



AGENDA

REGULAR SESSION

MONDAY, NOVEMBER 21, 2022 7:00 PM

PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA

CHAIRPERSON OF THE EVENING: THE HONORABLE KAYLYN CRAYNE

CALL TO ORDER

PLEDGE OF ALLEGIANCE

- Led by Cub Scout Pack 1770

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

PRESENTATIONS

- Certification of Recognition - Wyandotte Indians Freshman Football Peanut Bowl Champions

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

At this time, any persons having matters of immediate importance which they were unable to place in writing prior to the agenda deadline may approach the podium and will have three (3) minutes to address Mayor and Council.

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

1. Approval of City Council Minutes 11.14.2022
2. Social District Moratorium Revocation

NEW BUSINESS

3. First Amendment to Lease - 3200 Biddle
4. Rezoning of the property at 3869-3901 Fort Street
5. PD Planned Development Application for 2000 Biddle Avenue
6. Phase II Final Site Plan Review for the Former 2533 - 2557 Biddle Avenue
7. 2022 Sewer CCTV Project

BILLS & ACCOUNTS

REPORTS & MINUTES

Beautification Commission 11/10/2022

Cultural & Historical Commission 09/08/2022

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: DECEMBER 5, 2022

ADJOURNMENT

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers and via Virtual Telecommunication methods, due to COVID-19 in accordance with Wayne County Local Public Health Department "Guidance for Meetings of Governmental Bodies" and PA228 of 2020, using the Zoom Audio platform, on Monday, November 14, 2022, and was called to order at 7:00pm with Honorable Mayor Pro Tempore Kelly Stec presiding.

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

Present: Mayor Pro Tempore Kelly Stec, Councilpersons Christopher Calvin, Kaylyn Crayne, Todd Hanna, Rosemary Shuryan

ABSENT: Mayor Robert A. DeSana, Councilperson Robert Alderman; City Treasurer Todd Browning

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

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

2022-335 TRAFFIC STUDY – 17TH BETWEEN EUREKA & GROVE

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-336 CITIZEN COMMUNICATION – D. GEE, YACK ARENA DEHUMIDIFIER

By Councilperson Calvin, supported by Councilperson Crayne

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 with any further questions to be forwarded to the Superintendent of Recreation.

Motion unanimously carried.

CALL TO THE PUBLIC

CONSENT AGENDA

2022-337 MINUTES

By Councilperson Calvin, supported by Councilperson Crayne

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

Motion unanimously carried.

2022-338 SPECIAL ASSESSMENT ROLL – VARIOUS SERVICES

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-339 ROAD CLOSURE REQUEST – THE LINCOLN CENTER HOLIDAY PARADE

By Councilperson Calvin, supported by Councilperson Crayne

WHEREAS, The Lincoln Center has requested to close Electric and Cora Streets at Goddard Rd, and Baumeys 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.

Motion unanimously carried.

2022-340 CARRIAGE FOR CHRISTMAS PARADE

By Councilperson Calvin, supported by Councilperson Crayne

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; AND

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.

Motion unanimously carried.

2022-341 TREE REMOVAL REQUEST – 2735 22ND ST.

By Councilperson Calvin, supported by Councilperson Crayne

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. 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.

Motion carried.

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

NAYS: NONE

ABSTAIN: Councilperson Hanna

NEW BUSINESS**2022-342 CHARGE UP MICHIGAN GRANT EXTENSION**

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-343 MCKINLEY SCHOOL REDEVELOPMENT: RIGHT OF ENTRY/ACCESS

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-344 SMART FY2023 MUNICIPAL & COMMUNITY CREDIT CONTRACT

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-345 DAVEY GOLF CONTRACT EXTENSION

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-346 2023 WYANDOTTE TODAY AGREEMENT

By Councilperson Calvin, supported by Councilperson Crayne

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 estimate

Total - \$20,000

Motion unanimously carried.

2022-347 SALE OF FORMER 569 ORANGE

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-348 NEZ APPLICATION – 567 ORANGE

By Councilperson Calvin, supported by Councilperson Crayne

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 abatements 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.

Motion unanimously carried.

2022-349 DEMOLITION OF 1247 ELM

By Councilperson Calvin, supported by Councilperson Crayne

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

Motion unanimously carried.

2022-350 ACQUISITION OF 1117 7TH ST.

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

2022-351 BID AWARD: FILE #4836 – STAND ON BLOWER (DPS)

By Councilperson Calvin, supported by Councilperson Crayne

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).

Motion unanimously carried.

2022-352 BILLS & ACCOUNTS

By Councilperson Calvin, supported by Councilperson Crayne

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.

Motion unanimously carried.

REPORTS & MINUTES

Civil Service Commission 11/02/2022

Downtown Development Authority 06/14 (Revised), 08/09, & 09/27/2022

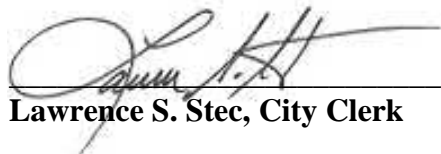
WMS Commission 10/12 & 10/26/2022

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**ADJOURNMENT****2022-353 ADJOURNMENT**

By Councilperson Calvin, supported by Councilperson Crayne

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:50 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

Item Number: #1
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meetings held under the dates of November 14, 2022, be approved as recorded, without objection.

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	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 11/21/2022

AGENDA ITEM # 2

ITEM: Social District Moratorium Revocation

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Due to several challenging circumstances the Rockin' NYE Event currently scheduled for December 31st, 2022 will be postponed until next year, December 31st, 2023. Therefore, the DDA Director is requesting the revocation of the previously approved Comprehensive Moratorium on the Social District for this date.

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

ACTION REQUESTED: The DDA Director is requesting the revocation of the previously approved Comprehensive Moratorium on the Social District for the Rockin' NYE Celebration on December 31st, 2022.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: DDA Director will work alongside the Special Events Coordinator to communicate the event cancellation and the revocation of the Social District Moratorium

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #2
Date: November 21, 2022

RESOLUTION by Councilperson _____

WHEREAS, the Rockin' NYE Event scheduled for December 31st, 2022 will no longer take place.

THEREFORE BE IT RESOLVED that the City Council hereby concurs with the recommendation of the DDA Director and revokes the Comprehensive Moratorium on the Downtown Wyandotte Social District on December 31st, 2022.

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	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 11/21/2022

AGENDA ITEM # 3

ITEM: First Amendment to Lease - 3200 Biddle

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In November of 1998, the City sold property to D-M Investments, LLC, at Biddle and Ford Avenue that previously housed the City's Department of Public Services. Subsequent to this, the purchase agreement was amended four (4) times with the fourth amendment rendering the first three amendments null and void. In the Fourth Amendment, a property swap was agreed upon where property previously purchased by the developer was conveyed back to the City to facilitate the construction of the new Police/Court facility. In exchange for the return of this property, the City agreed to convey, as part of this trade of real estate, the City-owned parcel immediately adjacent and to the north of the Charter One Building at Maple and First Street. In January of 2020, an additional property exchange was approved by the City Council to facilitate the final development of the parcels of land at Biddle/Ford Avenue originally contemplated in 1998. Included in this final property swap was a reiteration of the option for the developer to receive parking lot #10 at First/Maple. Due to the density of development in that immediate area, the City is now desirous to retain ownership of this parking lot which has yet to be conveyed to the developer.

On December 23, 2019, the City and Simeon Investment Company entered into a Lease Agreement for the entire Fourth Floor of 3200 Biddle Avenue. It is not being recommended that, in exchange for the continued ownership of City-owned parking lot #10 at Maple and First Street, the attached First Amendment to the Lease Agreement be approved. This First Amendment will grant the Lessee, who is the current assignee and beneficiary of the Biddle/Ford Avenue property swap, the inclusion of the property on the first floor of 3200 Biddle Avenue that was previously occupied by Chase Bank. In exchange, the City will retain ownership of Lot #10 and receive \$1,000/month upon issuance of a Certificate of Occupancy for the 1st Floor property being included in the lease.

STRATEGIC PLAN/GOALS: To advocate for economic development.

ACTION REQUESTED: Authorize the Mayor and City Clerk to sign the First Amendment to the Lease Agreement dated December 26, 2019, between the City and Simeon Investment Company.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The DDA and City will receive undetermined property tax revenue after the property is transferred back to private use and \$1,000/month upon the issuance of a Certificate of Occupancy.

IMPLEMENTATION PLAN: City Administrator will ensure execution of the lease amendment.

LIST OF ATTACHMENTS:

1. First Amendment to Lease Agreement
2. Lease Agreement 3200 Biddle 4th Floor
3. Fourth Amendment - June, 2004
4. Biddle Northline Property Swap 1.27.20

RESOLUTION

Item Number: #3
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED that the Mayor and City Council concur with the recommendation to approve the First Amendment to the Lease Agreement dated December 26, 2019 between Simeon Investment Company and the City and

FURTHER, this amendment amends the location of the covered garages previously outlined in Lease Agreement and

FURTHER, that this amendment adds the section of the First Floor space commonly known as the Chase Bank Space to the scope of Leased Premises with the Lessee paying \$1,000/month upon the issuance of a Certificate of Occupancy for the First Floor space and

FURTHER, the option for Simeon Investment Company to exercise the previously granted option to acquire the City owned parcel (aka Lot 10) is canceled

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	_____

**FIRST AMENDMENT TO THE
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (this "Amendment") is made as of _____, 2022 (the "Effective Date"), by and between CITY OF WYANDOTTE, a Michigan municipal corporation ("Lessor") and NORTHLINE BIDDLE LLC (formerly known as D-M Company) and SIMEON INVESTMENT COMPANY, a Michigan Corporation ("Lessee") with both of their offices located at 3005 Biddle Avenue, Wyandotte Michigan 48192.

RECITALS:

WHEREAS, Seller and Purchaser are parties to that Lease Agreement dated as of December 26, 2019, pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to lease from Lessor that certain real property therein, commonly known as the Fourth Story of 3200 Biddle Wyandotte, Michigan 48192 together with common areas and parking spaces depicted therein, as more particularly described in the Lease Agreement, upon and subject to the conditions and limitations set forth therein. Capitalized terms used therein not otherwise defined shall have the meanings ascribed thereto in the Lease Agreement.

WHEREAS, Lessor and Lessee desire to amend the abovementioned Lease Agreement as more particularly set forth herein.

AGREEMENT:

WHEREAS Lessee, Simeon Investment Company is the current Assignee and beneficiary of a certain Contract for Exchange of Real Estate dated January 30, 2020 between Northline Biddle LLC/Purchaser (formally known as the D-M Company) and City of Wyandotte as Seller. Among other rights and duties enumerated therein, the contract states in part of Paragraph 8 and Paragraph 9 at page 2 the following:

...then "City will convey as part of this trade of real estate, the City-owned parcel immediately adjacent and to the north of the Charter One Bank site, currently a City owned parking lot, as described and shown in Exhibit E. The "First Street Property" is comprised of approximately 13,100 square feet. The option to acquire this land, the "First Street Property", shall expire if not exercised four (4) years after the issuance of the building permit for the OS development to be constructed on "Parcel A"... (Lot 10 legal description provided on Addendum A (which is attached and incorporated herein)

Paragraph 9 of the subject lease also states:

... "the D-M Company will receive the "First Street Property" in an "as is condition" and will conduct and pay for any desired environmental studies and/or remediation. D-M Company shall also conduct and pay all costs for any survey and lot combination necessary."

WHEREAS the building permit for the Office Service Development was issued and the construction on that site commenced on or about June 15, 2020. Northline Biddle LLC formerly known as D-M Company has informed the City of its intention to exercise its option to acquire the subject City owned parcel (aka Lot 10) during its valid option term.

WHEREAS, the Purchaser/Northline Biddle LLC formerly known as D-M Company and the Assignee Simeon Investment Company are all majority owned, managed, and controlled by Joseph S. Daly.

WHEREAS the Purchaser, Northline Biddle LLC formerly known as D-M Company has met all requirements of the Exchange Agreement dated January 30, 2020.

WHEREAS it is in the best interests of the City of Wyandotte to cancel the sale of Lot 10 due to the increase in off-street parking needs in the Downtown Business District. Accordingly, the City has agreed to the following:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration including the cancellation of the Northline Biddle LLC's option to purchase Parking Lot 10, the receipt and sufficiency of which are hereby acknowledged, Lessor/City and Lessee/Simeon hereby agree to amend the above referenced Lease Agreement dated on the 26th day of December 2019 as follows:

“Article 1, entitled Definitions at page 2 currently the “Leased Premises” or “Premises” to mean the fourth floor of 3200 Biddle, Wyandotte, Michigan 48192 together with two parking spaces per residential unit with Lessee being permitted to construct covered or garage parking at Lessee’s expense over those parking spaces. The location of the parking spaces shall be described in Exhibit A.”

Be it resolved that Article 1 is hereby amended to now state the following:

Article 1, entitled Definitions at page 2 currently the “Leased Premises” or “Premises” to mean the Fourth Floor of 3200 Biddle, Wyandotte, Michigan 48192 together with two parking spaces per residential unit with Lessee being permitted to construct covered or garage parking at Lessee’s expense over those parking spaces. Apartment dwellers may park in any of the shared City Hall parking spaces until garages are built. The location of the parking spaces is described in a Revised Exhibit A which is attached and incorporated herein and labelled as Addendum B.

In addition to the Fourth Floor and related parking areas including but not limited to the area dedicated for future garage construction, the City does hereby agree to add to the scope of the Leased Premises by including the section of the First Floor area commonly known as the Chase Bank Space (See Addenda B & C) including all bank furnishings, doors, shared parking spaces currently available to City Hall visitors, as well as all access points and drive thru areas not currently being used by the City and previously leased to Chase Bank. The Lease space will be taken in as an “as is” condition and Lessee will be liable for all property taxes, upkeep inside the unit, and utilities associated with such space throughout the Lease Term as defined in greater detail in the original Lease dated December 26, 2019, and recorded in the Wayne County Register of Deeds.

In addition, Lessee shall pay the sum of One Thousand Dollars (\$1,000.00) per month to the City throughout the Lease Term to be used to fund City’s ongoing repairs and maintenance to the building and parking lots. This payment shall begin on the date the City issues Lessee’s Certificate of Occupancy for the Leased Premises.

IN WITNESS WHEREOF, the Lessee has executed this First Amendment to the Lease Agreement on the date shown below and Lessor has accepted same on the Date of Acceptance shown below.

[Signatures on Separate Page]

City of Wyandotte, a Michigan Municipal Corporation

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

By: **Lawrence Stec, City Clerk**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2022, before me personally appeared **Robert A. DeSana as Mayor and Lawrence Stec as City Clerk** for the City of Wyandotte, a Michigan Municipal Corporation and said that said instrument was signed on behalf of said corporation by authority of its City Council and said Mayor and City Clerk acknowledged this instrument to be the free act and deed of said corporation.

_____, Notary Public

_____, County Michigan

My Commission Expires: _____

Acting in _____ County

Northline Biddle LLC
Formerly known as D-M Company

Simeon Investment Company

By: **Joseph S. Daly, Manager**

By: **Joseph S. Daly, President**

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this _____ day of _____, 2022, before me personally appeared **Joseph Daly as President** of Simeon Investment Company, a Michigan Corporation and Manager of Northline Biddle LLC (formerly known as D-M Company), and said that said instrument was signed on behalf of said corporations by authority of their Boards of Directors and said officer acknowledges this instrument to be the free act and deed of said corporations.

Melissa Armatis, Notary Public

Wayne, County Michigan

My Commission Expires: 7/10/2026

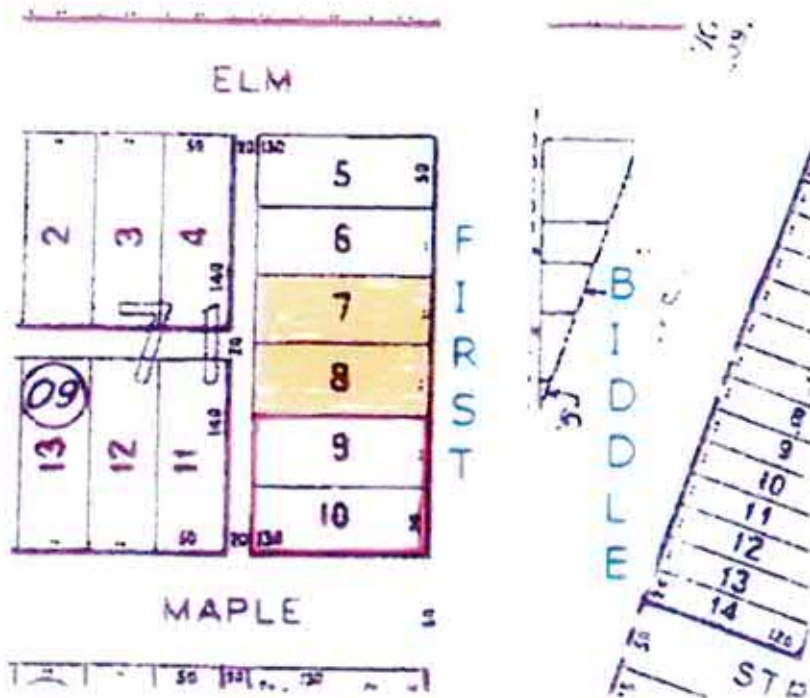
Acting in Wayne County

When Recorded Return To:

Joseph S. Daly, President
Simeon Investment Company
3005 Biddle Avenue,
Wyandotte, MI 48192

FIRST AMENDMENT TO THE LEASE AGREEMENT

ADDENDUM "A"



304Q 1st Street - LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

3056 1st Street - N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.57 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

3058 1st Street - S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

City Parking Lot #10 - LOTS 7 AND 8 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR Owner City of Wyandotte



PROPERTY
MANAGEMENT
Design
&
Development

PROJECT FILE:

WYNDOTE AND
BARRY CONSTRUCTION
200 WELLS AVENUE
WINDOTTE, MI

DRY FILE:

SITE PLAN

PROJECT NO. 81-028



SITE & ZONING
ASSOCIATES, INC.
1000 W. 10TH AVE.
SUITE 100
DENVER, CO 80202
TEL: 303-733-1100
FAX: 303-733-1101
WWW.SZASOCIATES.COM

SHOWN SQUARE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

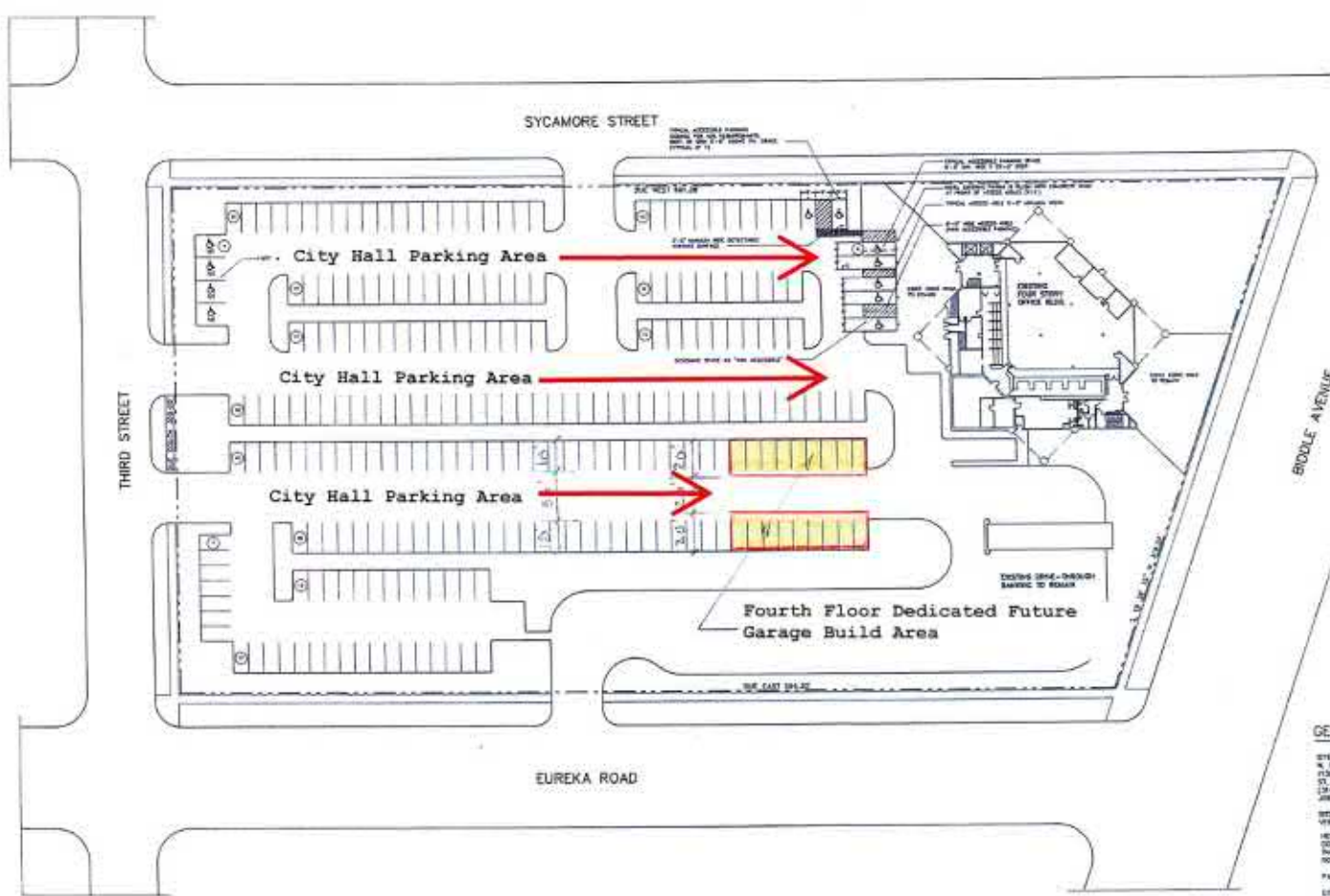
FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE

FOOTAGE



SITE PLAN
SCALE: 1"=50'-0"

GENERAL NOTES:

1. SITE INFORMATION TAKEN FROM AN OWNER PROVIDED SURVEY BY
K. J. CARL COMPANY
1000 MAPLE AVENUE
ST. LOUIS, MISSOURI 63101
(314) 641-1000
JAN 1978 (DATED 8/14/78)

2. SITE PLAN SHOWN HERE FOR GENERAL REFERENCE ONLY.
VERIFY ALL EXISTING CONDITIONS IN FIELD. DO NOT SCALE DRAWINGS.

3. NEW PARKING, DRIVEWAY AND ACCESSIBLE DRIVE INTO BUILDING IS TO
COMPLY WITH BOTH THE MINIMUM PARKING PERCENTAGE AND
THE AMERICAN WITH DISABILITIES ACT - 1990 (CITING ACCESSIBLE
ROUTE IN FIELD FOR DRIVEWAY IN LEVEL, ETC.)

4. PARKING SURVEY

EXISTING
MINIMUM PARKING PERCENTAGE
MINIMUM PERCENTAGE
TOTAL EXISTING PARKING PERCENTAGE
MINIMUM PERCENTAGE (IF AVAILABLE INFORMATION)

PROPOSED
MINIMUM PARKING PERCENTAGE
MINIMUM PERCENTAGE (IF AVAILABLE INFORMATION)
TOTAL PROPOSED PARKING PERCENTAGE

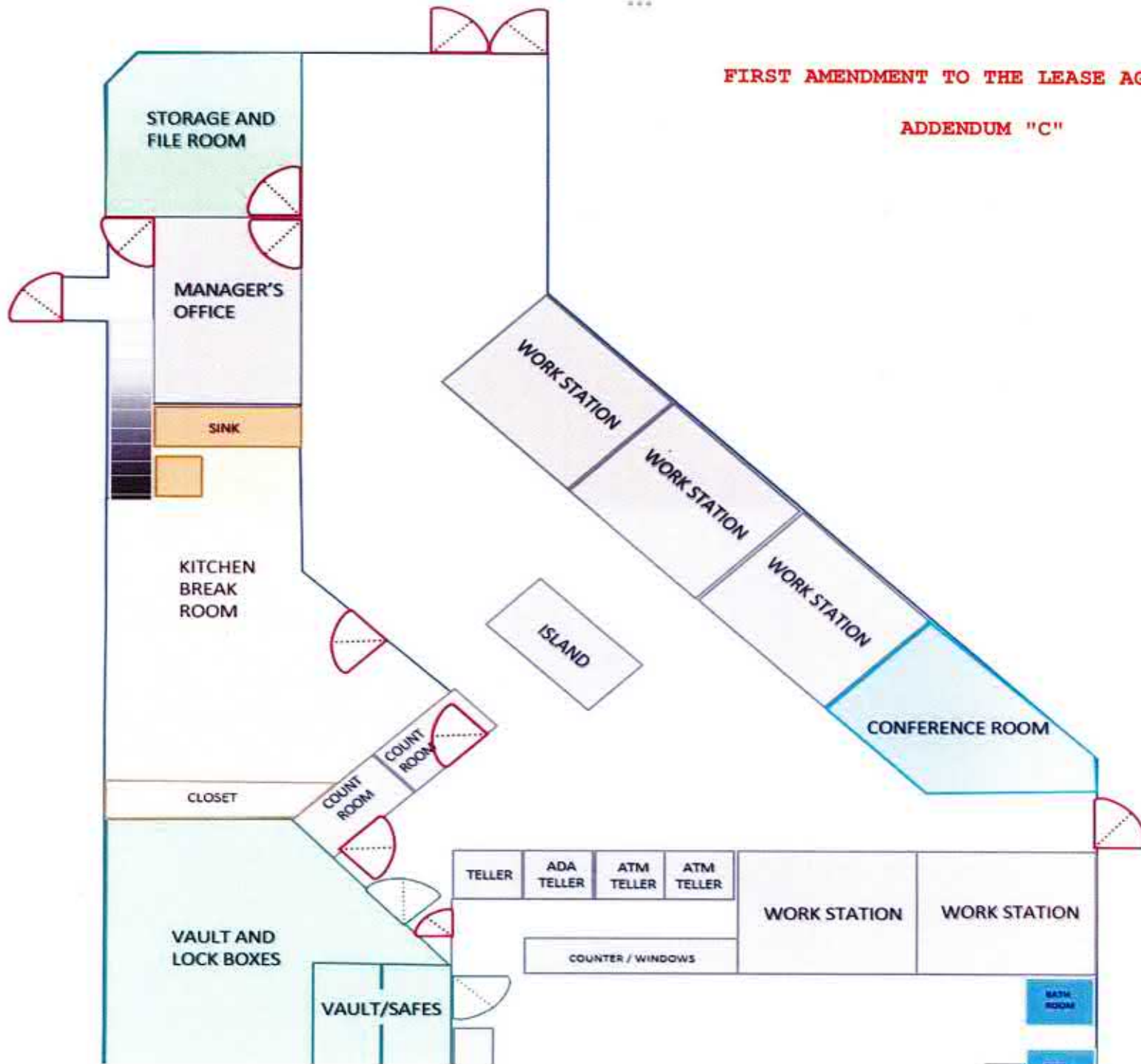
Handwritten signature

DATE: 11/11/88

480SP301

FIRST AMENDMENT TO THE LEASE AGREEMENT

ADDENDUM "C"



LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of **March 31, 2020** (the "Effective Date") by and between the **CITY OF WYANDOTTE**, a Michigan municipal corporation, as Lessor of 3200 Biddle, Wyandotte, Michigan, and **SIMEON INVESTMENT COMPANY** of 3099 Biddle, Suite 310, Wyandotte, Michigan 48192 existing under the laws of the State of Michigan, as Lessee.

RECITALS:

WHEREAS, the Lessor has been duly organized pursuant to the provisions of the Michigan Constitution, Home Rule Cities Act and other Laws of the State of Michigan; and

WHEREAS, Lessor owns certain land consisting of 4 story building at 3200 Biddle, City of Wyandotte, Wayne County, Michigan; and

WHEREAS, after careful study and investigation the Lessor, pursuant to a resolution duly adopted, has agreed to enter into this lease agreement (the "Lease Agreement"), dated as of the date first written above, with the Lessee, pursuant to which the Lessor agrees to lease the real property consisting of the fourth story of 3200 Biddle, Wyandotte, Michigan 48192 (together with parking spaces identified in Exhibit A) owned by the Lessor for the exclusive use and occupancy of the Lessee for the purpose of constructing residential units to be sublet by Lessee upon completion on; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Lessor and the Lessee agree as follows:

ARTICLE 1 DEFINITIONS

"Ad Valorem Property Taxes" Taxes levied on the real and personal property related to the Leased Premises pursuant to "The General Property Tax Act", as may be amended (MCL 211.1 et seq.).

"Event of Default" means any of the events described in Section 901 hereof.

CD
12/26/19

"Lease" or "Lease Agreement" means this Lease Agreement as it now exists and as it may hereafter be amended in accordance with its terms.

"Lease Term" or "Term" means the duration of the leasehold interest created by this Lease as specified in Section 4.1 hereof.

"Leased Premises" or "Premises" means the fourth floor of 3200 Biddle, Wyandotte, Michigan 48192 together with two parking spaces per residential unit with Lessee being permitted to construct covered or garage parking at Lessee's expense over those parking spaces. The location of the parking spaces shall be described in Exhibit A.

"Lessee" means Simeon Investment Company, and, subject to the terms herein, its successors and assigns, including any surviving, resulting or transferee entity as provided herein.

"Lessor Indemnitee" means the City of Wyandotte, its elected and appointed officials, all city employees and the city's vendors and contractors.

"Permitted Use" means the construction of residential units to be sublet at the Lessees discretion upon completion (together with parking spaces identified in Exhibit A).

"Person" means an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

"Prime Rate" means the prime lending rate as reported in The Wall Street Journal on the first Business Day of each calendar quarter.

"Taxes" means all ad valorem real and personal property taxes related to the Leased Premises, the improvements and buildings to be constructed thereon, the leasehold estate created hereby, all of Lessee's equipment, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, excise, property, sales transfer, franchise, payroll, withholding, social security, gross receipts, license, stamp, occupation, employment or other taxes, including any interest, penalties or additions attributable hereto.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the Lessor. The Lessor makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessor is a Michigan municipal corporation, created and validly existing pursuant to laws of the State of Michigan. Under the provisions of the Lessor's Charter, ordinances and Michigan Law, the Lessor has full power to execute and deliver the Lease and to enter into the transaction contemplated thereby and to perform and observe its obligations contained therein. The Lessor has duly and validly taken all action of the City Council as may be required to be taken for the due and

proper authorization, execution and delivery of the Lease and authorization of the transactions contemplated thereby.

- (b) **Execution and Delivery.** Lease has been duly authorized, executed, and delivered by the Lessor, and constitute a valid and legally binding obligation of the Lessor.
- (c) **No Conflicts.** The execution, delivery and performance by Lessor of the Lease and the consummation of the transactions contemplated thereby will not (i) conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration under, any mortgage, deed of trust, bond ordinance, loan agreement or other material agreement, ordinance, resolution or instrument to which Lessor is a party or by which Lessor is bound or to which any of the property or assets of Lessor is subject, or (ii) result in any violation of its Charter or ordinances or resolutions.

Section 2.2. Representation and Warranties by the Lessee. The Lessee makes the following representations and warranties:

- (a) **Organization and Authority.** The Lessee is a Michigan Corporation duly organized and validly existing under the laws of the State of Michigan and (ii) is duly qualified to do business in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own, lease or hold its property and to conduct the business in which it is now engaged or proposed to be engaged, except where the failure to so qualify or have such power or authority would not, singularly or in the aggregate, have a Material Adverse Effect.
- (b) **Agreement is Legal and Authorized.** The Lessee has full right, power and authority to execute and deliver the Lease and to perform its obligations thereunder, and all membership action required to be taken for the due and proper authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been duly and validly taken.
- (c) **Execution and Delivery.** The Lease has been duly authorized, executed and delivered by the Lessee, and constitute a valid and legally binding obligation of the Lessee enforceable against it in accordance with the terms thereof, except to the extent limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally, and by general equitable principles (whether considered in a proceeding in equity or at law).
- (d) **Compliance with Other Agreements.** The execution, delivery and performance by the Lessee of the Lease and the use allowed by the Lease will not (i) conflict with or result in a breach or violation of any of the terms or


12/26/19

provisions of , or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Lessee pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Lessee is a party or by which the Lessee is bound or to which any of the property or assets of the Lessee is subject, (ii) result in any violation of the provisions of the Lessee's By Laws or operating agreement or (iii) result in any violation of any statute or any judgement, order, decree, rule or regulation of any Governmental Authorities, in each case which could be Material Adverse Effect.

- (e) **Government Consents.** All governmental approvals to be obtained by, in the name of, or on behalf of the Lessee in connection with the due execution, delivery and performance of the Lease has been duly obtained or made, are validly issued and in full force and effect. The Lessee is in compliance with all such governmental approvals, except to the extent that noncompliance could not reasonably be expected to result in a Material Adverse Effect on Lessor.
- (f) **Litigation.** There are no legal or governmental proceedings pending to which the Lessee is a party or of which any property or assets of the Lessee are the subject which, singly or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Lessor; and to the best of the Lessee's knowledge, no such proceedings are threatened by governmental authorities or others.
- (g) **No Default.** The Lessee is not (i) in violation of its by-laws or other organizational documents, (ii) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in the Lease.

ARTICLE 3 LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1. Lease of the Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee hereby Leases from the Lessor, the Leased Premises at the rent set forth in Section 4.4 hereof and in accordance with the provisions of this Lease for construction of residential units to be sublet by Lessee upon completion and for no other purpose.

Section 3.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein and upon performing and observing the covenants, conditions, and agreement hereof in all material respects, shall and may peaceably hold and enjoy the Leased Premises during the Lease Term, subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any person lawfully claiming by or through Lessor. The foregoing covenant is in lieu of any other covenant express or implied.

Section 3.3. AS IS. Lessee acknowledged that it is accepting the Leased Premises on an "AS IS WHERE IS" basis. Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Leased Premises. Lessee also acknowledge that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Leased Premises or with respect to the suitability of any of the foregoing for the conduct of Lessee's business. Lessor will provide the 4th floor with a white box interior and clear span.

Section 3.4. Title to Leased Premises. Lessor warrants that it has good and marketable fee title to the Leased Premises, free and clear of any lien (including, without limitation, any lien associated with any tax), encumbrance, mortgage, claim, pledge, security interest, option, warrant or other rights of any kind or securities convertible or exchangeable for, or which otherwise confer on the holder thereof, any right to acquire any ownership interest in the Leased Premises, or any other restriction whatsoever, except as may be set forth on any title commitment obtained by Lessee, the effect of which would impair the leasehold estate granted Lessee under this Lease. Lessor shall provide such documents as are reasonably required for Lessee's title insurer to issue a leasehold title policy, including an owner's affidavit.

ARTICLE 4 EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 4.1. Effective Date of this Lease; Duration of Lease Term.

- (a) This Lease shall become effective upon the Effective Date. The leasehold interest created by this Lease shall then begin, and, subject to the other provisions of this Lease shall expire at midnight on the date which is ninety-nine (99) years from the effective date (the "Term" or "Lease Term").
- (b) At the conclusion of the 99-year lease term, the lease premises will revert to the Lessor and the lease will automatically expire (unless the Parties agree in writing otherwise or Lessee exercises its option in a timely manner). Upon the expiration of the Lease, any assets installed on the property will become the property of the Lessor without a reimbursement payment to the Lessee for assets reverting to the Lessor. However, at least one year prior to the expiration of the lease term, Lessor and Lessee shall enter into good faith negotiations in an effort to agree to a new lease term at a rental rate which is agreeable to both parties. If no agreement is made, Lessee shall have an option to renew the lease upon identical terms and conditions except that the lump sum rental amount shall be a total of two-hundred thousand (\$200,000) dollars as adjusted upward each year for the rate of inflation as allowed by the General Property Tax Act (as may be amended). However, in no event will the rental amount exceed four-hundred thousand (\$400,000.00) dollars if the Lessee exercises the option to renew. The rental for any renewal must be paid in full at the commencement of the renewal. In the event the Tax Act is amended and no longer provides for an inflation rate, the parties agree to use a compatible method as agreed upon by the parties to determine the increase by inflation. The rental is payable in full at the commencement of the option and the


12/26/19

renewal term will be for an additional 99 years from the date of the original expiration date. Lessee must provide written notice to Lessor in writing at least ninety (90) days prior to the conclusion of the Lease if Lessee intend to exercise this option. At the expiration of the option term (if exercised by Lessee), the properties and the assets which have been constructed thereon will revert to the Lessor.

Section 4.2. Conditions Precedent – Lessee. Lessor acknowledges that this Lease Agreement and all of Lessee's obligations and liabilities hereunder, are expressly conditioned upon the satisfaction (as determined in Lessee's sole discretion) of each of the following condition on or before March 31, 2020 (the "Due Diligence Period"):

If for any reason prior to the execution of the Lease for the Fourth Floor, the Lessee or Lessee's financial institution determines that the construction cannot be completed in a manner which is consistent with the safety standards, budget and general intent of the parties, Lessee can terminate the agreement.

Section 4.3. Delivery and Acceptance of Possession. The Lessor agrees to deliver to the Lessee sole and exclusive possession of the Leased Premises on the Effective Date of this Lease and the Lessee agrees to accept possession of the Leased Premises upon such delivery.

Section 4.4. Base Rent. Lessee shall convey fee simple title to Lessor by Warranty Deed for 3627-3665 11th Street, Wyandotte, Michigan and forty (40%) percent of the value (\$200,00.00) is the rental for this Lease.

Section 4.5. Obligations of Lessee Hereunder Absolute and Unconditional. The obligations of the Lessee to fulfill the rental required in Section 4.4 hereof and to perform and observe the other agreements on its part contained herein shall be for purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform such obligations and agreements.

Section 4.6. Surrender at End of Term; Holdover. At the end of the Lease Term, unless otherwise agreed, Lessee shall remove all personal property, fixtures, leasehold improvements and equipment (but not the foundation or structure) from the Leased Premises (unless specific items are requested by Lessor to remain) and shall leave the Leased Premises in a state reasonably comparable to the condition which existed at the commencement of this Lease Agreement. Any holding over by Lessee beyond the Lease Term or sooner termination of this Lease, shall not extend the Lease Term but otherwise shall be upon and subject to all the terms and conditions of this Lease, except that base rent shall be an amount of ten thousand (\$10,000.00) dollars for each month and for each portion of any month during which Lessee holds over in the Premises, in addition to any other rights or remedies Lessor may have hereunder or at law. This Section is not intended to authorize or permit Lessee to hold over under any circumstance. This provision shall survive the expiration of the Lease Term or sooner termination of this Lease.

CP
12/26/19

ARTICLE 5
TAXES; INSURANCE AND OTHER LESSEE CHARGES

Section 5.1. Taxes and Other Governmental Charges.

- (a) All Taxes accruing on the Leased Premises and/or arising out of the operating of Lessee's business on the Leased Premises during the Term hereof after shall be paid on a timely basis by Lessee.
- (b) If Lessee fails to timely remit Taxes notwithstanding that Lessor has timely forwarded or has caused to be forwarded all pertinent tax bills directly to Lessee or its designee, Lessee shall be fully liable for all interest and penalties reasonably chargeable to its failure to perform as required in this Lease. Further, in the event Lessee fails to timely remit Taxes at any time during the Lease Term resulting in the imposition of any interest penalties or any other penalties, Lessor, at its option, may require Lessee to pay taxes in escrow on a monthly basis. If required by Lessor, Lessee shall make an additional payment to Lessor, of a sum which, will provide Lessor with funds sufficient to pay all such Taxes at least one month prior to the earlier of (i) the date such Taxes become delinquent, or (ii) the latest date such Taxes could be paid with the greatest available discount, if any. If at any time Lessor shall determine that the amount of such payments made by Lessee is insufficient to accomplish the purpose of this Section, Lessee shall pay, immediately upon request, the amount of the deficiency to Lessor. If at any time during the Lease Term Lessor shall have advanced funds for the payment of such Taxes, Lessee shall remit to Lessor, immediately upon request, the funds so advanced. No payments made by Lessee to Lessor shall earn interest for the benefit of Lessee while held by Lessor. Nothing in this Article shall be deemed to limit any right or remedy to Lessor under any provision of this Lease or any statute or rule of law to pay any of such Taxes and to collect from Lessee as additional rent the amount so paid, together with interest at the rate specified in this Lease Agreement. Notwithstanding anything herein to the contrary, nonpayment by Lessee of Taxes as and when due shall be an Event of Default under this Lease.
- (c) The Lessee may, at its own expense and in its own name and behalf, in good faith contest any taxes, assessments and other charges. In the event of any such contest, unless otherwise allowed by Law, Lessee shall pay the taxes, assessments and other charges so contested during the period of such contest and any appeal therefrom, and all refunds received from such contest, including interest, shall be to the account of the Lessee. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may with the consent of Lessee's lenders (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee under this Agreement.

- (d) It is a requirement of the lease that the entire Leased Premises generate Ad Valorem property taxes for the life of the Lease. In the event the Leased Premises (or any portion thereof) become tax exempt for any reason, Lessee shall be responsible to pay to Lessor on an annual basis full reimbursement for the lost tax revenue for the remainder of the Lease. Any reimbursement payment will be due on the tax due dates. The computation of the Lost Tax Revenue will be based upon the previous year's tax revenues and will increase each year remaining on the Lease at the rate of inflation as allowed by "The General Property Tax Act as may be amended. In the event a court of law determines this provision unenforceable, and the parties do not reach an agreement for reimbursement to the Lessor for the lost tax revenue, Lessor may terminate this Lease by providing Lessee one year's notice to terminate.

Section 5.2. Insurance.

- (a) Lessee shall maintain during the Lease Term the following insurance policies:
- (a) General or public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the streets and alleys adjoining the Premises, affording protection of at least \$2,000,000 (as adjusted upward each year of the Lease including any renewal by using the Consumer Price Index, or the most nearly comparable successor index to reflect and correspond with the yearly rate of inflation), single limit per occurrence of loss or damage. Such insurance shall list Lessor as an additional insured;
 - (b) Fire and extended coverage insurance for the Improvements in an amount equal to the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings);
 - (c) worker's compensation and employer's liability as required under applicable law. Such policy shall show Lessee and Lessor as insureds and shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor. Such policy shall include a waiver by the insurer of all rights of subrogation against the Lessor, its directors, officers, managers, employees, or representatives, which arises or might arise by reason of any payment under such policies, or by reason of any act of omission of Lessor, its directors, partners, officers, managers, employees or representatives. Any deductibles under any such policies shall not exceed \$10,000.00. Lessor reserves the right to increase the insurance limits during the term of the Lease. Any increase will be reasonably related to any increase of risk to Lessor for any reason, including such factors as inflation, etc.
- (b) All such insurance required to be maintained by Lessee as specified in this Article 5.2 shall also meet the following additional requirements: (a) All such insurance shall be effected at Lessee's expense under valid and enforceable policies issued by instance companies licensed in the State of Michigan and much possess a minimum policyholders rating of "A" and a financial category no lower than "X"; (b) Certificates of insurance providing evidence of such coverage shall be delivered by Lessee to Lessor thirty (30) days prior to the

CD
12/26/19

commencement of the Lease, and similar replacement certificates shall be delivered by Lessee to Lessor at least thirty (30) days prior to the expiration dates of expiring policies; (c) All such insurance shall contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least thirty (30) days' prior notice to Lessor; and (d) If Lessee does not provide such evidence to Lessor of Valid liability insurance coverage and Lessor notifies Lessee of such failure and Lessee fails to remedy same within thirty (30) days after the date of such notice, then Lessor, at its option, may provide said coverage. The cost thereof will be charged to Lessee as additional rent immediately due and payable. All such insurance shall be written on an occurrence basis.

Section 5.3. Waiver of Subrogation. Each policy of insurance provided for in Section 5.2 and any insurance carried by Lessor relating to the Leased Premises or Lessor's adjoining land and improvements shall contain, to the extent appropriate, a waiver of subrogation reflecting the following provisions of this Section. Lessee and Lessor each hereby expressly waives all rights of recovery which it might otherwise have against the other under this Lease to the extent that such loss or damage is covered by such party's valid and collectible insurance policies, notwithstanding that such loss or damage may be caused by the negligent act or omission of Lessor or Lessee.

Section 5.4. Utility Charges. Lessee shall pay or cause to be paid all charges and taxes incurred by Lessee for or on account of water, sewer, gas, electricity, light, heat and power and for protective, telephone, and other communication services and for all other public or private utility services which may be used, rendered or supplied upon, to or in connection with Leased Premises at any time during the Lease Term. Lessor specifically disclaims any warranty that utility services furnished to the Premises will be sufficient for Lessee's intended uses. Any tap-in fees or other charges resulting from the construction of the Improvements shall be borne by Lessee. Lessee agrees that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is beyond the reasonable control of Lessor; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from paying rent or performing any of its obligation under this Lease. Furthermore, Lessor shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Lessee's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 5 or any interruption of such utility services.

ARTICLE 6 CONDEMNATION

Section 6.1. Condemnation. In the event all or a portion of the Lease Premises is taken by the exercise of the power of condemnation or eminent domain, all eminent domain proceeds, other than those proceeds reasonably attributable to Lessor's fee interest in the Leased Premises, its interest as Lessor under this Lease Agreement, and any demolition costs it shall

incur in returning the Leased Premises to the condition existing as of the Effective Date, shall be paid to the Lessee.

ARTICLE 7 SPECIAL COVENANTS

Section 7.1. Inspection of Leased Premises; Right of Access to the Leased Premises. The Lessee agrees that the Lessor, in its role as Lessor, shall have the right at all times during all hours to enter upon the Leased Premises for purposes of determining Lessee's compliance with this Lease. Except in the case of emergencies, such inspections will occur at reasonable times during normal business hours and upon prior notice. In connection with the exercise of its rights hereunder Lessor shall endeavor not to unreasonably interfere with Lessee's operations. The rights conferred upon Lessor under this Section 7.1 are separate and apart from any general police powers which Lessor may have.

Section 7.2. Indemnification of Lessor. Lessee shall, except to the extent caused by the gross negligence or willful misconduct of any Lessor Indemnitee, indemnify and save harmless the Lessor Indemnitees against and from all third-party Claims asserted against any Lessor Indemnitees by reason of any of the following occurring during the Term:

- (a) Any work or thing done in or on the Lease Premises by Lessee, its employees, agents or contractors;
- (b) Any use, possession, occupation, alternation, repair, condition (excluding any physical condition of the Leased premises or any part thereof existing before or after the Term), operation, maintenance or management of the Leased Premises by Lessee, its employees, agents or contractors;
- (c) Any accident, injury (including death) or damage to any person or property in or on the Leased Premises, or any part thereof, or arising on the Leased Premises or arising out of the operation of Lessee's business thereon; and

Notwithstanding anything to the contrary contained herein, Lessee shall not be responsible for any Environmental Claim to the extent the claim solely existed prior to the Effective Date.

Section 7.3. Liens and Charges. Lessee shall keep the Leased Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Lessee, and shall protect, defend, indemnify and hold Lessor harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Lessee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after notice by Lessor, and if Lessee shall fail to do so, Lessor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Lessor under this Lease. Nothing contained in this Lease shall authorize Lessee to do any act which shall subject Lessor's title to the Leased Premises to any liens or encumbrances whether claimed by operation of law or


12/26/19

express or implied contract. Any claim to a lien or encumbrance upon the Improvements or Leased Premises arising in connection with any such work or respecting the Leased Premises not performed by or at the request of Lessor shall be null or void, or at Lessor's option shall attach only against Lessee's interest in the Premises and shall in all respects be subordinate to Lessor's title to the Lease Premises.

Section 7.4. Covenant Regarding Use.

- (a) Lessee agrees to use the Leased Premises only for the Permitted Use together with reasonably related uses.
- (b) Lessee shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (including but not limited to all applicable Federal, State or City regulations, ordinances and/or permitting requirements

Section 7.5. Repair and Maintenance. Lessee shall, at all times during the Lease Term, at its own expense, keep the Leased Premises, the Improvements, equipment, fixturing and all building and improvements installed by the Lessee at any time on the Leased Premises or servicing the Leased Premises, and the furnishings, equipment and other contents thereof, in good order, condition, and repair (and replace as same shall become worn out as reasonably required) including, without limitation, all plumbing, electrical, heating, air conditioning and any other equipment installed in or on said Leased Premises, doors, door frames, overhead doors and frames, glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, light fixtures, bulbs and tubes, and maintain the Premise in a clean, sanitary and safe condition.

Section 7.6. Damage or Destruction. In the event that, at any time during the Lease Term, the Improvements shall be destroyed or damaged in whole or in part by any cause whatsoever, then Lessee shall promptly give written notice thereof to Lessor and Lessee shall at Lessee's sole cost and expenses either: (i) commence the reconstruction within ninety (90) days after the occurrence of such damage or destruction and complete such reconstruction within two hundred and seventy (270) days after commencement to as good condition as existed prior to such damage or destruction and in architectural design and appearance harmonious with that which was damaged or destroyed; or (ii) cause all Improvements to be demolished and razed and all trash and debris to be removed from the Leased Premises, and all portions of the Leased Premises to be resodded or replanted so as to restore the Leased Premises to a neat and attractive condition, and this Lease Agreement shall remain in full force and effect. During the Lease Term, destruction or damage in whole or in part to the Improvements on the Leased Premises shall in no way serve to terminate this Lease Agreement and/or abate the base rent or other amounts payable under this Lease Agreement.

Section 7.7. Parking. Lessor will provide two parking spaces for each residential unit. The spaces must be maintained and repaired by Lessee. Lessee has the right to build covered or garage parking at its sole expense over those spaces. Any proposed cover or structure of any kind


12/26/19

must first be approved in writing by the Lessor. The location of the parking spaces is identified in Exhibit A.

Section 7.8. Storage. Between the Effective Date and the Occupancy Date, the parties will use their best efforts to locate an area of the basement available to dedicate to Tenant storage. The dividing of this area into individual units will be completed by Lessee's and at its sole expense.

ARTICLE 8 ASSIGNMENT, SUBLEASEING, PLEDGING AND SELLING; AND RENT PREPAYMENT

Section 8.1. Assignment and Subleasing.

