

## **AGENDA**

### REGULAR SESSION

### MONDAY, JANUARY 9, 2023 7:00 PM

PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA CHAIRPERSON OF THE EVENING: THE HONORABLE KELLY STEC

### **CALL TO ORDER**

### PLEDGE OF ALLEGIANCE

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

### **PRESENTATIONS**

• Beautification Commission - 2022 Holiday Award Winners

### PRESENTATION OF PETITIONS

### **PUBLIC HEARINGS**

- Alley Vacation: 240 Antoine
- MJC Templin II Brownfield Plan No. 21 Amendment No. 1
- Show Cause Hearing: 213-215-217 Superior
  - a. Show Cause Hearing Objection\_D. Bargowski

### **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.

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

- 1. Approval of City Council Minutes 12.19.2022
- 2. Social District Permit Applications
- 3. Skip Clack Fishing Derby 2023
- 4. Independence Day Parade 2023
- 5. Christmas Parade and Tree Lighting 2023

### **NEW BUSINESS**

- 6. Charter Amendment Operating Millage
- 7. MJC Templin II Brownfield Plan No. 21 Amendment No. 1
- 8. Wayne County Intergovernmental Agreement: ARPA Funding for Downtown Infrastructure Project
- 9. Alley Vacation at 240 Antoine
- 10. Show Cause Hearing for 213-215-217 Superior
- 11. Acquisition of 353 Maple

### **BILLS & ACCOUNTS**

### **REPORTS & MINUTES**

Civil Service Commission 12/14/2022

WMS Commission 12/7/2022

# REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS NEXT MEETING OF THE CITY COUNCIL: JANUARY 25, 2023 ADJOURNMENT

# **PUBLIC HEARINGS**

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

# **Alley Vacation**

To vacate and abolish the eighteen (18) foot wide north/south public alley, and the eighteen (18) foot wide east/west public alley abutting 240 Antoine Street

## **Brownfield Plan Site No. 21**

Amendment No. 1 – MJC Templin, Phase II

# **Show Cause Hearing**

To demolish 213-215-217 Superior

• 1 written objection received

### 2 Page Letter for Wyandotte City Council Board Meeting From: Dennis Bargowski, 213 – 215 – 217 Superior Blvd., Wyandotte Michigan 48192

This 2 page letter for Wyandotte City Council Board Meeting

Attachment - What was sent to my mother with Severe Dementia

Attachment - Picture of the 2 homes on the property

Attachment - Additional page for thoughts & comments

Hi – My name is Dennis Bargowski and I am sorry I have not been at home and just found out about the attached letter and attached are photos of the two separate housing units on the property. This place is 100 years old this year (1922-2022) I believe and a one of a kind in Wyandotte and a true example of a Detroit style residence of 100 years ago which is unique on a nice Boulevard street only a few doors down from the churches of Superior Boulevard very close to the river and next to downtown, and about only 1 block from the new high cost condos of Wyandotte just put up.

FOR FUTURE REFERENCE I can be reached easily at 1Hubz.com - (OneHubz.com) through the contact page since I am not currently at home, due to extreme family illnesses and it is probably be the easiest way to keep contact on this and with me since I'm not at home due to the COVID related illness amongst other major medical things going on because we are constantly at medical facilities (I personally oversee and read the emails and notes on the website)

I am asking for an extension (9 months) through the summer to get things done that are needed because it may be outside stuff (it is winter time now and anything outside will be very hard now), though I am not certain what they are at this point. I hope you will approve this and please have your decision sent back to me by email since technically I am out of town and it is easiest way to contact me through 1Hubz.com or OneHubz.com. (If it is not approved please read this 2 page letter at the next Wyandotte City Council Board Meeting for official reasons of record – Jan. 9th, 2023) I look at the emails 1Hubz.com – OneHubz,com so the form could even be filled out. If it is not approved I would also like to know the reasons why in writing and sent back through email the same way and perhaps then I might think something more is up, and would have to contact the Michigan State's Attorney General to look into the things a bit more.

