-going basis in response to various factors, including complaints and concerns from the community and from businesses. Director Gruber cited several events including Swiggin' Pig and NYE Event. He acknowledged that the changes are meant to mitigate concerns, but may ultimately result in more concerns from all parties involved. He cited a consensus among the event promoters, businesses and community leaders that in responding to event complaints, we're taking one person's problem from one part of town and moving it to another part of town and making it someone else's problem. Director Gruber further acknowledged that these issues will occur in dense commercial districts with over 150 businesses and 85% commercial occupancy. Director Gruber also acknowledged that these events are all relatively new except for the Street Fair. He concluded by answering Mr. Doulos' original question, stating that the intention of the DDA and the City of Wyandotte in planning, hosting, supporting, sponsoring, welcoming and allowing all these events is for the primary purpose of supporting Wyandotte's businesses, residents and visitors, and not for the sole benefit of the promoter. He also acknowledging that they understand that there are conditions and an environment required to host an event and that these discussions are largely about negotiating how that environment works for both people, the promoters, and the businesses. He noted that they work on these issues on an ongoing basis and that they can do better with communication and surveying. He reiterated that the businesses and the City are first notified of these events at the beginning of each year, and that there are sometimes changes which are then communicated at that time. Chairwoman Slack concluded this portion of the meeting saying that this would all be taken into account seriously because the DDA is serious about helping and supporting the businesses.

# **APPROVAL OF MINUTES & AGENDA:**

Minutes from August 2022 Meeting and Special Agenda for September 2022 Meeting

# Motion by S. Jordan, Supported by B. Kozinski, to approve the Minutes from the August 2022 DDA meeting and the agenda for the September 2022 Special DDA meeting. All in favor, Motion carried.

# MONTHLY REVENUE/EXPENDITURE REPORT:

Monthly Revenue and Expenditure Report: Period Ending August 31<sup>st</sup>, 2022.

Motion by S. Jordan, Supported by A. Majlinger, to accept and approve the Monthly Revenue and Expenditure Reports for the Period Ending August 31<sup>st</sup>, 2022. Roll Call. All in Favor. Motion carried.

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

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

**Downtown Capital Improvements Plan (CIP) and Infrastructure Project:** Director Gruber provided a positive update on the Downtown CIP. The City Council Information Session was held at 6:00 PM, Monday, August 29<sup>th</sup>, 2022 at which he provided the City Council a detailed

overview of the scope of work, the cost estimates, the sources of funding, which was received generally well. The City Council also held a Annual Budget Hearing during which Director Gruber outlined the entire proposed DDA Budget as approved by the Board in the June Meeting, which includes considerable operational, planning and design funds associated with the Downtown CIP, which was all approve by Council. Director Gruber noted that the first major expense of these operational funds will be for the survey, which will then lead to design and engineering services. The survey RFP is scheduled for opening next Monday, October 3<sup>rd</sup> which will all be reviewed by the DDA, Engineering Department and the City Council. He noted the survey can then begin rapidly after it is approved. Director Gruber shared great news that the DDA was awarded \$1,000,000 from the MEDC's Revitalization and Placemaking Program for the Downtown Alleyway Enhancements, a major part of the DDA CIP. The DDA was also awarded a grant through the Michigan Coastal Management Program for green infrastructure planning in the amount of \$37,500 that will be matched with funds allocated into the DDA Operating Expense account for overall design services. Director Gruber noted that he is continuing his pursuit of more grant funding from foundations and other public and private sources, including Wayne County Economic Development Department who is utilizing American Rescue Plan Act Funding to support large transformative projects.

**Eureka Road Viaduct – Phase 2 Planting:** Director Gruber provided an update regarding the \$25,000 America in Bloom Grant awarded to the DDA to support a second phase of planting that will deliver approximately 30 new trees and several hundreds of feet of ground covers and flowering shrubs. The board discussed other related projects pertaining to the Eureka Road Viaduct bridges which are owned by the railroads, citing a major façade improvement that was recently completed by ITC. Director Gruber provided an update and overview of recent meetings, communications and site visits with Canadian National, noting that they will not perform any aesthetic improvements on any bridges or structure that they deem to be structurally sound and all-around safe condition. Director Gruber acknowledged that the City and DDA works with the resources that we have at our disposal in the areas that we can control, which is essentially landscaping and beautification. Director Gruber stated that he would continue to ask for support from the railroad companies to conduct improvements and repairs on the Viaduct bridges.