- (a) Lessee is authorized to sublet the residential units. However, Tenant's right to sublease to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court.
- (b) This Lease may be assigned in whole or in part, or the Leased Premises may be subleased, as a whole or a part, without the consent of the Lessor, to any successor to substantially all of the assets of, or ownership interest in, the Lessee or to any Affiliate, so long as such transferee assumes the obligations of Lessee under this Lease and such transfer is not done for the purpose of circumventing Lessee's obligations under this Lease Agreement (a "Permitted Transferee"). However, Tenant's right to assign to a particular party or entity may be overridden by the City only after the completion of appropriate due diligence investigation by administrative staff that the proposed use is illegal or detrimental to the environment or the community at large. Such determination shall be made in good faith and the City must provide findings in writing as to the inappropriate nature of the activity. There shall be a presumption that activities which are legal and generally allowable in this zoning district throughout the State of Michigan shall be approved. Such findings shall be submitted to Council for consideration and a final decision. Council's findings shall be appealable to the Wayne County Circuit Court. The Lessee shall, prior to such transfer furnish or cause to be furnished to the Lessor a true and complete copy of each such assignment or sublease, as the case may be, together with the instrument of assumption which shall be subject to the reasonable satisfaction of Lessor.


12/26/19

- (c) Subject to the approval of Lessor, which shall not be unreasonably withheld, Lessee shall be permitted to assign Lessee's interest in this Lease Agreement for security purposes in any financing or refinancing for use of the Leased Premises only.
- (d) Notwithstanding any permitted transfer under Section 8.1 (a) - (c), Lessee shall remain liable under this Lease Agreement.
- (e) **Lessor's rights shall not be subordinated to any mortgage at any time.**

ARTICLE 9 EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. If any one or more of the following events shall occur and be continuing.

- (a) Lessee shall fail to pay base rent, any additional rent or other sums due under this Lease Agreement when the same becomes due and payable, and such default shall continue for a period of five (5) business days after written notice (sent by certified mail) by Lessor to Lessee; or
- (b) Lessee shall fail in the performance or observance of, or breach, any other term or provision of this Lease and such failure or breach shall continue for a period of sixty (60) days after notice by Lessor to Lessee (provided that, in the event any such failure or breach cannot, with due diligence, be cured within such sixty (60) day period, then Lessee shall have an additional period not to exceed an additional sixty (60) days to cure such failure or breach, as is reasonable under the circumstances, but only so long as Lessee diligently pursues such cure; or
- (c) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce to the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
- (d) (i) a court of competent jurisdiction shall enter an order, judgement or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (ii) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgement, decree or appointment shall


12/26/19

remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

- (e) The Leased Premises (or any part thereof) becomes tax exempt and Lessee fails to pay to Lessor the reimbursement for lost tax revenue as required by the terms of this Lease.

Section 9.2. Remedies on Default.

- (a) Whenever any Event of Default shall have happened and be continuing and the Lessee is the defaulting party, the Lessor may take any one of the following remedial steps:
 - i. re-enter and take possession of the Leased Premises without terminating this Lease and without any liability to the Lessee for such entry and repossession, and, at its option, sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublease in such subleasing as the rents and other amounts payable by the Lessee hereunder,
 - ii. terminate this Lease and, at its option, lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;
 - iii. take whatever action at law or in equity appears necessary to the Lessor to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease, or to terminate the Lease or exercise any other remedies available under law or in equity;
- b. Whenever any Event of Default shall have happened, upon any such termination, Lessee shall quit and peacefully surrender its interest in the Leased Premises to Lessor, and Lessor, upon and at any time after such termination, in accordance with applicable law, may re-enter and repossess the Leased Premises, without being subject to any prosecution therefor.
- c. Whenever any Event of Default shall have happened, at any time and from time to time after such termination of this Lease, Lessor may relet the Leased Premises or any part thereof for such term or terms and on such conditions as Lessor in its discretion may determine, and Lessor may collect and receive the rents therefor.
- d. Whenever any Event of Default shall have happened, no such termination of this Lease shall relieve Lessee of its liabilities and obligations under

 12/26/19

this Lease, and such liabilities and obligations shall survive any such termination. In the event of any such termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall pay base rent and additional rent and taxes required to be paid under this Lease by Lessee up to the time of such termination. Thereafter, until the expiration of the Lease Term, Lessee shall pay to Lessor as liquidated damages for its default (a) ad valorem property taxes which would have been payable by Lessee under this Lease were it still in effect, less (b) the net proceeds of reletting, if any, effected pursuant to this Article, after deducting all reasonable expenses of Lessor in connection with such reletting including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and Lessor's expenses of re-entry, including reasonable attorney's fees and litigation costs. Lessee shall pay such liquidated damages on the days on which base rent and additional rent and taxes would have been payable under this Lease if it were still in effect.

- e. In addition to the remedies provided above, Lessor may elect to take possession of the Leased Premises after termination of this Lease and Lessor may recover from Lessee (a) the worth at the time of award of the unpaid ad valorem property taxes which was due and unpaid at the time of such terminations; plus (b) the worth at the time of award of the amount by which the unpaid ad valorem property taxes which would have been earned after termination until the time of award exceeds the amount of such tax loss that Lessee proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid ad valorem base tax and additional tax for the balance of the Lease Term after the time of award exceeds the amount of such tax loss that Lessee proves could be reasonably avoided; and (d) any such other expenses of reletting, including, but not limited to, brokerage commissions, the costs of repairs, reasonable costs of alterations or Lessee improvements necessitated by such termination, and reasonable attorney fees and litigation costs. The "worth at the time of award" of the amounts referred to in subdivisions (a) and (b) is computed by allowing interest at the lesser of 10% per annum or the maximum rate which Lessor may lawfully charge Lessee. The worth at the time of award of the amount referred to in subdivision (c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent.
- f. In addition to the remedies provided above, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree or judgment compelling performance of any of the covenants, agreements,

CP
12/26/19

conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

- g. In the event Lessor institutes against Lessee an action for possession, Lessee expressly waives the right to a trial by jury in any such action for possession.

Section 9.3. Agreement to Pay Attorney's Fees and Expenses. Should an Event of Default occur and the non-defaulting party employ attorneys or incur other expenses on the account of such Event of Default for collection of rents or the enforcement of performance or observance of any obligation or agreement contained herein on the part of the defaulting party, the parties agree that the non-prevailing party shall on demand therefore pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the prevailing party.

Section 9.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.5. Lessor's Right To Cure Default; Payments By Lessee.

- a. All Covenants and agreements to be kept or performed by Lessee under this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any reduction of rent, except to the extent, if any, otherwise expressly provided herein. If Lessee shall fail to perform any obligation under this Lease, and such failure shall continue in excess of an express grace or cure period, unless a specific time period is otherwise stated in this Lease, Lessor may, but shall not be obligated to, make any such payment or perform any such act on Lessee's part without waiving its rights based upon any default of Lessee and without releasing Lessee from any obligations hereunder.
- b. Except as may be specifically provided to the contrary in this Lease, Lessee shall pay to Lessor, upon delivery by Lessor to Lessee of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Lessor in connection with the remedying by Lessor of Lessee's defaults; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Lessor in collecting or attempting to collect the rent or in enforcing or attempting to enforce any rights of Lessor under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Lessee's obligations hereunder shall survive the expiration or sooner termination of the Lease Term.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1. Notices. Unless otherwise stated herein, all notices, certificate or other communications hereunder shall be in writing and shall be sufficiently given and shall be


12/26/19

deemed given when mailed by certified mail, return receipt requested, postage prepaid, to the address below or by personal delivery (including by courier) to the physical address or by facsimile with receipt confirmed:

(a) If to the Lessor: City of Wyandotte
3200 Biddle Avenue
Wyandotte, Michigan
USA 48192
Attention: City Clerk

With a copy to City of Wyandotte
Attention: City Administrator

(b) If to the Lessee: Simeon Investment Company
Attn: Joseph Daly, President
3099 Biddle Avenue
Suite 310
Wyandotte, MI 48192

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses or facsimile numbers to which subsequent notices, certificates or other communications shall be sent if such notice, demand, request or other communication is personally delivered or faxed on a non-Business Day or after 4:00 p.m. in accordance with this Section 10.1, receipt thereof shall be deemed the next Business Day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Section 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and permitted assigns.

Section 10.3. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease Agreement valid and enforceable.

Section 10.4. Amendments, Changes and Modifications. Except as otherwise provided in this Lease this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Lessor and the Lessee.

Section 10.5. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CP
12/26/19

Section 10.6. Captions. The captions and headings of this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 10.7. Recording of Lease. This Lease may be recorded at Lessee's expense.

Section 10.8. Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 10.9. Title to Improvements. During the term of the Lease, title to the improvements constructed by Lessee and the equipment and other items installed thereon and any alteration, change or addition thereto, shall remain solely in Lessee.

Section 10.10. Brokers. Lessor and Lessee represent and warrant that no broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease Agreement, its procurement or in the procurement of Lessor or Lessee. No person, firm, corporation or other entity is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. Lessor shall and does hereby indemnify and agree to hold Lessee harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessor's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. Likewise, Lessee shall and does hereby indemnify and agree to hold Lessor harmless from and against any claims, demands, actions and judgements of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Lessee's dealings, negotiations or communications in connection with this Lease Agreement or the demise of the Leased Premises. The terms of this Section 10.11 shall survive any termination of this Lease Agreement.

Section 10.11. No Merger of Title. No merger of the leasehold estate created by this Lease Agreement with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Lease Agreement or any interest therein and the fee estate in the Leased Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Lease Agreement or the fee estate in the Leased Premises shall join in a written instrument effecting such merger and shall duly record the same.

Section 10.12. JURY WAIVER. THE PARTIES, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAWS, EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

Section 10.13. Bankruptcy. Lessor and Lessee acknowledge and agree that the provisions of this Section 10.13 shall control notwithstanding anything to the contrary contained in this Lease:


12/26/19

- (a) In the event that Lessee shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, 11 U.S.C 1 et seq. ("Bankruptcy Code"), and Lessee's trustee or Lessee shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section 10.13 are satisfied. If Lessee or Lessee's trustee shall fail to assume this Lease within sixty (60) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.
- (b) In the event that a voluntary petition for reorganization is filed by Lessee, or an involuntary petition is filed against Lessee under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Lessee's trustee of Lessee, as debtor-in-possession, must elect to assume this Lease within sixty (60) days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Lessee's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon Lessor shall be entitled to possession of the Premises without further obligation to Lessee or Lessee's trustee and this Lease, upon the election of Lessor, shall terminate, but Lessor's right to be compensated for damages, shall survive, whether or not this Lease shall be terminated.
- (c) No election by Lessee's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11, shall be effective unless each of the following conditions have been satisfied:
- i. Lessee's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Lessor with evidence satisfactory to Lessor that it will cure all defaults susceptible of being cured by the payment of money within ten (10) days from the date of such assumption and that it will cure all other defaults under this Lease which are susceptible of being cured by the performance of any act within thirty (30) days after the date of such assumption.
 - ii. Lessee's trustee or the debtor-in-possession has compensated, or has provided Lessor with evidence satisfactory to Lessor that, within ten (10) days from the date of such assumption, that it will compensate Lessor for any actual pecuniary loss incurred by Lessor arising from the default of Lessee, Lessee's trustee, or the debtor-in-possession as indicated in any statement of actual pecuniary loss sent by Lessor to Lessee's trustee or the debtor-in-possession.


12/26/19

- iii. Lessee's trustee or the debtor-in-possession (A) has provided Lessor with "Assurance", as hereinbelow defined, of the future performance of each of the obligations under this Lease of Lessee, Lessee's trustee or the debtor-in-possession, and (B) shall, in addition to any other security deposits held by Lessor, deposit with Lessor, as security for the timely payment of ad valorem property tax and for the performance of all other obligations of Lessee under this Lease, an amount equal to the total ad valorem taxes the previous tax year together with the increase for the current year based upon the increase due to inflation (at the rate then payable) and (C) pay in advance to Lessor on the first of each month one-twelfth (1/12) of Lessee's annual obligation for future ad valorem property taxes to be made by Lessee pursuant to this Lease. The obligations imposed upon Lessee's trustee or the debtor-in-possession by this Section 10.13 shall continue with respect by Lessee or any assignee of this Lease, after the conclusion of proceedings under the Bankruptcy Code.
- iv. Such assumption will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.

(d) For purposes of Section 10.13(c)(iii) hereof, Lessor and Lessee shall acknowledge that "Assurance" shall mean no less than:

- i. Lessee's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that sufficient funds will be available to fulfill the obligations of Lessee under this Lease; and
- ii. To secure to Lessor the obligations of Lessee, Lessee's trustee or the debtor-in-possession and to assure the ability of Lessee, Lessee's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or nonmonetary, there shall have been: (A) sufficient cash deposited with Lessor, or (B) the bankruptcy court shall have entered an order segregating sufficient cash payable to Lessor, and/or (C) Lessee's trustee or the debtor-in-possession shall have granted to Lessor a valid and perfected first lien and security interest and/or mortgage in property of Lessee, Lessee's trustee or the debtor-in-possession, acceptable as to value and kind to Lessor.

(e) In the event that this Lease is assumed in accordance with Section 10.13(b) hereof and thereafter Lessee is liquidated or files, or has filed against it, a subsequent


12/26/19

petition under any provision of the Bankruptcy Code or any similar statute for relief of debtors, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving Lessee notice of its election to so terminate within thirty (30) days after the occurrence of either such events.

- (f) If Lessee's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of this Section 10.13 for the purpose of assigning (or elects to assign) this Lease, this Lease may be so assigned only if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Lessee. Lessor shall be entitled to receive all consideration for such assignment, whether cash or otherwise. As used in this Section 10.13(f) "adequate assurance of future performance" shall mean at least that clause (B) and (C) of Section 10.13(c)(iii) hereof and each of the following conditions, has been satisfied:
- i. The proposed assignee had furnished Lessor with a current financial statement audited by a certified public accountant determined in accordance with generally accepted accounting principles consistently applied indicating a credit rating, net worth and working capital in amounts which Lessor reasonably determines to be sufficient to assure the future performance of such assignee of Lessee's obligations under this Lease, but in no event indicating a net worth less than the net worth of the Lessee and any guarantors of this Lease, on the date of execution hereof.
 - ii. Such assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Lessor is bound, relating to the Premises.
 - iii. The proposed assignment will not release or impair any guarantee under this Lease.
- (a) When pursuant to the Bankruptcy Code, Lessee's trustee or the debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises, such charges shall not be less than the provided for herein and all additional ad valorem property taxes payable by Lessee under this Lease (or reimbursement for any tax exempt event as required by this Lease) and shall be paid at the times and when due as though such charges were rent and additional rent.
- (b) Anything in this Lease to the contrary notwithstanding, neither the whole nor any portion of Lessee's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other similar person or entity, or otherwise by operation of law under the Bankruptcy Code or any similar federal statute now or hereinafter enacted, or under the laws of any


12/26/19

state, district or municipality having jurisdiction of the person or property of Lessee unless Lessor shall have consented to such transfer in writing, No acceptance by Lessor of rent, taxes or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Lessor nor shall it be deemed a waiver of Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without such consent.

- (c) Anything in this Lease to the contrary notwithstanding, Lessee covenants and agrees that this Lease is an extension of financial benefits and accommodations to Lessee which are uniquely personal in nature and such financial benefits and accommodations are a material inducement for Lessor's execution and delivery of this Lease and are an integral part of the consideration for this Lease.

10.14. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

[Signature Page(s) Follows]


12/26/19

City of Wyandotte, a Michigan Municipal Corporation

By: Joseph R. Peterson, Mayor

By: Lawrence Stec, City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this 23rd day of December, 2019, before me personally appeared **Joseph R. Peterson as Mayor and Lawrence Stec as City Clerk** for the City of Wyandotte, a Michigan Municipal Corporation and said that said instrument was signed on behalf of said corporation by authority of its City Council and said Mayor and City Clerk acknowledged this instrument to be the free act and deed of said corporation.

Beth A. Lekity, Notary Public
monroe County, Michigan
My Commission Expires: 12/4/2022
Acting in wayne County

Simeon Investment Company

By: Joseph Daly, President

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this 26th day of December, 2019, before me personally appeared **Joseph Daly as President** of Simeon Investment Company, a Michigan Corporation, and said that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said President acknowledges this instrument to be the free act and deed of said corporation.

Melissa Armatis
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Wayne
My Commission Expires July 10, 2026
Acting in the County of Wayne

Melissa Armatis
_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County

Instrument Drafted By:

William R. Look
2241 Oak Street
Wyandotte, MI 48192

When Recorded Return To:

Joseph Daly
3099 Biddle Avenue, Suite 310
Wyandotte, MI 48192

**CONTRACT FOR EXCHANGE OF REAL ESTATE
AND SATISFACTION OF PURCHASE AGREEMENT**

This Fourth Amendment made this 8th day of June, 2004, by and between **D-M Investments, L.L.C.** as Purchaser and **City of Wyandotte** as Seller to a certain Purchase Agreement dated November 9, 1998.

WITNESSETH:

WHEREAS, the Purchaser and Seller entered into a Purchase Agreement for Real Estate dated November 9, 1998; and

WHEREAS, Paragraph 17 of said Purchase Agreement stated as follows:

17. Both Seller and Purchaser agree that either simultaneous with or subsequent to the construction of the office building referred to in Paragraph 16 above, Purchaser will construct Phase Two of Purchaser's construction project which will include at least 51,000 square feet of available space for occupational medicine, physicians clinic, office space and/or other hospital functions. This development will be constructed of at least two stories with the size of the first and second floors to be determined by Henry Ford Wyandotte Hospital, "the Hospital". The development will have primary and secondary entrances for hospital facilities, exterior signage, as well as all plumbing, electrical, mechanical and other special needs as required by the hospital and/or as defined by the bid specifications dated December 3, 1997 and prepared by the City of Wyandotte, a copy of which is marked as "Exhibit B" hereto and incorporated herein by this reference. Such development may be completed in one or more phases and will be dependent upon the execution of a long-term lease [agreement] with the Hospital for both the professional space, as well as an extended sub-lease on the adjacent parking area currently owned by BASF Corporation and leased by Henry Ford Wyandotte Hospital. If for any reason the Hospital fails to cooperate in the leasing (of at least 25,500 square feet for a term of at least twenty-five (25) years) by July 1, 2001, then D-M Company agrees to propose an alternative development consistent with the City's zoning ordinance. If the Hospital does enter into such a lease, then the provisions of Paragraph 19 below will apply throughout the lease term. In such event, approval by the City for such development shall not be unreasonably withheld. If D-M Company fails to propose an alternative Phase Two development within a reasonable period of time after July 1, 2001, then City may exercise its right of re-purchase as stated in Paragraph 15 above for the undeveloped portion of such property.

WHEREAS, Paragraph 18 of said Purchase agreement stated as follows:

18. Subsequent to demolition of the D.P.S. property and as part of the construction of Phase Two of this development, D-M Company will provide adequate screening in the form of landscaping and/or a decorative wall between the Police Department and the subject land subject to the City's approval and will execute an easement for the future expansion of the Police Department and public utilities as described in Paragraph xii of the City's bid specifications. In addition, as part of the demolition process, D-M Company will separate the D.P.S. and Police Station electric service and will provide a transformer pad and electrical ducts for that electrical service separation. D-M Company will make its best effort to ensure that electrical service to the Police Department will be uninterrupted during such changeover. Further, D-M Company will execute an easement for the access of police vehicles on, over and across a private drive provided by D-M Company to access the proposed Police Department parking lot at a point subject to the City's approval.

WHEREAS, the parties were desirous of and did agree on October 1, 2001 to the amendment of those portions of Paragraphs 17 and 18 which were inconsistent with the intentions of the parties by adding the clarification language stated below;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

1. Paragraph 17 will be clarified to read as follows:

D-M Company's proposal to proceed with the construction of a building of approximately 15,000 square feet. This "alternative development" will be constructed of materials which are similar to those used in the recent construction of the Daly Merritt Office Building located on the same property at 2121 Biddle Avenue. The "alternative development" will be built on the general footprint of the existing DPS building and the D-M Company will pay for any additional costs incurred by the City as a result of modifications to the original demolition contract which are necessary to preserve that portion of the DPS Building's infrastructure as determined by the D-M Company's structural engineers and architect. Further, Purchaser shall propose a design alternative for Phase Three for remainder of property by March 1, 2003, or, if Phase Two is not complete by that date, within a reasonable period of time after its completion. The design alternative for Phase Three shall be constructed of materials which are similar to those used in the construction of the Daly Merritt Office Building.

2. Paragraph 18 was at that same time clarified to read as follows:

D-M Company will complete the landscaping and decorative wall referenced in said Paragraph upon the completion of Phase II.

It was also agreed that all other provisions of said Purchase Agreement dated November 9, 1998 between Purchaser and Seller were to remain in full force and effect except as modified by the First Amendment to Purchase Agreement for Real Estate.

On **Monday, January 21, 2002** the D-M Company requested Council approval for a second extension for the reasons explained in the letter from Joseph S. Daly to Mayor and Council of January 14, 2002. After ongoing discussions between the parties, it was agreed that certain changes to the contract were deemed in the best interest of both parties which prompted the adoption of the following amendment language:

Whereas, the City and the D-M Company have agreed that the initiation of Phase II of the project is hereby delayed pending the outcome of the City's decision as to whether the Police Department, the 27th District Court and the Dog Pound property may eventually become available for purchase and therefore (if terms acceptable to both parties can be reached) potentially subject to the incorporation in Phase II of this project.

Whereas, the D-M Company has requested the City's demolition contractor, Demex Corporation, begin the immediate and complete (with exception of footings) razing and removal of the existing D.P.S. structure. Such work is scheduled to begin during March 2002 once the Department of Environmental Quality demolition permit is issued.

Whereas, the parties have agreed that the D-M Company be granted an extension to complete Phase II and propose a design alternative for Phase III of this project until March 1, 2004 and that all other terms and provisions of said Purchase Agreement dated November 9, 1998 and First Amendment to Purchase Agreement dated October 1, 2001 between Purchaser and Seller shall remain in full force and effect.

On **June 18, 2003**, the City of Wyandotte sent a letter to D-M Company stating "...the City has determined to utilize the City's property to build a new Police Station/Court with the decision to receive request for proposals for the design of the new building. See enclosed City Council Resolution. Therefore, in accordance with our Agreement this is notification for D-M Investment, L.L.C. to proceed with Phase II Development."

As a result of that communication, additional discussions and negotiations were completed leading to the adoption of the Third Amendment dated September 8, 2003, which stated:

Whereas, the parties have agreed that D-M Investments, L.L.C. be granted an extension to obtain a building permit and to begin construction of Phase II and to also propose a design alternative for Phase III of this project no later than September 8, 2005 and that a Resolution by Mayor and City Council approving such extension was passed on September 8, 2003;

In **May of 2004**, the City's architects recommended that the City should acquire additional land for the purpose of providing improved access, traffic flow, outdoor storage, parking and a superior building location on the site; and

Whereas, the parties have agreed that it is in their mutual best interest to enter into this Agreement, and to trade properties as described herein; and

Whereas, the parties do hereby agree that the original Purchase Agreement and its Amendments have been mutually fulfilled to date; and

Whereas, the Seller, City of Wyandotte, has requested that the Purchaser, D-M Investments, L.L.C., discontinue its plans to construct an office building on the land owned by the D-M Company and located immediately adjacent and to the north of its 2121 Biddle Avenue office location. In addition, the City has proposed that D-M Investments, L.L.C. trade to the City the parcel of land owned by the D-M Company which is currently included in the D-M Company development plan for Phase Two as previously defined in the original Purchase Agreement; and

Whereas, the parties are mutually agreeable to exchange properties for the purpose of facilitating the City's construction of its new police station and courthouse upon the terms and conditions stated below:

1. All parties and assigns will utilize similar architectural features as the Daly Merritt Building at 2121 Biddle for all future buildings on the campus (i.e. brick, stone and mortar color).
2. That the D-M Company will convey the undeveloped property as shown on Addendum A to the City. After such conveyance, the land available to the City to construct its new Police Station and Courthouse also shown on Addendum A and labeled as the "New City Parcel" will be 141,476 square feet or approximately 3.248 acres. In consideration of the City's receipt of the D-M Company land referenced above, the City will convey to the D-M Company that portion of land as shown on Addendum A and entitled the "New D-M Parcel"; the land available to D-M Company will be approximately 49,143 square feet. In addition, in consideration of D-M Company's willingness to exchange approximately 43,989 square feet in excess of the amount of land received from the City, as shown on Addendum B, the City does hereby agree that upon the D-M Company's, or its assigns, securing a valid building permit for the construction

of a residential development (e.g., condominium, lofts and/or apartments) in, on, above or adjacent to the Charter One Bank site currently located at 3058 First Street, Wyandotte, the City will convey as part of this trade of real estate, the City-owned parcel immediately adjacent and to the north of the Charter One Building (see Addendum C). The option to acquire this land (the "First Street Property"), shall expire if not exercised, four (4) years after the issuance of the building permit for the OS development to be constructed on the "New D-M Parcel." The "First Street Property" is comprised of approximately 13,100 square feet. After the exchange of the "First Street Property," D-M Company will have conveyed approximately 30,889 square feet .7091 acres more land to the City than the City has conveyed to the D-M Company as part of this land swap transaction. If D-M Company has not substantially begun construction of the residential development consistent with these terms within six (6) months of issuance of the building permit, the City may elect to repurchase the First Street Property for One (\$1.00) Dollar. Repurchase provision shall be placed within a recordable document to be executed upon closing.

3. D-M Company will receive the "First Street Property" in an "as is condition" and will conduct and pay for any desired environmental studies and/or remediation. The City agrees to remediate any environmental contamination on the "New D-M Parcel" if found to a level deemed acceptable by D-M Company's and City's environmental consultants according to Michigan DEQ standards so as to allow for the construction of an office building and parking facilities on that location. City agrees to accept the "New City Parcel" in an "as is" condition as well.
4. The City will convey the "New D-M Parcel" with the police station/courthouse building completely demolished and remediated as described in Paragraph 3 above. However, basement area will not be filled by the City. D-M Company will backfill as desired within six (6) months of turnover date. In the alternative, if D-M Company becomes eligible for a Brownfield or other similar grant or tax credit, D-M Company may elect, in its sole discretion, to receive the "New D-M Parcel with the Police Station/Courthouse building located thereon. This contract is contingent upon the City rezoning the "New D-M Parcel" from its current zoning classification to Office Service, O.S., zoning classification before its conveyance.
5. D-M Company will pay for all costs charged by the City's engineer, Urban Engineering, which are associated with the surveying and lot splitting of the three Biddle Avenue parcels covered by this agreement. All parties agree that Addendum A shows the approximate location of new property lines and parcel size are based upon these approximations.

6. The City will provide D-M Company and its assigns a parking easement as illustrated by the "Shared Parking Area" shown on Addendum A. D-M Company agrees to change its parking lot lighting to match City design at D-M Company's costs within six (6) months of completion of City's Police Court project. D-M Company will also install decorative pedestrian lighting between Biddle Avenue and the Daly Merritt Building in the greenbelt as directed by the City within six (6) months of the date the Hospital installs identical lighting on its greenbelt. Parties will execute permanent Cross ingress/egress as well as necessary utility easements. Previously recorded easements for police station expansion and police station ingress/egress will be rescinded.

The Parties agree that the City will construct 190 parking spaces on City-owned property. D-M Company agrees to pay an annual fee to utilize areas shown on Addendum A and labeled as "Shared Parking Area" based on the following: A Lease Agreement will be entered into as follows: Lease term of fifty (50) years shall commence upon the conveyance of the issuance of the Certificate of Occupancy on the "New D-M Parcel." The amount of the Lease payments will provide for the development cost of the parking lots, ingress/egress, landscaping and infrastructure as well as the cost of maintenance, upkeep and replacement throughout the Lease term to be amortized in equal payments. The total amount of such lease payments will be One Hundred Fifty Thousand (\$150,000.00) Dollars in total. The Lease will contain a provision in the case of default by D-M Company or its assigns and if said defaults are not cured within thirty (30) days of written notice of default, then the City shall have the right to accelerate full payment of the unpaid portion of \$150,000.00 to be due immediately.

7. The Police Station screening wall for its storage area will be constructed of brick and block similar to the design required by the City under the original contract. Also, the gun range and outdoor storage will not be allowed to be located to the south of Police and Courthouse Building and the City will make its best efforts to locate this area on the far northeast section of the property.
8. It is agreed that within three (3) years of the date the City conveys the "New D-M Parcel," the D-M Company or its assigns will secure a valid building permit and initiate construction of a building of at least 17,500 square feet. This building shall only be of the type described as a Principal Permitted Use in the Office Service District. This contract is contingent on rezoning the "New D-M Parcel" to Office Service, O.S. prior to the conveyance from the City to the D-M Company. If D-M Company has not secured a valid building permit within three (3) years of conveyance of the "New D-M Parcel" or substantially begun construction of the office development consistent with these terms within six (6) months of issuance of the building permit, the City may elect to repurchase the "New D-M Parcel" for 80% of the prorata square footage cost which the D-M Company paid for its original parcel of property pursuant to the Contract dated November 9, 1998. Repurchase provision shall be placed within a recordable document to be executed upon closing.

9. It is agreed that within eighteen (18) months of executing this agreement, the D-M Company will build out the entire area of parking as shown in Appendix A and labeled as required parking for the Daly Merritt Building.

In Witness Whereof, the parties have entered into this Contract for Exchange of Real Estate and Satisfaction of Purchase Agreement and have determined that the Original Purchase Agreement dated November 9, 1998, First Amendment dated October 1, 2001, Second Amendment dated February 19, 2002 and Third Amendment dated September 8, 2003 are hereby declared null and void and this Contract for Exchange of Real Estate and Satisfaction of Purchase Agreement is controlling in all respects over this transaction.

In the Presence Of:

Kelly Roberts

Kelly Roberts

**D-M Investments, L.L.C.
d/b/a D-M Company**

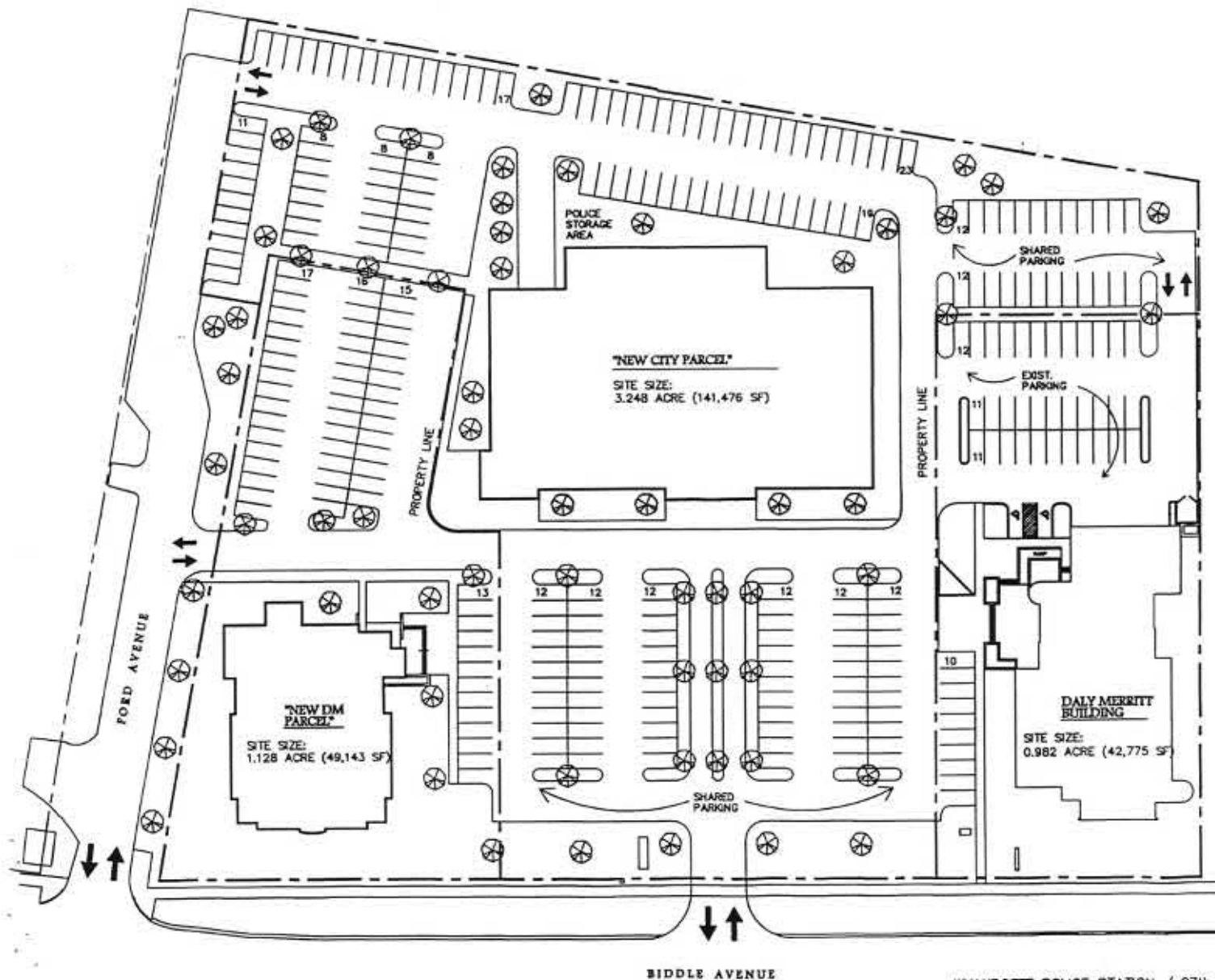
By Joseph S. Daly
Joseph S. Daly, Manager

City of Wyandotte

By Leonard T. Sabuda
Leonard T. Sabuda, Mayor

By William R. Griggs
William R. Griggs, Clerk

Addendum A



PARCEL SIZE INFORMATION:

NEW CITY PARCEL	3.248 ACRE (141,476 SF)
DALY MERRITT BUILDING	0.982 ACRE (42,775 SF)
NEW DM PARCEL FUTURE BUILDING	1.128 ACRE (49,143 SF)

SITE PARKING:	REQ'D.	PROVIDED
NEW CITY PARCEL		
TOTAL	151	190
DALY MERRITT BUILDING		
TOTAL	46	46
NEW DM PARCEL FUTURE BUILDING		
TOTAL	60	61



NORTH
SCALE: 1"=60'-0"

SITE ANALYSIS 'C'

Sarnacki & Associates Architects
+
Wilson Estes Police Architects
Joint Venture

ADDENDUM B

Daly Merritt
Ford Ave/Biddle Ave Property Sizes
May 26, 2004

Existing Property Sizes:

Daly Merritt Professional Office Building -	3.120 acres	(135,907 sf)
Wyandotte Police/Court -	2.238 acres	(97,487 sf)

Proposed Property Sizes:

"New D-M Parcel" (Future Office Building)	1.128 acres	(49,143 sf)
Daly Merritt Professional Office Building	<u>0.982 acres</u>	<u>(42,775 sf)</u>
Total:	2.110 acres	(91,918 sf)

"New City Parcel" (Wyandotte Police Court)		
Total	3.248 acres	(141,476 sf)

	<u>Acres</u>	<u>Square Footage</u>
Exchanged Property at Police/Court and D-M Site	1.009	43,989
First Street Property	<u>.3007</u>	<u>13,100</u>
Difference in Exchanged Properties Totals	.7091	30,889

5/21/04
08:17:41

Press Enter to continue.

Description	SubCode	Number	Text	Date
YEAR BUILT	N			
BLDG. SQ. FT. 1ST FL	NN			
LOT SIZE	NN			
BUILDING TYPES	N		100X131.1	
SALES DATA	O			
GARAGES	N	.0000		
BATHROOMS	N			
1ST FLOOR ROOMS	N			

F2=Address F3=Exit F5=Display subcode description F9=Address codes More...
 F12=Cancel F13=Position by description F16=Rel party data

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/27/2020

AGENDA ITEM # 12

ITEM: Contract For Exchange of Property for New Development

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: In 2004, the City of Wyandotte entered into a Contract For Exchange Of Real Estate and Satisfaction of Purchase Agreement with D-M Investments, LLC, now known as Northline Biddle, LLC. This agreement involved an exchange of properties allowing the City to construct the new Police/Court Building, now known as the Joseph R. Peterson Justice Building. As part of the agreement, Northline Biddle, LLC was obligated to build an Office Service Development on property owned by the City at the Northwest corner of the site which would be conveyed to Northline Biddle, LLC.

Northline Biddle, LLC is ready to develop this property and to do so the attached Contract For Exchange Of Real Estate, and the First Amendment To Easement Agreement With Covenants Conditions and Restrictions, require execution.

Recommend that the City Council approve the Contract For Exchange Of Real Estate, and, the First Amendment To Easement Agreement With Covenants Conditions and Restrictions and authorize the Mayor and City Clerk to sign said agreements.

STRATEGIC PLAN/GOALS: 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 to its residents 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.

ACTION REQUESTED: Concur in the recommendation of the City Engineer to approve the Contract For Exchange Of Real Estate, and, the First Amendment To Easement Agreement With Covenants Conditions and Restrictions and authorize the Mayor and City Clerk to sign said agreements.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

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

LIST OF ATTACHMENTS:

1. Northline Biddle LLC Request for Exchange of Property
2. Contract For Exchange of Real Estate
3. Contract For Exchange of Real Estate Exhibits A thru E
4. First Amendment to Easement Agreement January 27 2020

RESOLUTION

Item Number: #12
Date: January 27, 2020

RESOLUTION by Councilperson _____

BE IT RESOLVED by the City Council that Council concurs with the recommendation from the City Engineer to approve the Contract For Exchange Of Real Estate, and, the First Amendment To Easement Agreement With Lease Covenants Conditions and Restrictions; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to sign the Contract For Exchange Of Real Estate, and the First Amendment To Easement Agreement With Lease Covenants Conditions and Restrictions.

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	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Northline Biddle, LLC
Formerly known as: DM Investments LLC d/b/a DM Company
3099 Biddle Avenue
Wyandotte, MI 48192
734-282-2180

December 4, 2019

City of Wyandotte
Mayor Joseph R. Peterson
Wyandotte City Council Members
3200 Biddle Avenue
Wyandotte, MI 48192

RE: Southeast Corner of Northline and Biddle

Dear Mayor and Council,

I have attached the survey to the City owned parcel of property located at the south east corner of Northline and Biddle just north of the Police Station and 27th District Court. As some of you may recall, at the City's request we entered into a contract to trade our land to the City so that the City could build what is now known as the Joseph R. Peterson Justice Building. That "Easement Agreement with Lease Covenants, Conditions and Restrictions" which is attached hereto was executed on April 4, 2005 and recorded at the Wayne County Register of Deeds on May 24, 2005. Our property was deeded to the City shortly thereafter. As part of this agreement, we are obligated to build an Office Service Development on the corner parcel.

We are currently in discussions with one of our medical partners in the area which has expressed interest in occupying the first phase of the development to be constructed in 2020. Phase Two will include a second office building which will begin immediately once Phase One is built and fully occupied.

We are requesting the City convey us the vacant land shown in yellow on the attached survey. As you can see, this proposed parcel picks up where the City's construction stopped. Our intent is to create the same Municipal Campus as originally contemplated by the parties under the terms of our prior agreements with the City.

Thank you for your consideration.

Sincerely,



Joseph S. Daly
Manager



SHEET 1 OF 2

LEGAL DESCRIPTION

POLICE COURT PARCEL

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, DISTANT S11°17'55"E, 187.54 FEET FROM THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N78°42'05"E, 190.00 FEET; THENCE N11°17'55"W, 51.87 FEET; THENCE N88°52'00"E, 140.00 FEET; THENCE N01°08'00"W, 100.00 FEET; THENCE S88°52'00"W, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 25.90 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE N01°08'00"W, 33.00 FEET; THENCE N88°52'00"E, 155.00 FEET ALONG THE CENTERLINE OF SAID FORD AVENUE, ALSO BEING THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE S01°08'00"E, 528.59 FEET; THENCE S78°42'05"W, 75.06 FEET; THENCE N11°17'55"W, 145.00 FEET; THENCE S78°42'05"W, 310.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 240.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.261 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

FUTURE PARCEL

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N88°52'00"E, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 350.97 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF SAID FRACTIONAL SECTION 28; THENCE S01°08'00"E, 100.00 FEET; THENCE S88°52'00"W, 140.00 FEET; THENCE S11°17'55"E, 51.87 FEET; THENCE S78°42'05"W, 190.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 187.54 FEET TO THE POINT OF BEGINNING. CONTAINING 1.086 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL A

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N88°52'00"E, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 350.97 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF SAID FRACTIONAL SECTION 28; THENCE S01°08'00"E, 113.83 FEET; THENCE S78°42'05"W, 135.36 FEET; THENCE S11°17'55"E, 50.72 FEET; THENCE S78°42'05"W, 190.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 224.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.330 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL B

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, DISTANT S11°17'55"E, 224.71 FEET FROM THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N78°42'05"E, 190.00 FEET; THENCE N11°17'55"W, 50.72 FEET; THENCE N78°42'05"E, 135.36 FEET; THENCE N01°08'00"W, 113.83 FEET; THENCE S88°52'00"W, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 25.90 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE N01°08'00"W, 33.00 FEET; THENCE N88°52'00"E, 155.00 FEET ALONG THE CENTERLINE OF SAID FORD AVENUE, ALSO BEING THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE S01°08'00"E, 528.59 FEET; THENCE S78°42'05"W, 75.06 FEET; THENCE N11°17'55"W, 145.00 FEET; THENCE S78°42'05"W, 310.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 240.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.900 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

APEX SURVEY

20960 MILWAUKEE RD.
BRITTON, MICHIGAN 49229
LAND SURVEYOR # 27446
(734) 634-3591
email: mwdavispe07@yahoo.com

JOB #19-123

DATE 11-18-19

DWG. BYMWD

SCALE

BK PG

SHEET 2 OF 2

CONTRACT FOR EXCHANGE OF REAL ESTATE

This Agreement made this _____ day of January, 2020, by and between Northline Biddle, LLC, formerly known as DM Investments LLC dba as DM Company, as Purchaser, and City of Wyandotte as Seller for a Contract For Exchange of Real Estate.

Northline Biddle, LLC, is requesting that the City deed a certain portion of land, located on the south east corner of Ford Avenue and Biddle Avenue, to Northline Biddle, LLC, located for the construction of an Office Service Development.

WHEREAS, the Purchaser and Seller have entered into previous agreements regarding the purchase, exchange and development of certain properties, the following shall supersede the previous existing agreements.

WHEREAS

1. Northline Biddle, LLC, had conveyed the property as shown on Exhibit A as "New City Parcel", approximately 141,476 square feet, or approximately 3.248 acres, to the City. After such conveyance, the land available to the City was used to construct a new Police Station and Courthouse also shown on Exhibit A and labeled "New City Parcel". In consideration of the City's receipt of the Northline Biddle, LLC, land referenced above, the City will convey to the Northline Biddle, LLC, that portion of City owned land as shown on Exhibit B, described in Exhibit C, and labeled "Parcel A", formerly known as "New D-M Parcel". The City will retain that land as shown on Exhibit B, described in Exhibit C, and labeled "Parcel B", which is the site of the new Police Station and Courthouse. Part of the land to be conveyed to Northline Biddle, LLC, includes 15,152 square feet of undeveloped land of the "New City Parcel". This will provide additional land for the development of "Parcel A" with respect to compliance with the City of Wyandotte Zoning Ordinance, and allow the undeveloped 15,152 square feet to be improved with Northline Biddle, LLC's, development plans. The "Parcel B" will now be approximately 126,324 square feet, or approximately 2.90 acres. "Parcel A" will now be approximately 57,935 square feet, or approximately 1.33 acres.
2. The City is conveying "Parcel A" in an "as is" condition with the City previously having demolished and removed the old police station and court building. However, the basement area of this demolished and removed building was not back filled by the City, but back filled by the Northline Biddle, LLC, at their direction and cost, shortly after building demolition was completed. The property has been re-zoned by the City to zoning classification O-S Office Service District.
3. Northline Biddle, LLC shall pay for all costs charged by a registered land surveyor which are associated with the surveying and lot splitting of the Biddle Avenue parcels covered by this agreement. All parties agree that Exhibit B and Exhibit C describe the new property lines and parcel sizes.
4. "Parcel A" shall be developed by Northline Biddle, LLC as an Office Service Development in two (2) phases, with buildings totaling at least 14,000 square feet. A

building permit for Phase 1 shall be obtained by Northline Biddle, LLC no later than one (1) year from the date of this Agreement, and construction shall be completed and full occupancy obtained within eighteen (18) months of obtaining the Phase 1 building permit. A building permit for Phase 2 shall be obtained by Northline Biddle, LLC no later than six (6) months after full occupancy of Phase 1.

5. The buildings of the Office Service Development shall be constructed of materials which are similar to those used in the construction of the building at 2121 Biddle Avenue and the Police Station and Courthouse building.
6. The Northline Biddle, LLC agrees to construct the Office Service Development parking lot to match the abutting existing parking lot constructed by the City, including landscaping and parking lot lighting. Northline Biddle, LLC shall also install decorative pedestrian lighting in the green belt, as directed by the City, along Biddle Avenue and Ford Avenue.
7. The City has provided Northline Biddle, LLC, and its assigns, a parking easement as illustrated by the "Shared Parking Area" shown on Exhibit A, and detailed in Exhibit D, Amendment to "Easement Agreement with Lease Covenants, Conditions and Restrictions".
8. FURTHER, in consideration of Northline Biddle, LLC's willingness to exchange approximately 68,389 square feet in excess of the amount of land received from the City, as shown on Exhibit B, the City does hereby agree that upon Northline Biddle, LLC's, or its assigns, re-acquiring the Charter One Bank site property, currently owned by the City, located at 3058 1st Street, Wyandotte, in accordance with the provisions in Exhibit E – Offer to Purchaser Real Estate and Agreement for 3040 1st, 3056 1st, and 3058 1st, dated December 17, 2018, which, prior to reacquisition, requires an investment of One Million (\$1,000,000) dollars for the construction of any combination of a residential (e.g., condominium, lofts and/or apartments), office or retail development in, on, above or adjacent to the Charter One Bank site, the City will convey as part of this exchange of real estate, the City-owned parcel immediately adjacent and to the north of the Charter One Bank site, currently a City owned parking lot, as described and shown in Exhibit E and identified as the "First Street Property". The "First Street Property" is comprised of approximately 13,100 square feet. If Northline Biddle, LLC, or its assigns, repurchases the Charter One Bank site in accordance with Exhibit E and has not obtained a building permit and substantially begun construction of the "Parcel A" development consistent with these terms within one (1) year of repurchasing, the City may elect to repurchase the "First Street Property" for One (\$1.00) Dollar. Repurchase provision shall be placed within a recordable document to be executed upon closing.
9. Northline Biddle, LLC will receive the "First Street Property" in an "as is condition" and will conduct and pay for any desired environmental studies and/or remediation. Northline Biddle, LLC shall also conduct and pay all costs for any survey and lot combination necessary.
10. Each Owner acknowledges and agrees that future tax revenue from the private development and ownership of the "Parcel A" and the Charter One Bank site is a material part of the consideration to the City of Wyandotte for this agreement and the

material part of the consideration to the City of Wyandotte for this agreement and the conveyance of said properties to the future owner of the "Parcel A" and the Charter One Bank site. The owner of the "Parcel A" and the Charter One Bank site agrees not to transfer or close on the sale of all or part of this said property to an entity that will result in the property or buildings becoming tax exempt until completion of all of the buildings as required by this Agreement and submit to the terms herein. This requirement will be set forth in a Deed Restriction for the conveyance of "Parcel A". The owner of the "Parcel A" and the Charter One Bank site agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term "Owner" as used herein means any owner of the property, including the owner of the "Parcel A" and the Charter One Bank site, successors, transferees, and assigns.

In the event that Development (or any portion thereof) is removed from the tax rolls within twenty (20) years after the conveyance of the property as a result of any action taken by the owner of the "Parcel A" and the Charter One Bank site, including without limitation, the sale, transfer or use of the Development (or any portion thereof) by the owner of the "Parcel A" and the Charter One Bank site, then the "Parcel A" and the Charter One Bank site owner shall reimburse the City of Wyandotte for an amount equal to the taxable value of the property removed from the tax roll, (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of closing. The amount payable to the City of Wyandotte will be paid in one lump sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before the owner of the "Parcel A" and the Charter One Bank site closes on the transfer or sale of the Development (or portion thereof) to the person or entity that results in the property becoming tax exempt. For example, if the property and Development (or portion thereof) is sold to a person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

$$\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000$$

This obligation shall survive the conveyance of the "Parcel A" and the Charter One Bank site and remain in effect for 20 years after the conveyance with respect to the property conveyed and shall be evidenced by a written recordable document in a form satisfactory to the City of Wyandotte (the "Tax Status Agreement").

The term "development" includes all of the real property and structures built on the real property.

11. 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 offer. The premium for said policy shall be the responsibility of the Purchaser.

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Joseph S. Daly, Manager of Northline Biddle, LLC, formerly known as D-M Investments, L.L.C., d/b/a D-M Company, Limited Liability Company on behalf of said Company.