No matter what I would like reasons in writing sent back to me by email. Since technically I am out of town, and it is easiest to contact me through 1Hubz.com or OneHubz.com.

My name is Dennis Bargowski (A Senior citizen) and Sole Owner and Sole Occupier of: Wyandotte Addresses

	Taxes all Paid up
213 Superior Blvd Wyandotte Mi 48192	All Bills Paid up
215 Superior Blvd Wyandotte Mi 48192	Passed all required inspections 2020
217 Superior Blvd Wyandotte Mi 48192	& current through 2025 I thought

I presently pay the bills and occupy all the addresses when I get back in town. The place is closed up presently, and no one lives on the premises at all due to COVID, and due to an extreme severe family illnesses in my life at the present time, where I had a choice to have someone die deserted and scared, or leave the premises for a while, as well as other places I own in other places to help my parents out. I chose to not let them die alone and scared and anyone with a good proper sole would probably do the same.

Please know these Wyandotte places just passed inspection in 2020 and it is only 2022 and it is supposed to be good through 2025 for inspections so what is going on is beyond me, unless someone is trying to

perhaps steal the place for the land, and location, since its location is a gem near the new high cost condos just put up. People know I am not in town and I think perhaps they thought I may not find out.

My mother also has extreme severe major dementia, and received this letter and this is how I found out about this. She has nothing to do with the property at all and her name is on nothing, so I am not certain why she was contacted. I just found it on a shelf under a few things under a few things. She normally can't even figure out how to open a door or find the door at this point without help or find the bathroom so how she got this beyond me, unless I was in a bathroom at the time for a moment and the front door was open to a screen door type. I also have a father that is not far behind her on that same dementia spectrum and they are up there very high in age and both have cancers and the lasting effects of the COVID.

I am sorry I have not been around, and always tried to be a good citizen of Wyandotte for over 20+ years, and even got awards for the outside flowers and appearance of the place.

I do not know what is really going on but here are some facts I do know:

No-one at all is at the place, because I asked them to look for other places due to my parents' illnesses about 1 ½ years ago, but the place only ever had a few people live there over 20 years because the places were nice, and I was very good to them, and for the neighborhood

Due to medical condition and I could not be around so I locked the place up with no-one there, not hurting anyone, until I could be back or things got better in some way.

- I am asking for a 9 month extension for any needed repairs
- Residence just passed the required inspection in 2020 and it is only 2022
- Taxes always paid
- Bills with city always paid
- Grass always cut
- Walks always shoveled
- Gone for last 1 1/2 years due to extreme illnesses
- Not certain what this is even about unless it burned down
- One of a kind 100 years old residence
- Won landscaping awards

QUESTION: Are my neighbors also getting things like this? If not, why not, I have many neighbors that have so many things that are major code violations that can be seen from the street easily where people could get really hurt of even die very easily and they have been that way for years and years. One example (225 Superior Blvd.- Wyan.) is a person who worked for the city that has a second story porch on the front of their house with a 2nd story porch with a full door with no railings at all on the porch. Another one that has railings where any size person could fall through (219 Superior Blvd. Wyan). Another home that has no rat walls on the foundation at the back of the property foundation and a rat problem under it that seems like forever, etc. (2722 2<sup>nd</sup> Street, Wyan.) and the list can go on for almost the entire street. My question is am I a target?

Respectfully,

Dennis Bargowski

Signature

213-215-217 Superior Boulevard, Wyandotte Mich. 48192 Best Contact – 1Hubz.com – OneHubz.com

### Additional Page for thoughts that does not need to be read at City Council Board Meeting

After this I have to say I have a bad taste in my head for Wyandotte and perhaps I am accurate and I am an over 20 years resident. I do not think after that I may want to come back to Wyandotte to live, but I am not certain yet.