#### **NEW PROJECTS & BUSINESS**

 DDA Grant Committee: Joseph R. Peterson: Downtown Grant Application: Federal Building: 3131 Biddle, LLC.: Director Gruber provided an overview of the progress and grant application for redevelopment of the former City Hall which has been vacant since 2012-2013 which will be known as the Federal Building that is being led by 3131 Biddle, LLC. The project entails approximately \$10,000,000 of investment, two new stories of construction atop the existing building, including 36 new apartments and three commercial units (two ground floor and one roof top). The DDA Director has been supporting the developers in pursuit of grant funding and economic development incentives from the State of Michigan. During a review of the developer's real estate proforma, the State MEDC acknowledged a gap of \$100,000 in the finances which the Developer cited was from increased cost due to the rooftop unit which will be publicly accessible and have a strong impact on the Downtown commercial scene. The developer is seeking to fill through a Joseph R. Peterson: Downtown Grant Award, the review of which was recommended to be tabled by the Grant Committee until the City Council budget hearing and public infrastructure informational sessions took place. The Grant Committee members A. Majlinger and Chairwoman Slack expressed strong support of the project, specifically citing the commercial units and rooftop activation as the primary focus of the DDA's grant. Director Gruber stated that the Joseph R. Peterson: Downtown Grant operates on a reimbursement basis and are paid once the commercial units are complete and the businesses are open for regular business.

Motion by B. Kozinski, Supported by A. Majlinger to accept and approve the \$100,000 Joseph R. Peterson Downtown Grant Award to 3131 Biddle, LLC. upon the successful completion of the redevelopment of the former City Hall, to be known as the Federal Building, once all ground floor and rooftop commercial units are open for regular business. Roll Call. All in Favor. Motion carried.

2) DDA Grant Committee: Early Reimbursement Request: Joseph R. Peterson Downtown Grant Award: W Suites & Lofts Project: Director Gruber included a late item not previously included on the agenda. The Developers of the former post office, now known as the W Suites & Lofts, are seeking a reimbursement of the remaining \$90,000 of their \$180,000 grant, first awarded in December of 2019. Director Gruber noted that the developers have faced many challenges from COVID, supply chain issues, labor issues and design issues that led to several setbacks, and that the DDA Board has approved several extensions of this grant award in support of the developers and their substantial investment estimated at \$15,000,000 total, which may have increased in recent years. The DDA already partially reimbursed the first \$90,000 by Board vote during the regular meeting of the DDA on June 14, 2022, maintaining the same requirements of the grant agreement including submission of valid receipts totaling or exceeding the amount awarded, building and engineering approvals and legal requirements. Since that reimbursement was made, four businesses of six commercial units total have opened for regular business including Tacos & Tequila, the Oak Barrell, the Bling Thing and Agency 365, a real estate and financial group.

The remaining two businesses are for an IV/oxygen bar and another restaurant/bar. Director Gruber cited the DDA Grant Committee's recommendation, and further highlighted by Chairwoman Slack that the DDA Board should administer \$30,000 to the developers effective immediately, and the remaining \$60,000 should be administered upon the successful completion of the final two commercial units, \$30,000 each, once they become open for regular business. She stated that both units are fully leased with signed agreements and the tenants are making rent payments. Mayor DeSana inquired about the status of the residential units, citing that the original grant agreement was for the entire development including the residential units. Director Gruber explained that the DDA Grant Committee and DDA Board looks at the total investment of the project and the total benefits for the Downtown, and that the 49 proposed residential units were a very high priority for the DDA to support, while the grant itself is for new and expanding businesses only. The DDA accounts for the total investment and impact of a project, but the grant is for commercial businesses only. Director Gruber noted that the Board saw significant progress with the entire development, including the residential tower, and was compelled to administer the partial reimbursement of \$90,000 at their request based on this total progress.

Mayor DeSana stressed that this generous grant contribution and remaining payment of the outstanding funds should be the incentive to get the entire project done. B. Kozinski suggested implementing a timeline to the grant reimbursements, which the program usually entails. Director Gruber stated that a prescribed timeline would beholden the developer's grant reimbursement to the commercial tenants' activities, who are responsible for finishing the completion of their respective commercial units, which is a complicating factor. S. Jordan echoed support for the DDA Grant Committee's recommendation. Chairwoman Slack noted that the DDA Grant Committee conducted its due diligence regarding conversations with the developers and getting a firm update on the remaining commercial businesses, leases, and progress and that the committee is withholding future payments until those new businesses open up.

Motion by B. Kozinski, Supported by S. Jordan, to administer a \$30,000 partial payment to the W Suites & Lofts and further approves a phased reimbursement for the remaining \$60,000 grant upon successful completion of the remaining two units, \$30,000 each, once they are open for regular business. All other terms and conditions of the grant are to remain the same. Roll Call. All in Favor. Motion carried.

3) Markets of Downtown Wyandotte: Director Gruber shared an update regarding the Markets of Downtown Wyandotte, which is an indoor and outdoor marketspace operated by the Wyandotte Special Events Office. Due to staffing changes and the former Market Manager returning to school, the DDA and Special Events Office have hired Love it Again Vintage Décor a More, a retail business located on Fort Street in Wyandotte that offers vintage goods, to serve as the master vendor and will help run the Markets of Downtown Wyandotte, attract new vendors and programs. Director Gruber highlighted

an update recently sent out to all the Downtown business owners that included an expansive list of seasonal happenings and special, festive events. He concluded by citing that the DDA is focusing more effort on small business development, micro-programming and other supportive measures for marketing and publicizing the Downtown as a whole, and that the Markets should service as the focal point of everything.