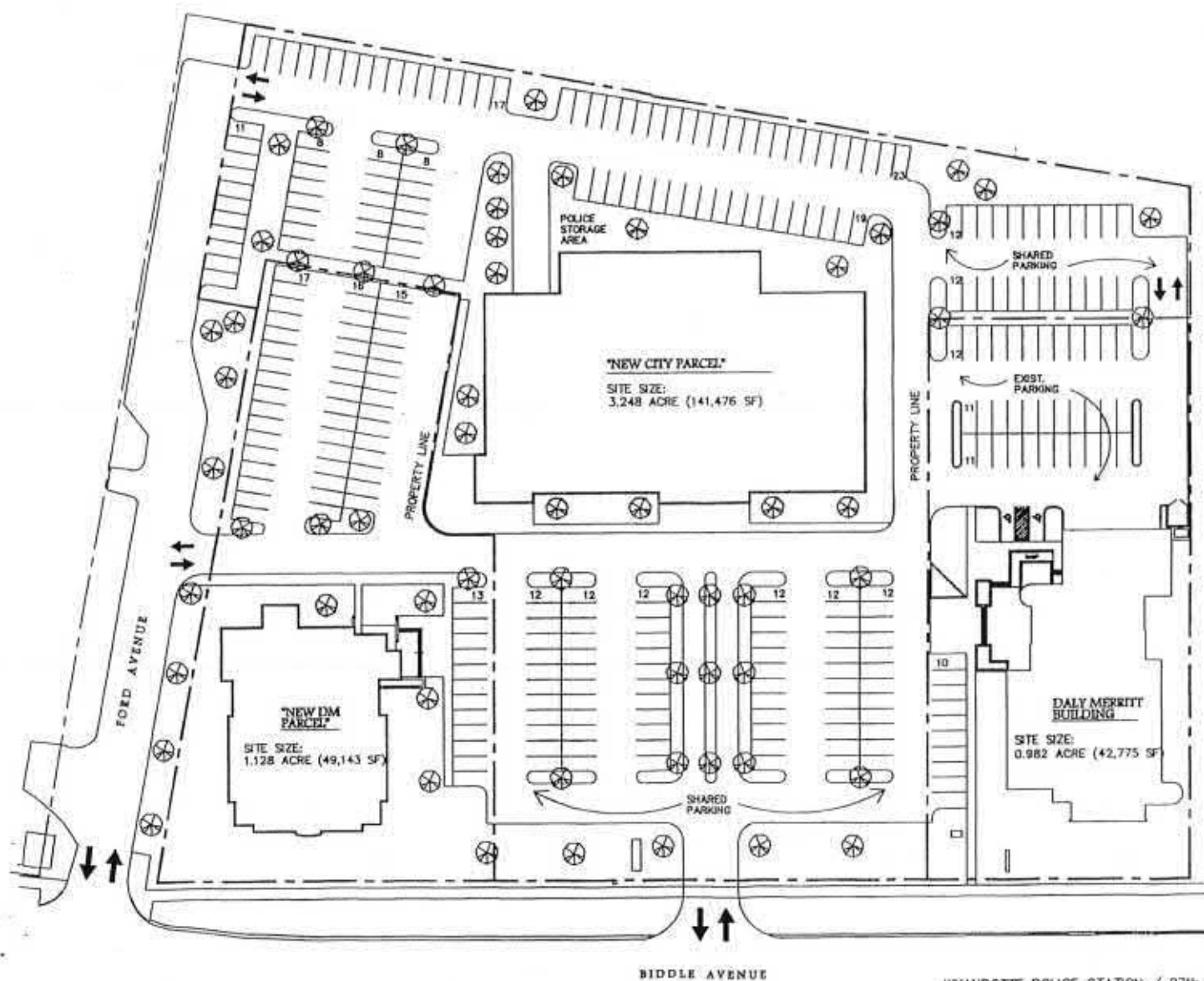
Notary Public, Wayne County, Michigan

My commission expires: _____

EXHIBIT A

SITE ANALYSIS 'C'

1 PAGE



PARCEL SIZE INFORMATION:

NEW CITY PARCEL	3.248 ACRE (141,476 SF)
DALY MERRITT BUILDING	0.982 ACRE (42,775 SF)
NEW DM PARCEL FUTURE BUILDING	1.128 ACRE (49,143 SF)

SITE PARKING:	REQD.	PROVIDED
NEW CITY PARCEL		
TOTAL	151	190
DALY MERRITT BUILDING		
TOTAL	46	46
NEW DM PARCEL FUTURE BUILDING		
TOTAL	60	61



SCALE: 1"=40'-0"

SITE ANALYSIS 'C'

Sarnacki & Associates Architects

Wilson Estes Police Architects

Joint Venture

WYANDOTTE POLICE STATION / 27th DISTRICT COURT

2K4-001

MAY 28, 2004

EXHIBIT C
LEGAL DESCRIPTION
1 PAGE

LEGAL DESCRIPTION

POLICE COURT PARCEL

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, DISTANT S11°17'55"E, 187.54 FEET FROM THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N78°42'05"E, 190.00 FEET; THENCE N11°17'55"W, 51.87 FEET; THENCE N88°52'00"E, 140.00 FEET; THENCE N01°08'00"W, 100.00 FEET; THENCE S88°52'00"W, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 25.90 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE N01°08'00"W, 33.00 FEET; THENCE N88°52'00"E, 155.00 FEET ALONG THE CENTERLINE OF SAID FORD AVENUE, ALSO BEING THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE S01°08'00"E, 528.59 FEET; THENCE S78°42'05"W, 75.06 FEET; THENCE N11°17'55"W, 145.00 FEET; THENCE S78°42'05"W, 310.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 240.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.261 ACRES OF LAND MORE OR LESS.
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

FUTURE PARCEL

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N88°52'00"E, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 350.97 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF SAID FRACTIONAL SECTION 28; THENCE S01°08'00"E, 100.00 FEET; THENCE S88°52'00"W, 140.00 FEET; THENCE S11°17'55"E, 51.87 FEET; THENCE S78°42'05"W, 190.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 187.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.086 ACRES OF LAND MORE OR LESS.
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL A

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N88°52'00"E, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 350.97 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF SAID FRACTIONAL SECTION 28; THENCE S01°08'00"E, 113.83 FEET; THENCE S78°42'05"W, 135.36 FEET; THENCE S11°17'55"E, 50.72 FEET; THENCE S78°42'05"W, 190.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 224.71 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.330 ACRES OF LAND MORE OR LESS.
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL B

PART OF FRATIONAL SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, DESCRIPTION, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF BIDDLE AVENUE, 120 FEET WIDE, DISTANT S11°17'55"E, 224.71 FEET FROM THE INTERSECTION OF THE EAST LINE OF BIDDLE AVENUE AND THE SOUTH LINE OF FORD AVENUE, 66 FEET WIDE; THENCE N78°42'05"E, 190.00 FEET; THENCE N11°17'55"W, 50.72 FEET; THENCE N78°42'05"E, 135.36 FEET; THENCE N01°08'00"W, 113.83 FEET; THENCE S88°52'00"W, ALONG THE SOUTH LINE OF SAID FORD AVENUE, 25.90 FEET, BEING A LINE 33.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE N01°08'00"W, 33.00 FEET; THENCE N88°52'00"E, 155.00 FEET ALONG THE CENTERLINE OF SAID FORD AVENUE, ALSO BEING THE NORTH LINE OF FRACTIONAL SECTION 28; THENCE S01°08'00"E, 528.59 FEET; THENCE S78°42'05"W, 75.06 FEET; THENCE N11°17'55"W, 145.00 FEET; THENCE S78°42'05"W, 310.00 FEET; THENCE N11°17'55"W, ALONG THE EAST LINE OF SAID BIDDLE AVENUE, 240.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.900 ACRES OF LAND MORE OR LESS.
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

APEX SURVEY

20960 MILWAUKEE RD.
BRITTON, MICHIGAN 49229
LAND SURVEYOR # 27446
(734) 634-3581
email: mwdavispe07@yahoo.com

JOB #19-123

DATE 11-18-19 SCALE

DWG. BYMWD BK PG

SHEET 2 OF 2

EXHIBIT D
EASEMENT AGREEMENT
17 PAGES

AMENDMENT TO
"EASEMENT AGREEMENT WITH LEASE COVENANTS
CONDITIONS AND RESTRICTIONS"

BETWEEN
THE CITY OF WYANDOTTE
AND

D-M INVESTMENTS, L.L.C.,
dba D-M COMPANY, A LIMITED LIABILITY COMPANY
NOW KNOWN AS NORTHLINE BIDDLE, LLC,

The first paragraph of the Agreement shall be replaced with the following:

THIS EASEMENT AGREEMENT WITH LEASE COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this day 4 of April, 2005, by and between the City of Wyandotte, a Municipal corporation, (the "Parcel A Owner" and "Parcel C Owner"), and D-M Investments, L.L.C., d/b/a D-M Company, Limited Liability Company, now known as Northline Biddle, LLC, (the "Parcel B Owner" and future owner of "Parcel C").

RECITALS

1. Paragraph A shall be replaced with the following:

The Parcel A Owner is the owner of that certain real property situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described in "Exhibit C" and "Exhibit D" attached hereto and incorporated herein by this reference ("Parcel A" is labeled as the "Police Court Parcel").

2. Paragraph C shall be replaced with the following:

The Parcel C Owner is the owner of that certain real property situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described in "Exhibit C" and "Exhibit D" attached hereto and incorporated herein by this reference ("Parcel C" is labeled as the "New DM Parcel").

AGREEMENTS

1. Section 1, Definitions. Paragraph (b) shall be replaced with the following:

The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on "Exhibit A" and "Exhibit B" for Parcel B, and "Exhibit C" and "Exhibit D" for Parcel A and Parcel C.

2. Section 9. Miscellaneous. Paragraph 9.11 Notices, shall be amended as follows:

Parcel A and Parcel C Owner:

City of Wyandotte, Office of the City Clerk
3200 Biddle Avenue, Suite 100
Wyandotte, Michigan 48192

With a copy to:

Office of City Engineer
City of Wyandotte
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

Parcel B Owner:

Attention: Joseph S. Daly
Northline Biddle, LLC
3099 Biddle Avenue
Wyandotte, Michigan 48192

With a copy to:

Attention: James P. Daly
Northline Biddle, LLC
3099 Biddle Avenue
Wyandotte, Michigan 48192

3. Section 9. Miscellaneous. The following Paragraph 9.15 shall be added to this Agreement:

9.15 Each Owner acknowledges and agrees that future tax revenue from the private development and ownership of the Parcel C is a material part of the consideration to the City of Wyandotte for this agreement and the conveyance of said properties to the future owner of Parcel C. The owner of Parcel C agrees not to transfer or close on the sale of all or part of this said property to an entity that will result in the property or buildings becoming tax exempt until completion of all of the buildings as required by this Agreement and submit to the terms herein. The owner of Parcel C agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term "Owner" as used herein means any owner of the property, including the owner of Parcel C's successors, transferees, and assigns.

In the event that Development (or any portion thereof) is removed from the tax rolls within twenty (20) years after the conveyance of the property as a result of any action taken by the owner of Parcel C, including without limitation, the sale, transfer or use of the Development (or any portion thereof) by the owner of Parcel C, then the Parcel C owner shall reimburse the City of Wyandotte for an amount equal to the taxable value of the property removed from the tax roll, (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of closing. The amount payable to the City of Wyandotte will be paid in one lump

sum. The lump sum payment shall be the net present value calculated by computing the taxable value times (x) 20 mills for the year the lump sum is to be paid times (x) number of years remaining on this obligation up to 20 years. The lump sum is due and payable on or before the owner of Parcel C closes on the transfer or sale of the Development (or portion thereof) to the person or entity that results in the property becoming tax exempt. For example, if the property and Development (or portion thereof) is sold to a person or entity five (5) years after the date of closing, and the taxable value is \$50,000, then the lump sum will be computed as follows:

$$\$50,000 \times 0.020 \text{ mills} \times 15 \text{ years} = \$15,000$$

This obligation shall survive the conveyance of the Parcel C and remain in effect for 20 years after the conveyance with respect to the property conveyed and shall be evidenced by a written recordable document in a form satisfactory to the City of Wyandotte (the "Tax Status Agreement").

The term "development" includes all of the real property and structures built on the real property.

All other terms and conditions of the original Easement Agreement with Lease Covenants, Conditions and Restrictions shall remain in full force and effect.

Dated this _____ day of _____, 2020.

IN WITNESS WHEREOF, the parties executed this amended Agreement as of the date written above.

Parcel A and Parcel C Owner:

Parcel B Owner:

City of Wyandotte

Northline Biddle, LLC

By: _____
Joseph R. Peterson
Mayor

By: _____
Joseph P. Daly
Manager

By: _____
Lawrence S. Stec
City Clerk

Witnesses:

Witnesses:

Printed Name

Printed Name

State of Michigan)
) ss
County of Wayne)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, as the Mayor and City Clerk respectively of the City of Wyandotte, on behalf of the City.

Notary Public, Wayne County, Michigan

County of Wayne)

Notary Public, Wayne County, Michigan

Lawrence S. Stec
City Clerk
City of Wyandotte
3200 Biddle Avenue, Suite 100
Wyandotte, Michigan 48192

**EASEMENT AGREEMENT WITH LEASE COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS EASEMENT AGREEMENT WITH LEASE COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this day 4 of April, 2005, by and between the City of Wyandotte, a Municipal corporation, (the "Parcel A Owner"), and D-M Investments, L.L.C., d/b/a D-M Company, a Limited Liability Company (the "Parcel B Owner" and future owner of "Parcel C").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A" and labeled as the "New City Parcel").
- B. The Parcel B Owner is the owner of that certain real properties situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B" and labeled as the "Daly Merritt Building").
- C. The Parcel C is currently owned by the City of Wyandotte and will be conveyed to D-M Investments when the police station/courthouse building is completely demolished and remediated. Parcel C is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C and labeled as the "New D-M Parcel").
- D. The Parcel A Owner intends to develop Parcel A for use as a Municipal Court and Police Station.
- E. The Parcel B Owner intends to thereafter develop or allow or cause the development of Parcel C in a manner consistent with an "Office Service" use as defined in the City of Wyandotte's Zoning Ordinance.
- F. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain lease covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A, Parcel B and Parcel C and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the parties to this Agreement hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the Lease terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. **Definitions.** For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the owner or owners of Parcel A, Parcel B, and Parcel C and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof. The Parcels shall also be referred to herein as the "Development".
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A, Parcel B and Parcel C that are outside of exterior walls of buildings or other structures located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements. Common Area includes Parking Police Area 1 and Parking Police Area 2 or shared parking and necessary access to and from shared areas. It is understood that the Common Area does not include parking east or north of new police station/courthouse building.
- (e) The term "Shared Parking" shall mean the legal description of Parking Police Area 1 and Parking Police Area 2 shown on Exhibit "B".
- (f) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "A" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only, except for the location of the shared parking area and Parcel A driveway. (The location of Biddle Avenue access driveway is at the City's sole discretion). The Urban Engineering Survey with legal descriptions for the shared parking areas is attached hereto as Exhibit "B" and by reference made a part hereof.

(g) The term "Driveways" shall mean the driveways and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

2. Easements.

2.1 Grant of Easement on the New City Parcel. Subject to any express conditions, limitations or reservations contained herein, the City and all present and future Owners and Permittees of Parcel A do hereby grant:

- (a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed to access both the existing and future parking and pedestrian areas on D-M Company's existing Parcel, as well as the shared parking areas of Parcel A including, without limitation, the Driveways, so as to provide for the passage of motor vehicles and pedestrians between all portions of the shared parking areas of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;
- (b) An easement for the parking by D-M Company and its Permittees of vehicles in the parking areas designated as part of the Shared Parking Areas of the Parcels, as such parking areas are indicated on the Site Plan. Parking shall be for private passenger vehicles only .

2.2 Grant of Easement Through New D-M Parcel. The D-M Company does hereby grant an easement to the City and its employees and permittees through its driveway and parking lot lanes for the sole purpose of accessing the Shared Parking Areas located on City property. It is understood that the location of the D-M Company's driveways and access lanes will be determined by the D-M Company and/or its successors in interest in their sole discretion at some date in the future. The driveway and access lanes currently shown on Exhibit A are nonbinding and are for reference purposes only. This grant of easement will automatically expire if the City conveys the "New City Parcel" to any third party which does not retain the City as a tenant in the building.

2.3 Driveways. The openings and access points contemplated for use of the Shared Parking Areas and its Driveways, are shown on the Site Plan and such openings and access points between the Parcels for use as contemplated pursuant to paragraph 2.1(a) and 2.2 above, shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan unless a changed location of a driveway provides access to the shared parking areas. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 and 2.2 above. Except with respect to the Driveways, each Owner shall be permitted to maintain curbing, landscaping or other like improvements along the boundary line of its Parcel.

2.4 Reasonable Use of Easement.

(a) The easement hereinabove granted shall be used and enjoyed by the D-M Company and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the City's Police and Court facility, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) The easement hereinabove granted shall be used and enjoyed by the City of Wyandotte and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the D-M Company, including without limitation, access to and from said business, and the receipt or delivery of merchandise in connection therewith.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris as is normal for a construction site.

3.2 Shared Parking. In consideration for the payment of \$150,000.00 to be made by the D-M Company or its successor in installments of at least \$3,000 per year in the form of a parking maintenance fee, the City of Wyandotte will at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Shared Parking located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Shared Parking shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing snow, grass cutting and shrubbery trimming, removal of papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Shared Parking in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Shared Parking, the City shall, at its sole cost and expense, with due diligence repair, restore and rebuild such shared parking to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). The easements between the Parcels pursuant to paragraph 2.1 and 2.2 (i) shall not be closed or materially impaired; (ii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so blocked without the express written consent of all Owners (iii) the City's Driveways may be relocated at the City's sole discretion provided access to the shared parking areas is maintained (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel A, the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.3 Driveways. Once built, the respective Owners will maintain at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Driveways located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of driveways shall include the surface of the driveway, removing snow, removal of papers, debris and other refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining marking, directional signs, lines and striping as needed, and performing any and all such other duties as are necessary to maintain such Driveway in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Driveway to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement).

4. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel B or Parcel C.

6. D-M Company agrees with City's current site plan of police station/courthouse including location of gun range and there are no further conditions to be complied with from Paragraph 7 of Purchase Agreement. The City agrees to cooperate with the D-M Company in granting any necessary future approvals of the D-M Company's site plan for the construction of its Office Service Development on Parcel C including a revocable grant of license to increase parking on the south side of Ford Avenue right-of-way, provided the development is consistent with the terms of this Agreement.

7. Remedies and Enforcement

7.1 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, and except as stated below, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. In the event of a nonmonetary breach of this Agreement by D-M Company, the City may not accelerate but, after providing written notice and a 60-day period to remedy, the City may cure and assess all costs against Parcel C. However, in the event of the D-M Company's monetary breach and its failure to cure such breach within sixty (60) days of receiving written notice from the City, the City may accelerate the balance owed on the \$150,000.00 lease payment. In addition, the City may attach the accelerated default balance owed as a lien against the

property known as Parcel C until the default is remedied. During the term of such default, all parking rights will expire, although the perpetual easement providing access to and from Parcels B & C through Parcel A will remain in full force and effect.

8. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be recorded in the office of the Wayne County Register of Deeds. The Commencement Date of the Lease will be the date the D-M Company's development on New Parcel C is open for business. The term of the parking lease shall be for fifty (50) years and will be renewable on identical terms and conditions at the sole discretion of the D-M Company and/or its successors. The perpetual easement providing access to and from Parcels B & C through Parcel A does not expire or terminate for any reason.

9. Miscellaneous.

9.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2 Amendment

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Register of Deeds of Wayne County, Michigan.

9.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

9.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

9.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives

9.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

9.8 Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

9.9 Time of Essence. Time is of the essence of this Agreement.

9.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery- Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A and Parcel C Owner and the Parcel B Owner are as follows.

Parcel A and

Parcel C Owner:

City of Wyandotte, Office of the City Clerk
3131 Biddle Avenue
Wyandotte, Michigan 48192

With a copy to:

Office of the City Engineer
City of Wyandotte
3131 Biddle Avenue
Wyandotte, Michigan 48192

Parcel B Owner:

Attention: Joseph S. Daly
D-M Investments, L.L.C.
2121 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

With a copy to: Attention: James P. Daly
D-M Investments, LLC
2121 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

9.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9.13 Estoppel Certificates. Each Owner, within thirty (30) business days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

9.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by later, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

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

Parcel A and Parcel C Owner:

City of Wyandotte

By: Leonard Sabuda
Leonard Sabuda
Its: Mayor

By: William Griggs
William Griggs
Its City Clerk

Parcel B Owner:

D-M Investments, L.L.C.
d/b/a D-M Company

By: Joseph P. Daly
Joseph P. Daly
Its: Manager

Witnesses:

Kelly Roberts
KELLY ROBERTS

Witnesses:

Melissa Armato
MELISSA ARMATO

State of Michigan)
)ss
 County of Wayne)

The foregoing instrument was acknowledged before me this 4th day of ^{April}~~March~~, 2005
 by Leonard Sabada and William Grogg, the
Mayor and City Clerk respectively of the City of Wyandotte, on
 behalf of the City.

Kelly Roberts
 Notary Public Wayne County, Michigan

My commission expires: 2/13/12

State of Michigan)
)ss
 County of Wayne)

The foregoing instrument was acknowledged before me this 31st day of March, 2005
 by Joseph S. Daly, Member/Manager of the D-M Investments, L.L.C., d/b/a D-M Company, on
 behalf of said Company.

MELISSA ARMATIS
 Notary Public, Wayne County, MI
 My Commission Expires July 10, 2005

Melissa Armatis
 Notary Public Wayne County, Michigan

My commission expires: July 10, 2005

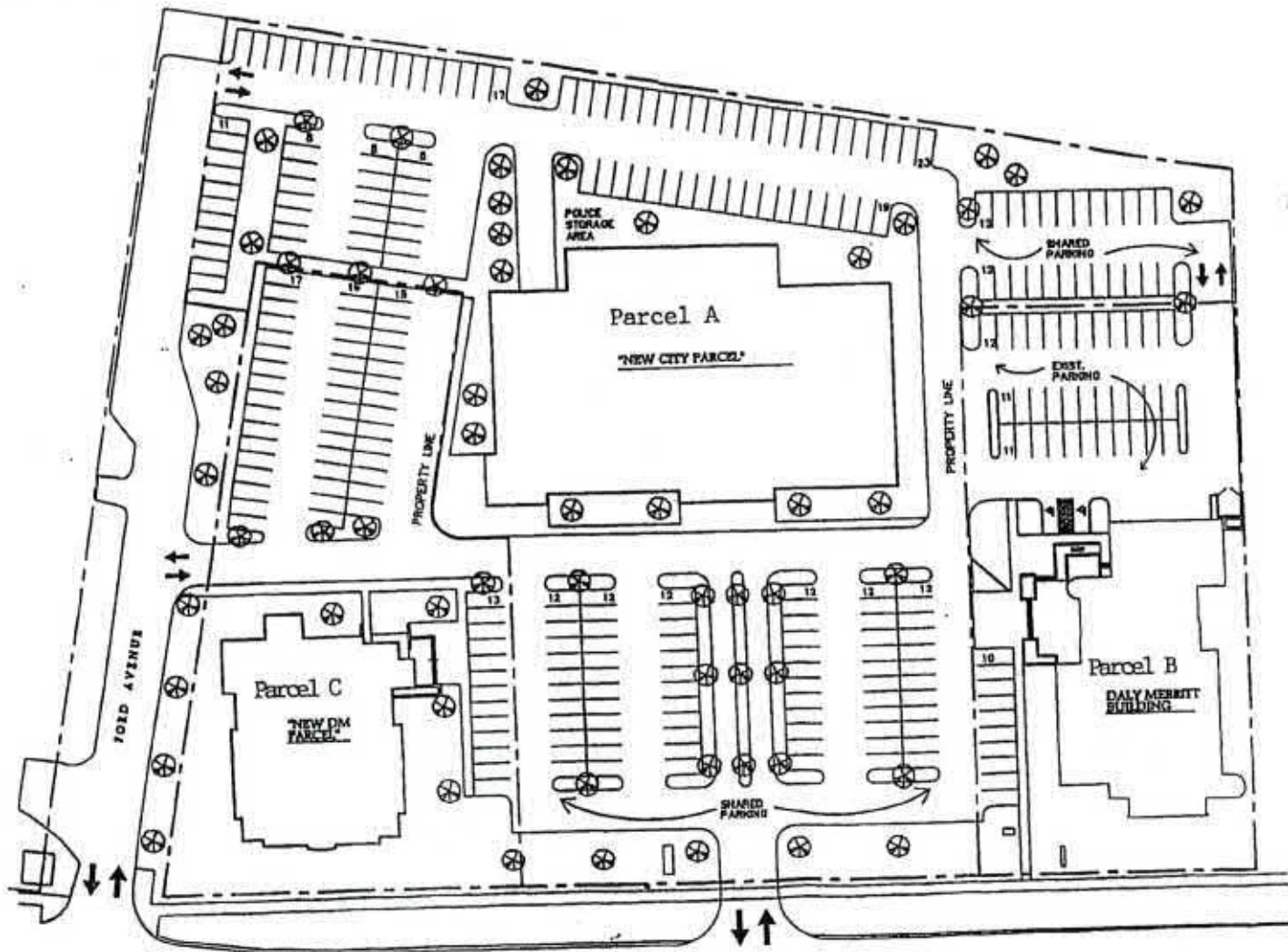
Exhibit "A" - Site Plan, Identifies Parcels A, B and C shows shared Parking Areas
 And Driveways

Exhibit "B" Legal Description and Map of Shared Parking Areas

Instrument Prepared by:
 Joseph S. Daly
 D-M Investments, L.L.C.
 2121 Biddle Avenue, Suite 200
 Wyandotte, Michigan 48192

When recorded return to:
 Joseph S. Daly
 D-M Investments, L.L.C.
 2121 Biddle Avenue, Suite 200
 Wyandotte, Michigan 48192

EXHIBIT A



PARCEL SIZE INFORMATION:

NEW CITY PARCEL	3.248 ACRE (141,478 SF)
DALY MERRITT BUILDING	0.982 ACRE (42,778 SF)
NEW DM PARCEL FUTURE BUILDING	1.128 ACRE (48,148 SF)

SITE PARKING:

	REQ'D.	PROVIDED
NEW CITY PARCEL		
TOTAL	151	190
DALY MERRITT BUILDING		
TOTAL	48	48
NEW DM PARCEL FUTURE BUILDING		
TOTAL	60	61

L14-2817



SITE ANALYSIS 'C'

Sarnacki & Associates Architects
 +
 Wilson Estes Police Architects
 Joint Venture

P-385

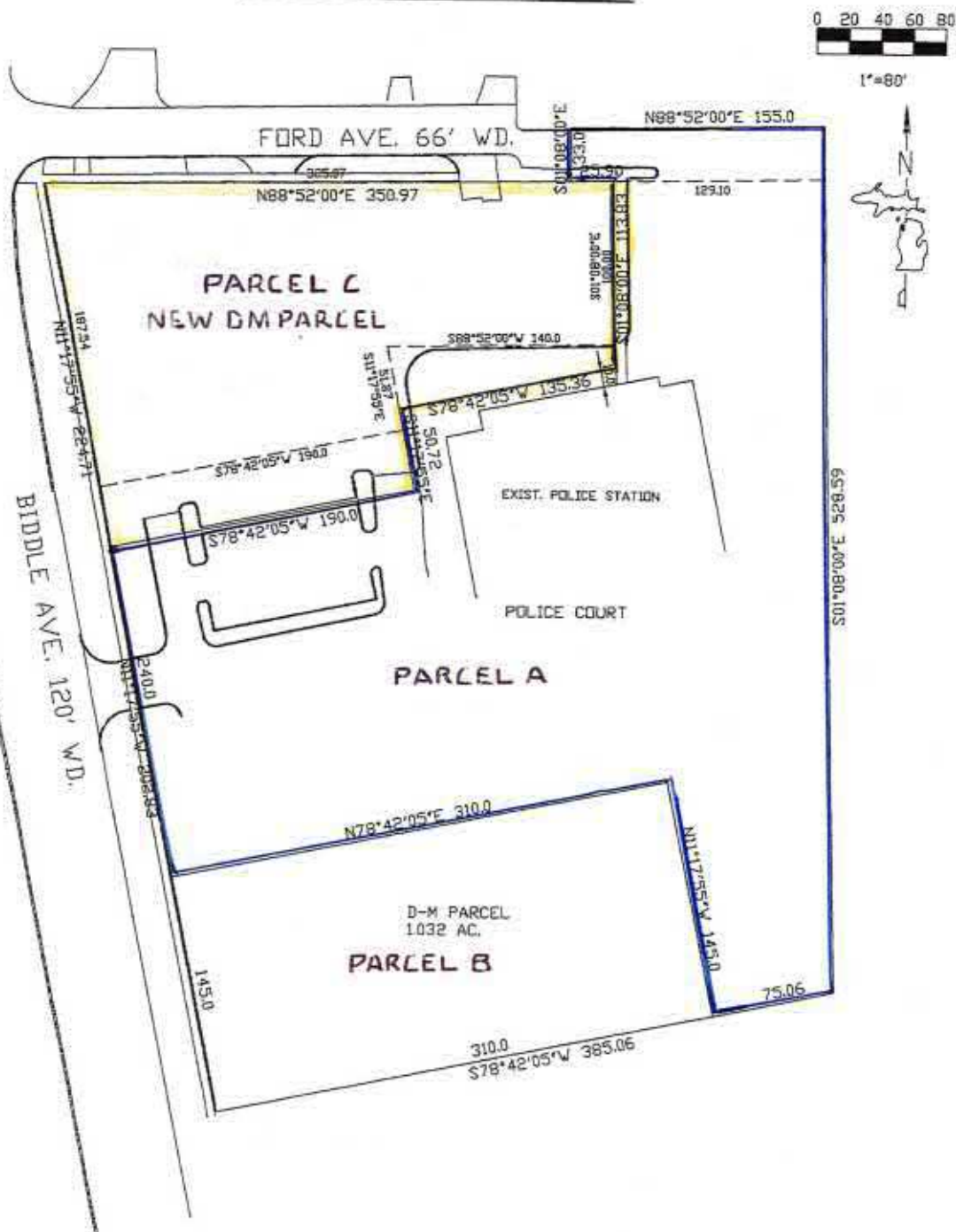
MIDDLE AVENUE

WYANDOTTE POLICE STATION / 27th DISTRICT COURT

2K4-001 MAY 28, 2004

EXHIBIT C

PROPERTY SKETCH



LEGEND

FI = Found Iron

SI = Set Iron

Fence $\overline{H} \overline{H} \overline{H}$

Set Wood

Hub

APEX SURVEY

20960 MILWAUKEE RD.
BRITTON, MICHIGAN 49229
LAND SURVEYOR # 27446
(734) 634-3591
email: mwdavispe07@yahoo.com

JOB # 19-123

DATE 11-18-19

DWG. BY MWD

 $1^{\circ}=80'$

SCALE

BK	PG
----	----

SHEET 1 OF 2

EXHIBIT D

AMENDED LEGAL DESCRIPTION

PARCEL A

Part of Fractional Section 28, T. 3 S., R. 11 E., City of Wyandotte, Wayne County, described as beginning at a point on the East Line of Biddle Avenue, 120 feet wide, distant S 11° 17' 55" E, 224.71 feet from the intersection of the East Line of Biddle Avenue and the South Line of Ford Avenue, 66 feet wide, thence N 78° 42' 05" E, 190.00 feet; thence N 11° 17' 55" W 50.72 feet; thence N 78° 42' 05" E, 135.36 feet; thence N 01° 08' 00" W, 113.83 feet; thence S 88° 52' 00" W along the South Line of said Ford Avenue, 25.90 feet, being a line 33.00 feet South (measured at right angles) and parallel to the North Line of Fractional Section 28; thence N 01° 08' 00" W, 33.00 feet; thence N 88° 52' 00" E, 155.00 feet along the centerline of said Ford Avenue, also being the North Line of Fractional Section 28; thence S 01° 08' 00" E, 528.59 feet, thence S 78° 42' 05" W, 75.06 feet; thence N 11° 17' 55" W, 145.00 feet; thence S 78° 42' 05" W, 310.00 feet; thence N 11° 17' 55" W, along the East Line of said Biddle Avenue, 240.00 feet to the Point of Beginning.

PARCEL C

Part of Fractional Section 28, T 3 S., R 11 E., City of Wyandotte, Wayne County, described as beginning at the intersection of the East Line of Biddle Avenue, 120 feet wide, and the South Line of Ford Avenue, 66 feet wide, thence N 88° 52' 00" E, along the South Line of said Ford Avenue, 350.97 feet, being a line 33.00 South (measured at right angles) and parallel to the North Line of said Fractional Section 28, thence S 01° 08' 00" E, 113.83 feet, thence S 78° 42' 05" W, 135.36 feet; thence S 11° 17' 55" E, 50.72 feet; thence S 78° 42' 05" W, 190.00 feet; thence N 11° 17' 55" W, along the East Line of said Biddle Avenue, 224.71 feet to the Point of Beginning.

EXHIBIT E

OFFER TO PURCHASE

8 PAGES

CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2018-507

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

UNDER THE DATE OF: December 17, 2018

MOVED BY: Councilperson Schultz

SUPPORTED BY: Councilperson Maiani

RESOLVED that Council concurs with the recommendation of the City Administrator to acquire the properties at 3040, 3056, 3058 1st Street in the amount of \$1.00 to be appropriated from the UDAG Fund; 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 and Supplemental Agreement regarding post-closing responsibilities between the City and the current property owner; AND

BE IT FURTHER RESOLVED that the current property owner will be eligible to reacquire the property for \$25,000 within three (3) years of closing contingent on additional private investment of at least \$1,000,000.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on December 17, 2018 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.




Lawrence S. Stec
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 17, 2018

AGENDA ITEM # 7

ITEM: Property Acquisition – 3040, 3056, and 3058 1st Street

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The property at 3040, 3056, and 3058 1st Street has been partially vacant for two (2) years and entirely vacant for the past six (6) months. The City and the current property owner have a mutual interest in facilitating a redevelopment of the property. To that end, it is recommended that the City acquire the property at a cost of \$1 to maximize our ability to be involved in this project. The property, with a current assessed value of \$709,000 and a taxable value of \$508,317, is eligible to be reacquired by the current property owner for \$25,000 within three (3) years contingent on additional private investment of at least \$1,000,000. Also attached is a supplemental agreement which outlines each party's duties and responsibilities during the post-closing period when improvements are being studied and completed.

STRATEGIC PLAN/GOALS: This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in our commitment to revitalize the downtown with new residential and commercial developments.

ACTION REQUESTED: Approve the Purchase Agreement for the City to acquire the property, approve the Supplemental Agreement regarding each party's responsibility post-closing, and authorize the Mayor and City Clerk to execute the Purchase Agreement and Supplemental Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The UDAG Fund (284-200-850-560) will be used for the nominal purchase cost.

IMPLEMENTATION PLAN: Property closing to be coordinated with/by the City Attorney and City Administrator

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approved as to Form (Signature on File)

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS:

1. Purchase Agreement
2. Supplemental Agreement
3. Picture and Map

WILLIAM R. LOOK, P.C.
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390
(734) 285-6300
FAX (734) 285-4160
OFFER TO PURCHASE REAL ESTATE

William R. Look

Richard W. Look
(1912-1993)

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

{ City
Township of
Village

Wyandotte Wayne County, Michigan, described as follows:
See Appendix "A" for Legal Descriptions, being known as 3040, 3056 and 3058 1st Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One (\$1.00) Dollar, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: A

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

Cash Sale	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
Cash Sale with New Mortgage	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
Sale to Existing Mortgage	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payments of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the Seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
Sale on Land Contract	D. Payment of the sum of _____ Dollars in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent annum; and which DO, DO NOT include prepaid taxes and insurance.
Sale to Existing Land Contract	If the Seller's title to said land is evidenced by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendor's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
Evidence	2. Purchaser waives Evidence of Title.
Time of Closing	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale at a date set by Purchaser of December 31, 2018.
Purchaser's Default	In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
Seller's Default	4. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
Title Objections	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title commitment within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
Possession	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None, except Seller shall have access to the building for construction purposes and shall provide Purchaser a certificate of insurance naming the City of Wyandotte as additional insured on a liability insurance policy of at least One Million (\$1,000,000) Dollars</u> If the Seller occupies the property, it shall be vacated on or before <u>Closing</u> From the date of closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>N/A</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>N/A</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

Taxes And Prorated Items
7. There will be no proration of taxes at closing. Seller will pay all real estate taxes which become "due" prior to closing including all December 1, 2013 taxes. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller.
8. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit

Seller's
Authorization

shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

9. The Seller is hereby authorized to accept this offer and the deposit of Zero Dollars may be held by him under Act No. 112, P. A. of 1963 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ N/A 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 \$ ZERO.

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

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

The closing of this sale shall take place at the office of Daly Merritt Properties, Inc., 3099 Biddle Avenue before December 31, 2018 or transaction is null and void.

Additional conditions, if any: Contingent upon City Council approval. Seller shall have an option to repurchase the property for the sum of Twenty-Five Thousand (\$25,000) Dollars provided Seller has expended at least One Million (\$1,000,000) Dollars in improvements to the structure. Option must be exercised in writing within thirty-six (36) months of Closing with the Option Closing to occur within fourteen (14) days of the expiration of the Option period. Upon the exercise of such Option, Purchaser/Oak Wyandotte, LLC will pay all costs and/or fees associated with the transaction.

City of Wyandotte

IN PRESENCE OF:

Joseph R. Peterson L.S.
Joseph R. Peterson, Mayor Purchaser

Lawrence Stoe, City Clerk L.S.
Purchaser

Address _____

Dated _____ Phone: _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in Paragraphs 8 and 9 above, or will be returned forthwith after tender if the foregoing offer and deposit is declined.

Address _____ Seller

Phone _____ By: _____

This is a co-operative sale on a _____ basis with _____

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

Oak Wyandotte, LLC

IN PRESENCE OF:

Melissa Armatis
Melissa Armatis

Joseph S. Daly, Manager/Member L.S.
Seller

By: _____, Member Seller

Address 3099 Biddle Avenue, Wyandotte, MI 48192

Phone 734-282-2180

Dated: December 3, 2018

PURCHASER'S RECEIPT OF ACCEPTED OFFER

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

Dated _____ L.S.
Purchaser

APPENDIX "A"

3040 1st Street

Parcel Number: 57 011 09 0009 000

LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

3056 1st Street

Parcel Number: 57 011 09 0010 001

N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

3058 1st Street

Parcel Number: 57 011 09 0010 002

S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

Agreement

The parties have entered into a Purchase Agreement whereby the Seller/Oak Wyandotte, LLC has agreed to convey the following properties to the Purchaser/City of Wyandotte with a closing expected to occur before December 31, 2018:

3040 1st Street - Parcel Number: 57 011 09 0009 000
LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS
P5 WCR

3056 1st Street - Parcel Number: 57 011 09 0010 001
N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF
PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

3058 1st Street - Parcel Number: 57 011 09 0010 002
S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF
PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR

The subject Purchase Agreement includes a provision to allow Seller/Oak Wyandotte, LLC to complete certain improvements to the building after closing. The purpose of this Agreement is to clarify the duties of the parties during this post-closing period when such improvements are being studied and completed.

Beginning at the closing date, Seller/Oak Wyandotte, LLC will be responsible for the following:

- A. All maintenance of every kind or nature arising out of the ownership of the building including but not limited to the roof, the four outer walls, the windows, the plumbing, electrical and HVAC systems.
- B. The payment of all DTE bills for the supply of natural gas to the property.
- C. The cost of all insurance on the property. Seller/Oak Wyandotte, LLC will ensure that the City is named as an Additional Insured on a general liability policy of at least \$1,000,000. Oak Wyandotte, LLC will also purchase a property policy insuring the building from fire and/or other casualties. In the event of such occurrence, the first \$25,000 of such insurance proceeds shall be paid to the City of Wyandotte and the balance will be paid to Oak Wyandotte, LLC to be used to restore the building.

The Purchaser/City of Wyandotte shall have the following duties after closing;

- A. Transfer electric and water to the City's name and to pay the costs of those utilities until Seller's option is either exercised or lapses. Seller/Oak Wyandotte, LLC will assist and facilitate the Purchaser/City of Wyandotte with the transfer of those Wyandotte Municipal utilities.

City of Wyandotte

IN PRESENCE OF:

 L.S.
Joseph R. Peterson, Mayor Purchaser

 L.S.
Lawrence Stec, City Clerk Purchaser

Address _____

Dated _____

Phone: _____

IN PRESENCE OF:

Oak Wyandotte, LLC

 L.S.
By: Joseph S. Daly, Manager Member Seller

Address 3099 Biddle Avenue, Wyandotte, MI 48192

Dated: December 3, 2016

Phone 734-262-2180



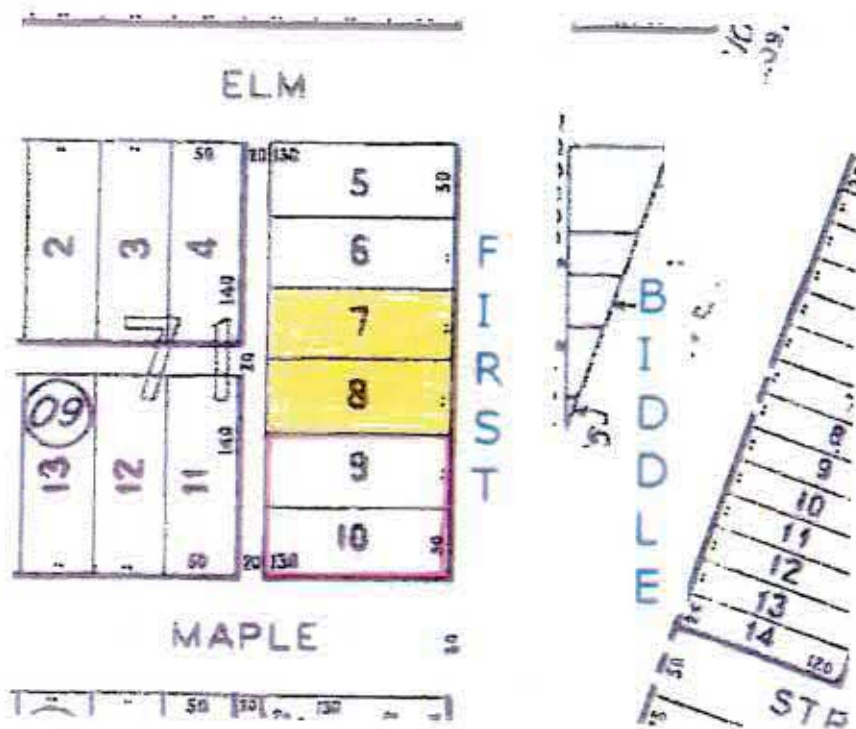
3040 1st Street



3056 1st Street



3058 1st Street



3040 1st Street - LOT 9 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

3056 1st Street - N 22 FT OF E 35.33 FT OF LOT 10 ALSO N 24.67 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

3058 1st Street - S 28 FT OF E 35.33 FT OF LOT 10 ALSO S 25.33 FT OF W 94.67 FT OF LOT 10 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 Owner Joe Daly

City Parking Lot #10 - LOTS 7 AND 8 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 71 T3S R11E, L57 OF DEEDS P5 WCR Owner City of Wyandotte

AMENDMENT TO
"EASEMENT AGREEMENT WITH LEASE COVENANTS
CONDITIONS AND RESTRICTIONS"

BETWEEN
THE CITY OF WYANDOTTE
AND

D-M INVESTMENTS, L.L.C.,
dba D-M COMPANY, A LIMITED LIABILITY COMPANY
NOW KNOWN AS NORTHLINE BIDDLE, LLC,

The first paragraph of the Agreement shall be replaced with the following:

THIS EASEMENT AGREEMENT WITH LEASE COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this day 4 of April, 2005, by and between the City of Wyandotte, a Municipal corporation, (the "Parcel A Owner" and "Parcel C Owner"), and D-M Investments, L.L.C., d/b/a D-M Company, Limited Liability Company, now known as Northline Biddle, LLC, (the "Parcel B Owner" and future owner of "Parcel C").

RECITALS

1. Paragraph A shall be replaced with the following:

The Parcel A Owner is the owner of that certain real property situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described in "Exhibit C" and "Exhibit D" attached hereto and incorporated herein by this reference ("Parcel A" is labeled as the "Police Court Parcel").

2. Paragraph C shall be replaced with the following:

The Parcel C Owner is the owner of that certain real property situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described in "Exhibit C" and "Exhibit D" attached hereto and incorporated herein by this reference ("Parcel C" is labeled as the "New DM Parcel").

AGREEMENTS

1. Section 1, Definitions, Paragraph (b) shall be replaced with the following:

The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on "Exhibit A" and "Exhibit B" for Parcel B, and "Exhibit C" and "Exhibit D" for Parcel A and Parcel C.

2. Section 9. Miscellaneous. Paragraph 9.11 Notices, shall be amended as follows:

Parcel A and Parcel C Owner:

City of Wyandotte, Office of the City Clerk
3200 Biddle Avenue, Suite 100
Wyandotte, Michigan 48192

With a copy to:

Office of City Engineer
City of Wyandotte
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

Parcel B Owner:

Attention: Joseph S. Daly
Northline Biddle, LLC
3099 Biddle Avenue
Wyandotte, Michigan 48192

With a copy to:

Attention: James P. Daly
Northline Biddle, LLC
3099 Biddle Avenue
Wyandotte, Michigan 48192

3. Section 9. Miscellaneous. The following Paragraph 9.15 shall be added to this Agreement:

9.15 Each Owner acknowledges and agrees that future tax revenue from the private development and ownership of the Parcel C is a material part of the consideration to the City of Wyandotte for this agreement and the conveyance of said properties to the future owner of Parcel C. The owner of Parcel C agrees not to transfer or close on the sale of all or part of this said property to an entity that will result in the property or buildings becoming tax exempt until completion of all of the buildings as required by this Agreement and submit to the terms herein. The owner of Parcel C agrees that the property will be placed on the tax rolls with the intent that the same remain on the tax rolls for a period of not less than twenty (20) years commencing with the date of the closing. The term "Owner" as used herein means any owner of the property, including the owner of Parcel C's successors, transferees, and assigns.

In the event that Development (or any portion thereof) is removed from the tax rolls within twenty (20) years after the conveyance of the property as a result of any action taken by the owner of Parcel C, including without limitation, the sale, transfer or use of the Development (or any portion thereof) by the owner of Parcel C, then the Parcel C owner shall reimburse the City of Wyandotte for an amount equal to the taxable value of the property removed from the tax roll, (or portion thereof removed from the tax roll), in the year before it is no longer taxed (the original "Base Value") times twenty (20) mills (the "Annual Amount") for each year remaining up to and including twenty (20) years from the date of closing. The amount payable to the City of Wyandotte will be paid in one lump

County of Wayne)

Notary Public, Wayne County, Michigan

Lawrence S. Stec
City Clerk
City of Wyandotte
3200 Biddle Avenue, Suite 100
Wyandotte, Michigan 48192

**EASEMENT AGREEMENT WITH LEASE COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS EASEMENT AGREEMENT WITH LEASE COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this day 41 of April, 2005, by and between the City of Wyandotte, a Municipal corporation, (the "Parcel A Owner"), and D-M Investments, L.L.C., d/b/a D-M Company, a Limited Liability Company (the "Parcel B Owner" and future owner of "Parcel C").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A" and labeled as the "New City Parcel").
- B. The Parcel B Owner is the owner of that certain real properties situated in the City of Wyandotte, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B" and labeled as the "Daly Merritt Building").
- C. The Parcel C is currently owned by the City of Wyandotte and will be conveyed to D-M Investments when the police station/courthouse building is completely demolished and remediated. Parcel C is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C and labeled as the "New D-M Parcel").
- D. The Parcel A Owner intends to develop Parcel A for use as a Municipal Court and Police Station.
- E. The Parcel B Owner intends to thereafter develop or allow or cause the development of Parcel C in a manner consistent with an "Office Service" use as defined in the City of Wyandotte's Zoning Ordinance.
- F. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain lease covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A, Parcel B and Parcel C and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the parties to this Agreement hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the Lease terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. **Definitions.** For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the owner or owners of Parcel A, Parcel B, and Parcel C and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof. The Parcels shall also be referred to herein as the "Development".
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A, Parcel B and Parcel C that are outside of exterior walls of buildings or other structures located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements. Common Area includes Parking Police Area 1 and Parking Police Area 2 or shared parking and necessary access to and from shared areas. It is understood that the Common Area does not include parking east or north of new police station/courthouse building.
- (e) The term "Shared Parking" shall mean the legal description of Parking Police Area 1 and Parking Police Area 2 shown on Exhibit "B".
- (f) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "A" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only, except for the location of the shared parking area and Parcel A driveway. (The location of Biddle Avenue access driveway is at the City's sole discretion). The Urban Engineering Survey with legal descriptions for the shared parking areas is attached hereto as Exhibit "B" and by reference made a part hereof.

(g) The term "Driveways" shall mean the driveways and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

2. Easements.

2.1 Grant of Easement on the New City Parcel. Subject to any express conditions, limitations or reservations contained herein, the City and all present and future Owners and Permittees of Parcel A do hereby grant:

- (a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed to access both the existing and future parking and pedestrian areas on D-M Company's existing Parcel, as well as the shared parking areas of Parcel A including, without limitation, the Driveways, so as to provide for the passage of motor vehicles and pedestrians between all portions of the shared parking areas of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;
- (b) An easement for the parking by D-M Company and its Permittees of vehicles in the parking areas designated as part of the Shared Parking Areas of the Parcels, as such parking areas are indicated on the Site Plan. Parking shall be for private passenger vehicles only.

2.2 Grant of Easement Through New D-M Parcel. The D-M Company does hereby grant an easement to the City and its employees and permittees through its driveway and parking lot lanes for the sole purpose of accessing the Shared Parking Areas located on City property. It is understood that the location of the D-M Company's driveways and access lanes will be determined by the D-M Company and/or its successors in interest in their sole discretion at some date in the future. The driveway and access lanes currently shown on Exhibit A are nonbinding and are for reference purposes only. This grant of easement will automatically expire if the City conveys the "New City Parcel" to any third party which does not retain the City as a tenant in the building.

2.3 Driveways. The openings and access points contemplated for use of the Shared Parking Areas and its Driveways, are shown on the Site Plan and such openings and access points between the Parcels for use as contemplated pursuant to paragraph 2.1(a) and 2.2 above, shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan unless a changed location of a driveway provides access to the shared parking areas. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 and 2.2 above. Except with respect to the Driveways, each Owner shall be permitted to maintain curbing, landscaping or other like improvements along the boundary line of its Parcel.