The property is worth quite a bit because of its location size, etc. The back building and the location itself is worth \$200,000. If for some reason the city wanted to buy the whole thing for \$300,000 or if the city who knows an investor who wants to buy it for that amount, I would take it to get rid of it. Or if you know of an investor because it is such a prime piece of real estate that is very visible in the city of Wyandotte and wanted to do some very upscale things to it to bring in a new renewed tone to the area and spear head something upscale close to the new high cost condos, which will then probably domino the effect for more renewal and split the profits over what it is worth today, I would be open.

I just have parents that need almost my full attention and someone knew that, and I believe is why this is going on.

The location has some really nasty neighbors (they don't look that way to the outside world but all the neighbors pretty much know) which have always been trying to get something out of somebody and even a police detective of Wyandotte for over 25 years said the couple were sociopaths (people who do wrong things, and know it is wrong to do bad things but do them anyways) but did not know what to do with them and it sounds like something they would do. This couple has had problems with almost everyone in the area and their own family and tried to get the place once before when a 100 year person owned it before me and they tormented her from what I heard until she died. These people also have many relatives near by and none willing to talk to them anymore and it has been going on for years. This couple has always bragged that they have high ties in Wyandotte engineering and can get whatever they want done whenever they decide, and they brag about it. They have even gone through city owned homes to find things for their home and I know this personally because they asked me to go once with them, and I refused and they still tried to talk me into it, and then I just said no firmly again. They then told me what was in the house after they went through it and I think gathered things.

Also know over the years I thought many times of asking the city of Wyandotte if I could perhaps ever convert the property into a boys home or a girls home for kids who age out of foster care to live for a few years until their mid-twenties so they get on their feet, because at the present time they are just told to figure it out when they age out and they typically end up living on the streets and the place is big enough that it could help so many young lives and I am also an educator.

Respectfully, Dennis Bargowski

Signature\_

213-215-217 Superior Boulevard, Wyandotte Mich. 48192 Best Contact – 1Hubz.com – OneHubz.com





# 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, December 19, 2022, and was called to order at 7:00pm with Honorable Mayor Robert A. DeSana presiding.

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

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

ABSENT: Councilpersons Robert Alderman, Kaylyn Crayne; Theodore Galeski, City Assessor

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

### **PRESENTATIONS**

• Brian Webb of the Zombie Pub Crawl to the Yes Ma'am Program

### **PRESENTATION OF PETITIONS**

**PUBLIC HEARINGS** 

**UNFINISHED BUSINESS** 

CALL TO THE PUBLIC

### **CONSENT AGENDA**

### **2022-391 MINUTES**

By Councilperson Shuryan, supported by Councilperson Stec

RESOLVED that the minutes of the meetings held under the date of December 5, 2022, be approved as recorded, without objection.

Motion unanimously carried.

### 2022-392 CHRISTMAS TREE COLLECTION

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED that the communication from the City Engineer regarding collection of Christmas Trees is hereby received and placed on file, and,

BE IT FURTHER RESOLVED that Waste Management will collect Christmas Trees beginning December 28, 2022, thru February 2, 2023 on the following days:

Wednesdays - North of Vinewood

Thursdays - South of Vinewood

Ornaments, decorations, tree stands and plastic bags or tree skirts MUST BE REMOVED to allow proper disposal and composting.

Motion unanimously carried.

### 2022-393 ANNUAL WAYNE COUNTY RIGHT OF WAY PERMITS

By Councilperson Shuryan, supported by Councilperson Stec

At a Regular Meeting of the Wyandotte City Council on December 19, 2022, the following resolution was offered:

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

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

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

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors. The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of

its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit. This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices. This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County Road during the period of road closure or partial closure. This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be canceled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken. The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit

is signed by the Community's authorized representative.

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

**NAME TITLE** Brian Zalewski Police Chief Greg Mayhew City Engineer

Paul LaManes Municipal Services General Manager

Motion unanimously carried.

### 2022-394 BROWNFIELD PLAN NO. 21 AMENDEMENT NO. 1, PUBLIC HEARING

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED, that the City Council hereby approves the request of the DDA Director to schedule a public hearing in consideration of the City's adoption of the MJC Templin II - Brownfield Plan No. 21 Amendment No. 1 for 7:00 PM EST on Monday, January 9th, 2023 to be held at Wyandotte City Hall, Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan, AND BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Clerk to publish and mail the public notices of the Public Hearing in accordance with PA 381 of 1996. Motion unanimously carried.