**NEXT REGULAR MEETING**: 5:30 PM, Tuesday November 1<sup>st</sup>, 2022 (*October meeting cancelled and November meeting rescheduled from November 8<sup>th</sup> due to the election*)

# Motion by P. Slack, supported by S. Jordan, to adjourn the meeting. All in Favor. Motion <u>Carries.</u>

#### ADJOURNMENT: 6:50 PM

Respectfully Submitted,

Joe Gruber, DDA Director

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, October 12, 2022 at 5:00 PM.

Roll Call:

Present: Commissioners Ca

Carolyn Harris Leslie Lupo Robert J. Thiede Paul Gouth-Excused Bryan Hughes

General Manager & Secretary Paul LaManes

Also, Present-

Amy Cannatella-CATV Joel Adkins-CATV Amber Haggerty Ryan Smith Rob Haggerty John Stambersky Dave Fuller

#### Approval of Minutes:

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo to approve the September 28, 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

None

#### Resolution #10-2022-1

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo for Approval by the Wyandotte Services Commission a majority of its members thereto concurring, that the Commission approves the salary adjustment of \$90,000 for John Stambersky and Jon Angeles, ConneX management, effective 10/10/2022, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, and Hughes

NAYS: Commissioner Thiede Motion Passes

#### Reports and Communications

Monthly Subscriber report-September 2022

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo to receive and place on file the Monthly Subscriber report for September 2022.

Commissioner Harris that the roll be attached, no objections were made, roll attached.

#### Approval of Vouchers

MOTION by Commission Hughes and SECONDED by Commissioner Lupo that the vouches be paid as submitted.

10.4.2022 #5466 \$772,870.30

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, and Hughes

NAYS: None Motion Passes

#### **Other/Late Items**

Transmission and Distribution of Electric Superintendent Ryan Smith took the podium to give a brief overview of the recent experience in Florida for Hurricane Relief. Mr. Smith along with four (4) other WMS Electric department employees set out to Florida to assist with Hurricane relief on September 27, 2022. Mr. Smith stated it was very rewarding to help restore power for those in need. Smith said it was a great learning experience for the Apprentice Lineman to see how everything works in other places outside of our city. They were grateful for the opportunity and experience.

Motion by Commissioner Hughes and SECONDED by Commissioner Lupo to now adjourn at 5:07 PM. Roll attached. Meeting adjourned.

# Next Meeting - Wednesday, October 26, 2022 at 5 PM

Paul LaManes General Manager/Secretary

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, October 26, 2022 at 5:00 PM.

Roll Call:

Present: Commissioners

Carolyn Harris Leslie Lupo Robert J. Thiede-Excused Paul Gouth-Excused Bryan Hughes

General Manager & Secretary Paul LaManes

Also, Present-

Amy Cannatella-CATV Joel Adkins-CATV Amber Haggerty Rob Haggerty Dave Fuller

#### **Approval of Minutes:**

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo to approve the October 12, 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

#### Resolution #10-2022-2

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo that the Wyandotte Municipal Services Commission, a majority of its members thereto concurring, that the Commission approves three (3) additional vacation days for each non-represented employee be credited on a calendar year basis that can be sold at the current hourly or equivalent base rate on a lump sum basis or be used as additional vacation days on a use it or lose it basis prior to end of the calendar year, subject to the additional parameters as outlined in the detail of this request, and as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, and Hughes NAYS: None

Motion Passes

#### Resolution #10-2022-3

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo to approve resolution to allow the Wyandotte Municipal Services General Manager to sign the Letter of Authorization with the Michigan Public Power Agency (MPPA) for 2023-2025 CEP services, as solicited for bid via a public RFP by the MPPA through their CEP Service Committee pursuant to the 2022 calendar year and adopted by the MPPA board for calendar years 2023-2025, at an approximate commitment level no less than \$185,000 per calendar year, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, and Hughes NAYS: None Motion Passes

Reports and Communication None

Approval of Vouchers None

Other/Late Items None

#### Closed Session to discuss acquisition of Real Property.

BE IT RESOLVED that the General Manager has expressed a desire to meet in closed session to discuss the acquisition of real property, in accordance with Section 15.268d of PA 267 of 1976. THEREFORE, BE IT RESOLVED that this Body will meet in closed session immediately following the regularly scheduled Commission meeting for the above-stated purpose only.

MOTION by Commission Hughes and SECONDED by Commissioner Lupo to now go into closed session for matter regarding the above stated purpose only.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, and Hughes NAYS: None Motion Passes

Motion by Commissioner Hughes and SECONDED by Commissioner Lupo to now adjourn at 5:05 PM. Roll attached. Meeting adjourned.

### Next Meeting - Wednesday, November 9, 2022 at 5 PM

Paul LaManes General Manager/Secretary