2.4 Reasonable Use of Easement.

(a) The easement hereinabove granted shall be used and enjoyed by the D-M Company and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the City's Police and Court facility, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) The easement hereinabove granted shall be used and enjoyed by the City of Wyandotte and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the D-M Company, including without limitation, access to and from said business, and the receipt or delivery of merchandise in connection therewith.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris as is normal for a construction site.

3.2 Shared Parking. In consideration for the payment of \$150,000.00 to be made by the D-M Company or its successor in installments of at least \$3,000 per year in the form of a parking maintenance fee, the City of Wyandotte will at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Shared Parking located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Shared Parking shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing snow, grass cutting and shrubbery trimming, removal of papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Shared Parking in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Shared Parking, the City shall, at its sole cost and expense, with due diligence repair, restore and rebuild such shared parking to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). The easements between the Parcels pursuant to paragraph 2.1 and 2.2 (i) shall not be closed or materially impaired; (ii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so blocked without the express written consent of all Owners (iii) the City's Driveways may be relocated at the City's sole discretion provided access to the shared parking areas is maintained (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel A, the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.3 Driveways. Once built, the respective Owners will maintain at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Driveways located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of driveways shall include the surface of the driveway, removing snow, removal of papers, debris and other refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining marking, directional signs, lines and striping as needed, and performing any and all such other duties as are necessary to maintain such Driveway in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Driveway to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement).

4. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel B or Parcel C.

6. D-M Company agrees with City's current site plan of police station/courthouse including location of gun range and there are no further conditions to be complied with from Paragraph 7 of Purchase Agreement. The City agrees to cooperate with the D-M Company in granting any necessary future approvals of the D-M Company's site plan for the construction of its Office Service Development on Parcel C including a revocable grant of license to increase parking on the south side of Ford Avenue right-of-way, provided the development is consistent with the terms of this Agreement.

7. Remedies and Enforcement

7.1 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, and except as stated below, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. In the event of a nonmonetary breach of this Agreement by D-M Company, the City may not accelerate but, after providing written notice and a 60-day period to remedy, the City may cure and assess all costs against Parcel C. However, in the event of the D-M Company's monetary breach and its failure to cure such breach within sixty (60) days of receiving written notice from the City, the City may accelerate the balance owed on the \$150,000.00 lease payment. In addition, the City may attach the accelerated default balance owed as a lien against the

property known as Parcel C until the default is remedied. During the term of such default, all parking rights will expire, although the perpetual easement providing access to and from Parcels B & C through Parcel A will remain in full force and effect.

8. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be recorded in the office of the Wayne County Register of Deeds. The Commencement Date of the Lease will be the date the D-M Company's development on New Parcel C is open for business. The term of the parking lease shall be for fifty (50) years and will be renewable on identical terms and conditions at the sole discretion of the D-M Company and/or its successors. The perpetual easement providing access to and from Parcels B & C through Parcel A does not expire or terminate for any reason.

9. Miscellaneous.

9.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.2 Amendment

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Register of Deeds of Wayne County, Michigan.

9.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

9.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

9.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives

9.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

9.8 Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

9.9 Time of Essence. Time is of the essence of this Agreement.

9.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery- Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A and Parcel C Owner and the Parcel B Owner are as follows.

Parcel A and

Parcel C Owner:

City of Wyandotte, Office of the City Clerk
3131 Biddle Avenue
Wyandotte, Michigan 48192

With a copy to:

Office of the City Engineer
City of Wyandotte
3131 Biddle Avenue
Wyandotte, Michigan 48192

Parcel B Owner:

Attention: Joseph S. Daly
D-M Investments, L.L.C.
2121 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

With a copy to: Attention: James P. Daly
D-M Investments, LLC
2121 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

9.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9.13 Estoppel Certificates. Each Owner, within thirty (30) business days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

9.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by later, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

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

Parcel A and Parcel C Owner:

City of Wyandotte

By: Leonard Sabuda
Leonard Sabuda
Its: Mayor

By: William Griggs
William Griggs
Its City Clerk

Parcel B Owner:

D-M Investments, L.L.C.
d/b/a D-M Company

By: Joseph P. Daly
Joseph P. Daly
Its: Manager

Witnesses:

Kelly Roberts
KELLY ROBERTS

Witnesses:

Melissa Armatis
MELISSA ARMATIS

State of Michigan)
)ss
 County of Wayne)

The foregoing instrument was acknowledged before me this 4th day of ^{April} ~~March~~, 2005
 by Leonard Sabada and William Grogg, the
Mayor and City Clerk respectively of the City of Wyandotte, on
 behalf of the City.

K. G. Roberts
 Notary Public Wayne County, Michigan

My commission expires: 2/13/12

State of Michigan)
)ss
 County of Wayne)

The foregoing instrument was acknowledged before me this 31st day of March, 2005
 by Joseph S. Daly, Member/Manager of the D-M Investments, L.L.C., d/b/a D-M Company, on
 behalf of said Company.

MELISSA ARMATIS
 Notary Public, Wayne County, MI
 My Commission Expires July 10, 2005

Melissa Armatis
 Notary Public Wayne County, Michigan

My commission expires: July 10, 2005

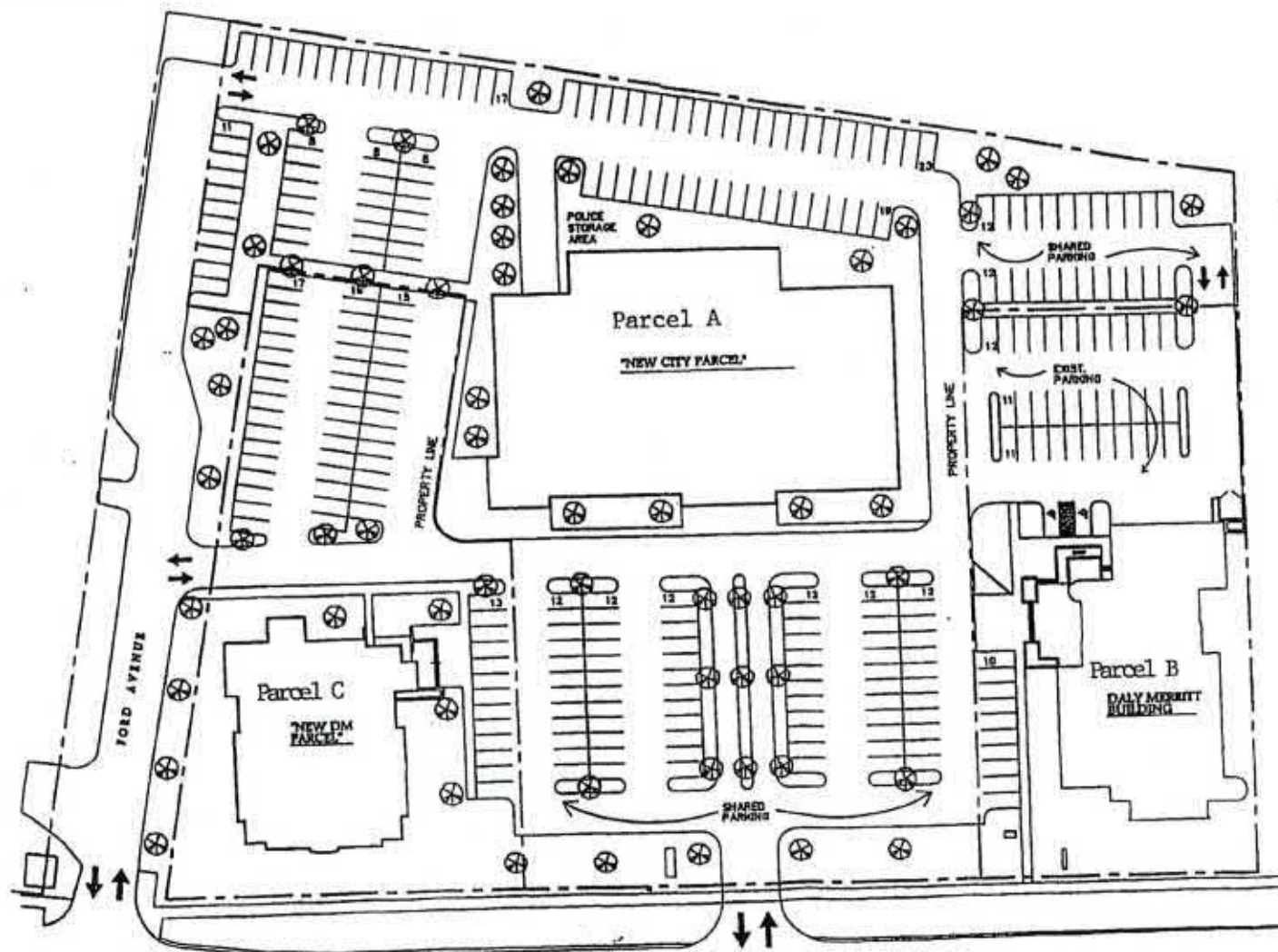
Exhibit "A" - Site Plan, Identifies Parcels A, B and C shows shared Parking Areas
 And Driveways

Exhibit "B" Legal Description and Map of Shared Parking Areas

Instrument Prepared by:
 Joseph S. Daly
 D-M Investments, L.L.C.
 2121 Biddle Avenue, Suite 200
 Wyandotte, Michigan 48192

When recorded return to:
 Joseph S. Daly
 D-M Investments, L.L.C.
 2121 Biddle Avenue, Suite 200
 Wyandotte, Michigan 48192

EXHIBIT A



PARCEL SIZE INFORMATION:

NEW CITY PARCEL	5.248 ACRES (141,476 SF)
DALY MERRITT BUILDING	0.982 ACRES (42,778 SF)
NEW DM PARCEL FUTURE BUILDING	1.128 ACRES (48,149 SF)

SITE PARKING:	REQ'D.	PROVIDED
NEW CITY PARCEL		
TOTAL	151	190
DALY MERRITT BUILDING		
TOTAL	48	48
NEW DM PARCEL FUTURE BUILDING		
TOTAL	60	61



SITE ANALYSIS 'C'

Sarnacki & Associates Architects
+
Wilson Estes Police Architects
Joint Venture

Pa-385

RIDDLE AVENUE

WYANDOTTE POLICE STATION / 27th DISTRICT COURT

2K4-001 MAY 28, 2004

EXHIBIT B

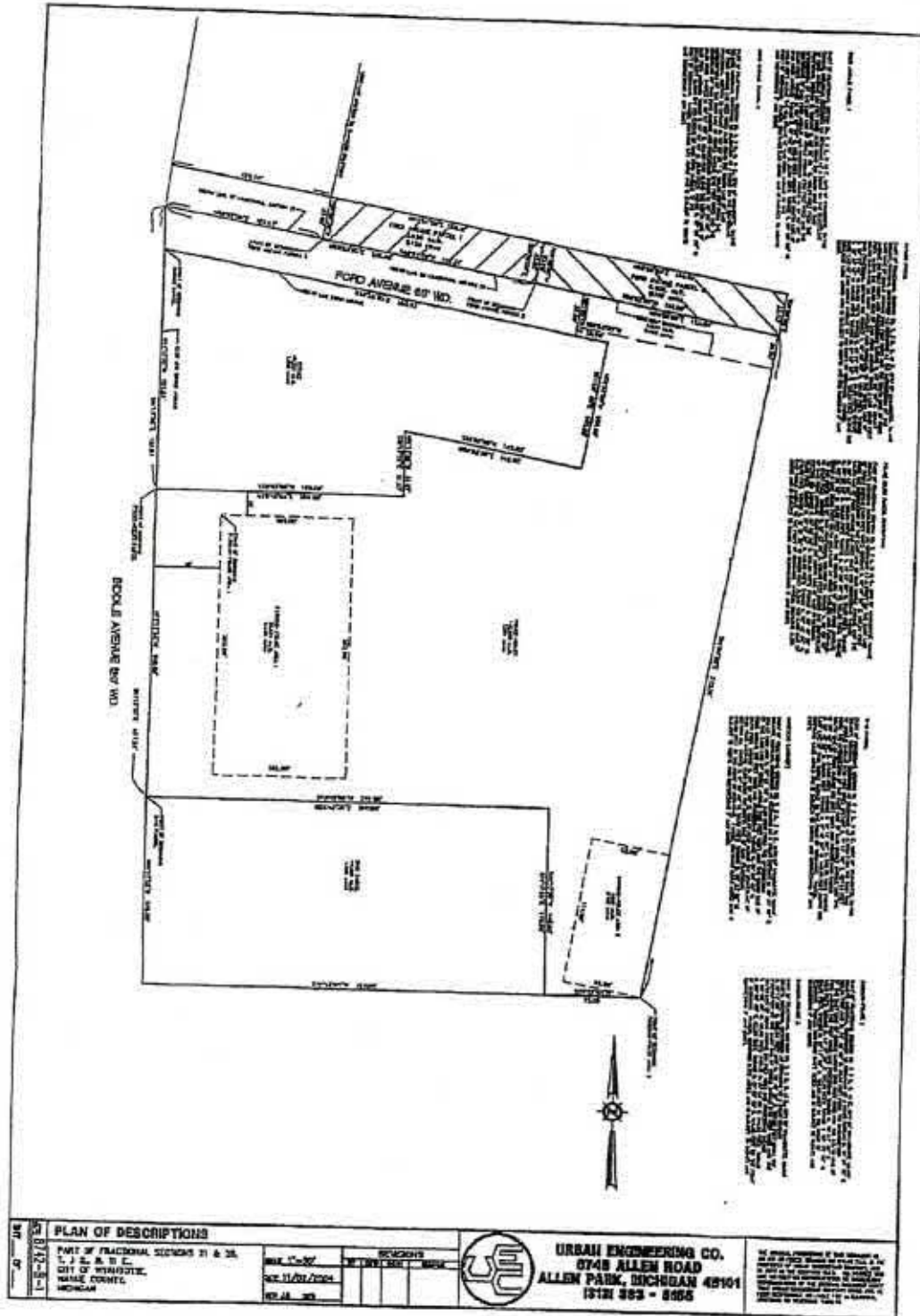


EXHIBIT C

PROPERTY SKETCH

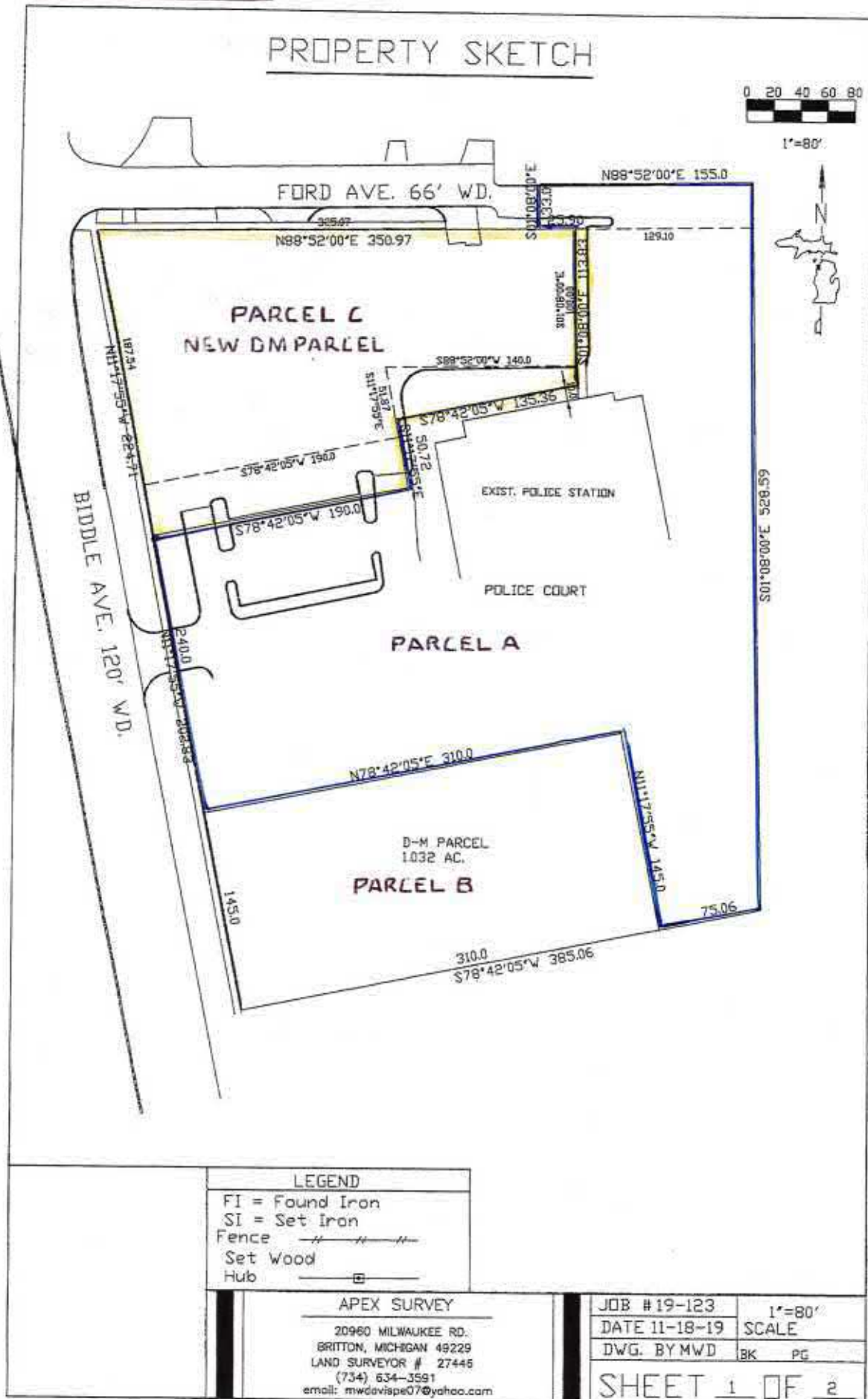


EXHIBIT D

AMENDED LEGAL DESCRIPTION

PARCEL A

Part of Fractional Section 28, T. 3 S., R. 11 E., City of Wyandotte, Wayne County, described as beginning at a point on the East Line of Biddle Avenue, 120 feet wide, distant S 11° 17' 55" E, 224.71 feet from the intersection of the East Line of Biddle Avenue and the South Line of Ford Avenue, 66 feet wide, thence N 78° 42' 05" E, 190.00 feet; thence N 11° 17' 55" W 50.72 feet; thence N 78° 42' 05" E, 135.36 feet; thence N 01° 08' 00" W, 113.83 feet; thence S 88° 52' 00" W along the South Line of said Ford Avenue, 25.90 feet, being a line 33.00 feet South (measured at right angles) and parallel to the North Line of Fractional Section 28; thence N 01° 08' 00" W, 33.00 feet; thence N 88° 52' 00" E, 155.00 feet along the centerline of said Ford Avenue, also being the North Line of Fractional Section 28; thence S 01° 08' 00" E, 528.59 feet, thence S 78° 42' 05" W, 75.06 feet; thence N 11° 17' 55" W, 145.00 feet; thence S 78° 42' 05" W, 310.00 feet; thence N 11° 17' 55" W, along the East Line of said Biddle Avenue, 240.00 feet to the Point of Beginning.

PARCEL C

Part of Fractional Section 28, T 3 S., R 11 E., City of Wyandotte, Wayne County, described as beginning at the intersection of the East Line of Biddle Avenue, 120 feet wide, and the South Line of Ford Avenue, 66 feet wide, thence N 88° 52' 00" E, along the South Line of said Ford Avenue, 350.97 feet, being a line 33.00 South (measured at right angles) and parallel to the North Line of said Fractional Section 28, thence S 01° 08' 00" E, 113.83 feet, thence S 78° 42' 05" W, 135.36 feet; thence S 11° 17' 55" E, 50.72 feet; thence S 78° 42' 05" W, 190.00 feet; thence N 11° 17' 55" W, along the East Line of said Biddle Avenue, 224.71 feet to the Point of Beginning.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 11/21/2022

AGENDA ITEM # 4

ITEM: Rezoning of the property at 3869-3901 Fort Street

PRESENTER: Stan Pasko, Chairperson Planning Commission

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: A request to rezone the property known as 3869-3901 Fort Street (LOTS 24-25-26-27-28 ALSO THE N 57 FT OF LOT 29 EXC THE WLY 194 FT OF LOTS 24-25 AND N 14 FT OF LOT 26 JOHN M. WELCH'S NURSERY PARK ADD'N) was referred to the Planning Commission for the required public hearing.

The hearing was held on October 20, 2022, and the Planning Commission recommended that said property be approved for rezoning to Plan Development District (PD). See attached Minutes and Resolution.

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

ACTION REQUESTED: Concur with the recommendation of the Planning Commission to approve the rezoning of the property at 3869-3901 Fort Street to PD - Planned Development.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform applicant of decision by City Council and revise the zoning map accordingly.

LIST OF ATTACHMENTS:

1. 3869-3901 Fort Rezoning

RESOLUTION

Item Number: #4
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED that the communication from the Planning Commission regarding the rezoning of the property known as 3869-3901 Fort Street, Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council approves the rezoning of property known as 3869-3901 fort Street, Wyandotte (LOTS 24-25-26-27-28 ALSO THE N 57 FT OF LOT 29 EXC THE WLY 194 FT OF LOTS 24-25 AND N 14 FT OF LOT 26 JOHN M. WELCH'S NURSERY PARK ADD'N) to Plan Development District (PD).

NOW THEREFORE BE IT RESOLVED that this request be referred to the Department of Legal Affairs to prepare the proper Ordinance.

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	_____

RESOLUTION

Planning Commission Wyandotte, Michigan

Date: October 20, 2022

PUBLIC HEARING #09122022 – – Request of Wyandotte Crossings, LLC, Owner and Appellant, to rezone the property at 3869-3901 Fort Street, Wyandotte, Michigan

WHEREAS, the Planning Commission reviewed the request of Wyandotte Crossings, LLC to rezone the property at 3869-3901 Fort Street, Wyandotte, Michigan described as LOTS 24-25-26-27-28 ALSO THE N 57 FT OF LOT 29 EXC THE WLY 194 FT OF LOTS 24-25 AND N 14 FT OF LOT 26 JOHN M. WELCH'S NURSERY PARK ADD'N; AND

BE IT RESOLVED that the Commission recommends to the City Council that the property known as 3869-3901 Fort Street, Wyandotte, be **approved** for rezoning to Plan Development District (PD).

I move the adoption of the foregoing resolution.

Motion By Commissioner DURAN

Supported by Commissioner SARNACKI

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
X	Duran	
X	Jalbert	
	Kelly (Absent)	
	Kowalewski (Absent)	
X	Lupo	
	Pasko (Absent)	
X	Sarnacki	
	Schultz (Absent)	
X	Williams	

MOTION PASSED

Public Hearing #09122022

Vice-Chairperson Lupo opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Ferris Atty, Wyandotte Crossings, LLC, owner present.

Mr. Atty indicated that they are looking to rezone the property for more flexibility to advertise the property. Mr. Atty further indicated that they have owned the property for 3 years and have not been successful in getting any tenants.

Vice-Chairperson Lupo asked if they would be rental units.

Mr. Atty indicated yes, for business.

Catherine Tuxbury, 4024 23rd Street, Wyandotte. Ms. Tuxbury stated that they are asking for flexibility, but what exactly are they going to put in there, have they looked at how it will affect the residential properties adjacent to the property that is rezoned.

Mr. Atty stated at this time, they have no tenants in mind. Mr. Atty continued that they are planning to build outbuildings closer to Fort Street and that will make the existing building more attractive. Mr. Atty stated that they will keep in mind the neighborhoods when looking at tenants for the space.

Commissioner Williams asked if the existing building will be staying.

Mr. Atty stated yes, they feel that keeping that building and constructing outbuildings will help will attract a tenant in existing building.

Commissioner Williams asked about the inside storage that was shown on the concept drawings submitted.

Mr. Atty stated Safe Spot Storage is his company and it might go in at that location sometime in the future.

Ms. Tuxbury asked if the residents would get another notice when they have a tenant.

Commissioner Sarnacki indicated that as of now they are just asking for rezoning, they are not asking for approval of any uses. Commissioner Sarnacki further indicated that when they have a tenant the neighbors will be notified.

Ms. Tuxbury asked what is the difference of PD and business.

Commissioner Duran indicated that changing the zoning to PD will allow the city and neighborhood input. Commissioner Duran further indicated that if it stays business anything allowed in business district could go in there without any input of the residents or the city.

Ms. Linda Dinard, 4014 23rd Street, stated that she is concerned with the property values going down if a strip mall is constructed and she would like to see that the residents are considered.

Mr. Atty stated that their plan is not to affect the neighborhood in any way.

Ms. Dinard stated that a lot needs to be considered before rezoning the property.

Commissioner Duran stated that the Commission is just considering rezoning the property, not the uses.

Ms. Dinard asked why rezone if they have a plan already.

Commissioner Sarnacki indicated that they do not have a plan. Commissioner Sarnacki stated that when they do have a plan and/or tenant they will come back to the Commissioner for approval.

Ms. Dinard stated that the property has been in bad shape for years and has not been taken care of.

Mr. Atty stated that they purchased the property 3 years ago and they are having a problem securing a tenant that is why they are looking for the property to be rezoned.

Ms. Dinard stated that she is concerned on how this will affect property values, traffic in the area (23rd Street is already busy) and stated that there are a lot of children in the area.

Mr. Rakoczy, 3922 22nd Street stated that he lives behind the building and would like to see something be done with the alley and the sewers both need to be replaced.

Mr. Rakoczy stated further that he is concerned with the rezoning to add more flexibility to improve what on the property and that he did not understand construction of outbuildings on the site.

Commissioner Duran stated that their concept is to build two (2) building closer to Fort Street. Commissioner Duran stated further that tonight the Commission is just considering the rezoning of the property.

Mr. Rakoczy stated further that he feels there are 3 issues that need to be looked at; alley and sewer behind the building need to be fixed; lighting needs to be looked at, it currently shines into the neighbors back yards; some type of solid fence needs to be constructed the length of the property.

Mr. Atty stated that he wants to work with the residents and the city and when they have a tenant these items can be resolved.

Mr. Daly stated that when he developed the property on Eureka and Fort Street, it is zoned PD and they held public hearings and he worked with the City and the residents as to where the entrances would be located, requirement of a brick wall, and landscaping so the project was not intrusive to the neighborhood on 23rd Street.

Mr. Daly stated further that he knows of Mr. Atty and investors are not investing money on properties on Fort Street and that rezoning the property to PD will be the best for the city and the residents.

There being no further discussion, the hearing was closed.

No communications were received regarding this request.

Public Hearing #09202022 Request of Iven Sharrak, Owner and Appellant, has applied for Stage I Site Plan review for a new gas station and convenience store at 2000 Biddle Avenue, Wyandotte, Michigan.

Vice-Chairperson Lupo opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Jason Fleis, The Umlor Group, Architect, representing the owner.

Mr. Fleis indicated that the proposed plan is in compliance of the zoning ordinance.

Mr. Fleis did a presentation of the proposed new building and site.

Oct 20, 2022



Residential: \$200.00
Commercial: \$300.00
Plan Development \$1,000.00

CITY OF WYANDOTTE
3200 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551

APPLICATION FOR REZONING

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at 3897 Fort St between Grove
STREET ADDRESS STREET
and Eureka on the East side of the street, and is known as lot(s) number
STREET N-S-E-W
24-28 of John M Welch Nursey Park Subdivision,
Lot Size 4.5 acres

The property is owned by:

Name Wyandotte Crossings, LLC Street Address 21980 Sibley Rd
City Brownstown State MI Zip 48193
Phone # 734-341-4873

PRESENT ZONING: B2 General Business REQUESTED ZONING: (PD) Planned Development

It is proposed that the property will be put to the following use: Convert rear building into climate controlled storage, and construct 2 new retail buildings with drive-thru's.

****REQUIRED FOR P-1 or RM-1A****

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

****OPTIONAL****

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

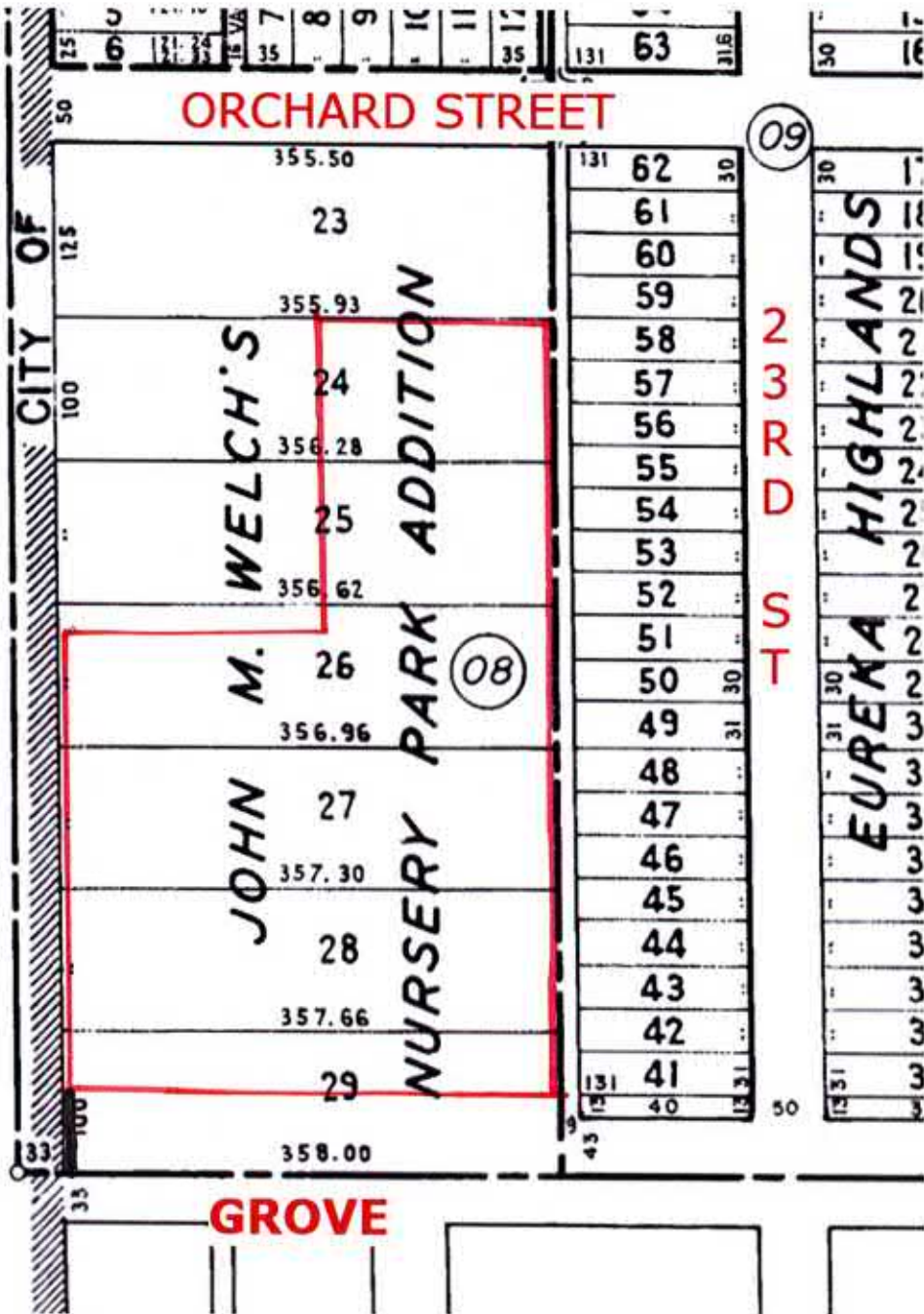
Signature of Applicant: [Signature] Address: 21980 Sibley Rd,
Brownstown, MI 48193

***** OFFICE USE ONLY *****

Receipt # 50387 Date: 9/1/22

Engineer's Signature _____

**F
O
R
T
S**



LOTS 24-25-26-27-28 ALSO THE N 57 FT OF LOT 29 EXC THE WLY 194 FT OF LOTS 24-25 AND N 14 FT OF LOT 26 JOHN M. WELCH'S NURSERY PARK ADD'N 3869-3901 Fort











SAFE SPOT
SELF STORAGE
CLIMATE CONTROLLED

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 11/21/2022

AGENDA ITEM # 5

ITEM: PD Planned Development Application for 2000 Biddle Avenue

PRESENTER: Stanley Pasko, Chairperson Planning Commission
Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: City Council referred the PD Application for the property known as 2000 Biddle Avenue, Wyandotte to the Planning Commission for the public hearing for review of the Phase I Site Plan as submitted by Iven Sharrak, owner. Mr. Sharrak is proposing to demolish the existing gas station and construct a new gas station with a convenience store.

The Planning Commission held a public hearing on October 20, 2022. Attached are the minutes from the hearing and the adopted resolution. The Commission recommends that the Phase I Preliminary Site Plan be approved.

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

ACTION REQUESTED: Concur with the recommendation of the Planning Commission and approve the Phase I Preliminary Site Plan for the project at 2000 Biddle Avenue.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform the Applicant of the decision by the City Council.

LIST OF ATTACHMENTS:

1. 2000 Biddle Phase I Approval

RESOLUTION

Item Number: #5
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED that the communication from the Planning Commission regarding the Phase I Preliminary Site Plan for the project at 2000 Biddle Avenue, Wyandotte is hereby received and placed on file; AND

BE IT RESOLVED that Council concurs with the recommendation of the Planning Commission and approves the Phase I Preliminary Site Plan with the following to be incorporated into the final plan:

Ground Sign is required.

Additional trash receptacles are required in the outdoor seating area.

AND BE IT FURTHER RESOLVED, that Council approves the 27 parking spaces, which include 8 parking spaces at the pumps.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

Alderman

Calvin

Cryane

Hanna

Shuryan

Stec

NAYS

RESOLUTION

Planning Commission Wyandotte, Michigan

October 20, 2022

WHEREAS, the Planning Commission received a request from Iven Sharrak, Owner and Appellant for Phase I Preliminary Site Plan review for the property at 2000 Biddle Avenue, Wyandotte to be used as a gas station and convenience store in a Plan Development District (PD); AND

WHEREAS, the Planning Commission held the required public hearing on October 20, 2022, where comments were heard and made part of the file;

WHEREAS, the preliminary site plan generally meets the criteria of the City of Wyandotte's Zoning Map in terms of the Planned Development District in that the PD District reflects the Master Plan which designates said area for business; and

NOW THEREFORE, BE IT RESOLVED that the Commission recommends to the City Council that the Stage I preliminary site plan for the project at 2000 Biddle Avenue be **APPROVED** subject to the revisions, requirements and the provisions as follows:

- A ground sign is required.
- Additional trash receptacles are required in the outdoor seating area.
- 27 parking spaces are approved which includes the 8 spaces at the pumps.

I move the adoption of the foregoing resolution.

Motion By Commissioner SARNACKI

Supported by Commissioner WILLIAMS

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
X	Duran	
X	Jalbert	
	Kelly (Absent)	
	Kowalewski (Absent)	
X	Lupo	
	Pasko (Absent)	
X	Sarnacki	
	Schultz (Absent)	
X	Williams	

MOTION PASSED

Ms. Dinard asked why rezone if they have a plan already.

Commissioner Sarnacki indicated that they do not have a plan. Commissioner Sarnacki stated that when they do have a plan and/or tenant they will come back to the Commissioner for approval.

Ms. Dinard stated that the property has been in bad shape for years and has not been taken care of.

Mr. Atty stated that they purchased the property 3 years ago and they are having a problem securing a tenant that is why they are looking for the property to be rezoned.

Ms. Dinard stated that she is concerned on how this will affect property values, traffic in the area (23rd Street is already busy) and stated that there are a lot of children in the area.

Mr. Rakoczy, 3922 22nd Street stated that he lives behind the building and would like to see something be done with the alley and the sewers both need to be replaced.

Mr. Rakoczy stated further that he is concerned with the rezoning to add more flexibility to improve what on the property and that he did not understand construction of outbuildings on the site.

Commissioner Duran stated that their concept is to build two (2) building closer to Fort Street. Commissioner Duran stated further that tonight the Commission is just considering the rezoning of the property.

Mr. Rakoczy stated further that he feels there are 3 issues that need to be looked at; alley and sewer behind the building need to be fixed; lighting needs to be looked at, it currently shines into the neighbors back yards; some type of solid fence needs to be constructed the length of the property.

Mr. Atty stated that he wants to work with the residents and the city and when they have a tenant these items can be resolved.

Mr. Daly stated that when he developed the property on Eureka and Fort Street, it is zoned PD and they held public hearings and he worked with the City and the residents as to where the entrances would be located, requirement of a brick wall, and landscaping so the project was not intrusive to the neighborhood on 23rd Street.

Mr. Daly stated further that he knows of Mr. Atty and investors are not investing money on properties on Fort Street and that rezoning the property to PD will be the best for the city and the residents.

There being no further discussion, the hearing was closed.

No communications were received regarding this request.

Public Hearing #09202022 Request of Iven Sharrak, Owner and Appellant, has applied for Stage I Site Plan review for a new gas station and convenience store at 2000 Biddle Avenue, Wyandotte, Michigan.

Vice-Chairperson Lupo opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Jason Fleis, The Umlor Group, Architect, representing the owner.

Mr. Fleis indicated that the proposed plan is in compliance of the zoning ordinance.

Mr. Fleis did a presentation of the proposed new building and site.

Vice-Chairperson Lupo asked about the sign and how it was going to be improved.

Mr. Fleis indicated that at this point they had not considered the sign, but they would consider whatever the commission wanted.

Iven Sharrak, owner present. Mr. Sharrak stated that they would not be opposed to a ground sign.

Mr. Mayhew indicated that a ground sign would be required and there is enough room as to not hinder the sight of drivers on Ford Avenue or Biddle Avenue.

Mr. Fleis indicated that he feels there is no parking deficiency. Mr. Fleis continued to state that other projects that he has done required 18 parking spaces, because 90 percent of customers will be parking at the pumps and go to the store and 10 percent of customers are pedestrians. Mr. Fleis further requested that the commission approve the 27 parking spaces on the site which includes 8 at the pumps.

Commissioner Duran indicated that the commission does have the authority to approve the 27 parking spots.

There being no further discussion, the hearing was closed.

No communications were received regarding this request.

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore H. Galeski
CITY ASSESSOR



GREGORY J. MAYHEW, P.E.
CITY ENGINEER

MAYOR
Robert A. DeSana

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

October 4, 2022

Stan Pasko, Chairperson
Planning Commission
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

RE: 2000 Biddle Avenue
Wyandotte, Michigan

Dear Chairperson Pasko:

The Department of Engineering and Building has reviewed the plans for the proposed redevelopment of the gas station at 2000 Biddle Avenue. The following items are in conflict with the City of Wyandotte's Zoning Ordinance and need to be addressed:

1. Section 190.324(R)(1) Parking Requirements for gasoline service stations (self-serve):
 - One (1) parking space for each gas pump.
 - One (1) parking space for each employee.
 - When convenience store merchandise is provided additional parking of not less than the requirement for a retail use is required which is one (1) space per 150 square feet of usable floor area.

Eight (8) gas pumps require eight (8) parking spaces.

One (1) employee requires one (1) parking space.

The convenience store merchandise area is approximately 4,157.27 sq.ft./150 sq.ft. and requires 28 parking spaces.

There is a total of 37 spaces required. 19 spaces are provided excluding the eight (8) spots at the pump. The Zoning Ordinance does not recognize the pump spots as parking spaces for the convenience store. The Applicant indicates 27 spaces provided by counting the eight (8) spaces at the pumps.

2. There is no restaurant, per Section 190.307.S(4) an outdoor café must be part of a licensed restaurant.
3. The proposed setbacks for the building are in compliance of the Zoning Ordinance.

RE: 2000 Biddle Avenue
Wyandotte, Michigan

4. Plans are preliminary only for architectural review, a full set of sealed plans will be required for issuance of a Building Permit.
5. The sanitary sewer service for this building, may extend out the rear of the existing building and maybe of clay crock material. The new building will be required to install a pvc sanitary sewer service, abandoning the clay crock sewer service.
6. Planning Commission approval is required for architectural review of building.

If you have any questions, feel free to contact the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Gregory J. Mayhew". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gregory J. Mayhew
City Engineer

FEES

Preliminary PD Review \$400.00

Final PD Review \$300.00

PD PLANNED DEVELOPMENT DISTRICT
CITY OF WYANDOTTE
APPLICATION FOR APPROVAL

NOTE TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Thursday before 12:00 p.m. to be placed on the Council Agenda the following Monday. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, proper site plan and required attachments are included.

The Honorable Mayor and City Council Members:

I (We), the undersigned, hereby petition the City Council to approve the Stage I Preliminary Site Plan or Final Site Plan as hereinafter required, and in support of this Application, the following facts are shown:

The property is located at 2000 Biddle Ave., Wyandotte, MI 48192 between Ford Ave.
(street address) (street)
and Spruce St. on the W side of the street, and is known as Lot (s) Lot 9 except
(street address) N-S-E-W
S. 2.50', also Lots 10 & 11 of Wyandotte Plat No. 1 T3S R11E L65 P27 WRC, Subdivision,
front footage of 176' (Biddle) feet and a depth of Var 160-233' feet.

The property is owned by: IVEN SHARRAK Street Address _____
(Name)
City WALLED LAKE State MI Zip 48390 Phone No. _____ Fax No. _____

MASTER PLAN – ORIGINAL LAND USE:

General Commercial

It is proposed that the property will be put to the following use:

Retail gas station and convenience store.

Attached hereto are three (3) prints of a site plan showing the lots or parcel under petition, and are drawn to scale

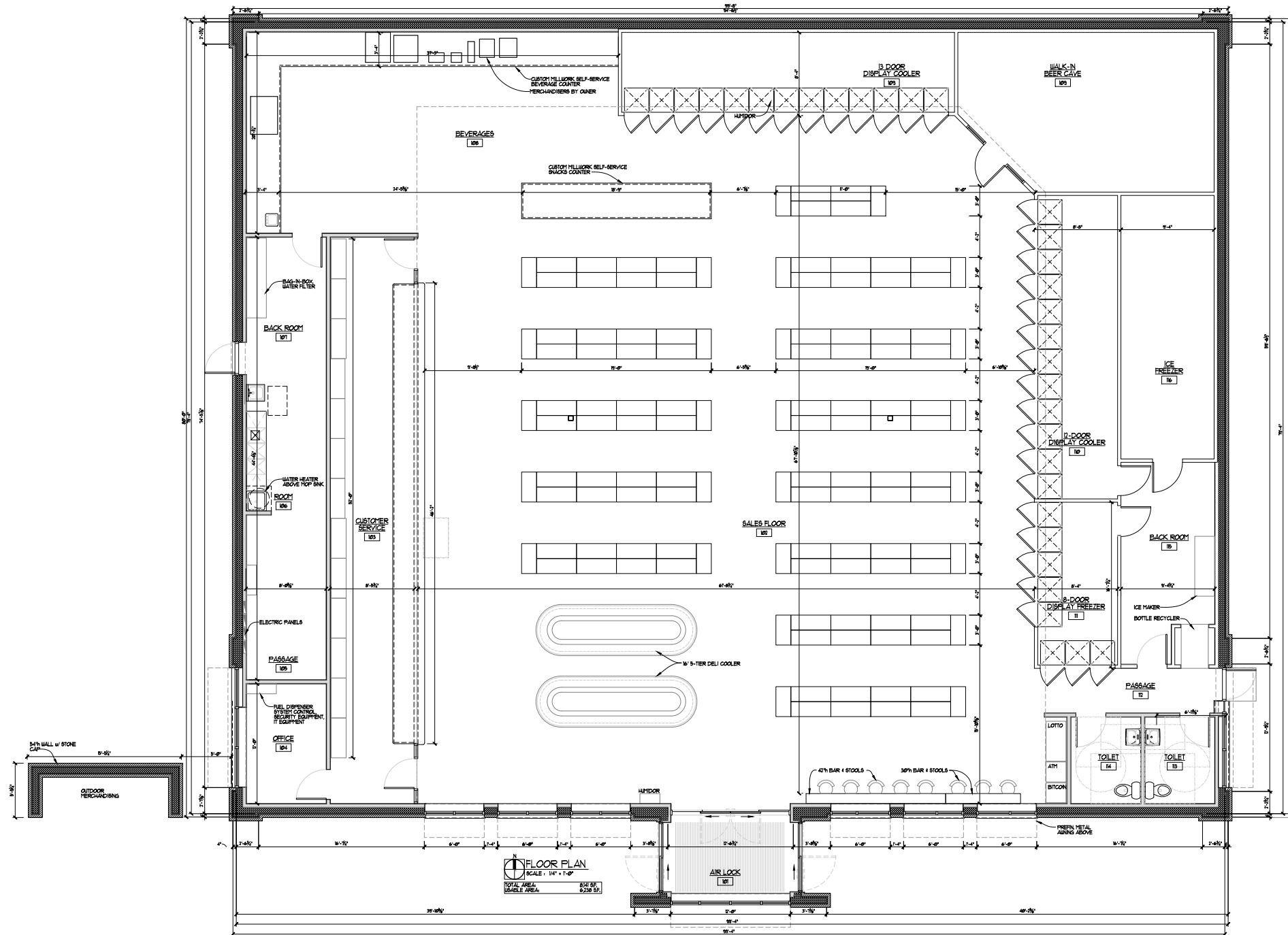
We attach a statement hereto indicating why, in our opinion, the development requested is necessary for the preservation and enjoyment of substantial property rights, and why such development will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: [Signature] Print Name IVEN SHARRAK

Address _____ City: WALLED LAKE State MI Zip 48390 Phone No. _____

Receipt No. 50395 Date Received: 9/20/22

Engineer's Signature: [Signature]



Copyright 2021 - JSK DESIGN GROUP LLC

JSK Design
ARCHITECTURAL
ENGINEERING

31333 Southfield Road
Suite 250
Beverly Hills, MI 48025
PH 248.600.8707
F 248.594.5919

CONSULTANTS:

PROJECT:
**WOW! TRENTON
FUEL STATION**

N. FORT STREET
TRENTON, MI
48183

CLIENT:
**S & S FUEL
VENTURES, LLC**
670 N. PONTIAC TRAIL
WALLED LAKE, MI
48390

NO.	DESCRIPTION	DATE
1	CLIENT REVIEW	8-3-22
2	CLIENT REVIEW	8-2-21

SEAL:

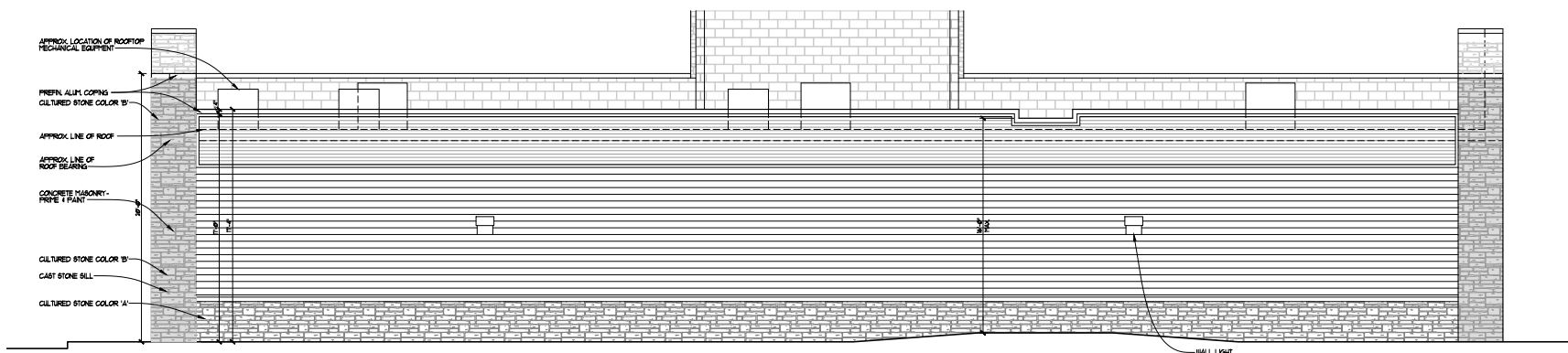
SHEET TITLE:
FLOOR PLAN

PROJECT NUMBER:
CD21-108

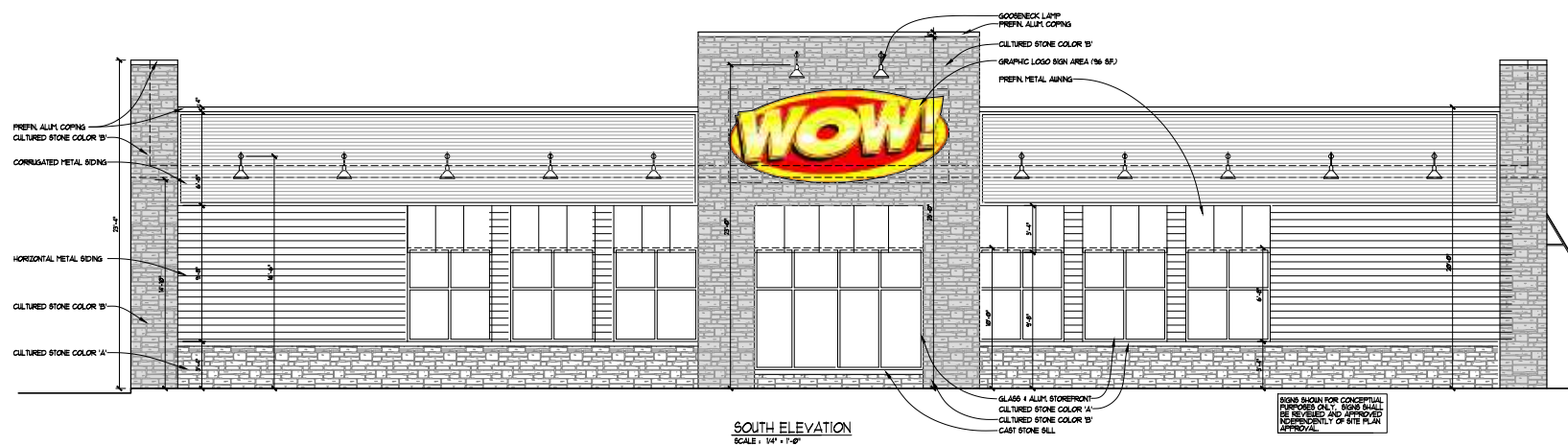
DRAWN BY:
NK

CHECKED BY:
NK

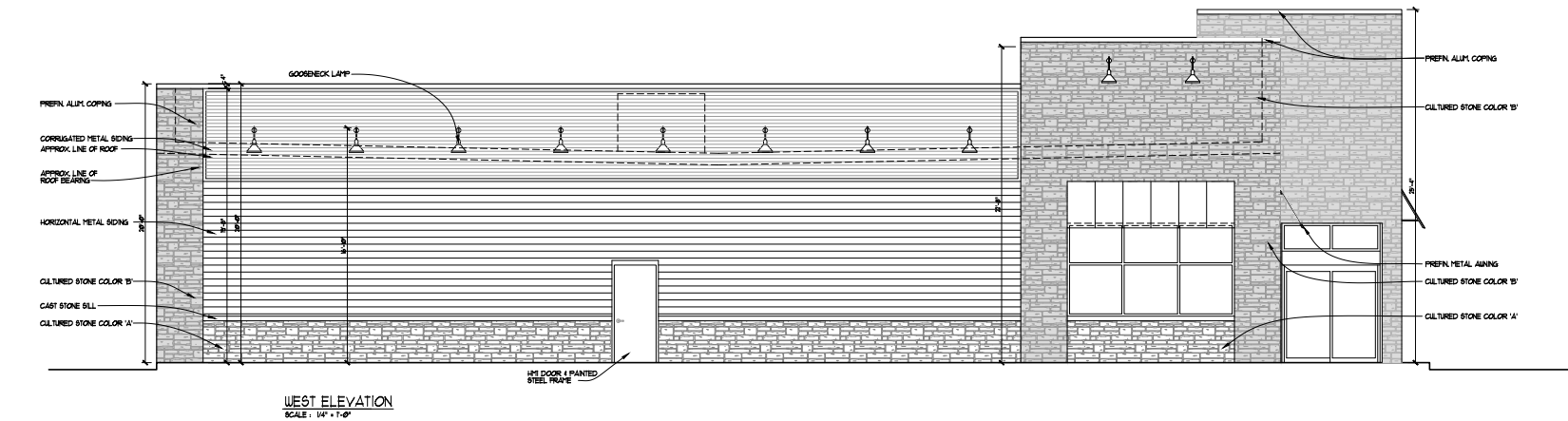
SHEET NUMBER:
A-1



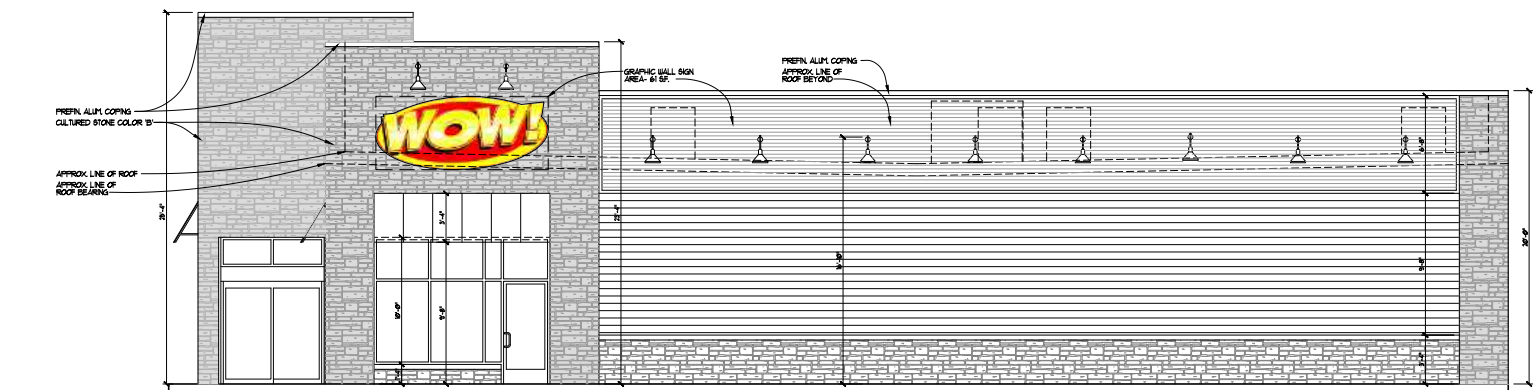
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"

LEGEND		LEGEND	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
EX. SPOT ELEVATION	EX. SPOT ELEVATION	EX. PUBLIC LIGHTING MH	EX. PUBLIC LIGHTING MH
EX. & SITCH	EX. & SITCH	EX. STEAM MANHOLE	EX. STEAM MANHOLE
EX. WATER MAIN	EX. WATER MAIN	EX. UNDERGROUND UNDERGROUND	EX. UNDERGROUND UNDERGROUND
EX. WATER METER	EX. WATER METER	EX. OVERHEAD ELECTRIC	EX. OVERHEAD ELECTRIC
EX. WATER VALVE	EX. WATER VALVE	EX. UNDERGROUND CABLE	EX. UNDERGROUND CABLE
EX. HYDRANT	EX. HYDRANT	EX. COMMUNICATION RISER	EX. COMMUNICATION RISER
EX. WATER MANHOLE	EX. WATER MANHOLE	EX. COMMUNICATION HANDHOLE	EX. COMMUNICATION HANDHOLE
EX. FRESHWATER WELL	EX. FRESHWATER WELL	EX. UTILITY POLE	EX. UTILITY POLE
EX. GATE VALVE IN WELL	EX. GATE VALVE IN WELL	EX. GUY ANDROCK	EX. GUY ANDROCK
EX. STORM SEWER	EX. STORM SEWER	EX. LIGHT POLE	EX. LIGHT POLE
EX. STORM INLET/CATCH BASIN	EX. STORM INLET/CATCH BASIN	EX. SIGN	EX. SIGN
EX. STORM MANHOLE	EX. STORM MANHOLE	EX. MAILBOX	EX. MAILBOX
EX. ROUND STORM CATCH BASIN	EX. ROUND STORM CATCH BASIN	EX. FLAGPOLE	EX. FLAGPOLE
EX. STORM END SECTION	EX. STORM END SECTION	EX. UNKNOWN MANHOLE	EX. UNKNOWN MANHOLE
EX. STORM CULVERT	EX. STORM CULVERT	EX. SECTION LINE	EX. SECTION LINE
EX. SANITARY SEWER	EX. SANITARY SEWER	EX. PARCELS	EX. PARCELS
EX. COMBINED SEWER	EX. COMBINED SEWER	EX. EASEMENT	EX. EASEMENT
EX. COMBINED MANHOLE	EX. COMBINED MANHOLE	EX. CENTERLINE	EX. CENTERLINE
EX. CLEAN OUT	EX. CLEAN OUT	EX. METLAND LIMITS	EX. METLAND LIMITS
EX. SANITARY MANHOLE	EX. SANITARY MANHOLE	EX. CURB/PAVEMENT	EX. CURB/PAVEMENT
EX. UNDERGROUND GAS	EX. UNDERGROUND GAS	EX. FENCE	EX. FENCE
EX. GAS VALVE	EX. GAS VALVE	EX. GUARDRAIL	EX. GUARDRAIL
EX. GAS METER	EX. GAS METER	FOUND IRON	FOUND IRON
EX. GAS MANHOLE	EX. GAS MANHOLE	FOUND PK NAIL	FOUND PK NAIL
EX. UNDERGROUND TELEPHONE	EX. UNDERGROUND TELEPHONE	FOUND CONC. MONUMENT	FOUND CONC. MONUMENT
EX. TELEPHONE MANHOLE	EX. TELEPHONE MANHOLE	SET IRON ROD	SET IRON ROD
EX. TELEPHONE RISER	EX. TELEPHONE RISER	SECTION CORNER	SECTION CORNER
EX. UNDERGROUND ELECTRIC	EX. UNDERGROUND ELECTRIC	POST	POST
EX. ELECTRIC RISER	EX. ELECTRIC RISER	ROLLARD	ROLLARD
EX. ELECTRIC TRANSFORMER	EX. ELECTRIC TRANSFORMER	RECORDED BEARING	RECORDED BEARING
EX. ELECTRIC METER	EX. ELECTRIC METER	EX. TREE (CIRCULOUS/CONFER)	EX. TREE (CIRCULOUS/CONFER)
EX. AIR CONDITIONER	EX. AIR CONDITIONER	EX. TREELINE	EX. TREELINE
EX. WATER MARKER	EX. WATER MARKER	EX. ASPHALT	EX. ASPHALT
EX. GAS MARKER	EX. GAS MARKER	EX. CONCRETE	EX. CONCRETE
EX. TELL MARKER	EX. TELL MARKER	EX. GRAVEL	EX. GRAVEL
EX. SAN. MARKER	EX. SAN. MARKER		

LEGAL DESCRIPTION (BY OTHERS)

00405.10 00405.11 LOT 9 EXCEPT 2.50 FT THEREOF ALSO LOTS 10 AND 11 ASSESSOR'S WYANDOTTE PLAT NO. 1 135 R1E L6S P27 W/2

ZONE, PD - PLAN DEVELOPMENT AREA

BENCHMARKS

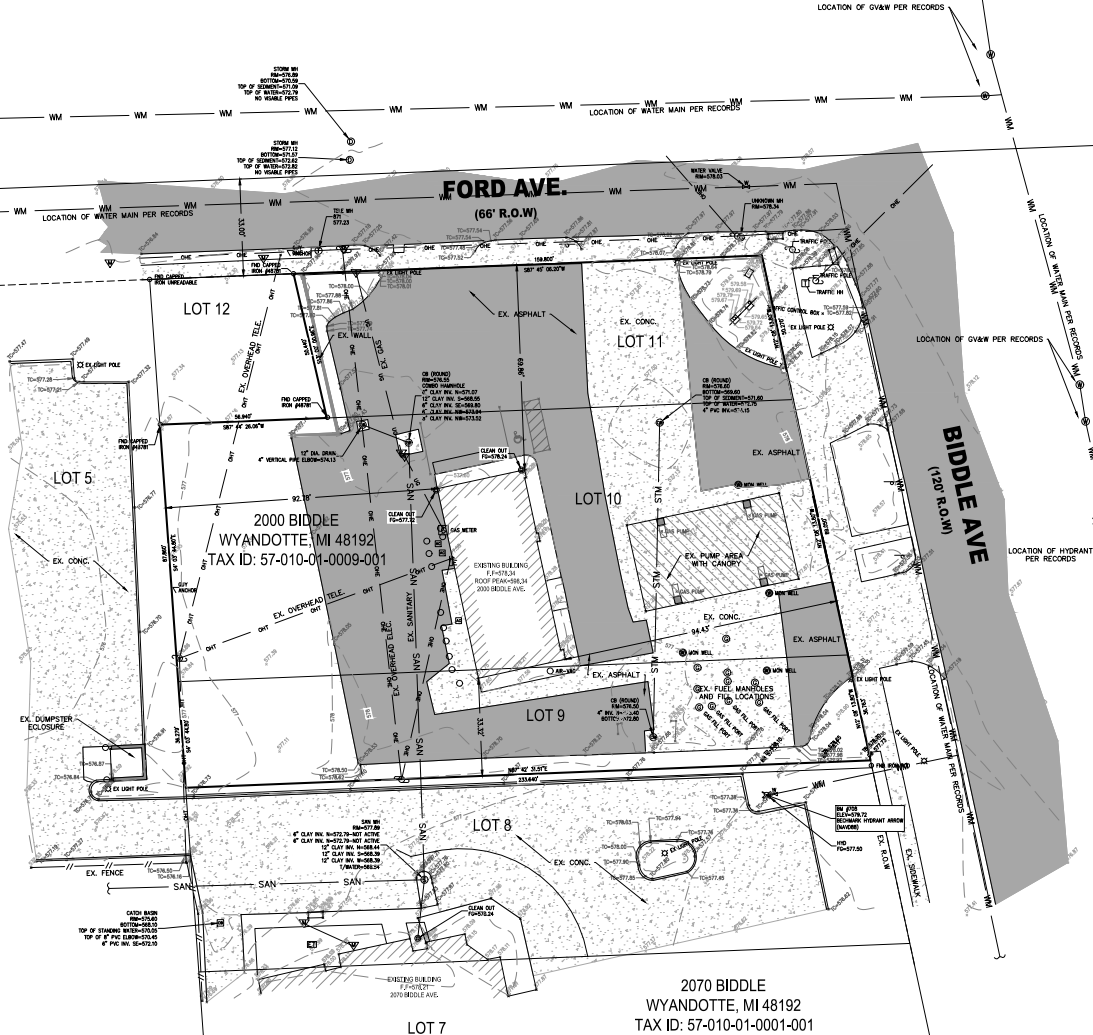
QUAD. BE. DATUM.
BENCHMARK SET ON HYDRANT ARROW
ELEV. 4579.72

WETLAND/FLOODPLAIN INFORMATION

NO WETLANDS OBSERVED ON SUBJECT PARCEL. A WETLAND Delineation WAS NOT CONDUCTED AS PART OF THE SURVEY.

FEMA MAP 8081630400F, DATED OCTOBER 21, 2021 INDICATES "ZONE X" FLOOD ZONE AREA OF LESS THAN 1% CHANCE OF FLOOD HAZARD LOCATED ON SUBJECT PARCEL.

2070 BIDDLE
WYANDOTTE, MI 48192
TAX ID: 57-010-01-0001-001



These documents are instruments of service in support of the Project and are the property of The Umlor Group (UG) for the specific project identified. They are to be used only for the project and are not to be reproduced, stored, or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system. The Umlor Group (UG) is not responsible for any damage or injury to persons or property caused by the use of these documents. The Umlor Group (UG) is not responsible for any damage or injury to persons or property caused by the use of these documents.

The Umlor Group
LAND DEVELOPMENT SERVICES
1987 WEST ROAD WINONN, MI 48399
TEL: 313.726.7200 • FAX: 313.726.4307

SECTION 28
TOWN 3 SOUTH, RANGE 11 E
CITY OF WYANDOTTE
WAYNE COUNTY

DATE: 2/7/22
REVISIONS:
WOW GAS
IYEN SHARRAK
CITY OF WYANDOTTE
TOPO SURVEY

DRAWN BY: MD
CHECKED BY: ROM
SCALE: 0 10 20
SHEET NO: 220105
SHEET 1 OF 1

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 11/21/2022

AGENDA ITEM # 6

ITEM: Phase II Final Site Plan Review for the Former 2533 - 2557 Biddle Avenue

PRESENTER: Stanley Pasko, Chairperson Planning Commission
Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: At the October 20, 2022, the Planning Commission reviewed the Phase II Final Plan for the proposed project at the former 2533-2557 Biddle Avenue as requested by Mr. Mike Kassem, applicant. Mr. Kassem is proposing to construct six (6) condominium units. The Commission recommends that the Phase II Final Site Plan be approved.

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

ACTION REQUESTED: Concur with the recommendation of the Planning Commission and approve the Phase II Final Site Plan for the project at Former 2533 - 2557 Biddle Avenue.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform the applicant of the decision by the City Council.

LIST OF ATTACHMENTS:

1. Phase II Final Site Plan Former 2533-2557 Biddle

RESOLUTION

Item Number: #6
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission and the City Engineer regarding the proposed residential development at the former 2533-2557 Biddle Avenue, is hereby received and placed on file; AND

WHEREAS the Planning Commission held a public hearing on October 20, 2022, and after said public hearing the Planning Commission determined that said development is in compliance with the planned development representations made at the time of approval of the Stage I Site Plan, and also meets the requirements set forth in §190.279 of the Zoning Ordinance.

NOW THEREFORE BE IT RESOLVED, that the final site plan and elevations are hereby APPROVED, including the proposed use, and shall become an integral part of the PD District, and for purposes of recordation shall be referred to as Planned Development No. _____. Approval of the final site plan shall be effective for a period of three (3) years, providing that development is commenced within one (1) year as evidenced, at a minimum, by issuance of a building permit. If development is not commenced within one (1) year or not completed within three (3) years, the Planning Commission shall review progress to date and make a recommendation to the City Council as to action relative to permitting continuation under the original approval.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

Alderman
Calvin
Cryane
Hanna
Shuryan
Stec

NAYS

RESOLUTION
Planning Commission
Wyandotte, Michigan

October 20, 2022

RE: Resolution for the PD Final Site Plan for the project at former 2533-2557 Biddle Avenue,
Wyandotte, Michigan

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE,

WHEREAS, the Final Site Plan consists of following plans; Title Page, Sheets C-01, C-02, C-03, C-04, SP101, LP-1 Landscape Planting Plan, A101, A102, A201 submitted by Hadla Design Architects dated September 28, 2022; and

WHEREAS, the Planning Commission has received a communication from the City Engineer recommending revisions, requirements and the provision of additional details on the final plan; and

WHEREAS, the Planning Commission hereby determines that except as noted below, the Final Site Plan generally complies with the resolution adopted by the Commission on July 21, 2022, and the requirements set forth in the Zoning Ordinance, §190.275, and that said Plan is subject to the applicable terms and conditions set forth therein;

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, to recommend to City Council that the Final Site Plan for the project at Former 2533-2557 Biddle Avenue, Wyandotte, be accepted and approved subject to the revisions, requirements and the provision of additional information recommended by the City Engineer in his communication dated October 13, 2022, which is attached, the findings of the public hearing on July 21, 2022, as described in the minutes of the meeting and the following additional conditions also be included:

- A boundary, topographic and utilities survey has been provided, required to be sealed by a registered land surveyor.
- Architectural review is required by the Design Review Board. Proposed development is located in the Design Review District.
- Proposed catch basin in parking lot is required to have a restrictive catch basin cover maximum 30" square inches of openings.

Motion By Commissioner SARNACKI

Supported by Commissioner JALBERT

<u>Yeas</u>	<u>Members</u>	<u>Nays</u>
X	Duran	
X	Jalbert	
	Kelly (Absent)	
	Kowalewski (Absent)	
X	Lupo	
	Pasko (Absent)	
X	Sarnacki	
	Schultz (Absent)	
X	Williams	

MOTION PASSED

PERSONS IN THE AUDIENCE:

None

OTHER BUSINESS:

None

MOTION TO ADJOURN:

MOTION BY COMMISSIONER Jalbert, supported by Commissioner Duran to adjourn the meeting at 7:55 p.m.

PUBLIC HEARING #07282022:

Vice-Chairperson Lupo opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Jeff Smith, Owner, present.

Mr. Smith indicated that they are not making the café any bigger they are just constructing a 20' x 40' metal roof overhang over part of the outdoor café to make it a four-season room. Mr. Smith further indicated that 20' would remain uncovered.

There being no further discussion, the hearing was closed.

No communications were received regarding this request.

Phase II Final Site Plan Review - Former 2533-2557 Biddle Avenue, Wyandotte, Michigan.

Vice-Chairperson Lupo opened the hearing and asked if there was anyone present who wished to speak about this hearing.

Mr. Joseph Daly, Attorney for Mike Kassem, Appellant.

Mr. Daly indicated that Phase I was approved by the Planning Commission in July and now they are looking for approval for Phase II for the six (6) condominium units on the former 2533-2557 Biddle Avenue.

Vice-Chairperson Lupo asked Mr. Daly when he was planning to start the project.

Mr. Daly indicated that they would like to get the footings in as soon as possible but there is a concrete shortage and he is unsure when they would start.

Vice-Chairperson Lupo asked if there would be any entrances of Biddle Avenue.

Mr. Daly indicated that they would be removing the Biddle entrances and the entrance would be off of Vinewood.

Vice-Chairperson Lupo indicated that this is a good project for the city.

No communications were received.

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Theodore Galeski
CITY ASSESSOR



GREGORY J. MAYHEW, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

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

October 13, 2022

Stan Pasko, Chairperson
Planning Commission
City Hall
Wyandotte, Michigan

RE: Plan Review for the Proposed Development
At Former 2533-2557 Biddle Avenue
Wyandotte, Michigan

Dear Chairperson Pasko and Commission Members:

A Phase II Final Site Plan review has been completed in accordance with §190.277 and §190.278 of the city's Zoning Ordinance for the proposed development at Former 2533-2557 Biddle Avenue. The Appellant is requesting to construct six (6) condominium units. This property is zoned Plan Development, the following items are required to be addressed.

1. A boundary, topographic and utilities survey has been provided, but it fails to provide the necessary seal by a registered land surveyor.
2. Architectural review is required by the Design Review Board. Proposed development is located in the Design Review District.
3. Proposed catch basin in parking lot is required to have a restrictive catch basin cover maximum 30" square inches of openings.

The plans are submitted for your review and recommendation.

Thank you for your assistant regarding this matter.

Very truly yours,

Gregory J. Mayhew
City Engineer

PROJECT DATA

PROPOSED WORK:
 • WE ARE PROPOSING NEW CONSTRUCTION CONDO UNITS (6 UNITS TOTAL) WHICH WILL BE SOLD OFF TO INDIVIDUAL OWNERS.
 • THE 2 HOMES THAT WERE PREVIOUSLY ON THIS SITE HAVE BEEN DEMOLISHED.
 • EACH UNIT SHALL HAVE A 1-CAR GARAGE, 2 BEDROOMS / AND BE 1 STORY.
 • THE CONDO UNITS SHALL BE WOOD FRAME W/ BRICK AND COMPOSITE SIDING EXTERIOR FINISH.
 • THE PARKING LOT SHALL BE ASPHALT PAVEMENT.
 • WE ARE PROPOSING 1 NEW CURB CUT FOR THE PARKING LOT ALONG VINEWOOD ST.

SITE ZONING: PD (PLANNED DEVELOPMENT DISTRICT)
BUILDING USE GROUP: MULTIPLE SINGLE FAMILY, LESS THAN 3 STORIES
FIRE SPRINKLER SYSTEM: NO
BUILDING HEIGHT: 21'-0" (AVERAGE ABOVE GRADE TO ROOF PEAK)
 19'-0" (FINISHED CONC. 1ST FLOOR TO ROOF PEAK)
GROSS BUILDING AREA: 10,080 SF (ALL UNITS + ALL GARAGES)
PROPERTY AREA: 19,500 SF
LOT COVERAGE: 10,080 SF / 19,500 SF = 51.7%
LANDSCAPE COVERAGE: 3,202 SF / 19,500 SF = 16.4%
MEANS OF EGRESS:
PROVIDED: 2 PER UNIT
PARKINGS:
REQUIRED: MULTIPLE FAMILY:
 2 PARKING SPACES PER (1) 2 BEDROOM UNIT + 1 ADDITIONAL SPACE PER 8 UNITS
PROVIDED: TOTAL: 2 * 6 (2 BEDROOM UNITS) + 1 SPACE ADDITIONAL + 15 SPACES
 6 GARAGE SPACES + 8 OUTDOOR SPACES + 15 SPACES
FIRE SEPARATION:
REQUIRED: FIRE SEPARATION TO BE PROVIDED BETWEEN UNITS PER CODE.
REQUIRED: THE EXTERIOR NORTH WALL 12" FROM THE SIDE PROPERTY LINE SHALL BE OF FIRE PROOF CONSTRUCTION BECAUSE IT IS WITHIN 5 FEET OF THE PROPERTY LINE.

EXTERIOR FINISHES:
 BRICK: BRAMPTON BRICK ROYAL GREY PREMIER PLUS SIZE
 SIDING: POLARIS, HOMESCAPE COLLECTION GRAPHITE GREY 7" SPLIT SHAKE

APPLICABLE CODES

• 2015 MICHIGAN RESIDENTIAL CODE INCORPORATING INTERNATIONAL RESIDENTIAL CODE
 • THE CITY OF WYANDOTTE ZONING ORDINANCE

THE BIDDLE CONDOMINIUMS

2533 BIDDLE AVE., WYANDOTTE, MI 48192

ASSESSOR LEGAL DESCRIPTION:

LOTS 4, 5 AND 6, ALSO THE WEST 1/2 OF THE ADJACENT VACATED ALLEY "PLAT OF PART OF WYANDOTTE" PART 3, BLOCK 27, SECTION 28, T.3S., R.11E., CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 57 OF DEEDS, PAGE 5, WAYNE COUNTY RECORDS.

TAX PARCEL I.D.#:

57 010 18 0004 000 (ADDRESS 2533)
 57 010 18 0006 301 (ADDRESS 2557)



LOCATION MAP

SHEET INDEX

ARCHITECTURAL		
T101	• TITLE PAGE AND COLOR RENDERING	-
C-00	• BOUNDARY, TOPOGRAPHIC, AND UTILITIES SURVEY	1" = 20'
C-01	• EXISTING / DEMO SITE PLAN	1" = 20'
C-02	• PROPOSED SITE PLAN	1" = 20'
C-03	• GRADING PLAN	1" = 20'
C-04	• UTILITY / STORM MANAGEMENT PLAN	1" = 20'
SP101	• ARCHITECTURAL SITE PLAN	3/32" = 1'-0"
LP-1	• ARCHITECTURAL SITE PLAN	1" = 20'
A101	• FLOOR PLAN	3/16" = 1'-0"
A102	• ROOF PLAN	3/16" = 1'-0"
A201	• ELEVATIONS	3/16" = 1'-0"

PROJECT / OWNER

THE BIDDLE CONDOMINIUMS

ADDRESS
 2533 BIDDLE AVE.
 WYANDOTTE, MI 48192

COMMISSION
 CONDOMINIUMS
 NEW CONSTRUCTION



15744 Michigan Avenue
 Dearborn, MI 48126
 PHONE: 313-892-3444
 FAX: 313-892-7454
 WEBSITE: WWW.HADLADSIGN.COM



Material herein is the intellectual property of HADLA DESIGN. The information on this document shall not be reproduced in whole or in part without the written consent of HADLA DESIGN. DO NOT SCALE DRAWING. USE THE DIMENSIONS INDICATED THEREON.

SEAL



DATE
 09/28/2022
 STAGE 2 SITE PLAN REVIEW
 ISSUE

WORK BY
 PROJ. MGR. M. HADLA
 PROJ. TEAM M. HADLA
 CHECKED BY M. HADLA

PAGE SIZE
 ARCH D - 24X36
 DRAWING TITLE

• TITLE PAGE

PROJECT #

DRAWING DIRECTION

DRAWING #



BOUNDARY, TOPOGRAPHIC AND UTILITIES SURVEY

UTILITY NOTES:

ALL UTILITIES DETECTED HEREON ARE FROM VISIBLE EVIDENCE. SURVEYOR DID NOT CONTACT SUBSURFACE UTILITY LOCATOR SERVICE. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, EXACTNESS OF LOCATION OR ACCURACY THEREOF. THE CONTRACTOR / OWNER SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITIES CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION OR ANY SITE MODIFICATION.

SURVEYOR'S NOTES:

5- SINCE OUR SURVEY WORK DOES NOT INCLUDE A TITLE SEARCH AT TIME OF SURVEY, THERE MAY BE EASEMENT AND/ OR ENCUMBRANCES UPON THE LAND WHICH ARE NOT SHOWN ON OUR SURVEY AT THIS TIME.

6- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A MICHIGAN LICENSED PROFESSIONAL SURVEYOR.

0

- (a) NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT TIME OF SURVEY.
(c) NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT TIME OF SURVEY.
(d) NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT TIME OF SURVEY.

BOUNDARY NOTE:

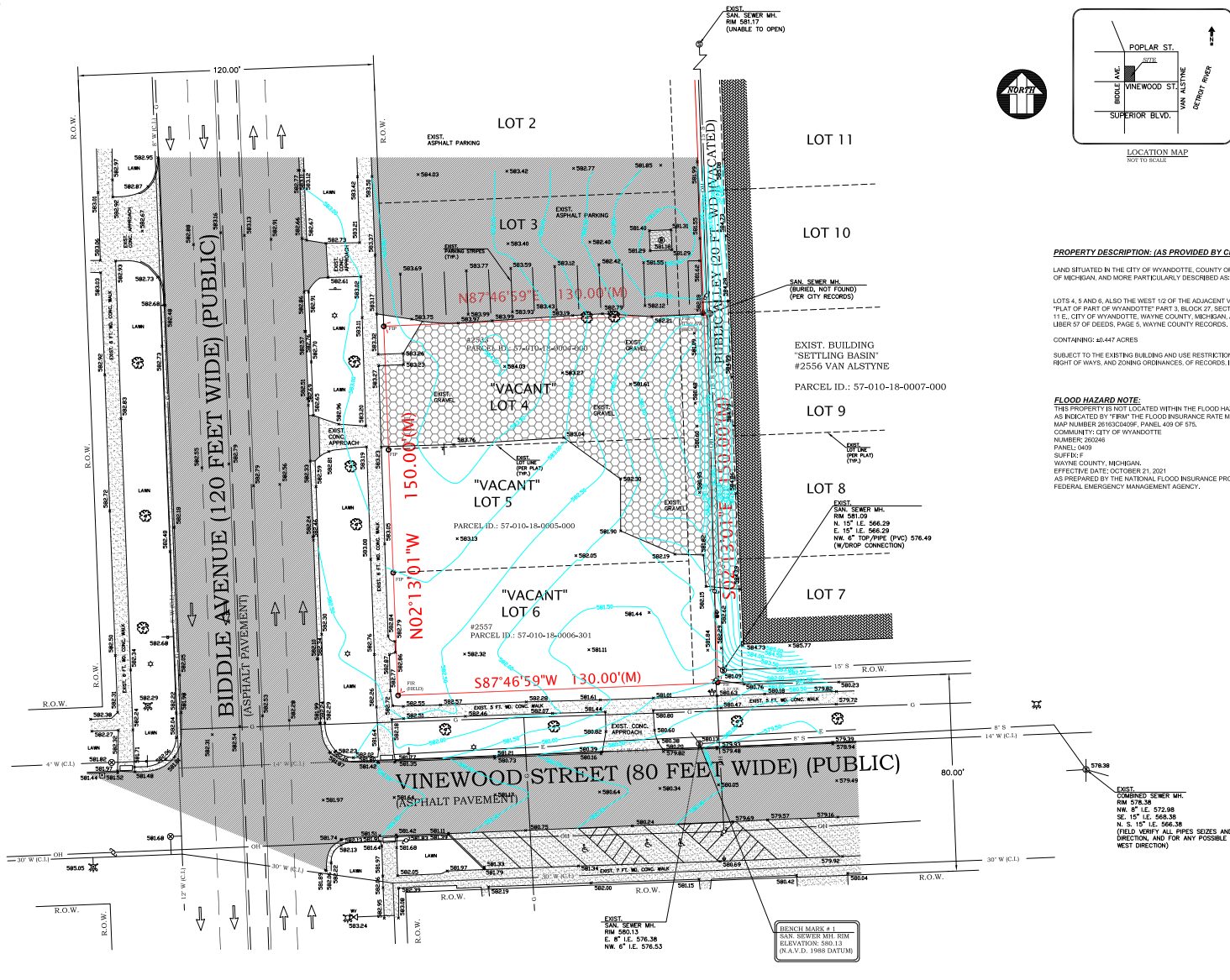
1-ALL BEARINGS ARE IN RELATIONSHIP TO THE FOUND BOUNDARY EVIDENCE ALONG THE EAST LINE OF BIDDLE AVENUE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN.
BEARING USED: N 02°13'01" W (ESTABLISHED BY GPS MEASUREMENTS, SEPTEMBER 09, 2022)

REFERENCE BENCHMARK:

ALL ELEVATIONS SHOWN ON THIS MAP ARE BASED
ON (N.A.V.D. 88 DATUM)
ESTABLISHED BY MEASURING CONTROL POINTS BY
GPS MEASUREMENTS
MI GEOID 12B GRS80 (N.A.V.D.88 DATUM)
(DATE OF MEASUREMENTS: SEPTEMBER 09, 2022)

LEGEND OF SYMBOLS & ABBREVIATIONS

- | | |
|----------|----------------------------|
| ○ FIP | FOUND IRON PIPE |
| ○ FIR | FOUND IRON ROAD |
| (A) | FIELD MEASUREMENT |
| (TYP.) | TYPICAL |
| MH. | MANHOLE |
| CONC. | CONCRETE |
| R.O.W | RIGHT-OF-WAY |
| FT. | FEET |
| WD. | WIDTH |
| TYP. | TYPICAL |
| AVE. | AVENUE |
| ELEC. | ELECTRIC |
| BLDG | BUILDING |
| EXIST. | EXISTING |
| SAN. | SANITARY |
| | SEWER MAIN LINE |
| — OH — | OVERHEAD ELECTRIC LINES |
| — S — | SANITARY SEWER |
| — W — | WATER |
| — R — | STORM SEWER |
| — G — | GAS |
| — U — | UNDERGROUND ELECTRIC LINES |
| — S — | SIGN |
| ⊗ | FIRE HYDRANT |
| ⊗ | WATER SHUT-OFF-VALVE |
| ⊗ | GAS VALVE |
| ⊗ | GATE VALVE & WELL |
| ⊗ | SQUARE CATCH BASIN |
| ⊗ | ROUND CATCH BASIN |
| ⊗ | STORM MANHOLE |
| ⊗ | SANITARY SEWER MANHOLE |
| ⊗ | TREE |
| • 581.11 | SPOT ELEVATION |
| ⊗ | STEEL POST |
| ⊗ | LIGHT POLE |
| ⊗ | UTILITY POLE |
| ⊗ | GUY WIRE |
| ⊗ | ASPHALT PAVEMENT |
| ⊗ | CONCRETE SURFACE |
| ⊗ | GRAVEL SURFACE |



PROPERTY DESCRIPTION: (AS PROVIDED BY CLIENT)

LAND SITUATED IN THE CITY OF WYANDOTTE, COUNTY OF WAYNE, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

LOTS 4, 5 AND 6, ALSO THE WEST 1/2 OF THE ADJACENT VACATED ALLEY
"PLAT OF PART OF WYANDOTTE" PART 3, BLOCK 27, SECTION 28, T. 3 S., R.
11 E., CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, AS RECORDED IN
LIBER 57 OF DEEDS, PAGE 5, WAYNE COUNTY RECORDS.

CONTAINING: ±0.447 ACRES

SUBJECT TO THE EXISTING BUILDING AND USE RESTRICTIONS, EASEMENTS,
RIGHT OF WAYS, AND ZONING ORDINANCES, OF RECORDS, IF ANY.

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREAS
AS INDICATED BY "FIRM" THE FLOOD INSURANCE RATE MAP,
MAP NUMBER 26163C040F, PANEL 409 OF 575.
COMMUNITY: CITY OF WYANDOTTE
NUMBER: 260246
PANEL: 0409
SUFFIX: F
WAYNE COUNTY, MICHIGAN.
EFFECTIVE DATE: OCTOBER 21, 2021
AS PREPARED BY THE NATIONAL FLOOD INSURANCE PROGRAM,
FEDERAL EMERGENCY MANAGEMENT AGENCY.

ACCURATE SURVEYING AND MAPPING



SEAL:



DATE: SEPTEMBER 12, 2022

CLIENT:

GHASSAN KHALAF, P.E.
GK CONSULTING INC.
5644 MIDDLEBELT RD.,
GARDEN CITY, MI 48135
PH.: (313) 377-9449

PROJECT LOCATION:

VACANT LAND*
AT THE NORTHEAST CORNER
OF BIDDLE AVENUE &
WINEWOOD STREET,
CITY OF WYANDOTTE,
WAYNE COUNTY,
#1-40102

PARCEL No.:
 7-010-18-0004-000
 7-010-18-0005-000
 7-010-18-0006-301

SHEET:

BOUNDARY,
TOPOGRAPHIC AND
UTILITIES SURVEY

DATE: REVISION:

[illegible]

DRAWN BY:

DESIGNED BY:

APPROVED BY:

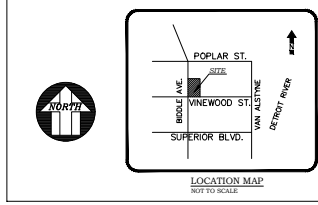
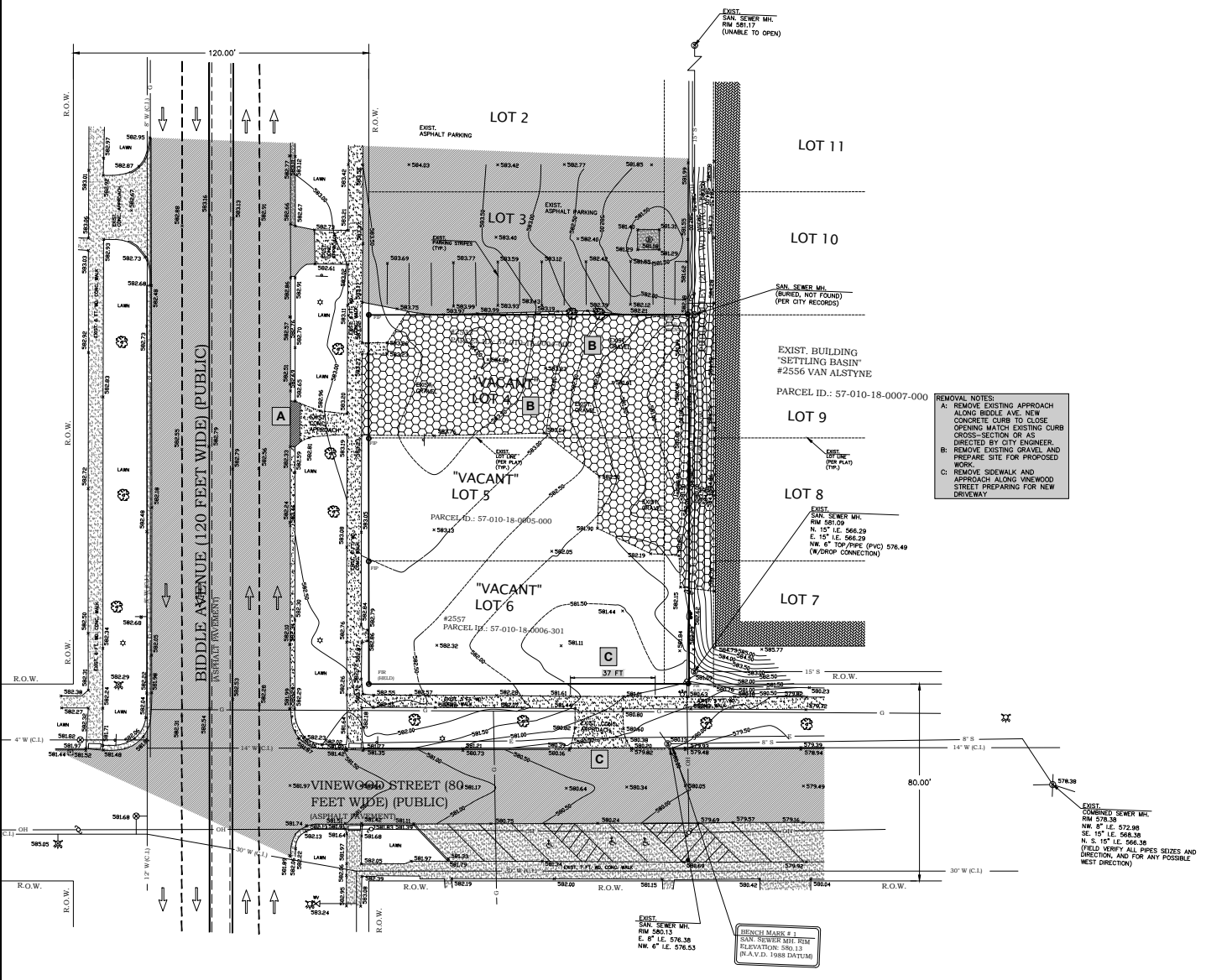
SURVEY DATE:
 11/15/2011

SCALE:

1" = 20'

BOOK #: 0-100

B-102a



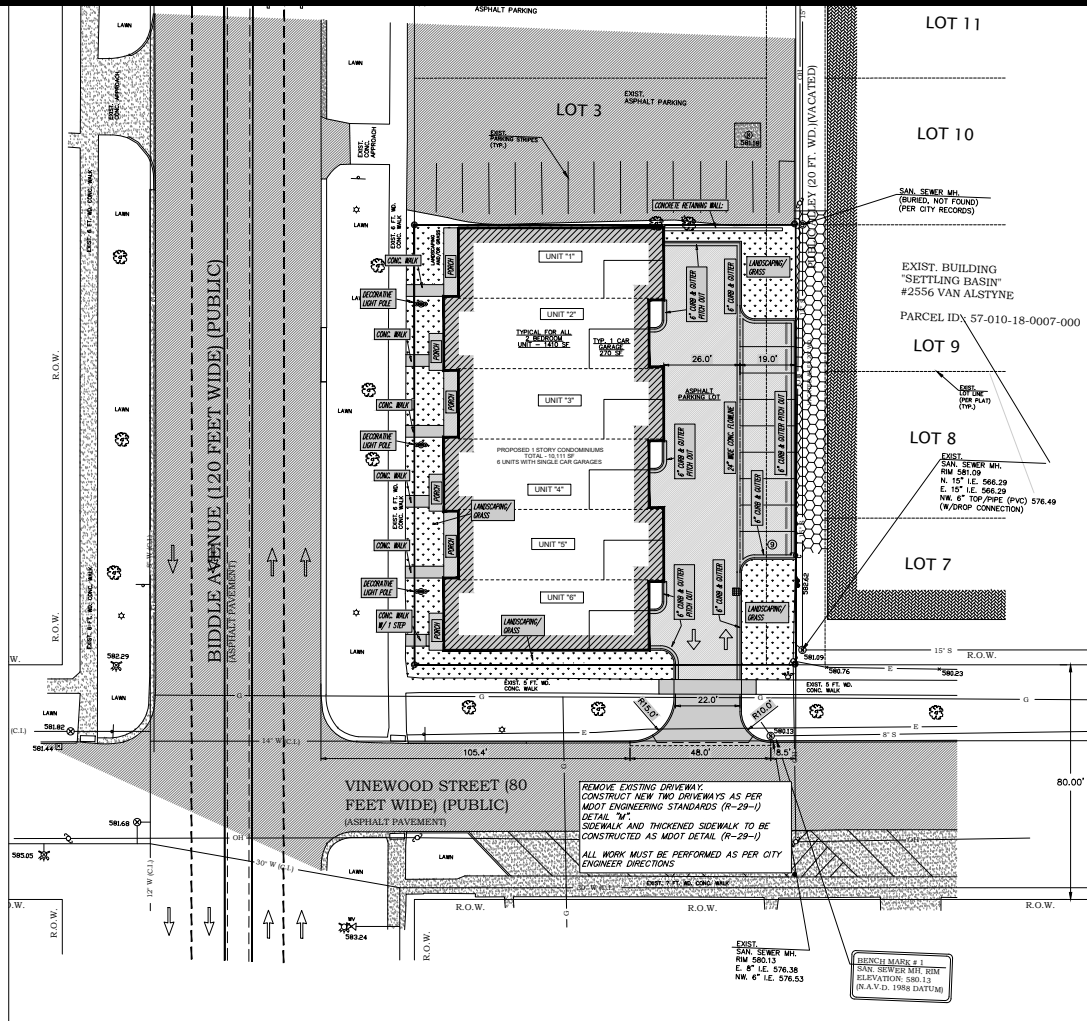
REMOVAL NOTES:
A: REMOVE EXISTING APPROACH ALONG BIDDLE AVE. NEW CONCRETE CURB TO CLOSE OPENING MATCH EXISTING CURB CROSS-SECTION OR AS DIRECTED BY CITY ENGINEER.
B: REMOVE EXISTING GRAVEL AND PREPARE SITE FOR PROPOSED WORK.
C: REMOVE SIDEWALK AND APPROACH ALONG VINEWOOD STREET PREPARING FOR NEW DRIVEWAY.

EXISTING / DEMOLITION SITE PLAN
1" = 20'-0"

9-26-22

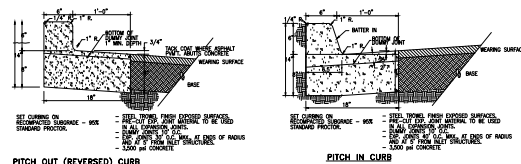
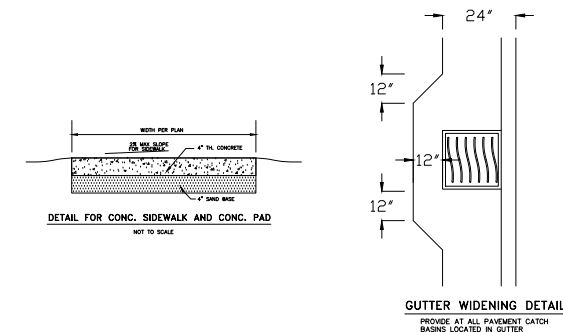
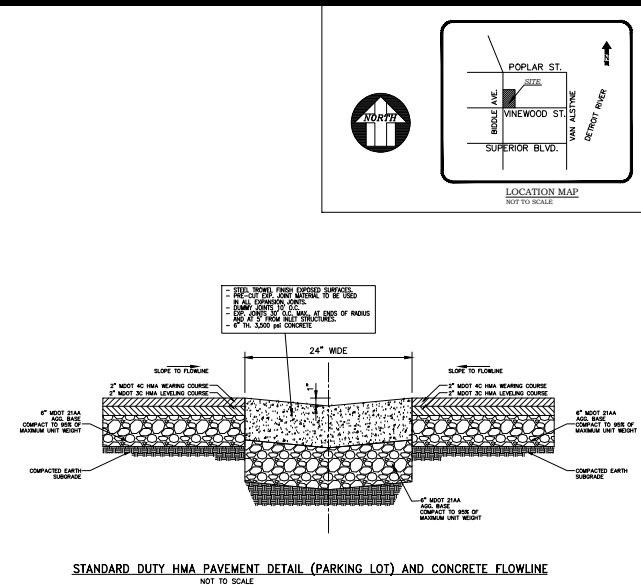
SITE PLAN REVIEW

MARK	DATE	DESCRIPTION
GK CONSULTING INC.		
GHASSAN KHALAF, P.E.		
TEL: 313-377-9449		
e-mail: gkci@outlook.com		
ADDRESS: 5644 MIDDLEBELT RD		
GARDEN CITY, MI 48135		
COPYRIGHT		
DUPLICATION STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF CONSULTANT.		
I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Architect or Engineer under the Laws of the State of Michigan by my hand and seal.		
BIDDLE CONDOMINIUMS		
2533 BIDDLE AVE, WYANDOTTE, MI 48192		
SHEET TITLE		
REMOVAL SITE PLAN		
SCALE		
AS NOTED		
SHEET No.		
C-01		



PROPOSED SITE PLAN

1" = 20'-0"



ALL CURBS ARE PITCH IN UNLESS OTHERWISE NOTED ON THE PLANS

	9-26-22	SITE PLAN REVIEW
MARK	DATE	DESCRIPTION

GK CONSULTING INC.
 GHASSAN KHALAF, P.E.
 TEL: 313-377-9449
 e-mail: gkci@outlook.com
 ADDRESS: 5644 MIDDLEBELT RD
 GARDEN CITY, MI 48135

COPYRIGHT
 DUPLICATION STRICTLY PROHIBITED WITHOUT
 THE WRITTEN CONSENT OF CONSULTANT.

I hereby certify that
 this plan and specification
 was prepared by me or
 under my direct
 supervision and that I am
 a duly registered Architect
 or Engineer under the Laws
 of the State of Michigan
 by my hand and seal.



BIDDLE CONDOMINIUMS
 2533 BIDDLE AVENUE,
 WYANDOTTE, MI 48192

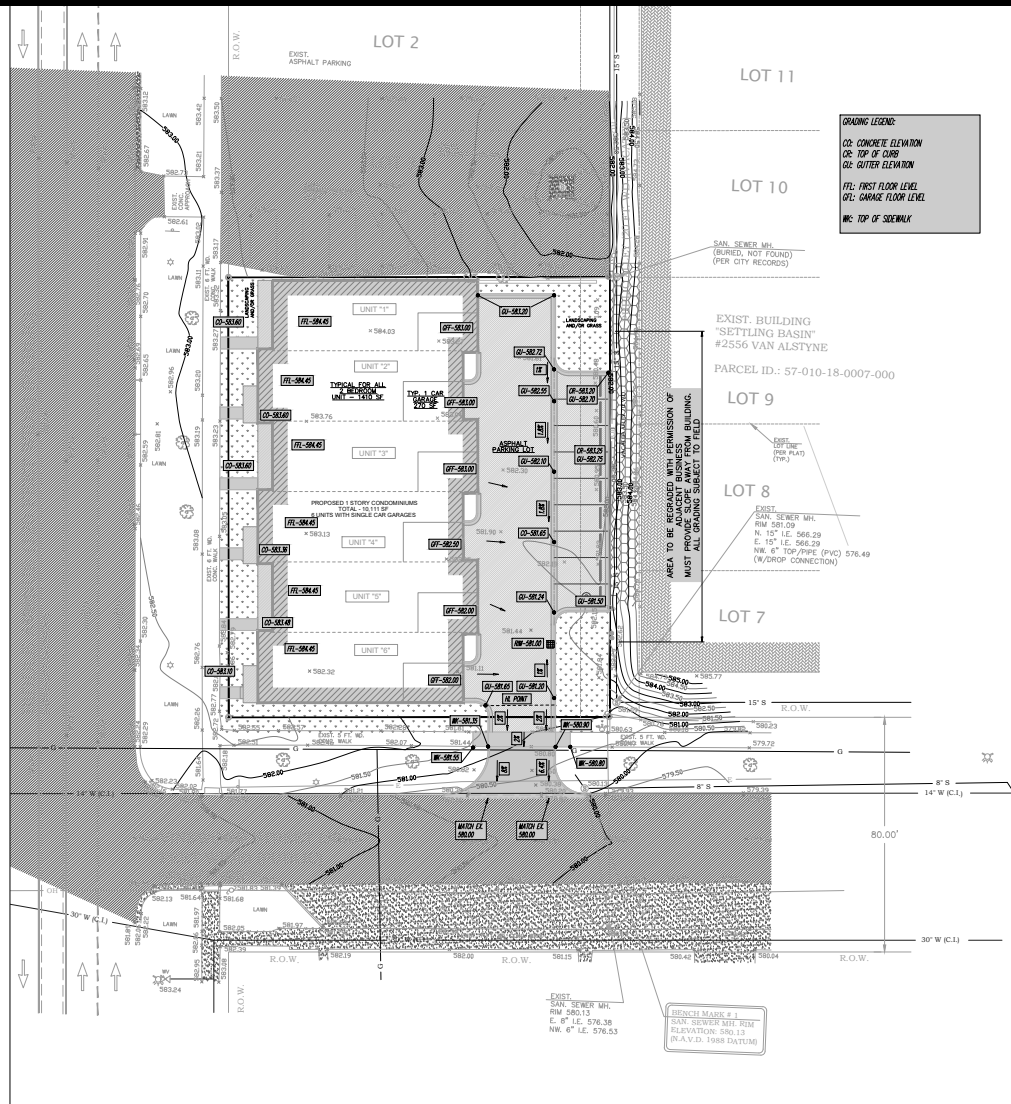
SHEET TITLE
PROPOSED SITE PLAN

SCALE
AS NOTED

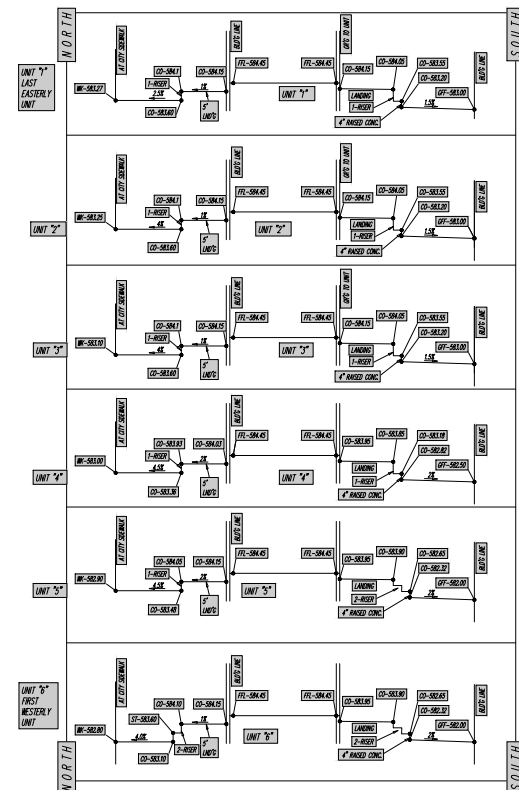
SHEET No.