### **NEW BUSINESS**

### 2022-395 CITIZEN COMMUNICATION: DTE WORK, B. BRADLEY

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED that the communication from Brian D. Bradley and response from City Engineer Greg Mayhew regarding the DTE gasoline replacement project be received and placed on file. Motion unanimously carried.

### 2022-396 CITIZEN COMMUNICATION: MUNICIPAL SERVICE CABLE, P. DOLAN

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED that the communication received from Phillip J. Dolan regarding a Municipal Service Cable issue be received and placed on file.

Motion unanimously carried.

### 2022-397 APPOINT. TO DOWNTOWN DEVELOPMENT AUTHORITY- R. THOMAS

By Councilperson Shuryan, supported by Councilperson Stec

WHEREAS, Norm Walker has submitted a letter of resignation from the Downtown Development Authority.

RESOLVED by the City Council that Council hereby ACCEPTS the resignation of Norm Walker from the Downtown Development Authority and thanks Mr. Walker for his service; and

BE IT FURTHER RESOLVED that City Council hereby CONCURS with the recommendation of Mayor DeSana to appoint Ronald Thomas of 22 Kreger Dr., Wyandotte, MI to the Downtown Development Authority to fill the unexpired term of Norm Walker. Term to expire June 2023. Motion unanimously carried.

### 2022-398 REAPPOINT. TO DOWNTOWN DEVLEOPMENT AUTHORITY- P. SLACK

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED, that the City Council hereby CONCURS with Mayor Robert DeSana's recommendation to re-appoint Patt Slack to the Downtown Development Authority with a term to expire in June 2025.

Motion unanimously carried.

### 2022-399 MEMORIAL PARK BALL FIELDS- DRAINAGE IMPROVEMENTS

By Councilperson Shuryan, supported by Councilperson Stec

Resolved by the City Council that the emergency procurement for drainage improvements at the Memorial Parkball fields be approved; AND

AUTHORIZES the payment of the invoice to Raupp Brothers, LLC in the amount of \$9,800; AND FUTHER, thanks the Wyandotte School District for their cooperation and collaboration in improving the ball fields used by their students and our residents.

Motion unanimously carried.

### 2022-400 HIRING: FINANCE/ACCOUNTING SPECIALIST- R. MCMAHON

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the hiring of a Finance/Accounting Specialist for the Department of Finance and Administration; AND

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

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Robert McMahon as the Finance/Accounting Specialist at Class Code 43F contingent on the successful completion of a physical and drug screen examination.

Motion unanimously carried.

### 2022-401 HIRING: PROBATIONARY- FIRE FIGHTER- M. MARR

By Councilperson Shuryan, supported by Councilperson Stec

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Human Resource Specialist regarding the Probationary Fire Fighter position within the Fire Department and

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

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Michael Marr as a Probationary Firefighter in the Fire Department contingent on the successful completion of a psychological evaluation, physical and drug screen examination. Per the Memorandum of Understanding in the Collective Bargaining Agreement between the Union and the City, Michael Marr will start at the 4-year step of \$65,598.62 annually in January 2023. Motion unanimously carried.

### 2022-402 HIRING: BUILDING INSPECTOR III – L. DOMSKI

By Councilperson Shuryan, supported by Councilperson Stec

BE IT RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Human Resource Specialist regarding the hiring of a Building Inspector III - Class Code 39C for the Engineering and Building Department; AND

CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the fillingof such vacancy AND

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Larry Domski as a Building Inspector III at Class Code 39C within the Engineering and Building Department contingent on the successful completion of a physical and drug screen examination. Motion unanimously carried.

### 2022-403 FINAL READING #1530: REZONING OF 3869-3901 FORT STREET

By Councilperson Shuryan, supported by Councilperson Stec Final Reading #1530

### AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO REZONE THE PROPERTY KNOWN AS 3869-3901 FORT STREET FROM GENERAL BUSINESS DISTRICT (B-2) TO PLANNED DEVELOPMENT DISTRICT (PD)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

The following property is located in the City of Wyandotte, County of Wayne, State of Michigan, and is described as follows:

Lots 24 thru 28, both inclusive, except the Westerly 194 feet of Lots 24 and 25 and the North 14 feet of 26, also the North 57 feet of Lot 29, John M. Welch's Nursery Park Additional, as recorded in Liber 28, Page 54, Wayne County Records.

Tax ID #: 57-018-08-0024-001

Commonly Known As: 3869-3901 Fort Street

be and is hereby rezoned from General Business District (B-2) to Planned Development District (PD) Section 2. Amendment of Zoning Map.

The Zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map Amendment No. 302.

Section 3. Severability.

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

Section 4. Effective Date.

This ordinance shall be published along with the notice of adoption in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days after its adoption or seven (7) days after publication, whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance, and the place and time where a copy of the Ordinance may be purchased or inspected.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded: Motion unanimously carried.

### 2022-404 FIRST & FINAL READING #1531: ANIMAL LICENSING LOCATIONS

By Councilperson Shuryan, supported by Councilperson Stec

First & Final Reading #1531

AN ORDINANCE ENTITLED AN ORDINANCE TO AMEND §90.003 (A) and (B) "LICENSING" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of §90.003 (A) and (B) "Licensing" to read as follows: §90.003 Licensing.

- (A) All dogs and cats must be licensed with the city. The annual fee is \$10, which covers January 1 through December 31.
- (B) Application for a license shall be made to the Wyandotte Police Department Records Bureau or City Clerk and shall state the breed, sex, age, color and marking of the animal and the name and address of the applicant. The application shall be accompanied by a certificate of a licensed veterinarian showing that the animal has been vaccinated against rabies. Any application made to the City Clerk, as described herein, shall be forthwith forwarded to the Wyandotte Police Department Records Bureau for retention and reference information.

Section 2. Severability

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

Section 3. Conflicting Ordinances

All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 4. Effective Date

This Ordinance shall take immediate effect. This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health, safety and for providing for the usual daily operation of the Wyandotte Police Department and City Clerk. This Ordinance or a summary of this Ordinance shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded: Motion unanimously carried.

### 2022-405 BILLS & ACCOUNTS

By Councilperson Shuryan, supported by Councilperson Stec

RESOLVED that the total bills and accounts of \$2,181,493.06 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

### **REPORTS & MINUTES**

Beautification Commission12/08/2022Cultural & Historical Commission11/10/2022DDA Meeting Minutes11/01/2022Fire Commission11/22/2022

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

### **ADJOURNMENT**

### **2022-406 ADJOURNMENT**

By Councilperson Shuryan, supported by Councilperson Stec RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:56 pm. Motion unanimously carried.

Lawrence S. Stec, City Clerk

Item Number: #1 Date: January 9, 2023

as

RESOLUTION by Councilperson	1	
RESOLVED that the minutes of recorded without objection.	the meetings held under the de	ates of December 19, 2022, be approved
I move the adoption of the forego	ing resolution.	
MOTION by Councilperson		
SUPPORTED by Councilperson		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>
	Alderman	
	Calvin	
	Crayne	
	Hanna	
	Shuryan	
<del></del>	Stec	

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM # 2

**ITEM:** Social District Permit Applications

**PRESENTER:** Joe Gruber, DDA Director

### **INDIVIDUALS IN ATTENDANCE:**

BACKGROUND: The Wyandotte Social District and the Local Maintenance and Operation Plan was approved by the Mayor and City Council on August 31, 2020 and further revised and approved by the Mayor and City Council on November 23, 2020. In accordance with Michigan's Public Act 124 of 2020, each bar, restaurant or official licensee that desires to participate in the Wyandotte Social District must apply for a Social District Permit through the Michigan Liquor Control Commission (MLCC).