C-02





GRADING PLAN
1" = 20'-0"



	9-26-22	SITE PLAN REVIEW
MARK	DATE	DESCRIPTION

GK
CONSULTING INC.

GHASSAN KHALAF, P.E.
TEL: 313-377-9449
e-mail: gkci@outlook.com
ADDRESS: 5644 MIDDLEBELT RD
GARDEN CITY, MI 48135

COPYRIGHT
DUPLICATION STRICTLY PROHIBITED WITHOUT
THE WRITTEN CONSENT OF CONSULTANT.

I hereby certify that
this plan and specification
was prepared by me or
under my direct
supervision and that I am
a duly registered Architect
or Engineer under the Laws
of the State of Michigan
by my hand and seal.



BIDDLE
CONDOMINIUMS
2533 BIDDLE AVE,
WYANDOTTE, MI 48192

SHEET TITLE
GRADING PLAN

SCALE
AS NOTED

SHEET No. _____

C-03



[illegible]

PROJECT: NEQUAD, ON the edge of the Atlantic				INSTRUMENTATION: L3440/7/7		NO	
INSTRUMENTATION: L3440/7/7				INSTRUMENTATION: L3440/7/7			
INSTRUMENTATION: L3440/7/7				INSTRUMENTATION: L3440/7/7			
Surface Type	Asphalt	Concrete	Asphalt				
Location	100 ft	100 ft	100 ft				
Construction	100 ft	100 ft	100 ft				
Notes	100 ft	100 ft	100 ft				
C ₁₀ = 100 ft / 100 ft							
C ₁₀ = 100 ft / 100 ft							
NAME OF CONSTRUCTION OR MAINTENANCE							
REMARKS							
1. 100 ft / 100 ft							
2. 100 ft / 100 ft							
3. 100 ft / 100 ft							
4. 100 ft / 100 ft							
5. 100 ft / 100 ft							
6. 100 ft / 100 ft							
7. 100 ft / 100 ft							
8. 100 ft / 100 ft							
9. 100 ft / 100 ft							
10. 100 ft / 100 ft							
11. 100 ft / 100 ft							
12. 100 ft / 100 ft							
13. 100 ft / 100 ft							
14. 100 ft / 100 ft							
15. 100 ft / 100 ft							
16. 100 ft / 100 ft							
17. 100 ft / 100 ft							
18. 100 ft / 100 ft							
19. 100 ft / 100 ft							
20. 100 ft / 100 ft							
21. 100 ft / 100 ft							
22. 100 ft / 100 ft							
23. 100 ft / 100 ft							
24. 100 ft / 100 ft							
25. 100 ft / 100 ft							
26. 100 ft / 100 ft							
27. 100 ft / 100 ft							
28. 100 ft / 100 ft							
29. 100 ft / 100 ft							
30. 100 ft / 100 ft							
31. 100 ft / 100 ft							
32. 100 ft / 100 ft							
33. 100 ft / 100 ft							
34. 100 ft / 100 ft							
35. 100 ft / 100 ft							
36. 100 ft / 100 ft							
37. 100 ft / 100 ft							
38. 100 ft / 100 ft							
39. 100 ft / 100 ft							
40. 100 ft / 100 ft							
41. 100 ft / 100 ft							
42. 100 ft / 100 ft							
43. 100 ft / 100 ft							
44. 100 ft / 100 ft							
45. 100 ft / 100 ft							
46. 100 ft / 100 ft							
47. 100 ft / 100 ft							
48. 100 ft / 100 ft							
49. 100 ft / 100 ft							
50. 100 ft / 100 ft							
51. 100 ft / 100 ft							
52. 100 ft / 100 ft							
53. 100 ft / 100 ft							
54. 100 ft / 100 ft							
55. 100 ft / 100 ft							
56. 100 ft / 100 ft							
57. 100 ft / 100 ft							
58. 100 ft / 100 ft							
59. 100 ft / 100 ft							
60. 100 ft / 100 ft							
61. 100 ft / 100 ft							
62. 100 ft / 100 ft							
63. 100 ft / 100 ft							
64. 100 ft / 100 ft							
65. 100 ft / 100 ft							
66. 100 ft / 100 ft							
67. 100 ft / 100 ft							
68. 100 ft / 100 ft							
69. 100 ft / 100 ft							
70. 100 ft / 100 ft							
71. 100 ft / 100 ft							
72. 100 ft / 100 ft							
73. 100 ft / 100 ft							
74. 100 ft / 100 ft							
75. 100 ft / 100 ft							
76. 100 ft / 100 ft							
77. 100 ft / 100 ft							
78. 100 ft / 100 ft							
79. 100 ft / 100 ft							
80. 100 ft / 100 ft							
81. 100 ft / 100 ft							
82. 100 ft / 100 ft							
83. 100 ft / 100 ft							
84. 100 ft / 100 ft							
85. 100 ft / 100 ft							
86. 100 ft / 100 ft							
87. 100 ft / 100 ft							
88. 100 ft / 100 ft							
89. 100 ft / 100 ft							
90. 100 ft / 100 ft							
91. 100 ft / 100 ft							
92. 100 ft / 100 ft							
93. 100 ft / 100 ft							
94. 100 ft / 100 ft							
95. 100 ft / 100 ft							
96. 100 ft / 100 ft							
97. 100 ft / 100 ft							
98. 100 ft / 100 ft							
99. 100 ft / 100 ft							
100. 100 ft / 100 ft							

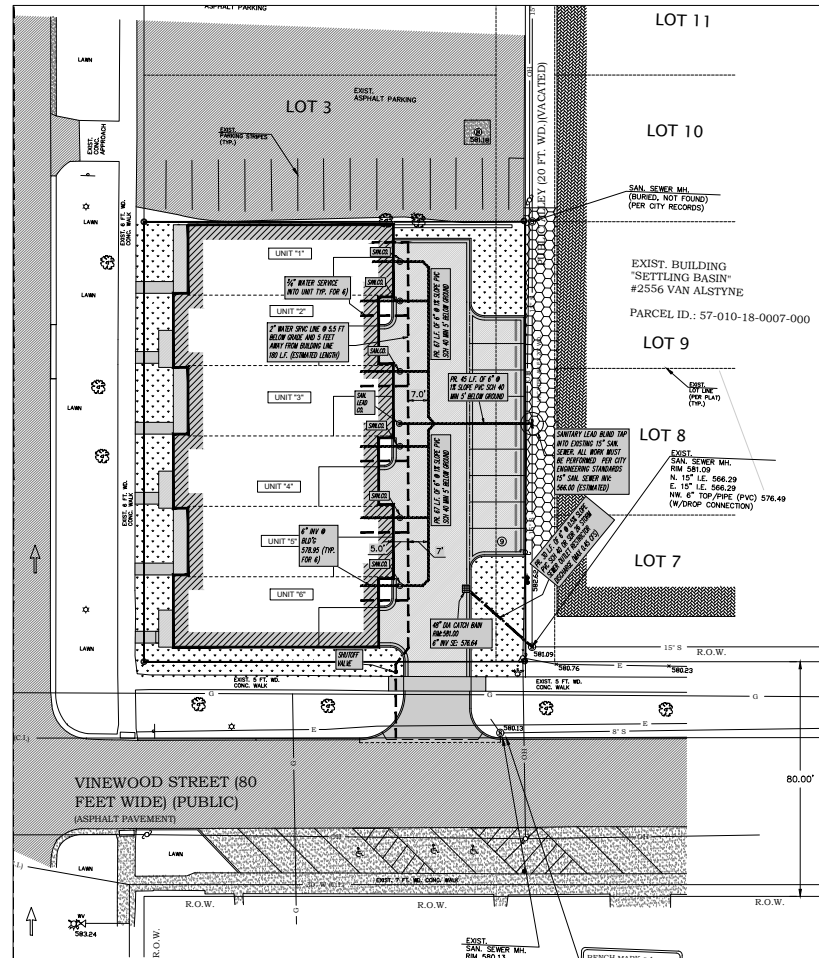
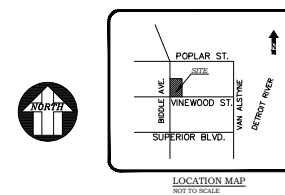
Orlitt Fpga Design Calculations			
1	1	1	1
2	1	1	1
3	1	1	1
4	1	1	1
5	1	1	1
6	1	1	1
7	1	1	1
8	1	1	1
9	1	1	1
10	1	1	1
11	1	1	1
12	1	1	1
13	1	1	1
14	1	1	1
15	1	1	1
16	1	1	1
17	1	1	1
18	1	1	1
19	1	1	1
20	1	1	1
21	1	1	1
22	1	1	1
23	1	1	1
24	1	1	1
25	1	1	1
26	1	1	1
27	1	1	1
28	1	1	1
29	1	1	1
30	1	1	1
31	1	1	1
32	1	1	1
33	1	1	1
34	1	1	1
35	1	1	1
36	1	1	1
37	1	1	1
38	1	1	1
39	1	1	1
40	1	1	1
41	1	1	1
42	1	1	1
43	1	1	1
44	1	1	1
45	1	1	1
46	1	1	1
47	1	1	1
48	1	1	1
49	1	1	1
50	1	1	1
51	1	1	1
52	1	1	1
53	1	1	1
54	1	1	1
55	1	1	1
56	1	1	1
57	1	1	1
58	1	1	1
59	1	1	1
60	1	1	1
61	1	1	1
62	1	1	1
63	1	1	1
64	1	1	1
65	1	1	1
66	1	1	1
67	1	1	1
68	1	1	1
69	1	1	1
70	1	1	1
71	1	1	1
72	1	1	1
73	1	1	1
74	1	1	1
75	1	1	1
76	1	1	1
77	1	1	1
78	1	1	1
79	1	1	1
80	1	1	1
81	1	1	1
82	1	1	1
83	1	1	1
84	1	1	1
85	1	1	1
86	1	1	1
87	1	1	1
88	1	1	1
89	1	1	1
90	1	1	1
91	1	1	1
92	1	1	1
93	1	1	1
94	1	1	1
95	1	1	1
96	1	1	1
97	1	1	1
98	1	1	1
99	1	1	1
100	1	1	1

6" SANITARY LEAD CHECK:
1- TOTAL NO OF BATHROOMS = 12
2- TOTAL NUMBER OF KITCHENS = 6
3- TOTAL NUMBER OF LAUNDRIES = 6

FROM TABLE 709.1 (MPC 2015)
DRAINAGE FIXTURE UNITS FOR FIXTURES AND GROUPS
1- BATHROOM = 5
2- KITCHEN SINK = 2

TOTAL DRAINAGE FIXTURE UNITS FOR THE PROPOSED BUILDING :
12X5 (BATHROOM) + 6X2 (KITCHEN) + 6X1 (LAUNDRY)= 78 (DFU)

TOTAL No. OF (DFU) [CAPACITY] FOR PROPOSED LEAD = 700 DFU
PROPOSED LEAD SLOPE AT 6" AT 1/8" PER FOOT OR 1%.
FROM TABLE 710.1(1) (MPC 2015) ... O.K.


$$1'' = 20'-0''$$


MARK	DATE	DESCRIPTION
------	------	-------------

GHASSAN KHALAF, P.E.

TEL: 313-377-9449
e-mail: gkc|@outlook.com

ADDRESS: 5644 MIDDLEBELT RD

GARDEN CITY, MI 48135

COPYRIGHT _____
 DUPLICATION STRICTLY PROHIBITED WITHOUT
 THE WRITTEN CONSENT OF CONSULTANT.

I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Architect or Engineer under the Laws of the State of Michigan by my hand and seal.

Ghulam Khaliq

2533 BIDDLE AVE,
WYANDOTTE, MI 48192

SHEET TITLE

UTILITY / STORM
MANAGEMENT PLAN
AND DETAILS

SCALE

AS NOTED

SHEET No. _____

C-04



PROJECT/DOWNER

**THE
BIDDLE
CONDOMINIUMS**

ADDRESS
2533 BIDDLE AVE.
WYANDOTTE, MI 48192

COMMISSIONED BY
CONDOMINIUMS
NEW CONSTRUCTION



15744 Michigan Avenue
Dearborn, MI 48126
PH: 313.982-8822 FAX: 313.982-7655
WWW.HADLADesign.COM



Material herein is the intellectual property of
HADLA DESIGN. This information may be
used only for the project and site shown
herein and may not be reproduced or
transmitted in any form or by any means
without the written consent of HADLA DESIGN.
DO NOT SCALE DRAWING.
SEE THE EXISTING/PROPOSED TOWER PLANS.

SEAL

DATE
08.28.2022
STAGE 2 SITE PLAN REVIEW
ISSUE

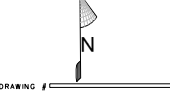
WORK BY
PROJ. MGR. **M. HADLA**
PROJ. TEAM **M. HADLA**
CHECKED BY **M. HADLA**

PAGE SIZE
ARCH D - 24X36
DRAWING TITLE

• **ARCHITECTURAL
SITE PLAN**

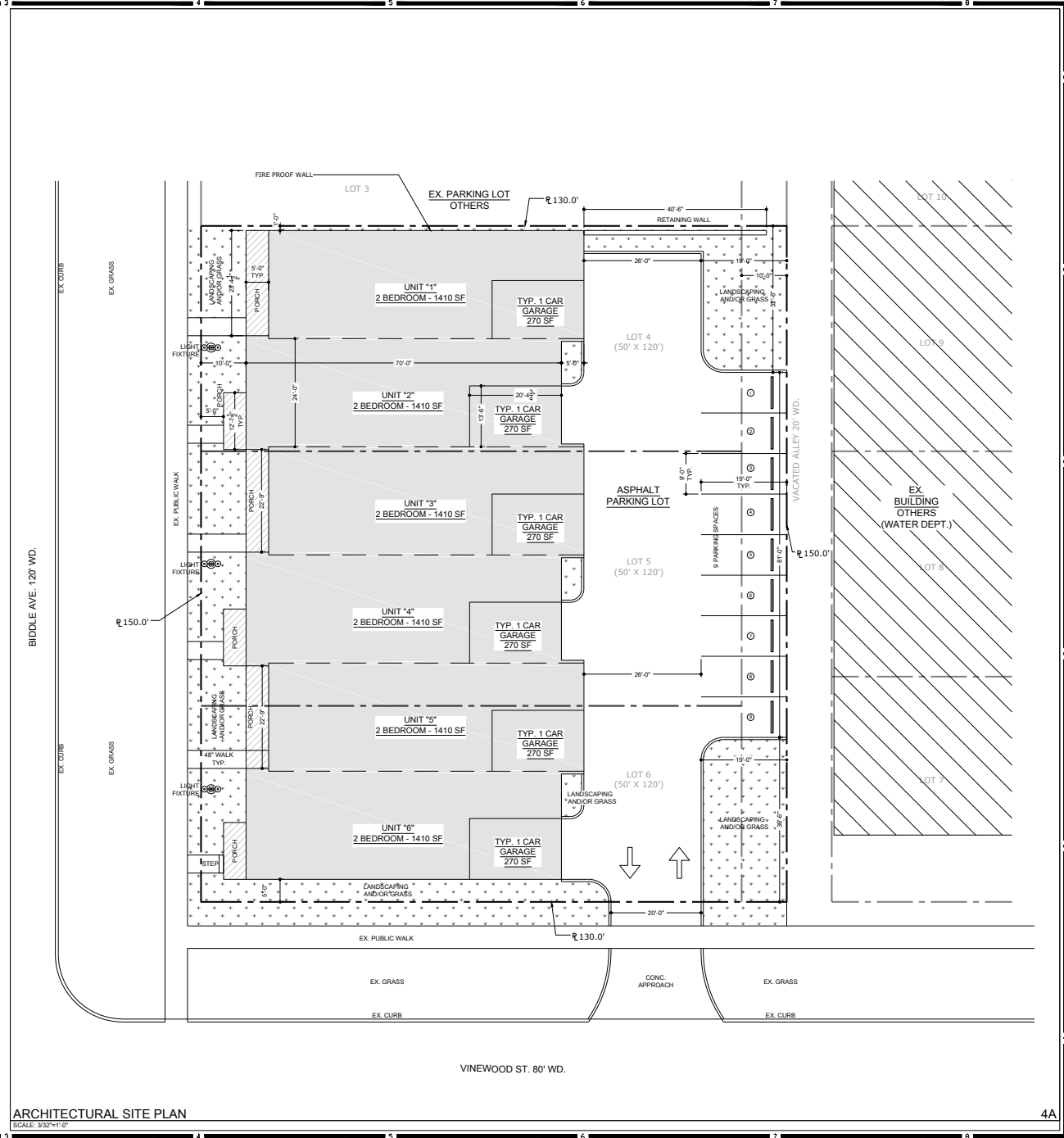
PROJECT

DRAWING DIRECTION



DRAWING

SP101



ARCHITECTURAL SITE PLAN
SCALE: 3/32"=1'-0"

4A

PLANTING

PLANTING DETAILS



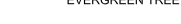
MATERIAL

GENERAL

MAINTENANCE OF GENERAL LANDSCAPE AREAS

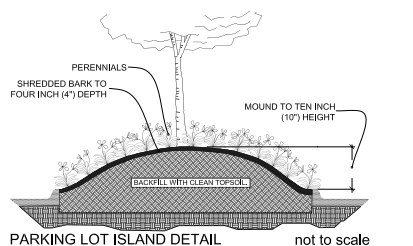
NOTES:

EVERGREEN TREE



PLANT LIST

ALC	YEO	BO	BT	COMMON NAME	SIZE
932	A			<i>Camissonia senecioides</i>	2' cal. BAB
CA4				<i>Camissonia</i>	2' cal. BAB
CA2				<i>Rubry Spide</i>	30" ht. BAB
CCA				<i>Avastide</i>	30" ht. BAB
CCO				<i>Avastide</i>	30" ht. BAB
CCS				<i>Avastide</i>	30" ht. BAB
CCV				<i>Avastide</i>	30" ht. BAB
CCW				<i>Avastide</i>	30" ht. BAB
CCX				<i>Avastide</i>	30" ht. BAB
CCY				<i>Avastide</i>	30" ht. BAB
CCZ				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB
CC4				<i>Avastide</i>	30" ht. BAB
CC5				<i>Avastide</i>	30" ht. BAB
CC6				<i>Avastide</i>	30" ht. BAB
CC7				<i>Avastide</i>	30" ht. BAB
CC8				<i>Avastide</i>	30" ht. BAB
CC9				<i>Avastide</i>	30" ht. BAB
CC0				<i>Avastide</i>	30" ht. BAB
CC1				<i>Avastide</i>	30" ht. BAB
CC2				<i>Avastide</i>	30" ht. BAB
CC3				<i>Avastide</i>	30" ht. BAB



IRRIGATION NOTES:

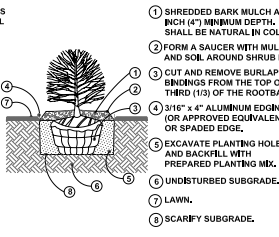
- * NOTE: THE LOCATIONS OF CONTROL VALVES AND WATER SUPPLY FOR FORD ARE THE IRRIGATION LOCATIONS. THERE WILL BE NO SEPARATE METERS AND LINES IN UNITS 1 AND 6.
- * THE TWO (2) NORTHERLY PARKING LOT ISLANDS ADJACENT TO THE DRIVEWAYS WILL NOT BE IRRIGATED.
- * GENERAL IRRIGATION NOTES:
- * COORDINATE IRRIGATION WORK WITH ALL OTHER TRADES.
- * ALL IRRIGATION WORK SHALL BE INSTALLED BY A CERTIFIED IRRIGATION CONTRACTOR.
- * ALL PLUMBING AND ELECTRICAL WORK TO BE INSTALLED ACCORDING TO STATE AND LOCAL SPECIFICATIONS.
- * PIPE SHALL BE UNDERGROUND AND PROTECTED BY SLEEVING. ALL EQUIPMENT AND PIPE ARE TO BE FIELD ADJUSTED TO TAKE INTO CONSIDERATION ANY OBSTRUCTIONS AND ALL LANDSCAPE COORDINATION.
- * SLEEVING SHALL BE SIZED TO BE TWICE THE SIZE OF THE PIPE BEING PROTECTED IF A LATERAL LINE AND THREE TIMES THE SIZE IF A MAIN LINE.
- * FOR SLEEVING UNDER ROADWAYS AND SIDEWALKS, THE REQUIRED COVERAGE TO FINISH GRADE IS EIGHTEEN INCHES TO THE TOP OF THE SLEEVING. THE COVERAGE FOR SLEEVING IS DEPENDENT ON THE FINAL LOCATION OF UTILITY LINES INCLUDING GAS, ELECTRIC, AND CABLE.
- * TRENCHES FOR SLEEVING SHALL BE INSTALLED BY THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
- * TRENCHES FOR IRRIGATION PIPES SHALL BE AT LEAST TWELVE INCHES (12") DEEP FROM HARD SURFACE AREAS.
- * BACKFLO PREVENTION ASSEMBLIES SHALL BE INSTALLED ACCORDING TO THE CITY CODE.
- * ALL SYSTEMS SHALL BE FIELD TESTED AND ADJUSTED AFTER INSTALLATION TO INSURE THAT IT IS IN GOOD WORKING ORDER.

GENERAL NOTES FOR ALL PLANTINGS:

- * DO NOT CUT CENTRAL LEADER.
- * REMOVE ALL TAGS, STRINGS, PLASTICS, AND ANY OTHER NON-BIODEGRADABLE MATERIALS (EXCEPT LABEL FOR PLANT NAME) FROM PLANT STEMS OR CROWN WHICH ARE UNSIGHTLY OR COULD CAUSE GIRDLING.
- * PLANTS SHALL BEAR THE SAME RELATION TO FINISH GRADE AS IT BORE TO THE PREVIOUS GRADE IN THE NURSERY, SET THE BASE OF THE PLANT SLIGHTLY HIGHER THAN EXISTING GRADE IF PLANTING IN CLAY SOILS.
- * CENTER THE ROOTBALL IN THE PLANTING HOLE. LEAVE THE BOTTOM OF THE PLANTING HOLE FIRM. USE WATER TO SETTLE THE PLANTING MIX AND REMOVE ANY AIR POCKETS AND FIRMLY SET THE TREE OR SHRUB. GENTLY TAMP IF NEEDED.

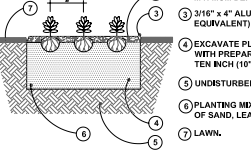
NOTE:

- * CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.

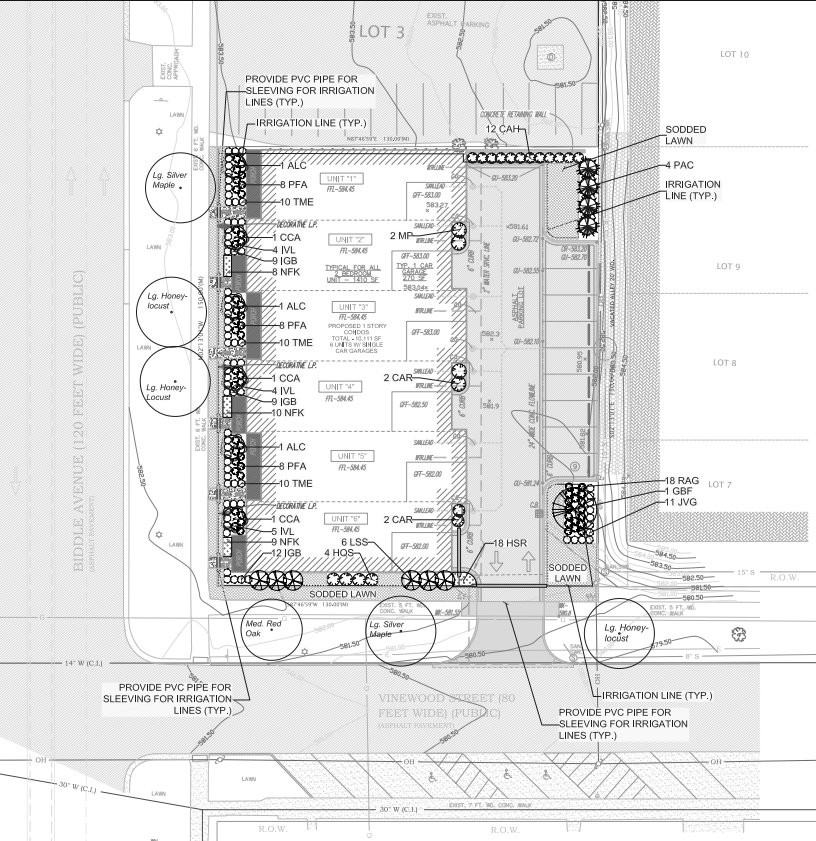


SHRUE

ANNUAL / PERENNIAL / GROUNDCOVER

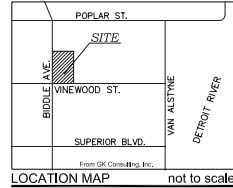


not to scale



LANDSCAPE PLANTING PLAN

scale: 1" = 20'



LANDSCAPE PLAN FOR:
Hadla Design Architects
15244 Michigan Avenue
Dearborn, Michigan 48126
(313) 492-5347

PROJECT LOCATION:
Attached Condominium
Homes
2533 Biddle Avenue
Wyandotte, Michigan

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave
Livonia, Michigan 48150
(734) 634 9208

LP-1: LANDSCAPE PLANTING PLAN

1: LANDSCAPE PLANTING PLAN
* Base data provided by GK Consulting, Inc.

date: October 2, 2022
revised:

811 Know what's below. Call before you dig.

PROJECT / OWNER

**THE
BIDDLE
CONDOMINIUMS**

ADDRESS
2533 BIDDLE AVE.
WYANDOTTE, MI 48192

COMMISSIONED BY
CONDOMINIUMS
NEW CONSTRUCTION



15744 Michigan Avenue
Dearborn, MI 48126
PH: (313) 882-3844
FAX: (313) 882-7655
WWW.HADLADesign.COM



Professional Engineer
No. 25300-PA-0000000000
CONDOMINIUMS
DO NOT SCALE DRAWING
USE THE DIMENSIONS SHOWN

SEAL

DATE
08.28.2022
STAGE 2 SITE PLAN REVIEW
ISSUE

WORK BY
PROJ. MGR. **M. HADLA**
PROJ. TEAM **M. HADLA**

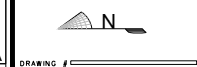
CHECKED BY **M. HADLA**

PAGE SIZE
ARCH D - 24X36
DRAWING TITLE

• FLOOR PLAN

PROJECT #

DRAWING DIRECTION



DRAWING #

FLOOR PLAN
SCALE: 3/16"=1'-0"

1A

A101

PROJECT / OWNER

**THE
BIDDLE
CONDOMINIUMS**

ADDRESS

2533 BIDDLE AVE.
WYANDOTTE, MI 48192

COMMISSION

CONDOMINIUMS
NEW CONSTRUCTION



15744 Michigan Avenue
Dearborn, MI 48126
PH: (313) 882-3841
FAX: (313) 882-7455
WEB: HADLADESIGN.COM
WWW.HADLADESIGN.COM



Material herein is the intellectual property of
HADLA DESIGN. The information contained
herein is not to be reproduced or used in any
manner without the written consent of HADLA DESIGN.
DO NOT SCALE DRAWING.
USE THE DIMENSIONS SHOWN HEREIN.

SEAL

DATE

08.28.2022
STAGE 2 SITE PLAN REVIEW
ISSUE

WORK BY

PROJ. MGR. **M. HADLA**
PROJ. TEAM **M. HADLA**

CHECKED BY **M. HADLA**

PAGE SIZE

ARCH D - 24X36
DRAWING TITLE

• ROOF PLAN

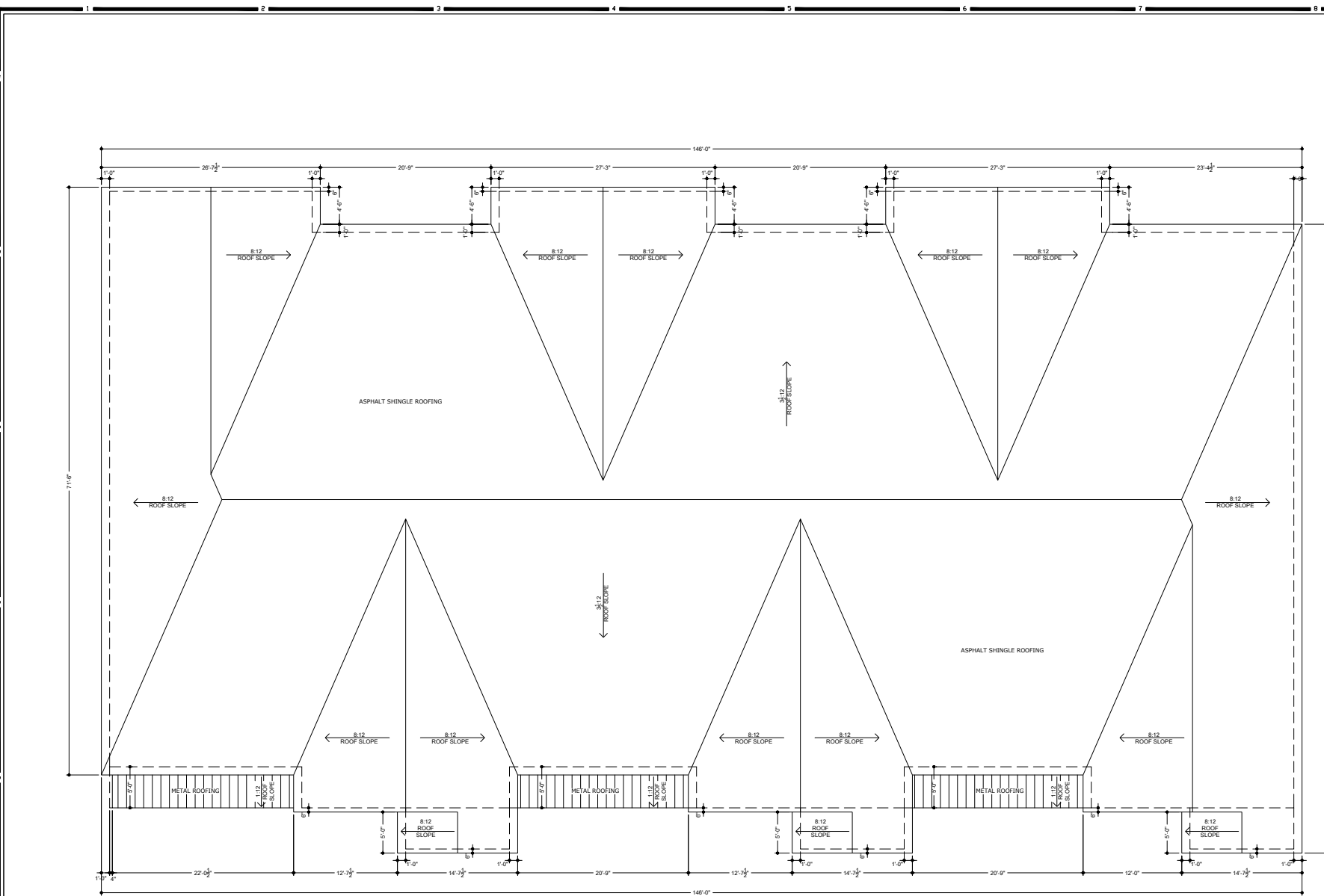
PROJECT

DRAWING DIRECTION



DRAWING

A102



ROOF PLAN
SCALE: 3/16"=1'-0"

1A

PROJECT / OWNER

**THE
BIDDLE
CONDOMINIUMS**

ADDRESS
2533 BIDDLE AVE.
WYANDOTTE, MI 48192

COMMISSION
CONDOMINIUMS
NEW CONSTRUCTION



15744 Michigan Avenue
Dearborn, MI 48126
PH: 313-882-0841
F: 313-882-7455
WWW.HADLADesign.COM



Material herein is the intellectual property of
HADLA DESIGN. This information is provided
and not be reproduced in whole or in part without
the written consent of HADLA DESIGN.
DO NOT SCALE DRAWING.
SEE THE EXISTING/ISSUE RECORD.

SEAL

DATE
08.28.2022
STAGE 2 SITE PLAN REVIEW
ISSUE

WORK BY
PROJ. MGR. **M. HADLA**
PROJ. TEAM **M. HADLA**
CHECKED BY **M. HADLA**

PAGE SIZE
ARCH D - 24X36

DRAWING TITLE

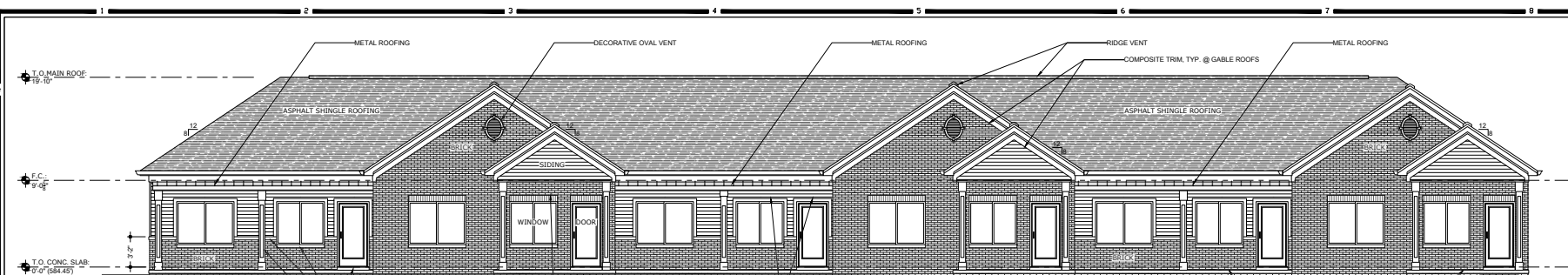
• ELEVATIONS

PROJECT

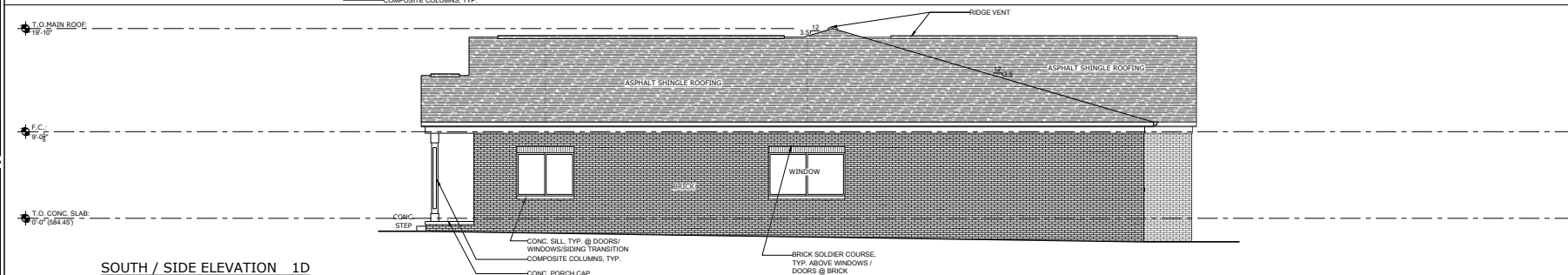
DRAWING DIRECTION

DRAWING

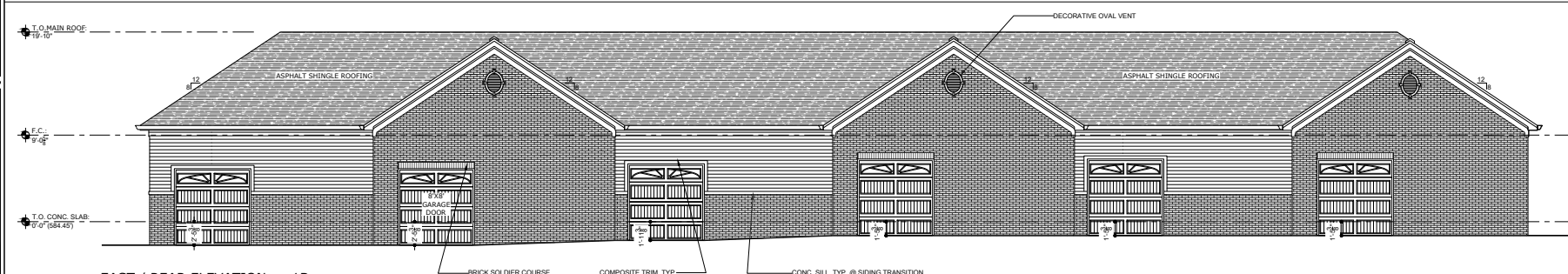
A201



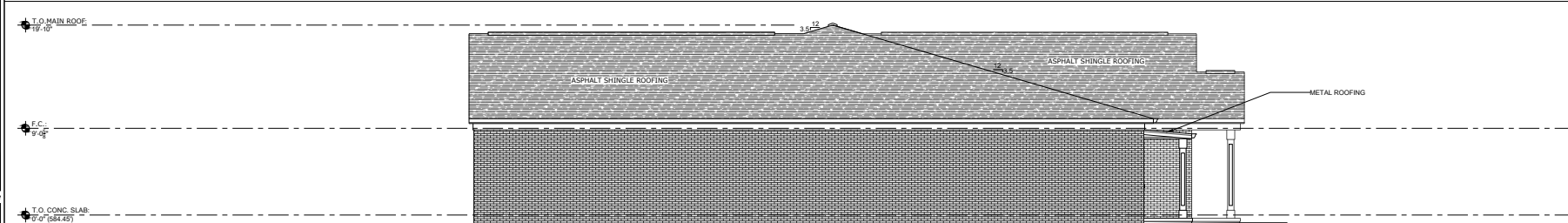
WEST / FRONT ELEVATION 1E



SOUTH / SIDE ELEVATION 1D



EAST / REAR ELEVATION 1B



NORTH / SIDE ELEVATION 1A

ELEVATIONS

SCALE: 3/16"=1'-0"

1A

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 11/21/2022

AGENDA ITEM # 7

ITEM: 2022 Sewer CCTV Project

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: In support of the proposed Downtown Capital Improvements and Infrastructure Project, the storm and sanitary sewer mains, catchbasins and manholes in the alleys east of Biddle Avenue from Elm to Eureka require cleaning and inspection to determine their condition.

The Engineering and Building Department prepared specifications, File #4837 - 2022 Downtown CCTV Inspections, advertised on BidNet on October 31, 2022, and received competitive sealed bids. Bids were due and opened on November 14, 2022. Seven (7) quotes were received as shown on the attached Bid Deposit Log Sheet for this project.

I recommend the acceptance of the bid for cleaning and inspection of storm and sanitary sewer mains from Rogue Industrial Services, LLC, Bloomfield Hills, Michigan, in the amount of \$21,352.50 as being the best bid received meeting specifications.

STRATEGIC PLAN/GOALS: 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.

ACTION REQUESTED: Accept the bid from Rogue Industrial Services, LLC, Bloomfield Hills, Michigan, to perform the work specified in File #4837 - 2022 Downtown CCTV Inspections.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The storm and sanitary sewer main cleaning and inspection work will be funded from Account # 590-200-926-310 in the amount of \$21,352.50.

IMPLEMENTATION PLAN: Execute contract with Rogue Industrial Services, LLC, Bloomfield Hills, Michigan.

LIST OF ATTACHMENTS:

1. Bid Tab
2. ROGUE INDUSTRIAL

RESOLUTION

Item Number: #7
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED that Council concurs with the recommendation of the City Engineer and accepts the bid from Rogue Industrial Services, LLC, Bloomfield Hills, Michigan, to perform the storm and sanitary sewer main cleaning and inspection work in accordance with File #4837 - 2022 Downtown CCTV Inspections, in the amount of \$21,352.50, 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 Rogue Industrial Services, LLC.

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	_____

**CITY OF WYANDOTTE
BID DEPOSIT LOG SHEET**

Bid #:		4837				
Bid Description:		2022 Downtown Sewer Clearing + CCTV inspections				
Bid Date:		November 14, 2022				
	Bidder/ Business Name	Address (City, State)	Amount	Check #/ Bid Bond (Y/N)	Check Return Date	Signature
1	Pipeline Mgmt. Company	Milford, MI	\$59,233. ⁰⁰			
2	Advanced Underground Inspection LLC	Westland, MI	46,816. ⁰⁰			
3	Inland Waters Pollution Control, Inc.	Detroit, MI	58,433.50			
4	PIPEFOR INFRASTRUCTURE SVCS 15155 FUEL ST.	PLYMOUTH MI. 48170	43,198. ⁰⁰			
5	ROGUE IND. SVCS 1250 FOX CHASE RD	BLOOMFIELD HILLS 48301	21,352.50			
6	CORBY ENERGY SVCS 6001 SCHOONMAKER	BELLEVILLE MI 48112	29,647. ⁰⁰			
7	DVM UTILITIES 6045 SIMS STE 2	STORLING HTS 48313-3711	\$27,629. ⁰⁰			
8						
9						
10						

INSTRUCTIONS TO BIDDERS

The City of Wyandotte will receive sealed bids at 3200 Biddle Avenue, Wyandotte, Michigan, for the "FILE #4837 – 2022 DOWNTOWN CCTV INSPECTIONS" at 2:00 p.m., Local Standard Time, November 14, 2022 at which time said bids will be publicly opened and read aloud.

Specifications, including blank proposal, contract and bond forms are only available from the Michigan Inter-governmental Trade Network (MITN) website at www.mitn.info.

Bids shall state price for all items as specified, which price shall be in full for all labor and materials for the complete execution of the work. 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. Contract may be let in its entirety only or portions of bid.

The bidder must accompany his bid with a bidder's bond, certified check, or cashier's check payable to the City of Wyandotte for the sum of not less than 5% of the amount bid. If the bidder does not submit said bidder's bond, certified check, or cashier's check, then the City will not consider your bid. In the event the successful bidder fails or neglects to enter into contract with the City, and furnish the necessary bonds all within twenty (20) days of the date of the award, the bidders bond or certified or cashier's check shall be forfeited to the City of Wyandotte as liquidated damages.

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, SubTitle 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 with bidder's bond, certified check, or cashier's check 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, November 14, 2022, and the sealed envelope shall be titled "FILE #4837 – 2022 DOWNTOWN CCTV INSPECTIONS".

All questions or concerns shall be directed to James Karp, City of Wyandotte Engineering and Building Department, via email at:

jkarp@wyandottemi.gov

2022 DOWNTOWN SEWER CLEANING AND CCTV INSPECTIONS

Page 1 of 3

NOVEMBER 14, 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, 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 the work according to a mutually agreed upon construction sequence to be determined at a pre-construction meeting held after all contracts and bonds have been submitted, and to complete all work on or before **May 1, 2023**, unless shortage of material or other causes beyond the Contractor's control prohibit him from doing so. The Contractor and Engineer to agree on a start date at the preconstruction meeting.

BASE BID ITEMS

Item #1: 1,143 LFT Televis with PACP Reporting, Open Alley, Sewer, 8 inch
@ ONE POINT FIVE DOLLARS (\$ 1.50)/LFT \$ 1,714.50

Item #2: 428 LFT Televis with PACP Reporting, Open Alley, Sewer, 10 inch
@ ONE POINT FIVE DOLLARS (\$ 1.50)/LFT \$ 642.00

Item #3: 1,546 LFT Televis with PACP Reporting, Open Alley, Sewer, 12 inch
@ ONE POINT FIVE DOLLARS (\$ 1.50)/LFT \$ 2,319.00

Item # 4 1,108 LFT Televis with PACP Reporting, Open Alley, Sewer, 18 inch
@ TWO DOLLARS (\$ 2.00)/LFT \$ 2,216.00

Item #5: 524 LFT Televis with PACP Reporting, Open Alley, Sewer, 21 inch
@ THREE DOLLARS (\$ 3.00)/LFT \$ 1,572.00

2022 DOWNTOWN SEWER CLEANING AND CCTV INSPECTIONS

Page 2 of 3

Item #6: 1,143 LFT Sewer Cleaning, Open Alley, 8 inch
 @ ONE DOLLARS (\$ 1.00)/LFT \$ 1,143.00

Item #7: 428 LFT Sewer Cleaning, Open Alley, 10 inch
 @ ONE DOLLARS (\$ 1.00)/LFT \$ 428.00

Item #8: 1,546 LFT Sewer Cleaning, Open Alley, 12 inch
 @ ONE DOLLARS (\$ 1.00)/LFT \$ 1,546.00

Item #9: 1,108 LFT Sewer Cleaning, Open Alley, 18 inch
 @ ONE DOLLARS (\$ 1.00)/LFT \$ 1,108.00

Item #10: 524 LFT Sewer Cleaning, Open Alley, 21 inch
 @ ONE DOLLARS (\$ 1.00)/LFT \$ 524.00

ADDITIONAL BID ITEMS, only to be used as needed: (If more than 3 passes through the sewer line is required.)