Applicants must first have their Social District Permit Applications approved by the local unit of government prior to submitting to the MLCC. Included for review and approval by Mayor and City Council is one Social District Permit Application from Three Fireman's Pub, Inc. (a.k.a. Firehouse Pub) whose address is 232 Maple Street, Wyandotte.

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

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

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

<u>IMPLEMENTATION PLAN:</u> The DDA Director will facilitate the submission of the Social District Permit Application and work alongside the City Clerk to complete the Local Governmental Approval Forms and submit them to the MLCC.

### **LIST OF ATTACHMENTS:**

1. Firehouse Pub Application

Item Number: #2
Date: January 9, 2023

WHEREAS, Pursuant to the Public Act 124 of 2020, as amended, the City of Wyandotte has established the Wyandotte Social District and Commons Area; and  WHEREAS, the following establishment/licensee located within said Social District and Commons Area, have submitted an application for a Social District Permit;  Three Fireman's Pub, Inc. (a.k.a. Firehouse Pub) whose address is 232 Maple Street, Wyandotte.  and  WHEREAS, said Act provides that the City Council shall review and approve the Social District Permit Applications prior to the licensee's submitting their Social District Permit Applications to the State of Michig Liquor Control Commission (MLCC);  NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the Social District Permit Application as presented and BE IT FURTHER RESOLVED that the Mayor and City Council hereby authorize the City Clerk to complete the Local Governmental Unit Approval Forms for the Social District Permit Application.  If move the adoption of the foregoing resolution.  MOTION by Councilperson	RESOLUTION by Councilperson	n	
submitted an application for a Social District Permit;  Three Fireman's Pub, Inc. (a.k.a. Firehouse Pub) whose address is 232 Maple Street, Wyandotte.  and  WHEREAS, said Act provides that the City Council shall review and approve the Social District Permit Applications prior to the licensee's submitting their Social District Permit Applications to the State of Michig Liquor Control Commission (MLCC);  NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the Social District Permit Application as presented and BE IT FURTHER RESOLVED that the Mayor and City Council hereby authorize the City Clerk to complete the Local Governmental Unit Approval Forms for the Social District Permit Application.  I move the adoption of the foregoing resolution.  MOTION by Councilperson  SUPPORTED by Councilperson  YEAS  COUNCIL  NAYS  Alderman  Calvin  Crayne  Hanna  Shuryan			led, the City of Wyandotte has established the
WHEREAS, said Act provides that the City Council shall review and approve the Social District Permit Applications prior to the licensee's submitting their Social District Permit Applications to the State of Michig Liquor Control Commission (MLCC);  NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the Social District Permit Application as presented and BE IT FURTHER RESOLVED that the Mayor and City Council hereby authorize the City Clerk to complete the Local Governmental Unit Approval Forms for the Social District Permit Application.  It move the adoption of the foregoing resolution.  MOTION by Councilperson  SUPPORTED by Councilperson  YEAS  COUNCIL  NAYS  Alderman  Calvin  Crayne  Hanna  Shuryan			nin said Social District and Commons Area, have
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MOTION by Councilperson  SUPPORTED by Councilperson  YEAS  Alderman  Calvin  Crayne  Hanna  Shuryan	Permit Application as presented a authorize the City Clerk to comp	and BE IT FURTHER RESOI	LVED that the Mayor and City Council hereby
SUPPORTED by Councilperson  YEAS  COUNCIL  NAYS  Alderman  Calvin  Crayne  Hanna  Shuryan	I move the adoption of the forego	oing resolution.	
YEAS  Alderman  Calvin  Crayne  Hanna  Shuryan	MOTION by Councilperson		
Alderman Calvin Crayne Hanna Shuryan	SUPPORTED by Councilperson	l	
Calvin Crayne Hanna Shuryan	<u>YEAS</u>	COUNCIL	<u>NAYS</u>
Shuryan		Calvin Crayne	



Part 1 - Licensee Information

proof

JEFFSMITH OWNER

### ivilingan Department of Licensing and Regulatory Arians Liquar Control Commission (MLCC)

Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Request ID:	
AND THE STATE OF	(For MLCC Use Only)