Item #11: 10 HR Heavy Sewer Cleaning, Open Alley, 8 inch
 @ ONE HUNDRED EIGHTY FIVE DOLLARS (\$ 185.00)/HR \$ 1,850.00

Item #12: 5 HR Heavy Sewer Cleaning, Open Alley, 10 inch
 @ ONE HUNDRED EIGHTY FIVE DOLLARS (\$ 185.00)/HR \$ 925.00

Item #13: 15 HR Heavy Sewer Cleaning, Open Alley, 12 inch
 @ ONE HUNDRED EIGHTY FIVE DOLLARS (\$ 185.00)/HR \$ 2,775.00

Item #14: 8 HR Heavy Sewer Cleaning, Open Alley, 18 inch
 @ ONE HUNDRED EIGHTY FIVE DOLLARS (\$ 185.00)/HR \$ 1,480.00

Item #15: 6 HR Heavy Sewer Cleaning, Open Alley, 21 inch
 @ ONE HUNDRED EIGHTY FIVE DOLLARS (\$ 185.00)/HR \$ 1,110.00

TOTAL BID = BASE BID + ADDITIONAL BID = \$ 21,352.50

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.	Date Received	Received By
<u>1</u>	<u>11/1/2022</u>	<u>C. DuComb (CHRISTOPHER DUCOMB, MANAGING MEMBER)</u>
_____	_____	_____

CONTRACTOR: ROGUE INDUSTRIAL SERVICES, LLC

SIGNED: 

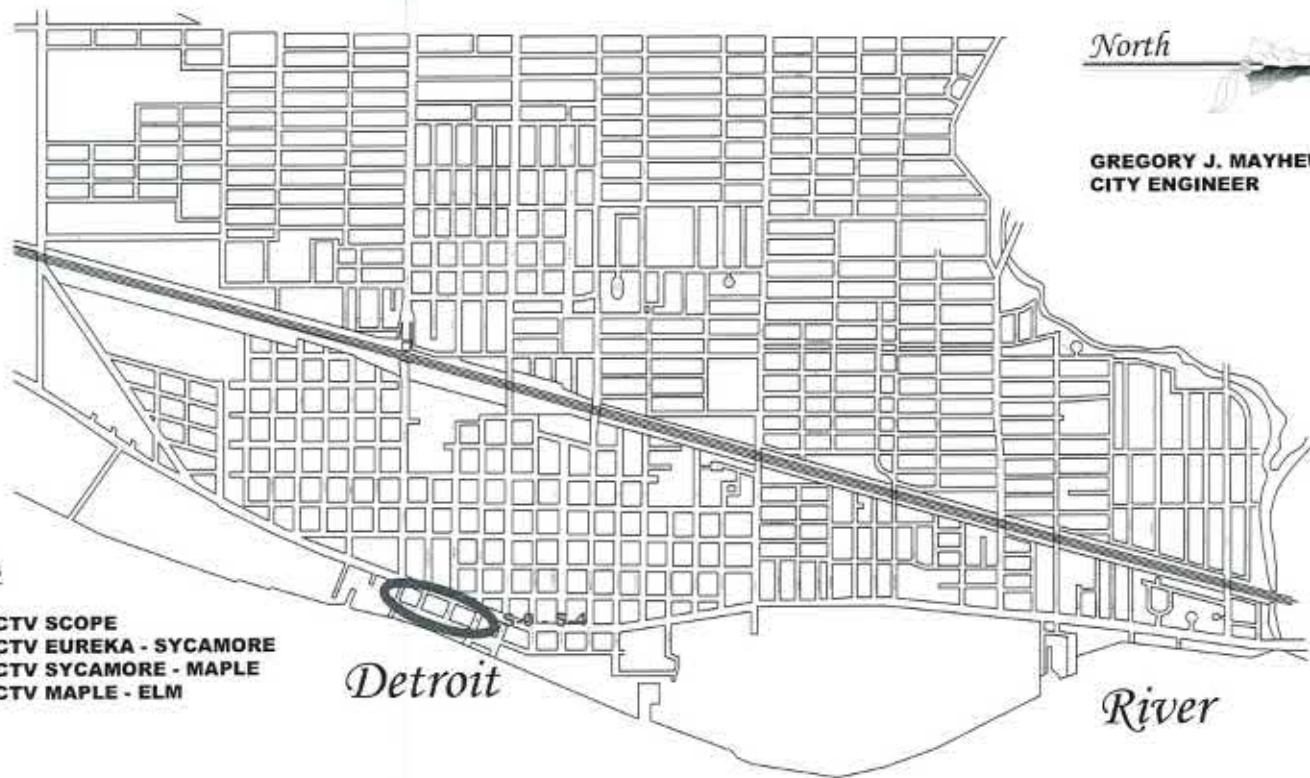
BY (Printed Name & Title): CHRISTOPHER DUCOMB, MANAGING MEMBER

ADDRESS: 1250 FOX CHASE RD BLOOMFIELD HILLS, MI 48301

PHONE NO: (313) 468-8888

EMAIL: cducomb@rogueindustrial.com

CITY OF WYANDOTTE 2022 DOWNTOWN CCTV INSPECTIONS



North

GREGORY J. MAYHEW
CITY ENGINEER

CCTV INSPECTIONS

- | | |
|-----|---------------------------------|
| T-1 | TITLE SHEET |
| S-1 | DOWNTOWN CCTV SCOPE |
| S-2 | DOWNTOWN CCTV EUREKA - SYCAMORE |
| S-3 | DOWNTOWN CCTV SYCAMORE - MAPLE |
| S-4 | DOWNTOWN CCTV MAPLE - ELM |

Detroit

River

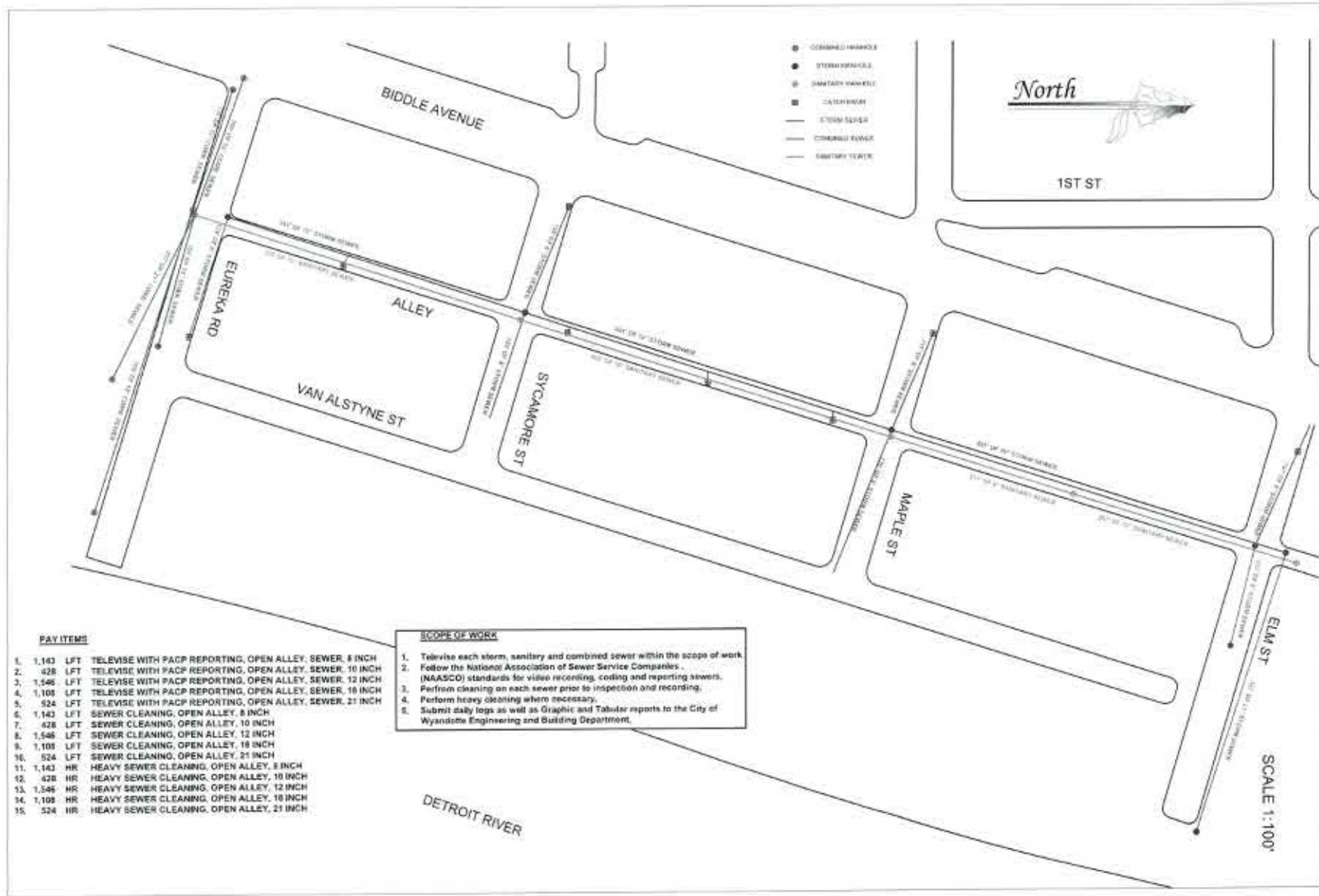
PROPOSED LOCATIONS MARKED WITH —

2022
DOWNTOWN CCTV
TITLE SHEET

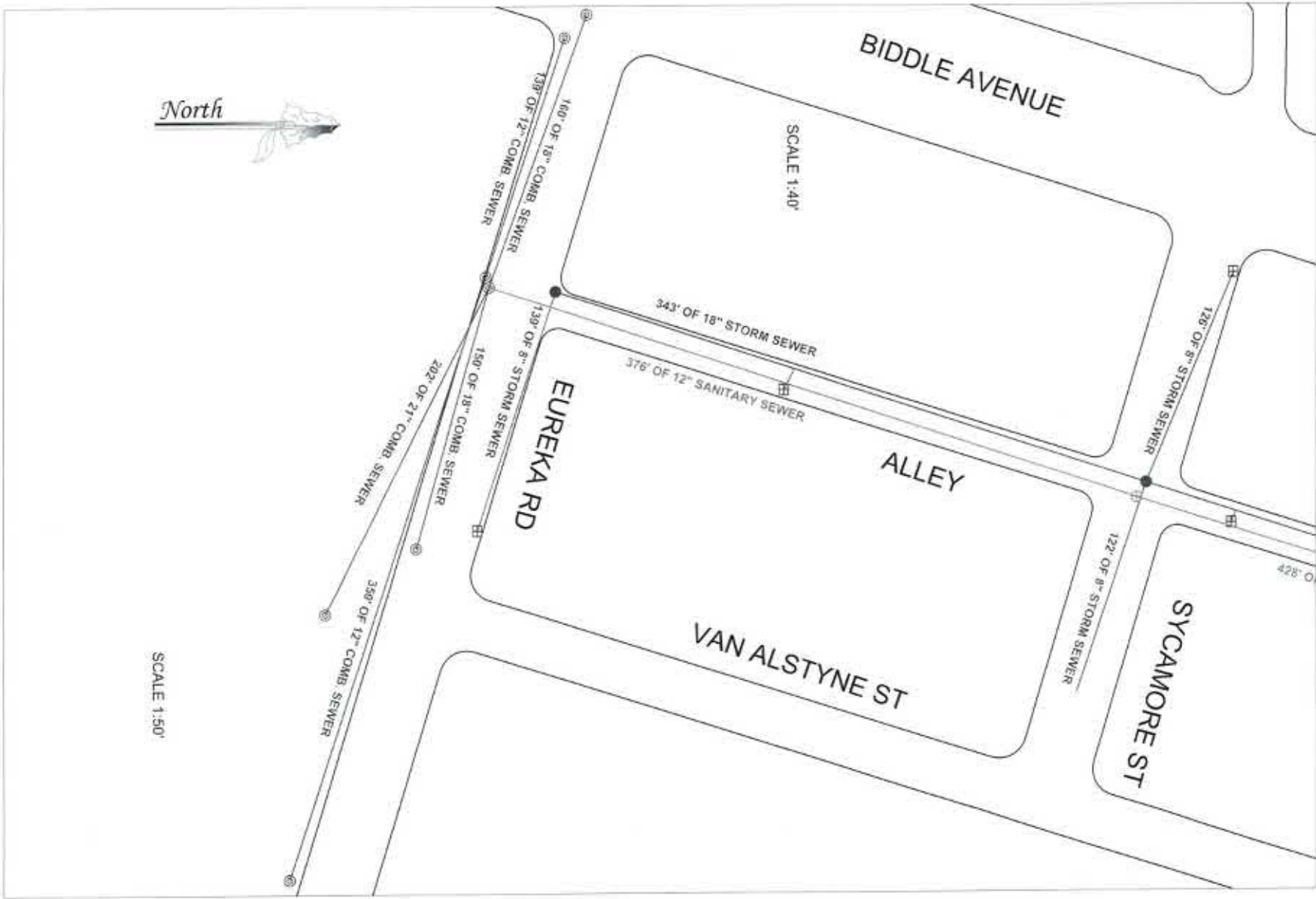
CITY OF WYANDOTTE - DEPT. OF ENGINEERING
1000 W. WYANDOTTE AVENUE, SUITE 200
WYANDOTTE, MI 48194
TEL: 313.226.1000 FAX: 313.226.1001
WWW.WYANDOTTEMI.GOV

T-1

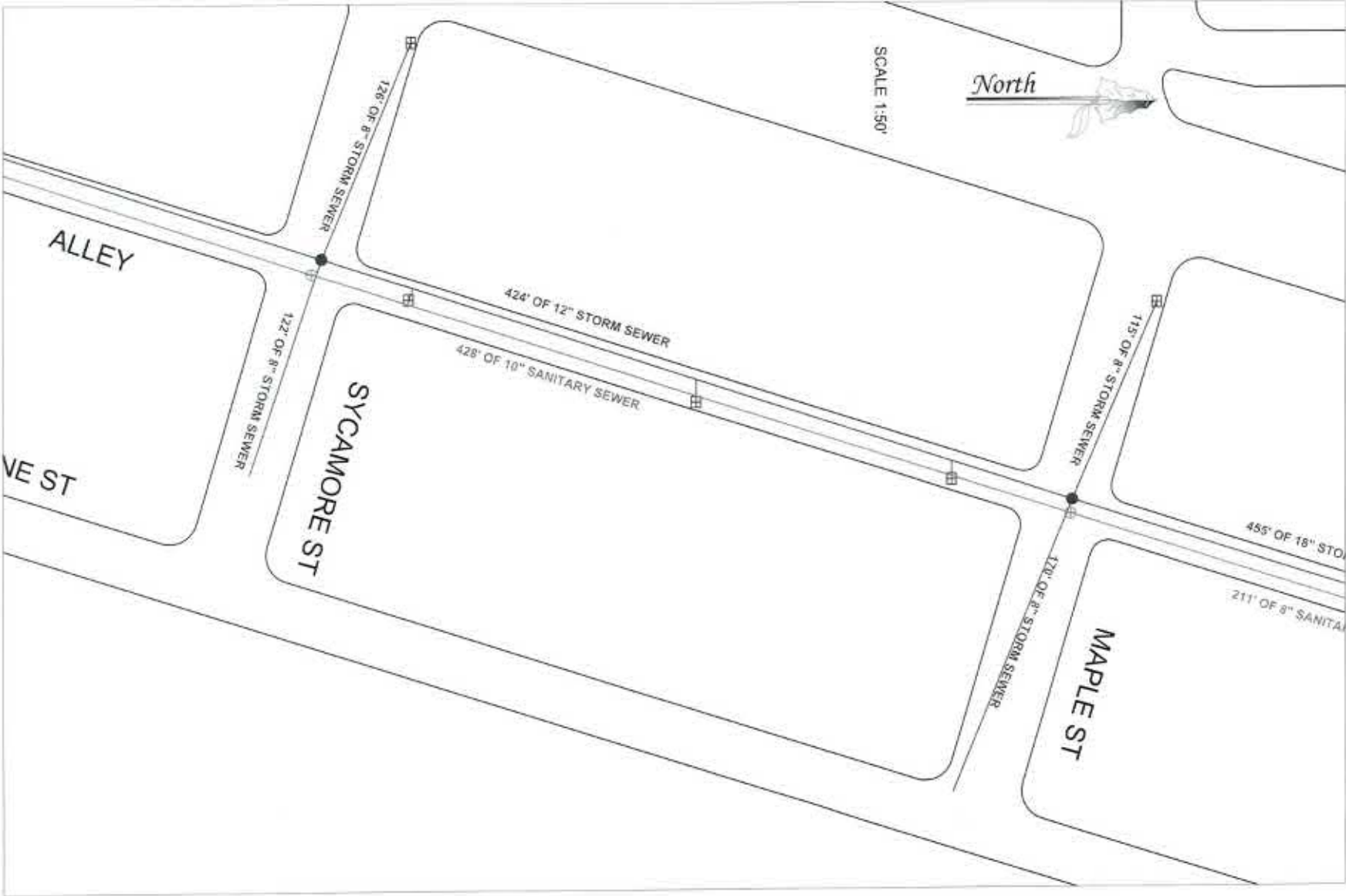
CITY OF WYANDOTTE 2022 DOWNTOWN CCTV SCOPE



CITY OF WYANDOTTE 2022 DOWNTOWN CCTV EUREKA - SYCAMORE

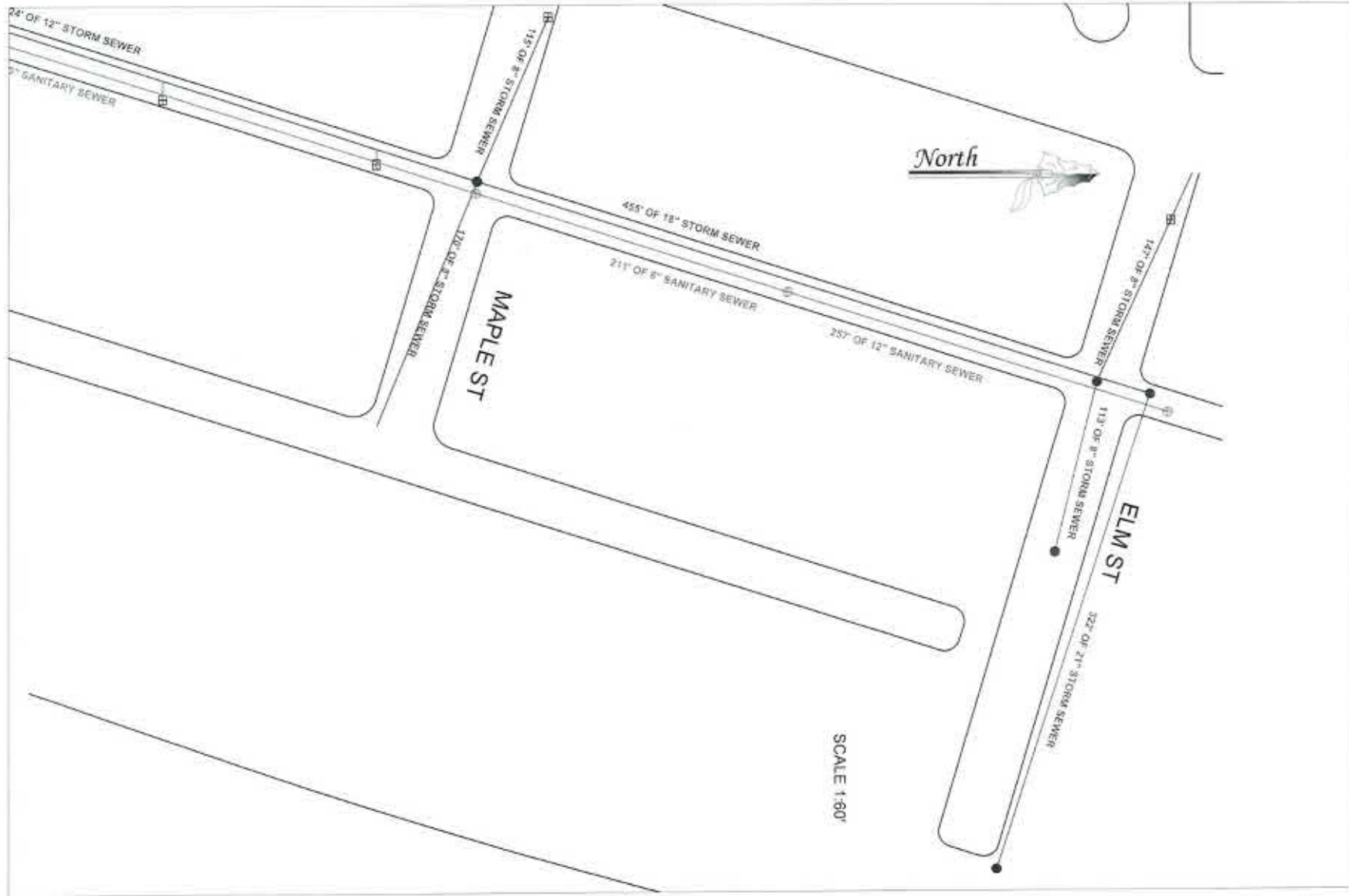


CITY OF WYANDOTTE 2022 DOWNTOWN CCTV SYCAMORE - MAPLE



		2022 DOWNTOWN CCTV SYCAMORE-MAPLE	
		CITY OF WYANDOTTE - DEPT. OF ENGINEERING 1000 W. LUTHER ST., WYANDOTTE, MI 48196 TEL: 313.226.1000 FAX: 313.226.1001 WWW.CITYOFWYANDOTTE.MI	
S-3			

CITY OF WYANDOTTE 2022 DOWNTOWN CCTV MAPLE - ELM



S-4	CITY OF WYANDOTTE - DEPT. OF ENGINEERING WYANDOTTE, OHIO 48195 PROJECT NO. 2022-001 DATE: 10/10/2022	2022 DOWNTOWN CCTV MAPLE-ELM	
-----	---	------------------------------------	--

Bills & Accounts

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
JOURNALIZED PAID
BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12593							
731-000-228-021	Due to State-W/H	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	PENSION 11/15/22	11/15/22	13,799.58	12593
			Total For Check 12593			13,799.58	
Check 12594							
101-000-654-000	Receipts-Yack Concessions	STATE OF MICHIGAN TREASURY DEPT	SALES TAX STATE OF MICHIGAN	OCTOBER 2022	11/15/22	180.03	12594
525-750-925-770	Taxes	STATE OF MICHIGAN TREASURY DEPT	SALES TAX STATE OF MICHIGAN	OCTOBER 2022	11/15/22	174.48	12594
			Total For Check 12594			354.51	
Check 12595							
731-000-228-024	Due to Federal-Income Taxes	U.S. TAX ACCOUNT	US TAX ACCOUNT	PENSION 11/15/22	11/15/22	61,078.59	12595
			Total For Check 12595			61,078.59	
Check 12596							
101-301-750-220	Operating Expenses	ABSOPURE WATER COMPANY	ACCT. NO. 917639, STATEMENT NO. 78698413, BOTTLED WATER FOR EXERCISE ROOM 10/17/22	88579521	11/16/22	45.25	12596
			Total For Check 12596			45.25	
Check 12597							
525-750-750-250	Course Maintenance	ACEE DEUCEE PORTA CAN	GOLF COURSE PORTA CANS	1417214	11/16/22	240.00	12597
			Total For Check 12597			240.00	
Check 12598							
590-200-926-310	Operation,Maintenance & Replacement	ADVANTAGE PEST CONTROL	OCTOBER 22 TOTAL CITY RAT SERVICE	CITY OCT 22	11/16/22	3,350.00	12598
			Total For Check 12598			3,350.00	
Check 12599							
202-440-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#14 2022 HMA RESURFACING PROJECT FILE #4800	RESURFACING	11/16/22	4,428.00	12599
492-200-825-460	Resurfacing	AL'S ASPHALT PAVING CO INC	EE#14 2022 HMA RESURFACING PROJECT FILE #4800	RESURFACING	11/16/22	119,085.16	12599
			Total For Check 12599			123,513.16	
Check 12600							
101-336-825-371	HTE Maintenance	ALADTEC INC	ANNUAL FEE 10/1/2022-9/30/2023	INV00227293	11/16/22	2,348.86	12600
			Total For Check 12600			2,348.86	
Check 12601							
101-840-725-110	Inspector	Alberta Haunert	Inspector	NOV2022ELECTION	11/16/22	175.00	12601
			Total For Check 12601			175.00	
Check 12602							
101-840-725-110	Co-Chairperson	Alice M Ugljesa	Co-Chairperson	NOV2022ELECTION	11/16/22	200.00	12602
			Total For Check 12602			200.00	
Check 12603							
101-325-725-190	Uniforms	ALLIE BROTHERS UNIFORM	GILEVICH UNIFORMS	89148	11/16/22	454.93	12603
			Total For Check 12603			454.93	
Check 12604							
101-302-925-790	Miscellaneous	ALPHA PSYCHOLOGICAL SERVICES	PYSCHOLOGICAL EXAM FOR DISPATCHER MARKS	DISP. MARKS	11/16/22	750.00	12604
			Total For Check 12604			750.00	
Check 12605							
101-840-725-110	Election Office Help	Amber Dinnellari	Election Office Help	NOV2022ELECTION	11/16/22	300.00	12605
			Total For Check 12605			300.00	
Check 12606							
101-840-725-110	Inspector	Arleen Bryl	Inspector	NOV2022ELECTION	11/16/22	175.00	12606
			Total For Check 12606			175.00	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12607							
101-840-725-110	Inspector	Arreola De La Fuente	Inspector	NOV2022ELECTION	11/16/22	175.00	12607
			Total For Check 12607			175.00	
Check 12608							
101-336-825-430	Auto Maintenance	AUTO-WARES INC	HOSE/CABLE BOOSTER	349-293473	11/16/22	341.78	12608
			Total For Check 12608			341.78	
Check 12609							
101-336-750-220	Operating Expenses	BAKERS GAS & WELDING SUPPLIES	PROPANE	0009286428	11/16/22	109.90	12609
101-336-750-222	Medical/Rescue Supplies	BAKERS GAS & WELDING SUPPLIES	MEDICAL OXYGEN	0001759614	11/16/22	199.33	12609
101-448-750-260	Garage-Operating Expenses	BAKERS GAS & WELDING SUPPLIES	CYLINDER RENTAL OCT 2022	0009286248	11/16/22	180.78	12609
			Total For Check 12609			490.01	
Check 12610							
101-840-725-110	Inspector	Bonnie Pawlik	Inspector	NOV2022ELECTION	11/16/22	175.00	12610
			Total For Check 12610			175.00	
Check 12611							
101-336-750-222	Medical/Rescue Supplies	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	84734289	11/16/22	451.33	12611
			Total For Check 12611			451.33	
Check 12612							
677-200-825-450	Worker's Comp Insurance	BROADSPIRE SERVICES INC	LOSSES VALUED 10/01/2022 - 10/31/2022	210272233	11/16/22	245.37	12612
677-448-825-320	Worker's Comp-Medical Fees	BROADSPIRE SERVICES INC	LOSSES VALUED 10/01/2022 - 10/31/2022	210272233	11/16/22	1,265.42	12612
677-448-825-330	Worker's Comp-Legal Fees	BROADSPIRE SERVICES INC	LOSSES VALUED 10/01/2022 - 10/31/2022	210272233	11/16/22	869.00	12612
			Total For Check 12612			2,379.79	
Check 12613							
101-448-825-430	Garage-Police Vehicle Maintenance	BUDGET TIRE COMPANY	STOCK TIRE'S POLICE	1-GS213096	11/16/22	599.00	12613
			Total For Check 12613			599.00	
Check 12614							
101-840-725-110	Inspector	Cassandra Deszi	Inspector	NOV2022ELECTION	11/16/22	150.00	12614
			Total For Check 12614			150.00	
Check 12615							
101-840-725-110	Inspector	Cheryl Thoms	Inspector	NOV2022ELECTION	11/16/22	150.00	12615
			Total For Check 12615			150.00	
Check 12616							
101-840-725-110	Inspector	Christine Hensley	Inspector	NOV2022ELECTION	11/16/22	175.00	12616
			Total For Check 12616			175.00	
Check 12617							
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	11092022	11/16/22	300.00	12617
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	11072022	11/16/22	425.00	12617
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	11032022	11/16/22	225.00	12617
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	11012022	11/16/22	450.00	12617
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTEDA TTORNEY	10312022	11/16/22	225.00	12617
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	10282022	11/16/22	225.00	12617
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	10272022	11/16/22	325.00	12617
			Total For Check 12617			2,175.00	
Check 12618							
101-000-257-056	Reserve-Boat Ramp Operations	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	12.96	12618
101-200-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	16.42	12618
101-301-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	152.44	12618

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 11/10/2022 - 11/16/2022

JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-303-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	16.42	12618
101-303-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	91.58	12618
101-336-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	101.52	12618
101-448-825-930	Heat(Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	29.83	12618
101-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	442.24	12618
101-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	0.61	12618
101-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	16.27	12618
101-756-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	1,260.72	12618
101-756-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	156.65	12618
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	44.89	12618
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	19.88	12618
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	58.44	12618
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	81.63	12618
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	67.18	12618
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	78.93	12618
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	194.61	12618
530-444-825-930	Heat(Gas)-Bank Bldg	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - OCTOBER 2022	3613414	11/16/22	253.06	12618
			Total For Check 12618			3,096.28	
Check 12619							
101-440-750-210	Office Supplies	CONTRACTORS CONNECTION	MARKING PAINT	7170158	11/16/22	285.60	12619
101-448-750-231	Const-Signage,Striping,Barricades	CONTRACTORS CONNECTION	TYPE 2 BARRICADES TO CLOSE SIDEWALK 20TH ST FOR COCKROACHES	7170157	11/16/22	1,557.00	12619
			Total For Check 12619			1,842.60	
Check 12620							
101-448-750-261	Garage-Gasoline & Oil	CORRIGAN OIL CO	FUEL FOR DPS 2.8310 PER GALLON TOTAL GALLONS 5,001.00	7656264-IN	11/16/22	14,232.44	12620
			Total For Check 12620			14,232.44	
Check 12621							
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	11042022	11/16/22	350.00	12621
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	11082022	11/16/22	200.00	12621
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	11092022	11/16/22	500.00	12621
			Total For Check 12621			1,050.00	
Check 12622							
101-301-750-220	Operating Expenses	CROWN TROPHY	PLAQUES FOR EMPLOYEE APPRECIATION NIGHT	1597	11/16/22	289.50	12622
			Total For Check 12622			289.50	
Check 12623							
285-225-925-860	Art Fair	DAVID FULLER	REPLACEMENT LAPTOP	BBY01-806690938236	11/16/22	699.99	12623
285-225-925-860	Art Fair	DAVID FULLER	PRESENTATION PROJECTOR	BBY-0401060325711032	11/16/22	599.99	12623
285-225-925-860	Art Fair	DAVID FULLER	MS OFFICE LICENSE FOR REPLACEMENT LAPTOP	1833134128-SE	11/16/22	399.99	12623
			Total For Check 12623			1,699.97	
Check 12624							
101-840-725-110	Inspector	Deanna Wagner	Inspector	NOV2022ELECTION	11/16/22	175.00	12624
			Total For Check 12624			175.00	
Check 12625							
101-840-725-110	Co-Chairperson	Deborah Maciag	Co-Chairperson	NOV2022ELECTION	11/16/22	200.00	12625
			Total For Check 12625			200.00	
Check 12626							
101-000-257-057	Reserve-Police Training	DEWOLF & ASSOCIATES	JUDGE - FIRST LINE SUPERVISION	1654	11/16/22	595.00	12626
			Total For Check 12626			595.00	
Check 12627							
101-840-725-110	Inspector	Diane Waligora	Inspector	NOV2022ELECTION	11/16/22	175.00	12627

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Total For Check 12627						175.00	
Check 12628							
101-448-825-430	Garage-Police Vehicle Maintenance	DICK GENTHE CHEVROLET	WINDOW SWITCH FOR VP 7-19 VIN 1GNLC2EC2FR576901	33872	11/16/22	62.78	12628
101-448-825-430	Garage-Police Vehicle Maintenance	DICK GENTHE CHEVROLET	DOOR LOCK SWITCH FOR VP 7-7 VIN 1GNLC2EC7FR577056	18668	11/16/22	62.78	12628
Total For Check 12628						125.56	
Check 12629							
101-136-750-228	Regional Wellness & Recovery Court	DNA DRUG & ALCOHOL TESTING CENTERS	DNA OCTOBER Q1 2023	2077	11/16/22	600.00	12629
Total For Check 12629						600.00	
Check 12630							
101-840-725-110	Chairperson	Donna Priebe	Chairperson	NOV2022ELECTION	11/16/22	200.00	12630
Total For Check 12630						200.00	
Check 12631							
101-440-825-490	C of C Inspectors	DOUGLAS SCOTT THOMAS	INSPECTIONS	10242022-11062022	11/16/22	228.50	12631
Total For Check 12631						228.50	
Check 12632							
101-440-825-490	C of C Inspectors	EDWARD & BONNIE RINGLER	INSPECTIONS	10242022-11062022	11/16/22	639.50	12632
101-440-825-491	Electrical Inspectors	EDWARD & BONNIE RINGLER	INSPECTIONS	10242022-11062022	11/16/22	460.00	12632
Total For Check 12632						1,099.50	
Check 12633							
202-440-825-460	Resurfacing	EJ USA, INC.	REPLACEMENT CATCH BASIN FRAMES 5080Z	110220079799	11/16/22	9,042.60	12633
Total For Check 12633						9,042.60	
Check 12634							
101-840-725-110	Inspector	Eleanor M. Samyn	Inspector	NOV2022ELECTION	11/16/22	175.00	12634
Total For Check 12634						175.00	
Check 12635							
101-448-750-260	Garage-Operating Expenses	ELECTRICAL TERMINAL SERVICE	STOCK HOOKS AND PLATES	963542-00	11/16/22	33.27	12635
101-448-750-260	Garage-Operating Expenses	ELECTRICAL TERMINAL SERVICE	STOCK HITCH AND SHRINK TUBING	947373-01	11/16/22	1,078.43	12635
Total For Check 12635						1,111.70	
Check 12636							
101-136-750-228	Regional Wellness & Recovery Court	ELECTRONIC MONITORING SYSTEMS	Q1 EMS TETHER FOR OCTOBER	123982	11/16/22	279.00	12636
Total For Check 12636						279.00	
Check 12637							
101-448-750-260	Garage-Operating Expenses	EXOTIC AUTOMATION & SUPPLY	STOCK HYD REPAIR FITTINGS	11362400	11/16/22	29.19	12637
Total For Check 12637						29.19	
Check 12638							
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	WAC - TIDY CAT	838676	11/16/22	239.85	12638
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	WAC - TIDY CAT	838693	11/16/22	191.88	12638
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	DCAC - MISC. SUPPLIES	639807	11/16/22	262.88	12638
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	DCAC - FRISKIES	458851	11/16/22	14.85	12638
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	WAC - TIDY CAT	838692	11/16/22	287.82	12638
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	WAC - TIDY CAT	639804	11/16/22	255.84	12638
101-303-825-220	Operating Expenses	FEED RITE PET SHOP & SUPPLY	DCAC - FRISKIES CANNED CAT FOOD	639810	11/16/22	28.71	12638
265-301-925-730	Other Expenses - State	FEED RITE PET SHOP & SUPPLY	K9 ICE WELLNESS CORE	639812	11/16/22	67.99	12638
Total For Check 12638						1,349.82	
Check 12639							
101-756-750-235	Cleaning Supplies	FLASH RESALE/WHOLESALE LLC	YACK CLEANING SUPPLIES	69549	11/16/22	432.60	12639

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Total For Check 12639			<u>432.60</u>	
Check 12640							
101-840-725-110	Polling Location	FOP	Polling Location	NOV2022ELECTION	11/16/22	<u>250.00</u>	12640
			Total For Check 12640			<u>250.00</u>	
Check 12641							
101-750-750-220	Operating Expenses	FORTE PAYMENT SYSTEMS INC	MONTHLY FEE	0010026459	11/16/22	<u>26.59</u>	12641
			Total For Check 12641			<u>26.59</u>	
Check 12642							
101-840-725-110	Inspector	George Lukawski	Inspector	NOV2022ELECTION	11/16/22	<u>175.00</u>	12642
			Total For Check 12642			<u>175.00</u>	
Check 12643							
101-840-725-110	Inspector	Geraldine Rose Bidari	Inspector	NOV2022ELECTION	11/16/22	<u>175.00</u>	12643
			Total For Check 12643			<u>175.00</u>	
Check 12644							
101-840-725-110	Co-Chairperson	Geri Rutkowski	Co-Chairperson	NOV2022ELECTION	11/16/22	<u>200.00</u>	12644
			Total For Check 12644			<u>200.00</u>	
Check 12645							
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	10272022	11/16/22	500.00	12645
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	11012022	11/16/22	425.00	12645
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	11032022	11/16/22	<u>350.00</u>	12645
			Total For Check 12645			<u>1,275.00</u>	
Check 12646							
101-000-202-000	A/P-Accrued	GRUNWELL CASHERO CO	2021 HISTORICAL HOMES RESTORATON FILE #487	2	11/16/22	26,740.00	12646
101-000-257-071	Reserve-Museum	GRUNWELL CASHERO CO	2021 HISTORICAL HOMES RESTORATON FILE #487	2	11/16/22	950.00	12646
101-000-257-082	Reserve-Friends of Museum Donation	GRUNWELL CASHERO CO	2021 HISTORICAL HOMES RESTORATON FILE #487	2	11/16/22	<u>18,660.00</u>	12646
			Total For Check 12646			<u>46,350.00</u>	
Check 12647							
101-756-825-430	Contractual Services	HAYES PRECISION, INC.	ZAMBONI BLADE SHARPENING	15192	11/16/22	<u>87.15</u>	12647
			Total For Check 12647			<u>87.15</u>	
Check 12648							
101-301-825-430	Equipment Maintenance	HERKIMER RADIO SERVICE	MOTOROLA STUBBY ANTENNA 1/4 WAVE	28706	11/16/22	321.90	12648
101-301-825-430	Equipment Maintenance	HERKIMER RADIO SERVICE	VEH. 7-9, REMOVAL OF RADIO & ACCESSORIES & RADAR	29125	11/16/22	<u>101.55</u>	12648
			Total For Check 12648			<u>423.45</u>	
Check 12649							
101-840-725-110	Inspector	Inga Balke	Inspector	NOV2022ELECTION	11/16/22	<u>150.00</u>	12649
			Total For Check 12649			<u>150.00</u>	
Check 12650							
101-750-825-430	Contractual Services	J C EHRLICH	COPELAND PEST CONTROL	27588509	11/16/22	<u>56.50</u>	12650
			Total For Check 12650			<u>56.50</u>	
Check 12651							
101-840-725-110	Co-Chairperson	Jack M Priebe	Co-Chairperson	NOV2022ELECTION	11/16/22	<u>175.00</u>	12651
			Total For Check 12651			<u>175.00</u>	
Check 12652							
101-840-725-110	Co-Chairperson	Jan Marie Goodell	Co-Chairperson	NOV2022ELECTION	11/16/22	<u>200.00</u>	12652
			Total For Check 12652			<u>200.00</u>	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12653							
101-840-725-110	Inspector	Jared White	Inspector	NOV2022ELECTION	11/16/22	175.00	12653
			Total For Check 12653			175.00	
Check 12654							
101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEW	10242022-11062022	11/16/22	504.00	12654
			Total For Check 12654			504.00	
Check 12655							
101-840-725-110	Inspector	Jean Pilon	Inspector	NOV2022ELECTION	11/16/22	175.00	12655
			Total For Check 12655			175.00	
Check 12656							
101-840-725-110	Chairperson	Jeanette Rene McComb	Chairperson	NOV2022ELECTION	11/16/22	225.00	12656
			Total For Check 12656			225.00	
Check 12657							
101-440-825-490	C of C Inspectors	JEFF EVANS	INSPECTIONS	10242022-11062022	11/16/22	981.50	12657
			Total For Check 12657			981.50	
Check 12658							
101-440-825-490	C of C Inspectors	JEFFERY CARLEY	INSPECTIONS	1024202211062022	11/16/22	847.50	12658
			Total For Check 12658			847.50	
Check 12659							
101-336-750-220	Operating Expenses	JERRY'S ACE HARDWARE	PLUG/COUPLER/HOSE BARB & CLAMP/HARDWARE	76505	11/16/22	21.77	12659
101-336-750-220	Operating Expenses	JERRY'S ACE HARDWARE	ANTIFREEZE/OIL	76523	11/16/22	42.72	12659
101-336-750-220	Operating Expenses	JERRY'S ACE HARDWARE	OIL 2	76657	11/16/22	15.16	12659
101-336-825-490	Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	CHAINSAW/LITHUIM BATTERY	76666	11/16/22	663.10	12659
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES DPS	76725	11/16/22	17.26	12659
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES DPS	76667	11/16/22	43.64	12659
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES DPS	76700	11/16/22	4.74	12659
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	SHOP SUPPLIES DPS	76699	11/16/22	16.10	12659
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	BATTERY	76674	11/16/22	22.78	12659
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76704	11/16/22	7.77	12659
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	KEYS	76730	11/16/22	7.56	12659
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	76709	11/16/22	70.26	12659
101-756-825-420	Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	MISC SUPPLIES	76591	11/16/22	48.42	12659
101-756-825-420	Bldg & Equip Maintenance	JERRY'S ACE HARDWARE	MISC SUPPLIES	76676	11/16/22	34.17	12659
			Total For Check 12659			1,015.45	
Check 12660							
101-840-725-110	Receiving Board	Jesus Plasencia	Receiving Board	NOV2022ELECTION	11/16/22	100.00	12660
			Total For Check 12660			100.00	
Check 12661							
101-840-725-110	Co-Chairperson	Joel Andrew Adkins	Co-Chairperson	NOV2022ELECTION	11/16/22	175.00	12661
			Total For Check 12661			175.00	
Check 12662							
101-000-257-057	Reserve-Police Training	JOHN E REID AND ASSOCIATES	SEELEY & SLOAN - THE REID TECHNIQUE OF INVESTIGATIVE INTERVIEWING	93695C8E-0002	11/16/22	1,440.00	12662
			Total For Check 12662			1,440.00	
Check 12663							
101-840-725-110	Inspector	Joseph Lambrich	Inspector	NOV2022ELECTION	11/16/22	175.00	12663
			Total For Check 12663			175.00	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12664 101-840-725-110	Co-Chairperson	Judith Anne Jones	Co-Chairperson Total For Check 12664	NOV2022ELECTION	11/16/22	<u>200.00</u> 200.00	12664
Check 12665 101-840-725-110	Co-Chairperson	Judy Ann Fredrick	Co-Chairperson Total For Check 12665	NOV2022ELECTION	11/16/22	<u>200.00</u> 200.00	12665
Check 12666 101-840-725-110	Receiving Board	Julie Anne Sadlowski	Receiving Board Total For Check 12666	NOV2022ELECTION	11/16/22	<u>100.00</u> 100.00	12666
Check 12667 202-440-825-460	Resurfacing	JV CONTRACTING INC.	EE#2 2022 PAVEMENT MARKING PROGRAM FILE #4825 Total For Check 12667	PAVEMENT MARKING	11/16/22	<u>8,559.92</u> 8,559.92	12667
Check 12668 101-840-725-110	Inspector	Karl Balke	Inspector Total For Check 12668	NOV2022ELECTION	11/16/22	<u>150.00</u> 150.00	12668
Check 12669 101-840-725-110	Inspector	Kathy Kaul	Inspector Total For Check 12669	NOV2022ELECTION	11/16/22	<u>185.60</u> 185.60	12669
Check 12670 101-840-725-110	Receiving Board	Kelli Quartz	Receiving Board Total For Check 12670	NOV2022ELECTION	11/16/22	<u>100.00</u> 100.00	12670
Check 12671 101-840-725-110	Receiving Board	Kelly Roberts	Receiving Board Total For Check 12671	NOV2022ELECTION	11/16/22	<u>100.00</u> 100.00	12671
Check 12672 101-840-725-110	Co-Chairperson	Kelly Stec	Co-Chairperson Total For Check 12672	NOV2022ELECTION	11/16/22	<u>175.00</u> 175.00	12672
Check 12673 101-840-725-110	Inspector	Kevin Creeden	Inspector Total For Check 12673	NOV2022ELECTION	11/16/22	<u>175.00</u> 175.00	12673
Check 12674 101-840-725-110	Inspector	Kevin Spicer	Inspector Total For Check 12674	NOV2022ELECTION	11/16/22	<u>175.00</u> 175.00	12674
Check 12675 101-840-725-110	Inspector	Kim Janeski	Inspector Total For Check 12675	NOV2022ELECTION	11/16/22	<u>175.00</u> 175.00	12675
Check 12676 101-840-725-110	Inspector	Laurie Mata	Inspector Total For Check 12676	NOV2022ELECTION	11/16/22	<u>175.00</u> 175.00	12676
Check 12677 101-301-750-220	Operating Expenses	LAW ENFORCEMENT TARGETS INC.	POLICE SNIPER TARGETS FOR GUN RANGE Total For Check 12677	0555708-IN	11/16/22	<u>271.50</u> 271.50	12677
Check 12678 285-225-925-825	Christmas Parade	LAWRENCE OLSZEWSKI	PARADE SANTA AND MRS CLAUS	1092022	11/16/22	150.00	12678

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
285-225-925-860	Art Fair	LAWRENCE OLSZEWSKI	SANTA AND MRS CLAUS FOR SHOP WITH A COP	1092022	11/16/22	187.50	12678
			Total For Check 12678			337.50	
Check 12679							
101-756-750-225	Concession Supplies	LEONARD'S SYRUPS	SLUSH MIX FOR YACK CONCESSION	4401517828	11/16/22	160.00	12679
			Total For Check 12679			160.00	
Check 12680							
101-840-725-110	Chairperson	Leslie Gene Lupo	Chairperson	NOV2022ELECTION	11/16/22	225.00	12680
			Total For Check 12680			225.00	
Check 12681							
492-200-850-528	Tree Maintenance	LIMB WALKERS TREE & SNOW	EE#6 2022 TREE CUTTING, TREE TRIMMING AND STUMP REMOVAL FILE #4826	TREE CUTTING	11/16/22	23,067.00	12681
			Total For Check 12681			23,067.00	
Check 12682							
101-840-725-110	Inspector	Linda Garant	Inspector	NOV2022ELECTION	11/16/22	175.00	12682
			Total For Check 12682			175.00	
Check 12683							
101-840-725-110	Chairperson	Linda Susko	Chairperson	NOV2022ELECTION	11/16/22	225.00	12683
			Total For Check 12683			225.00	
Check 12684							
101-840-725-110	Inspector	Lisa A Dezsi	Inspector	NOV2022ELECTION	11/16/22	175.00	12684
			Total For Check 12684			175.00	
Check 12685							
101-440-825-490	C of C Inspectors	MARK KUSIAK	INSPECTIONS	10242022-11062022	11/16/22	444.00	12685
			Total For Check 12685			444.00	
Check 12686							
101-301-750-220	Operating Expenses	MISTER UNIFORM & MAT RENTAL	POLICE - MAT RENTAL SERVICE 10/7/22	2342659	11/16/22	53.00	12686
			Total For Check 12686			53.00	
Check 12687							
101-840-725-110	AVCB Inspector	Neal Weick	AVCB Inspector	NOV2022ELECTION	11/16/22	200.00	12687
			Total For Check 12687			200.00	
Check 12688							
101-840-725-110	Inspector	Neala Grace Callan	Inspector	NOV2022ELECTION	11/16/22	175.00	12688
			Total For Check 12688			175.00	
Check 12689							
101-840-725-110	Chairperson	Nicole Ellen Rowland	Chairperson	NOV2022ELECTION	11/16/22	300.00	12689
			Total For Check 12689			300.00	
Check 12690							
677-136-825-340	Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	RICHARD RABENORT - NEW HIRE	714551945	11/16/22	93.00	12690
			Total For Check 12690			93.00	
Check 12691							
101-840-725-110	Inspector	Paul Wieckowski	Inspector	NOV2022ELECTION	11/16/22	175.00	12691
			Total For Check 12691			175.00	
Check 12692							
101-000-257-071	Reserve-Museum	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	9.77	12692
101-000-257-071	Reserve-Museum	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	9.77	12692

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
JOURNALIZED PAID
BANK CODE: CLAIM

Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-000-257-071	Reserve-Museum	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	9.77	12692
101-136-850-510	Office Equipment	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	132.56	12692
101-136-850-510	Office Equipment	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	132.56	12692
101-136-850-510	Office Equipment	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	132.56	12692
101-200-825-370	Computer Services	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	97.67	12692
101-200-825-370	Computer Services	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	97.67	12692
101-200-825-370	Computer Services	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	97.67	12692
101-209-750-220	Operating Expenses	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	9.77	12692
101-209-750-220	Operating Expenses	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	9.77	12692
101-209-750-220	Operating Expenses	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	9.77	12692
101-215-850-510	Office Equipment	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	37.67	12692
101-215-850-510	Office Equipment	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	37.67	12692
101-215-850-510	Office Equipment	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	37.67	12692
101-301-750-220	Operating Expenses	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	463.21	12692
101-301-750-220	Operating Expenses	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	463.21	12692
101-301-750-220	Operating Expenses	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	463.21	12692
101-302-925-790	Miscellaneous	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	160.46	12692
101-302-925-790	Miscellaneous	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	160.46	12692
101-302-925-790	Miscellaneous	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	160.46	12692
101-303-825-220	Operating Expenses	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	55.81	12692
101-303-825-220	Operating Expenses	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	55.81	12692
101-303-825-220	Operating Expenses	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	55.81	12692
101-336-750-223	Computer Connectivity	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	55.81	12692
101-336-750-223	Computer Connectivity	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	55.81	12692
101-336-750-223	Computer Connectivity	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	55.81	12692
101-336-825-375	Computer Services-DMS	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	223.25	12692
101-336-825-375	Computer Services-DMS	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	223.25	12692
101-336-825-375	Computer Services-DMS	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	223.25	12692
101-440-750-210	Office Supplies	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	85.12	12692
101-440-750-210	Office Supplies	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	85.12	12692
101-440-750-210	Office Supplies	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	85.12	12692
101-448-750-210	Office Supplies	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	47.44	12692
101-448-750-210	Office Supplies	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	47.44	12692
101-448-750-210	Office Supplies	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	47.44	12692
101-750-825-430	Contractual Services	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	55.81	12692
101-750-825-430	Contractual Services	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	55.81	12692
101-750-825-430	Contractual Services	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	55.81	12692
285-225-925-849	Special Events-Misc	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	9.77	12692
285-225-925-849	Special Events-Misc	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	9.77	12692
285-225-925-849	Special Events-Misc	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	9.77	12692
499-200-926-114	Operating Expenses	PAX8	09/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-286445--CITY	11/16/22	9.77	12692
499-200-926-114	Operating Expenses	PAX8	10/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-303591--CITY	11/16/22	9.77	12692
499-200-926-114	Operating Expenses	PAX8	11/22 CITY MONTHLY MAINTENANCE - EMAIL/BACKUP/STORAGE/CLOUD SERVICES	2022-1-323864--CITY	11/16/22	9.77	12692
						<u>4,361.67</u>	
Check 12693							
101-840-725-110	Inspector	Peter Youngblood	Inspector	NOV2022ELECTION	11/16/22	175.00	12693
						<u>175.00</u>	
Check 12694							
101-840-725-110	Polling Location	Polish Roman Catholic Union of	Polling Location	NOV2022ELECTION	11/16/22	250.00	12694
						<u>250.00</u>	
Check 12695							
101-840-750-220	Operating Expenses	PURE DATA SERVICES, LLC	LARGE TOTE RETENTION PURGE	7878 PU	11/16/22	60.00	12695
101-840-750-220	Operating Expenses	PURE DATA SERVICES, LLC	LARGE TOTE - RECORD PURGE	7799 PU	11/16/22	60.00	12695
						<u>120.00</u>	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-750-270	Building Maintenance	PUROCLEAN FIRST RESPONDERS	3523 20TH INFESTED CLEANUP	4506	11/16/22	5,501.46	12696
			Total For Check 12696			5,501.46	
Check 12697							
101-756-825-430	Contractual Services	QUALITY FIRST AID & SAFETY INC	FIRST AID SUPPLIES FOR YACK	KB-009690	11/16/22	154.23	12697
			Total For Check 12697			154.23	
Check 12698							
101-840-725-110	Inspector	Randy Savicki	Inspector	NOV2022ELECTION	11/16/22	175.00	12698
			Total For Check 12698			175.00	
Check 12699							
101-448-825-431	Garage-Other Vehicle Maintenance	REEFER PETERBILT	OL GAUGE FOR VPS 111 VIN 1XPADBOX93N597530	T18857	11/16/22	109.64	12699
			Total For Check 12699			109.64	
Check 12700							
101-840-725-110	Inspector	Richard Custer	Inspector	NOV2022ELECTION	11/16/22	175.00	12700
			Total For Check 12700			175.00	
Check 12701							
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	11052022	11/16/22	200.00	12701
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	11072022	11/16/22	300.00	12701
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	10272022	11/16/22	475.00	12701
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	10312022	11/16/22	325.00	12701
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	10302022	11/16/22	250.00	12701
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	10292022	11/16/22	250.00	12701
			Total For Check 12701			1,800.00	
Check 12702							
101-840-725-110	Chairperson	Robert Milton Curtis	Chairperson	NOV2022ELECTION	11/16/22	225.00	12702
			Total For Check 12702			225.00	
Check 12703							
101-840-725-110	Inspector	Ronald Thoms	Inspector	NOV2022ELECTION	11/16/22	175.00	12703
			Total For Check 12703			175.00	
Check 12704							
101-840-725-110	Chairperson	Rosanne Griggs	Chairperson	NOV2022ELECTION	11/16/22	225.00	12704
			Total For Check 12704			225.00	
Check 12705							
101-840-725-110	Polling Location	Salvation Army	Polling Location	NOV2022ELECTION	11/16/22	250.00	12705
			Total For Check 12705			250.00	
Check 12706							
101-301-750-220	Operating Expenses	SAM'S CLUB	WYPD - MISC. ITEMS	000000	11/16/22	33.12	12706
101-301-750-220	Operating Expenses	SAM'S CLUB	WYPD - MISC. ITEMS	000000	11/16/22	8.00	12706
101-302-825-210	Office Supplies	SAM'S CLUB	WYPD - MISC. ITEMS	000000	11/16/22	75.92	12706
101-303-825-220	Operating Expenses	SAM'S CLUB	DCAC - MISC. ITEMS	8754	11/16/22	185.10	12706
			Total For Check 12706			302.14	
Check 12707							
101-840-725-110	Inspector	Shanon Ciecko	Inspector	NOV2022ELECTION	11/16/22	175.00	12707
			Total For Check 12707			175.00	
Check 12708							
101-301-825-330	Prisoner Care	SHOPPER'S VALLEY MARKET	PRISONER MEALS FOR OCTOBER 2022	166528	11/16/22	225.50	12708
			Total For Check 12708			225.50	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12709							
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	AIR HOSE REPAIR PARTS STOCK	22-0705746-00	11/16/22	65.90	12709
101-448-825-431	Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL	TIRE REPAIR	22-0713810-00	11/16/22	114.00	12709
101-448-825-431	Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL	NEW TIRE'S DPS STOCK	22-0715070-00	11/16/22	1,677.07	12709
			Total For Check 12709			<u>1,856.97</u>	
Check 12710							
101-000-257-075	Reserve-Police Awards Dinner	SILVER SHORES WATERFRONT BANQUET	WYPD EMPLOYEE APPRECIATION NIGHT - CATERING	EVENT #E01338	11/16/22	1,700.00	12710
			Total For Check 12710			<u>1,700.00</u>	
Check 12711							
101-448-825-480	Parks-Memorial Park Grass Cutting	SKARZYNSKI'S LANDSCAPING LLC	CEMETERY CUT	2052	11/16/22	550.00	12711
101-448-825-483	Contracted Grass Cutting - Private	SKARZYNSKI'S LANDSCAPING LLC	HIGH GRASS CUTS	2051	11/16/22	300.00	12711
			Total For Check 12711			<u>850.00</u>	
Check 12712							
677-336-825-340	Employee Physical Exams	SOLID GROUND COUNSELING	GERALD CROSS DATE OF VISIT: 10/03/2022	GOUAN000 11/03/22	11/16/22	10.00	12712
			Total For Check 12712			<u>10.00</u>	
Check 12713							
101-840-825-490	Contractual Services	SPECTRUM PRINTERS, INC.	TEST DECKS NOVEMBER 8 2022	72717	11/16/22	970.50	12713
			Total For Check 12713			<u>970.50</u>	
Check 12714							
101-840-725-110	AVCB Inspector	Steven Scibilia	AVCB Inspector	NOV2022ELECTION	11/16/22	200.00	12714
			Total For Check 12714			<u>200.00</u>	
Check 12715							
101-840-725-110	Chairperson	Susan Lee Walker	Chairperson	NOV2022ELECTION	11/16/22	225.00	12715
			Total For Check 12715			<u>225.00</u>	
Check 12716							
101-840-725-110	Co-Chairperson	Susan V Byrd	Co-Chairperson	NOV2022ELECTION	11/16/22	200.00	12716
			Total For Check 12716			<u>200.00</u>	
Check 12717							
101-840-725-110	Inspector	Sydney Herndon	Inspector	NOV2022ELECTION	11/16/22	175.00	12717
			Total For Check 12717			<u>175.00</u>	
Check 12718							
101-756-750-225	Concession Supplies	SYSKO FOOD SERVICE	CONCESSION FOOD FOR YACK	458922004	11/16/22	1,043.70	12718
101-756-750-225	Concession Supplies	SYSKO FOOD SERVICE	FOOD FOR YACK CONCESSION	458936350	11/16/22	591.80	12718
			Total For Check 12718			<u>1,635.50</u>	
Check 12719							
101-448-750-270	Building Maintenance	TEMPERATURE CONTROL	GAS VALVE REPLACEMENT FOR DPS OFFICE	66356	11/16/22	417.00	12719
			Total For Check 12719			<u>417.00</u>	
Check 12720							
101-200-825-395	Accumed	THE ACCUMED GROUP	OCTOBER 2022	32406	11/16/22	5,073.56	12720
			Total For Check 12720			<u>5,073.56</u>	
Check 12721							
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE	2028853	11/16/22	132.00	12721
			Total For Check 12721			<u>132.00</u>	
Check 12722							

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-840-725-110	Inspector	Thomas Haunert	Inspector	NOV2022ELECTION	11/16/22	175.00	12722
			Total For Check 12722			175.00	
Check 12723							
101-840-725-110	Inspector	Thomas James Shannon	Inspector	NOV2022ELECTION	11/16/22	175.00	12723
			Total For Check 12723			175.00	
Check 12724							
101-440-825-490	C of C Inspectors	TIMOTHY THOMPSON	INSPECTIONS	10242022-11062022	11/16/22	240.00	12724
101-440-825-492	Plumbing Inspectors	TIMOTHY THOMPSON	INSPECTIONS	10242022-11062022	11/16/22	370.00	12724
101-440-825-493	Mechanical Inspectors	TIMOTHY THOMPSON	INSPECTIONS	10242022-11062022	11/16/22	505.00	12724
			Total For Check 12724			1,115.00	
Check 12725							
101-840-725-110	Inspector	Tina Youngblood	Inspector	NOV2022ELECTION	11/16/22	175.00	12725
			Total For Check 12725			175.00	
Check 12726							
101-840-725-110	Co-Chairperson	Toni A Volante	Co-Chairperson	NOV2022ELECTION	11/16/22	200.00	12726
			Total For Check 12726			200.00	
Check 12727							
101-136-825-390	Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-136-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	279.32	12727
101-136-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	72.71	12727
101-136-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	60.76	12727
101-172-825-390	Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-172-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	278.76	12727
101-172-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	38.44	12727
101-215-825-370	Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-215-825-370	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	278.76	12727
101-215-825-370	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	89.81	12727
101-301-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-301-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-301-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	183.99	12727
101-301-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	183.99	12727
101-301-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	216.52	12727
101-302-825-390	Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-302-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	8.78	12727
101-302-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	183.99	12727
101-336-825-390	Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-336-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	183.99	12727
101-440-825-390	Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.41	12727
101-440-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	152.67	12727
101-440-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	60.27	12727
101-448-825-390	Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-448-825-390	Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	183.99	12727
101-750-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINE - NOVEMBER 2022	486653900	11/16/22	30.38	12727
101-750-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	183.99	12727
101-750-825-390	Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	72.63	12727
101-800-750-210	Office Supplies	TOSHIBA FINANCIAL SERVICES	COPY MACHINES = NOVEMBER 2022	486652340	11/16/22	158.47	12727
			Total For Check 12727			3,175.67	
Check 12728							
101-301-750-210	Office Supplies	ULINE	BLACK 12 OZ ULINE RIPPLE CUPS	155854393	11/16/22	194.42	12728
			Total For Check 12728			194.42	
Check 12729							

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-840-725-110	Inspector	Veronica Brumbaugh	Inspector	NOV2022ELECTION	11/16/22	175.00	12729
			Total For Check 12729			175.00	
Check 12730							
101-301-825-420	Cleaning-Building	VETERAN'S CLEANING	JANITORIAL SERVICES FOR OCTOBER 2022, PLUS CARPET CLEANING	22-910	11/16/22	7,865.00	12730
530-444-825-215	Cleaning-Bank Bldg	VETERAN'S CLEANING	OCTOBER INTERIOR CLEANING	22-2010	11/16/22	3,420.00	12730
			Total For Check 12730			11,285.00	
Check 12731							
101-840-725-110	AV Counting Board	VFW	AV Counting Board	NOV2022ELECTION	11/16/22	3,500.00	12731
101-840-725-110	Polling Location	VFW	AV Counting Board	NOV2022ELECTION	11/16/22	250.00	12731
			Total For Check 12731			3,750.00	
Check 12732							
101-440-825-490	C of C Inspectors	WALTER CZARNIK	INSPECTIONS	10242022-11062022	11/16/22	470.00	12732
101-440-825-491	Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	10242022-11062022	11/16/22	1,195.00	12732
			Total For Check 12732			1,665.00	
Check 12733							
101-840-725-110	Inspector	Wanda Lynn Swiecki	Inspector	NOV2022ELECTION	11/16/22	150.00	12733
			Total For Check 12733			150.00	
Check 12734							
290-448-825-470	Rubbish Collection	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	88,007.04	12734
290-448-825-470	COMMERICAL CARDBOARD	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	965.72	12734
290-448-825-470	COMMERICAL TRASH	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	22,182.55	12734
290-448-825-470	ROLL OFF HAULS	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	3,444.00	12734
290-448-825-470	RECYCLING CHARGE	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	758.33	12734
290-448-825-470	CARDBOARD CREIT	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	(81.98)	12734
290-448-825-470	OAK \$ 1ST CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	452.18	12734
290-448-825-470	OAK & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	449.54	12734
290-448-825-470	EUREKA & VANALSTYNE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	351.99	12734
290-448-825-470	BIDDLE & SYCAMORE CORRAL	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	843.12	12734
290-448-825-470	RECYCLING CONTAMINATION SILVER SHORES	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	72.00	12734
290-448-825-470	RECYCLING CONTAMINATION CHARGE EUREKA &	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	72.00	12734
290-448-825-470	RECYCLING CONTAMINATION	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	96.00	12734
290-448-825-470	OVERAGE CHARGE BIDDLE & SYC	WASTE MANAGEMENT	RUBBISH PICK UP OCT 2022	8443542-1710	11/16/22	1,575.01	12734
			Total For Check 12734			119,187.50	
Check 12735							
101-209-825-345	DCA-Contractual Services	WCA ASSESSING LLC	CONTRACTUAL ASSESSING SERVICES	WCA11012022	11/16/22	17,436.83	12735
			Total For Check 12735			17,436.83	
Check 12736							
101-336-825-490	Bldg & Equip Maintenance	WEST SHORE FIRE REPAIR INC	BATTERY SAW KIT	28711	11/16/22	443.21	12736
101-336-850-540	Other Equipment	WEST SHORE FIRE REPAIR INC	LIME, HANGING PATCH NAMEPLATE	28784	11/16/22	82.25	12736
			Total For Check 12736			525.46	
Check 12737							
101-301-850-540	Other Equipment	WINDER POLICE EQUIPMENT INC	30 MINUTE WIRE RED FUSEE - ORION SAFETY PRODUCTS	222011	11/16/22	606.00	12737
			Total For Check 12737			606.00	
Check 12738							
101-448-825-431	Garage-Other Vehicle Maintenance	WOLVERINE TRUCK SALES INC	NEW DASH BOARD FOR VPS 170 VIN 2FZHA562A47800	1276262	11/16/22	5,114.20	12738
			Total For Check 12738			5,114.20	
Check 12739							
101-800-750-270	Bldg, Maint. and Sup	WYANDOTTE ALARM CO	COMMERCIAL MONITORING - MUSEUM, 11/1/22-1/31/23	201515	11/16/22	126.00	12739

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-800-750-270	Bldg. Maint. and Sup	WYANDOTTE ALARM CO	COMMERCIAL AND ALARMNET MONITORING, MARX HOME, 11/1/22-1/31/23	201193	11/16/22	147.00	12739
			Total For Check 12739			273.00	
Check 12740							
101-756-825-420	Bldg & Equip Maintenance	WYANDOTTE ELECTRIC SUPPLY	LIGHT BULBS FOR YACK	615074-0	11/16/22	99.00	12740
			Total For Check 12740			99.00	
Check 12741							
101-301-825-436	Car Washes	ZWMM SOUTHGATE OPERATIONS LLC	CAR WASHES - OCTOBER 22	8	11/16/22	320.00	12741
			Total For Check 12741			320.00	
Check 152850							
731-000-231-040	Payroll W/H-Credit Union	MICHIGAN LEGACY CREDIT UNION	PENSION CREDIT UNION	PENSION 11/15/22	11/15/22	475.00	152850
			Total For Check 152850			475.00	
Check 152851							
731-000-394-020	Reserve-MSR Retired Benefits	MUNICIPAL SERVICE	DMS HEALTH INS PENSION	PENSION 11/15/22	11/15/22	7,142.92	152851
			Total For Check 152851			7,142.92	
Check 152852							
101-840-725-110	Inspector	Albert LaRosa	Inspector	NOV2022ELECTION	11/16/22	175.00	152852
			Total For Check 152852			175.00	
Check 152853							
101-301-750-220	Operating Expenses	AMERICAN LOCK & KEY	KEY FOR HONDA - SPECIAL OPS	14235	11/16/22	100.00	152853
101-448-750-270	Building Maintenance	AMERICAN LOCK & KEY	SHOP SUPPLIES DPS	12064	11/16/22	145.00	152853
			Total For Check 152853			245.00	
Check 152854							
101-000-257-064	BCB22-0130 4424 16TH	ANGEL HITT	BD Bond Refund	BCB22-0130	11/16/22	400.00	152854
			Total For Check 152854			400.00	
Check 152855							
101-448-750-260	Garage-Operating Expenses	AUTO VALUE RIVERVIEW	STOCK TRUCK LIGHTS AND WIRING	349-296636	11/16/22	122.68	152855
101-448-750-260	Garage-Operating Expenses	AUTO VALUE RIVERVIEW	STOCK BRAKE HARDWARE	349-296532	11/16/22	10.69	152855
101-448-750-260	Garage-Operating Expenses	AUTO VALUE RIVERVIEW	STOCK FILTERS DPS	349-296225	11/16/22	155.01	152855
101-448-750-260	Garage-Operating Expenses	AUTO VALUE RIVERVIEW	BRAKE BRUSH STOCK	349-296464	11/16/22	9.79	152855
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	TIRE SENSOR FOR VP 7-6 VIN 1GNSKDECXLR2533590	349-296764	11/16/22	36.29	152855
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	TIRE SENSOR FOR VP 7-6 VIN 1GNSKDECXLR2533590	349-296779	11/16/22	36.29	152855
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	BRAKE PARTS FOR VPS7-3 VIN 1GNSKDEC9LR253564	349-266443	11/16/22	221.58	152855
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	BRAKES FOR VP 7-3 VIN 1GNSKDEC9LR253564	349-296373	11/16/22	469.72	152855
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	STOCK BRAKES FOR POLICE TAHOE'S	349-296374	11/16/22	469.72	152855
			Total For Check 152855			1,531.77	
Check 152856							
101-301-825-330	Prisoner Care	BOB BARKER COMPANY INC.	PRISONER BLANKETS	INV1823548	11/16/22	241.95	152856
			Total For Check 152856			241.95	
Check 152857							
265-301-925-730	Other Expenses - State	CAHILL VETERINARY HOSPITAL	K9 ICE RIMADYL CHEWABLE	149824	11/16/22	106.88	152857
			Total For Check 152857			106.88	
Check 152858							
101-000-257-064	BCB20-0018 366 POPLAR	CHARLES S. ASHER	BD Bond Refund	BCB20-0018	11/16/22	5,000.00	152858
			Total For Check 152858			5,000.00	
Check 152859							
499-200-925-802	Farmers Market	Chris Wallace	SANDERSON SISTERS PERFORMANCE	100056	11/16/22	300.00	152859

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Total For Check 152859						300.00	
Check 152860							
101-303-750-261	Gasoline & Oil	CITY OF WYANDOTTE	FUEL - JULY 2022	6022	11/16/22	435.31	152860
101-303-750-261	Gasoline & Oil	CITY OF WYANDOTTE	FUEL - SEPTEMBER 2022	6029	11/16/22	310.39	152860
Total For Check 152860						745.70	
Check 152861							
101-000-257-064	BCB17-0297 3815 14TH	DANIEL CRABTREE	BD Bond Refund	BCB17-0297	11/16/22	300.00	152861
Total For Check 152861						300.00	
Check 152862							
525-750-825-300	Contractual Service-Maintenance	DAVEY GOLF COURSE MAINTENANCE	OCTOBER GROUNDS MAINTENANCE	917147934	11/16/22	8,712.50	152862
Total For Check 152862						8,712.50	
Check 152863							
101-840-725-110	Inspector	Diane Lupo	Inspector	NOV2022ELECTION	11/16/22	175.00	152863
Total For Check 152863						175.00	
Check 152864							
590-000-670-030	Reimbursements-Other	DOWNRIVER UTILITY WASTEWATER	WASTERWATER DISPOSAL CHARGES - JUL 2022	JUL 2022	11/16/22	10,760.46	152864
590-000-670-030	Reimbursements-Other	DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - JUN 2022	JUN 2022	11/16/22	8,563.15	152864
590-000-670-030	Reimbursements-Other	DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - MAY 2022	MAY 2022	11/16/22	9,602.00	152864
590-000-670-030	Reimbursements-Other	DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - AUG 2022	AUG 2022	11/16/22	10,145.95	152864
590-200-925-750	Drain Charge	DOWNRIVER UTILITY WASTEWATER	WASTERWATER DISPOSAL CHARGES - JUL 2022	JUL 2022	11/16/22	189,493.90	152864
590-200-925-750	Drain Charge	DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - JUN 2022	JUN 2022	11/16/22	130,076.81	152864
590-200-925-750	Drain Charge	DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - MAY 2022	MAY 2022	11/16/22	92,461.74	152864
590-200-925-750	Drain Charge	DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - AUG 2022	AUG 2022	11/16/22	166,163.70	152864
590-200-925-752	Excess Flow Charges	DOWNRIVER UTILITY WASTEWATER	NOV 2022 EXCESS FLOW	302272	11/16/22	128,420.00	152864
Total For Check 152864						745,687.71	
Check 152865							
101-303-825-910	Electric	DTE ENERGY	GAS - 10/07/22 - 11/04/22 - 14300 REAUME PARKWAY CIVIC CIR., SOUTHGATE	910035252030	11/16/22	215.27	152865
Total For Check 152865						215.27	
Check 152866							
101-000-257-087	Reserve-Police Public Relations	FOP LODGE 111	DONATION TO FOP "ADOPT A FAMILY" HOLIDAY CHARITY	110922	11/16/22	1,000.00	152866
Total For Check 152866						1,000.00	
Check 152867							
590-200-926-310	Operation,Maintenance & Replacement	FTL CONSTRUCTION INC.	EE#1 2022 SANITARY SEWER MAIN RECONSTRUCTION	SANITARY SEWER	11/16/22	75,555.00	152867
Total For Check 152867						75,555.00	
Check 152868							
101-448-750-260	Garage-Operating Expenses	GILBARCO INC	GAS BOY SUPPORT FOR FUEL PUMP'S DPS	SGI1927244	11/16/22	846.00	152868
Total For Check 152868						846.00	
Check 152869							
101-000-257-064	BCB22-0177 1636 22ND	GILBERTO REYES/GAREEB KOUSSAAN	BD Bond Refund	BCB22-0177	11/16/22	800.00	152869
Total For Check 152869						800.00	
Check 152870							
101-000-257-064	BCB22-0064 1303 LEE	GORDON MALLIE	BD Bond Refund	BCB22-0064	11/16/22	1,200.00	152870
Total For Check 152870						1,200.00	
Check 152871							
101-336-750-220	Operating Expenses	HOODS DO IT CENTER	NIPPLE/BALL VALVE	71452	11/16/22	15.28	152871
101-336-750-220	Operating Expenses	HOODS DO IT CENTER	DEEP BLUE SPRAY PAINT	71589	11/16/22	7.19	152871

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Total For Check 152871			<u>22.47</u>	
Check 152872							
101-000-257-064	BCB22-0207 2408 ELECTRIC	JOHN WESLEY DOZERJR.	BD Bond Refund	BCB22-0207	11/16/22	<u>1,500.00</u>	152872
			Total For Check 152872			<u>1,500.00</u>	
Check 152873							
101-000-283-060	BPB22-0031 - PPLMB22-0098 3363 16TH	JOSEPH TAYLOR	BD Bond Refund	BPB22-0031	11/16/22	<u>500.00</u>	152873
			Total For Check 152873			<u>500.00</u>	
Check 152874							
101-840-725-110	Inspector	Joyce Ellen Eastridge	Inspector	NOV2022ELECTION	11/16/22	<u>175.00</u>	152874
			Total For Check 152874			<u>175.00</u>	
Check 152875							
101-000-257-064	BCB22-0088 927 CORA	KENNETH REININGER	BD Bond Refund	BCB22-0088	11/16/22	<u>1,000.00</u>	152875
			Total For Check 152875			<u>1,000.00</u>	
Check 152876							
101-209-750-230	Postage	KENT COMMUNICATIONS INC	WCA PROPOSAL 222586 - ADVANCED POSTAGE	222586	11/16/22	<u>80.22</u>	152876
			Total For Check 152876			<u>80.22</u>	
Check 152877							
101-302-925-790	Miscellaneous	LANGUAGE LINE SERVICE INC	OVER THE PHONE INTERPRETATION	10662352	11/16/22	<u>56.10</u>	152877
			Total For Check 152877			<u>56.10</u>	
Check 152878							
101-000-257-064	BCB22-0097 1042 ELECTRIC	LASZLO SLENKAI	BD Bond Refund	BCB22-0097	11/16/22	<u>50.00</u>	152878
			Total For Check 152878			<u>50.00</u>	
Check 152879							
101-840-725-110	Inspector	Linda Steffes	Inspector	NOV2022ELECTION	11/16/22	<u>175.00</u>	152879
			Total For Check 152879			<u>175.00</u>	
Check 152880							
101-000-257-064	BCB22-0215	LORIE HASTINGS	BD Bond Refund	BCB22-0215	11/16/22	<u>100.00</u>	152880
			Total For Check 152880			<u>100.00</u>	
Check 152881							
101-448-750-211	Safety Equipment	LOWE'S COMPANIES INC	CC STATEMENT 9-25-22 TO 10-24-22	99002006684	11/16/22	12.34	152881
101-448-750-231	Const-Signage,Striping,Barricades	LOWE'S COMPANIES INC	CC STATEMENT 9-25-22 TO 10-24-22	99002006684	11/16/22	115.64	152881
101-448-750-240	Parks-Operating Expenses	LOWE'S COMPANIES INC	CC STATEMENT 9-25-22 TO 10-24-22	99002006684	11/16/22	224.52	152881
101-448-750-270	Building Maintenance	LOWE'S COMPANIES INC	CC STATEMENT 9-25-22 TO 10-24-22	99002006684	11/16/22	608.42	152881
101-750-825-490	Field Maintenance & Supplies	LOWE'S COMPANIES INC	NEW TRAILER FOR RECREATION	987318	11/16/22	722.00	152881
101-750-825-490	Field Maintenance & Supplies	LOWE'S COMPANIES INC	MISC SUPPLIES	902796	11/16/22	5.12	152881
525-750-750-250	Course Maintenance	LOWE'S COMPANIES INC	MISC SUPPLIES	902556	11/16/22	<u>49.65</u>	152881
			Total For Check 152881			<u>1,737.69</u>	
Check 152882							
101-000-257-064	BCB16-0337 - PC16-0012 1217 FORT	Maria De La Luz Altamirano	BD Bond Refund	BCB16-0337	11/16/22	<u>200.00</u>	152882
			Total For Check 152882			<u>200.00</u>	
Check 152883							
101-000-257-064	BCB21-0246 1095 13TH	MATTHEW FIGURSKI	BD Bond Refund	BCB21-0246	11/16/22	<u>1,500.00</u>	152883
			Total For Check 152883			<u>1,500.00</u>	
Check 152884							
101-000-283-060	BPB22-0029 - PPLMB22-0094 3608 15TH	MICHAEL J LEBLANC	BD Bond Refund	BPB22-0029	11/16/22	500.00	152884

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
JOURNALIZED PAID
BANK CODE: CLAIM

Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Total For Check 152884			500.00	
Check 152885							
101-336-750-224	Subscriptions	MICHIGAN ASSOC OF FIRE CHIEFS	TOM LYON MEMBERSHIP RENEWAL TO 1/1/2024	05486	11/16/22	125.00	152885
			Total For Check 152885			125.00	
Check 152886							
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	FRONT GLASS FOR VPS 49 VIN HLS06912	PD14113021	11/16/22	884.43	152886
			Total For Check 152886			884.43	
Check 152887							
101-200-825-910	ELECTRIC 640 PLUM	MUNICIPAL SERVICE	640 PLUM OCTOBER 22	001153-020385 OCT22	11/16/22	145.24	152887
101-200-825-920	WATER 3000 BIDDLE	MUNICIPAL SERVICE	3000 BIDDLE - OCTOBER 22	001153-021351 OCT22	11/16/22	127.50	152887
101-200-825-920	WATER 463 MULBERRY	MUNICIPAL SERVICE	463 MULBERRY - OCTOBER 22	001153-026885 OCT22	11/16/22	557.13	152887
101-200-825-920	WATER 3058 1ST	MUNICIPAL SERVICE	3058 1ST - OCTOBER 22	034055-021743 OCT22	11/16/22	127.50	152887
101-301-750-220	OPERATING EXPENSES 2015 BIDDLE- INTERNET	MUNICIPAL SERVICE	2015 BIDDLE - OCTOBER 2022	032253-027401 OCT.22	11/16/22	45.95	152887
101-301-750-220	OPERATING EXPENSES 2015 BIDDLE FRAN. FEE	MUNICIPAL SERVICE	2015 BIDDLE - OCTOBER 2022	032253-027401 OCT.22	11/16/22	1.87	152887
101-301-825-910	ELECTRIC 2015 BIDDLE	MUNICIPAL SERVICE	2015 BIDDLE - OCTOBER 2022	032253-027401 OCT.22	11/16/22	7,277.12	152887
101-301-825-920	WATER 2015 BIDDLE	MUNICIPAL SERVICE	2015 BIDDLE - OCTOBER 2022	032253-027401 OCT.22	11/16/22	698.37	152887
101-448-750-240	PARKS-OPERATING EXPENSES 400 GROVE	MUNICIPAL SERVICE	400 GROVE OCTOBER 22	000000-067569 OCT22	11/16/22	33.77	152887
101-750-825-910	ELECTRIC - 2727 VAN ALSTYNE	MUNICIPAL SERVICE	2727 VAN ALSTYNE OCTOBER 2022	016375-017803 OCT 22	11/16/22	319.94	152887
101-750-825-910	ELECTRIC - 2306 4TH	MUNICIPAL SERVICE	2306 4TH OCTOBER 2022	029023-006227 OCT 22	11/16/22	918.61	152887
101-750-825-920	WATER - 2727 VAN ALSTYNE	MUNICIPAL SERVICE	2727 VAN ALSTYNE OCTOBER 2022	016375-017803 OCT 22	11/16/22	60.49	152887
101-750-825-920	WATER - 2306 4TH	MUNICIPAL SERVICE	2306 4TH OCTOBER 2022	029023-006227 OCT 22	11/16/22	46.35	152887
101-756-825-910	ELECTRIC - 3131 3RD	MUNICIPAL SERVICE	3131 3RD OCTOBER 2022	028511-017633 OCT 22	11/16/22	10,559.16	152887
101-756-825-920	WATER - 3131 3RD	MUNICIPAL SERVICE	3131 3RD OCTOBER 2022	028511-017633 OCT 22	11/16/22	464.99	152887
202-440-825-420	TRAFFIC SIGNALS853	MUNICIPAL SERVICE	1111 TRAFFIC SIGNALS	001349-014305 OCT22	11/16/22	853.28	152887
499-200-850-542	104 ELM CABLE OCTOBER 2022	MUNICIPAL SERVICE	104 ELM CABLE OCTOBER 2022	57023 OCTOBER 2022	11/16/22	6.00	152887
499-200-850-542	104 ELM SPRINKLER OCTOBER 2022	MUNICIPAL SERVICE	104 ELM SPRINKLER OCTOBER 2022	1153-027523 OCT 2022	11/16/22	517.26	152887
525-750-825-910	ELECTRIC - 1 PINE BASF	MUNICIPAL SERVICE	1 PINE BASF OCTOBER 2022	044083-022795 OCT 22	11/16/22	34.15	152887
525-750-825-910	ELECTRIC - 4325 BIDDLE	MUNICIPAL SERVICE	4325 BIDDLE OCTOBER 2022	001273-014219 OCT 22	11/16/22	690.77	152887
525-750-825-910	ELECTRIC - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE OCTOBER 2022	001267-014215 OCT 22	11/16/22	291.66	152887
525-750-825-910	ELECTRIC - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE OCTOBER 2022	001233-014201 OCT 22	11/16/22	772.94	152887
525-750-825-910	ELECTRIC - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE OCTOBER 2022	001231-014199 OCT 22	11/16/22	446.22	152887
525-750-825-920	WATER - 4305 BIDDLE	MUNICIPAL SERVICE	4305 BIDDLE OCTOBER 2022	001267-014215 OCT 22	11/16/22	64.63	152887
525-750-825-920	WATER - 3635 BIDDLE	MUNICIPAL SERVICE	3635 BIDDLE OCTOBER 2022	001233-014201 OCT 22	11/16/22	33.77	152887
525-750-825-920	WATER - 3625 BIDDLE	MUNICIPAL SERVICE	3625 BIDDLE OCTOBER 2022	001231-014199 OCT 22	11/16/22	127.50	152887
			Total For Check 152887			25,222.17	
Check 152889							
101-000-257-064	BCB21-0058 3593 22ND	NATALIE DALPIAZ	BD Bond Refund	BCB21-0058	11/16/22	1,700.00	152889
			Total For Check 152889			1,700.00	
Check 152890							
101-336-825-490	Bldg & Equip Maintenance	NATIONAL DOOR SYSTEMS	RESCUE DOOR REPAIRS @ #1	73322	11/16/22	563.50	152890
			Total For Check 152890			563.50	
Check 152891							
101-000-257-064	BCB16-0199 4037 20TH	NICHOLE TUCKER	BD Bond Refund	BCB16-0199	11/16/22	2,100.00	152891
			Total For Check 152891			2,100.00	
Check 152892							
101-000-257-064	BCI22-0006 3106 BIDDLE	OLSON, AMANDA	BD Bond Refund	BCI22-0006	11/16/22	300.00	152892
			Total For Check 152892			300.00	
Check 152893							
101-840-725-110	Inspector	Paul Lupo	Inspector	NOV2022ELECTION	11/16/22	175.00	152893
			Total For Check 152893			175.00	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
 JOURNALIZED PAID
 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 152894							
101-200-925-790	Miscellaneous	PETTY CASH	POSTAGE, MILEAGE AND REIMBURSEMENTS	PETTY CASH 11/09/22	11/16/22	56.51	152894
101-253-750-230	Postage	PETTY CASH	POSTAGE, MILEAGE AND REIMBURSEMENTS	PETTY CASH 11/09/22	11/16/22	46.42	152894
101-440-925-730	Automobile	PETTY CASH	POSTAGE, MILEAGE AND REIMBURSEMENTS	PETTY CASH 11/09/22	11/16/22	7.00	152894
101-840-750-210	Office Supplies	PETTY CASH	POSTAGE, MILEAGE AND REIMBURSEMENTS	PETTY CASH 11/09/22	11/16/22	59.43	152894
			Total For Check 152894			169.36	
Check 152895							
101-750-750-230	Postage	POSTMASTER	STAMPS FOR REC OFFICE	11092022	11/16/22	199.20	152895
			Total For Check 152895			199.20	
Check 152896							
101-448-825-480	Parks-Memorial Park Grass Cutting	R F C LLC	EE#5 LAWN CUTTING SERVICES 2021 CONTRACT EXT	7584	11/16/22	1,344.00	152896
101-448-825-480	Parks-Memorial Park Grass Cutting	R F C LLC	EE#4 LAWN CUTTING SERVICES 2021 CONTRACT EXT	7453 7507 7529 7506	11/16/22	2,688.00	152896
492-200-850-520	Property Maintenance	R F C LLC	EE#6 LAWN CUTTING 2021 CONTRACT EXT	7602	11/16/22	8,013.00	152896
492-200-850-520	Property Maintenance	R F C LLC	EE#4 LAWN CUTTING SERVICES 2021 CONTRACT EXT	7453 7507 7529 7506	11/16/22	5,250.00	152896
			Total For Check 152896			17,295.00	
Check 152897							
101-000-257-064	BCB21-0081 657 VINEWOOD	RICHARD MICHAEL HAGGERTY	BD Bond Refund	BCB21-0081	11/16/22	300.00	152897
			Total For Check 152897			300.00	
Check 152898							
101-840-725-110	Chairperson	Sandra Colthorp	Chairperson	NOV2022ELECTION	11/16/22	225.00	152898
			Total For Check 152898			225.00	
Check 152899							
101-000-257-071	Reserve-Museum	SARAH PETTIGREW	LOG CABIN RENTAL DEPOSIT REIMBURSEMENT - OCTOBER 23, 2022 RENTAL DATE	110722	11/16/22	50.00	152899
			Total For Check 152899			50.00	
Check 152900							
101-448-825-420	Building Services	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE AT THE POLICE STATION	8106087051	11/16/22	402.92	152900
			Total For Check 152900			402.92	
Check 152901							
101-301-750-220	Operating Expenses	SIRCHIE FINGERPRINT LABS	POLICE FIELD KIT, SLAB METHOD	0564768-IN	11/16/22	301.09	152901
			Total For Check 152901			301.09	
Check 152902							
101-200-750-210	Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES	3521480258	11/16/22	932.43	152902
101-301-750-210	Office Supplies	STAPLES ADVANTAGE	ULTRA FINE SHARPIE MARKERS	3521329216	11/16/22	15.99	152902
101-301-750-210	Office Supplies	STAPLES ADVANTAGE	SORTER TRAY	3521329215	11/16/22	24.49	152902
101-301-750-210	Office Supplies	STAPLES ADVANTAGE	MISC. OFFICE SUPPLIES	3520427820	11/16/22	61.86	152902
101-301-750-210	Office Supplies	STAPLES ADVANTAGE	MISC. OFFICE SUPPLIES	3520782123	11/16/22	231.42	152902
101-301-750-210	Office Supplies	STAPLES ADVANTAGE	MISC. OFFICE SUPPLIES	3521065308	11/16/22	45.12	152902
101-301-825-395	IT-Operation & Maintenance	STAPLES ADVANTAGE	MISC. OFFICE SUPPLIES	3520427820	11/16/22	15.18	152902
			Total For Check 152902			1,326.49	
Check 152903							
101-209-825-346	DCA-Certifications	STATE TAX COMMISSION	WALKER ASSESSOR CERTIFICATION RENEWAL	MCAT2023WALKER	11/16/22	50.00	152903
101-209-825-346	DCA-Certifications	STATE TAX COMMISSION	GALESKI ASSESSOR CERTIFICATION RENEWAL	MAAO2023GALESKI	11/16/22	175.00	152903
			Total For Check 152903			225.00	
Check 152904							
101-840-725-110	Inspector	Stephanie Susko	Inspector	NOV2022ELECTION	11/16/22	150.00	152904
			Total For Check 152904			150.00	

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
JOURNALIZED PAID
BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 152905							
525-750-750-250	Course Maintenance	THE TORO COMPANY NSN	MONTHLY FEES	11012022	11/16/22	166.00	152905
			Total For Check 152905			166.00	
Check 152906							
525-750-925-840	Advertising	THRYV, INC.	MONTHLY ADVERTISING	10192022	11/16/22	67.06	152906
			Total For Check 152906			67.06	
Check 152907							
101-000-283-030	BOT21-0004 1707 5TH	TRADEMARK BUILDING & MANAGEMENT	BD Bond Refund	BOT21-0004	11/16/22	1,000.00	152907
			Total For Check 152907			1,000.00	
Check 152908							
101-000-257-065	BOT22-0005 - PBLD21-0152 1707 5TH	TRADEMARK BUILDING & MANAGEMENT	BD Bond Refund	BOT22-0005	11/16/22	2,000.00	152908
			Total For Check 152908			2,000.00	
Check 152909							
101-301-750-220	Operating Expenses	TRANSUNION RISK AND ALTERNATIVE	OCTOBER 2022	2889411-202210-1	11/16/22	160.00	152909
			Total For Check 152909			160.00	
Check 152910							
677-200-950-610	Liability Claims-City	TRAVELERS	THOMAS SARNOWAKI - II 7629K8128	000618217	11/16/22	330.48	152910
677-200-950-610	Liability Claims-City	TRAVELERS	ACCOUNT - 7629K8128 - DUBOWSKY/ARSENAULT/NANCE	000618478	11/16/22	4,683.50	152910
			Total For Check 152910			5,013.98	
Check 152911							
101-303-825-220	Operating Expenses	TRUSTED JOURNEY PET MEMORIAL SERV.	DISPOSAL OF ANIMALS	PA10081-I-0034	11/16/22	68.00	152911
			Total For Check 152911			68.00	
Check 152912							
101-000-257-064	Reserve-Compliance Escrow	VASILE VADUVA	ESCROW REFUND 985 ELM 12-563	985 ELM	11/16/22	1,500.00	152912
			Total For Check 152912			1,500.00	
Check 152913							
101-840-725-110	Chairperson	Violet Grace Benash	Chairperson	NOV2022ELECTION	11/16/22	225.00	152913
			Total For Check 152913			225.00	
Check 152914							
101-000-257-064	BCI21-0016 - PCI21-0031 888 FORD	WALID SHOHATEE	BD Bond Refund	BCI21-0016	11/16/22	1,000.00	152914
			Total For Check 152914			1,000.00	
Check 152915							
101-301-925-770	Prisoner Transport/Holding	WAYNE COUNTY ACCOUNTS RECEIVABLE	PRISONER BILLINGS JULY 2022	312779	11/16/22	2,415.00	152915
202-440-825-420	Traffic Signals	WAYNE COUNTY ACCOUNTS RECEIVABLE	TRAF SIG MAINT SEPT 22	312820	11/16/22	309.98	152915
265-301-925-730	Other Expenses - State	WAYNE COUNTY ACCOUNTS RECEIVABLE	ATTORNEY FEES - DRAG-RACING CASE	WYPD 22-24460	11/16/22	150.00	152915
			Total For Check 152915			2,874.98	

Fund Totals:

This is to certify that the above vouchers amounting to \$2,014,659.21 have been examined, that the materials and services have been received, that the price and computations are correct, that the invoices, receiving slips, and supporting data are attached and in order and that the proper accounts have been charged. The Treasurer is hereby authorized to pay the above vouchers.

Mayor _____

City Clerk _____

Fund 101 General Fund	224,051.98
Fund 202 Major Street Fund	23,193.78
Fund 260 Michigan Indigent Defense	6,300.00
Fund 265 Drug Forfeiture Fund	324.87
Fund 285 Special Events Fund	2,066.78
Fund 290 Solid Waste Disposal Fund	119,187.50
Fund 492 TIFA Consolidated Fund	155,415.16
Fund 499 DDA tax increment Finance Fund	852.57
Fund 525 Municipal Golf Course Fund	12,212.05

11/15/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 11/10/2022 - 11/16/2022
JOURNALIZED PAID
BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Fund 530 Building Rental Fund			3,673.06	
			Fund 590 Sewage Fund			824,592.71	
			Fund 677 Self Insurance Fund			7,496.77	
			Fund 731 Retirement System Fund			82,496.09	
			Total For All Funds:			1,461,863.32	
			Pension 11/15/22			552,795.89	
			TOTAL			2,014,659.21	

RESOLUTION

Item Number: #
Date: November 21, 2022

RESOLUTION by Councilperson _____

RESOLVED that the total bills and accounts of \$2,014,659.21 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

REPORTS & MINUTES

CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT NOVEMBER 10, 2022

Members Present: John Darin, Chairman, Jacqueline Blackmore, Joanna Brookshire, Barbara Freese, Noel Galeski, Wendy Leach, Mary Pilon, Annette Sebestin, Alice Ugljesa

Members Excused: Patti Christie, Stephanie Pizzo

Guest(s): None

1. Call to Order: The meeting was called to order by John at 6:01 pm. There was a quorum present. The meeting was held in the City Council Chambers.
2. Approval of Agenda: Motion was made by Alice, seconded by Joanna, to approve this meeting's agenda as presented. The motion was approved.
3. Reading and Approval of Previous Minutes:
 - a. October 13, 2022 Regular Meeting: After review of the minutes, Alice made a motion, seconded by Wendy, to approve the draft minutes of the October 13, 2022 regular meeting with a clarification on Item 9. The motion was approved.
4. Chairperson's Report:
 - a. Distribution of Documents: John distributed the Meeting Attendance Log for review.
 - b. City of Hazel Park Beautiful Block Award Program: John shared a copy of the City of Hazel Park Beautiful Block Program Application form as an example of what other communities are doing with their beautification programs.
 - c. Approval of 2023 Officers & Coordinators: John distributed proposed documents for commissioner review and approval. The recently-appointed commissioners were eager to expand their areas of engagement on the Commission for 2023. After discussion, Jackie accepted the position as Treasurer, Mary accepted the position as Beautification Awards Co-Coordinator, Annette accepted the position as Community Garden Co-Coordinator, and Joanna accepted the positions of Corresponding Secretary and Marketing & Public Relations Co-Coordinator. Noel made a motion, seconded by Wendy, to approve the following slate 2023 Officers and Coordinators, as updated. The motion was approved.

Chairperson:	John Darin
Corresponding Secretary:	Joanna Brookshire
Recording Secretary:	John Darin
Treasurer:	Jacqueline Blackmore
Adopt-A-Spot Program Coordinator:	Jacqueline Blackmore
Beautification Awards Co-Coordinators:	Alice Ugljesa, Mary Pilon
Community Garden Co-Coordinators:	Barbara Freese, Annette Sebestin
District Court Work Force, DPS, and Retail Nursery Liaison:	Alice Ugljesa
Hanging Basket Coordinator:	Alice Ugljesa
Holiday Lighting Awards Coordinator:	Wendy Leach
Landscape Planting Co-Coordinators:	Alice Ugljesa & Team
Marketing & Public Relations Co-Coordinators:	Wendy Leach, Joanna Brookshire
Spring Clean-Up Coordinator:	Noel Galeski
Spring Dig-In Coordinator:	Noel Galeski
Volunteer Coordinator:	Wendy Leach

- d. Approval of 2023 Meeting Dates: After discussion, Mary made a motion, seconded by Alice, to approve the 2023 Meeting Dates as presented, with correction of a typographical error. The motion was approved.

All meetings will be held either as a face-to-face meeting at City Hall, City Council Chambers, Third Floor, 3200 Biddle Avenue, or as a Remote Meeting via Zoom Video Communications, as current public health risks warrant, at 6:00 – 8:00 pm on the second Thursday of each month, except as noted below (*).

January 12, 2023
February 9, 2023
March 9, 2023
April 13, 2023
May 11, 2023
June 8, 2023
July 20, 2023 *
August 10, 2023
September 14, 2023
October 12, 2023
November 9, 2023
December 14, 2023

- e. Approval of 2023 Special Event Dates: After discussion, Mary made a motion, seconded by Alice, to approve the 2023 Special Event Dates as presented, with correction of a typographical error. The motion was approved.

Outdoor Holiday Lighting & Decorating Awards Presentations	January 9, 2023
Spring Clean-Up	April 22, 2023
Community Garden Opening	April 22, 2023
Spring Dig-In	May 20, 2023
Beautification Awards Presentations	September 11, 2023
Fall Clean-Up	October 21, 2023
Community Garden Closing	October 28, 2023

5. Treasurer's Report:
- a. FY 2022-2023 YTD Expense Report: The FY 2022-2023 YTD Expense Report was distributed and reviewed. There was an accrued expense for Christmas greens in the amount of \$480.00, leaving a current balance of \$7,407.19 in the Primary TIF Account. There were no expenses from the Reserve Account, leaving a current balance of \$527.80.
6. Public & Media Relations and Event Marketing Report: Wendy reported that she responded to a communication from an individual interested in volunteer opportunities with the Commission. In addition, Alice reported that she responded to a communication from the Beautification Council of Southeastern Michigan regarding beautification activities planned for the autumn and winter seasons.
7. Community Garden Report: Barb reported that the Wyandotte Community Garden has closed for the 2022 season. An email was sent to the community gardeners that the deadline for clearing all garden beds is Sunday, November 13th, in preparation for laying landscape fabric over the garden beds for weed suppression until next season. John requested that the Commission consider having a Community Garden Closing event for this purpose. After discussion, it was decided by consensus to have this community garden clean-up on Saturday, November 19th at 12:00 noon. Attendees will be commissioners only. Commissioners were requested to bring yard waste bags or other suitable containers with them, as well as their own tools, because we will need to take all cleared items to the Wyandotte Recycling Center following the clean-up and winterizing.

8. Adopt-A-Spot Report: Jackie reported that there was nothing new to report.
9. Downtown Planting Updates: Alice reported that Christmas greens will be delivered by Mayesh on Monday, November 14th. They will be installed by commissioners in the hanging baskets and wrap-around baskets on Monday, November 14th at 4:00 pm. Available commissioners are requested to bring a step ladder, and meet in front of City Hall.
10. Holiday Decorating Awards Planning: After discussion, it was decided by consensus that there will be 12 winners – 10 residences and 2 businesses. Wendy reported that the event flyer has been posted on Facebook. The flyer and nomination form will be forwarded to Julie with a request to post each on the Commission's web page.
11. Old Business: There was no Old Business.
12. New Business: There was no New Business.
13. Round-Table Reports and Announcements: There were no Round Table Reports or Announcements.
14. Next Meeting: The next meeting of the Beautification Commission is a Special Meeting scheduled for Thursday, December 8, 2022 (second Thursday) at 6:00 pm at City Hall, City Council Chambers.
15. Adjournment: The meeting was adjourned at 7:50 pm.

Respectfully Submitted,

John Darin

Chairman,
City of Wyandotte Beautification Commission
johndarin2@gmail.com
c. 734.652.0254

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 Stec

Cultural and Historical Commission

Meeting Minutes
Thursday, September 8, 2022
Marx Home
6:15 pm

Present: Nancy Bozzo, Eula Grooms, Wallace Hayden, Ken Munson, Rebecca Pilon, Sue Pilon, Anne Ronco,

Excused: Rebecca Free, Jakki Malnar, Jane Rasmussen, Rose Shuryan, Council Liaison

Absent: Don Gutz

Staff: Jesse Rose, Museum Director, Audrey Wicklander, Museum Assistant

Guest: Brian Branham, Museum Intern

Call to Order: The meeting was called to order at 6:19 pm.

MOTION by Eula Grooms, **SUPPORTED** by Anne Ronco, to approve the August minutes. **Motion carried 7-0.**

President's Report: Nothing new to report at this time.

Attention to Audience: Brian Branham was in attendance. Brian is a student at Grand Valley State University and will be interning at the museum from late August to mid-December.

Director's Report: **MOTION** by Anne Ronco, **SUPPORTED** by Nancy Bozzo, to approve the August finance report, pending audits. **Motion carried 7-0.**

Wyandotte Stars Annual Home Classic Event Wrap-Up: The Wyandotte Stars Vintage Base Ball Team played their Annual Home Classic against the Early Risers Vintage Base Ball Club of Detroit on August 27 at Memorial Field. The event went very well and the visitor turn out and profit was better than last years event.

Historical Society: There was nothing new to report at this time.

Friends of the Wyandotte Museum: There was nothing new to report at this time.

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • museum@wyandottemi.gov

www.wyandotte.net



Equal Housing Opportunity/Equal Opportunity Employer



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 Stec

Cultural and Historical Commission

Committee Reports: There were no new committee reports at this time.

Old Business: Ford-MacNichol Home Restoration Update: A work extension was granted by the City to Grunwell-Cashero due to an unforeseen circumstance with an outside vendor. Restoration work has been continuing while the Grunwell-Cashero crew waits for new lumber pieces for the porch to be milled.

Marx Home Lift Replacement Update: The new lift at the Marx Home has been installed. The lift passed all inspections and is now operational.

New Business: Fall City-Wide Garage Sale: The City-Wide Garage Sale has 171 participants registered so far. Maps are printed and ready to be sold during the weekend.

October Heritage Events Series: Museum staff are already fully into preparations for the October HES events, which includes the Cemetery Walk and Hallowe'en Open House. Cemetery Walk tickets go on sale September 12, the spirit actors have had one meeting already, and other volunteers are being contacted. The Cemetery Walk meeting dates were distributed to commissioners.

Late Items: Commissioners discussed the current information available regarding the upcoming replacement for the Superintendent of Recreation, Leisure, and Culture.

Commissioner Rasmussen had emailed with questions concerning the City's website. The Museum Director was given an update that the website changes are in the development stages within the IT Department. Currently, vendor options are being explored and the museum will be updated when the staff's feedback is needed.

Commissioners and staff discussed the ID scanner that will be installed on the Burns Home.

Commissioner Munson brought up the issue of the windows being painted shut at the Ford-MacNichol Home by the contractors completing the restoration work. This is a public safety hazard since at least one window on each floor should open in case of an emergency.

MOTION by Eula Grooms, **SUPPORTED** by Anne Ronco, to adjourn the meeting at 7:33 pm. **Motion carried 7-0.**

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • museum@wyandottemi.gov

www.wyandotte.net



Equal Housing Opportunity/Equal Opportunity Employer



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 Stec

Cultural and Historical Commission

Respectfully submitted,

Audrey Wicklander, Museum Assistant

2624 Biddle Avenue • Wyandotte, Michigan 48192 • 734.324.7284 • museum@wyandottemi.gov

www.wyandotte.net



Equal Housing Opportunity/Equal Opportunity Employer