### Social District Permit Application

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Three F	remails Pub	INC
Address: 232 MAPLE		*
City: WyAN Dotte	State: M ,	Zip Code: 48192
Contact Name: Jeff Smith	Phone	Email:
Part 2 - Required Documents & Fees		177
Local Governmental Unit Approval Approval from the local governmental unit (See page 2 for approval form)	(city council, township board, village cau	uncil) is required to be submitted with this application
\$250.00 Social District Permit Fee IMCC	Fee Code 4081) Make checks payable to	
aws, rules, and ordinances as determined approval of this application by the Michiga	by the state and local law enfor in Liquor Control Commission doe	and local building, plumbing, zoning, sanitation, and hea cements officials who have jurisdiction over the licenses as not waive any of these requirements. The licenses must is business before using this permit for the sale of alcoho
certify that the information contained in th equirements of the Michigan Liquor Con information is a violation of the Liquor Contr	trol Code and Administrative Rul	best of my knowledge and belief. I agree to comply with les, I also understand that providing <b>false</b> or <b>fraudule</b> 3.
The person signing this form has demonstr	ated that they have authorization	to do so and have attached appropriate documentation

Please return this completed form and fees to: Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909.

Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906

Fax with Credit Card Authorization to: 517-284-8557

#### HOLD HARMLESS AGREEMENT FOR SOCIAL DISTRICT PERMIT

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

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

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM #3

**ITEM:** Skip Clack Fishing Derby 2023

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

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

**BACKGROUND:** The City of Wyandotte has a strong commitment to the youths of the area. On Saturday June 3rd, 2023, we would like to have permission to continue the following popular youth event.

1. The 36th Annual Wyandotte Skip Clack Fishing Derby at the Bishop Park fishing pier from 10 a.m. to 12:30 p.m.

We request permission to use the grassy area near the pier to set up tents and tables for the raffle portion of the event. The area should have clean trash cans, holes filled with dirt in the area and the pier should be power washed the Friday prior to the event date by the Department of Public Service.

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

<u>ACTION REQUESTED:</u> This letter is also being sent to request the Dept. of Public Service be notified to close the Fishing Pier to the general public from 8 a.m. to 1 p.m. that day for the Fishing Derby. The area should have clean trash cans, holes filled with dirt in the area and the pier should be power washed the Friday prior to the event date.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Fishing Derby Expense Account: 285-225-925-730- \$1,300

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

**LIST OF ATTACHMENTS:** None

Item Number: #3
Date: January 9, 2023

RESOLUTION by Councilperso	n		
		Il Event Coordinator to approve the use of the Fishing Derby, to be held June 3rd 2023.	9
The area should have clean trash Friday prior to the event date by		the area and the pier should be power washe vice.	d the
I move the adoption of the forego	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilpersor	1		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM # $\frac{4}{2}$ 

**ITEM:** Independence Day Parade 2023

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

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

**BACKGROUND:** As you know, the Special Event staff is in the process of coordinating the 2023 City of Wyandotte Special Events. This year the 86th Independence Day Parade will be held, Tuesday, July 4th. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street.

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

<u>ACTION REQUESTED:</u> In accordance with provision of Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Public Works Department to close Biddle Avenue for the Independence Holiday Parade from 8 am to 12 noon on July 4, 2023.

The parade will necessitate closing Biddle Avenue from Ford to Plum. Traffic to be rerouted northbound Third to Ford, southbound on Fourth from Ford.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense Account - 4th of July Parade - 285-225-925-826 - \$7,500

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

**LIST OF ATTACHMENTS:** None

Item Number: #4
Date: January 9, 2023

on		
		id closure
going resolution.		
n		
COUNCIL	<u>NAYS</u>	
Alderman Calvin Crayne Hanna Shuryan		
	prove the request of the Special bendence Day Parade scheduled going resolution.  COUNCIL  Alderman Calvin Crayne Hanna	COUNCIL NAYS  Alderman Calvin Crayne Hanna

Stec

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

MEETING DATE: 1/9/2023 AGENDA ITEM # <u>5</u>

**ITEM:** Christmas Parade and Tree Lighting 2023

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

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

**BACKGROUND:** The 2023 Christmas Tree Lighting will be held on November 17th and the Parade will be held, Saturday, November 18th. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street. We would also like to request permission to utilize the grass area near City Hall and close Sycamore Street from Biddle to Coastal Thai for the Tree Lighting once again this year until 9 pm. We ask that there are police vehicles to block Sycamore from traffic from 5 pm to 9 pm on the evening of the Tree Lighting.

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

ACTION REQUESTED: In accordance with provision of Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Public Works Department to close Biddle Avenue for the Holiday Parade from 8 am to 12 noon on November 18th 2023.

The parade will necessitate closing Biddle Avenue from Ford to Plum. Traffic to be rerouted northbound Third to Ford, southbound on Fourth from Ford.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closing permit; he should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should also be notified of this event to reroute emergency vehicles.

The Department of Public Service and Police Department is requested to close Sycamore Street from Biddle Avenue to the Coastal Thai Restaurant on November 17th from 5 to 9 pm, using a police vehicle to block traffic.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense Account - Christmas Parade 285-225-925-825 - \$7,500

<u>IMPLEMENTATION PLAN:</u> The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Events Coordinator.

**LIST OF ATTACHMENTS:** None

Item Number: #5
Date: January 9, 2023

RESOLUTION by Councilperso	on		
closure and use of city property. Street. Traffic to be rerouted nor from Ford Street. We would also Sycamore Street from Biddle to of Wyandotte Parade and Tree li	The parade will necessitate clothbound to Third Street and to blike to request permission to Coastal Thai for the Tree Lighting scheduled for Friday, N	l Event Coordinator to approve of the road osing Biddle Avenue from Ford Street to Plum Ford Street, and Southbound on Fourth Street utilize the grass area near City Hall and close ating once again this year until 9 pm for the City November 17th and Saturday November 18th pm to 9 pm on the evening of the Tree Lighting	y
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	1		
<b>YEAS</b>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM # $\frac{6}{2}$ 

**ITEM:** Charter Amendment - Operating Millage

PRESENTER: Lawrence Stec, City Clerk

### **INDIVIDUALS IN ATTENDANCE:**

### **BACKGROUND:**

On December 5, 2022, City Council passed a resolution directing the Dept. of Legal Affairs to prepare the necessary ballot language for a charter amendment to authorize a supplemental operating millage (3 mills) to replace the supplemental operating millage that is set to expire in the 2023 calendar year. The City is not able present the same ballot proposal as was vote on in the November, 2022, election due to State law (MCL 117.21) that requires the passage of two (2) years before the identical proposal can be requested again. Thus, the City requested this supplemental operating millage for a period of ten (10) years from 2024 through 2033, on all real and personal property subject to taxation. The ballot language was tentatively preapproved by the Attorney General's Office, who will make the final approval after a council resolution is adopted and forwarded back to the State.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life; to excel technologically and to be financially responsible; and to stand for all the requirements of our laws and regulations.

<u>ACTION REQUESTED:</u> Concurrence of the resolution by at least 5/7 of the Mayor & Council

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Renewal of the charter amendment for the supplemental operating millage would allow the City to continue to receive the \$1,781,000 that is currently being collected in tax revenue.

<u>IMPLEMENTATION PLAN:</u> City Clerk's Office will coordinate with Office of Dept of Legal Affairs to send proper documentation to appropriate parties. Following all necessary approvals, a Special Election would be held on May 2, 2023.

**LIST OF ATTACHMENTS: None** 

Item Number: #6 Date: January 9, 2023

RESOLUTION by Councilperson	
RESOLVED by the City Council that	

### RESOLUTION PROPOSING CHARTER AMENDMENT TO INCREASE CHARTER TAX RATE LIMITATION FOR GENERAL OPERATING PURPOSES City of Wyandotte, County of Wayne State of Michigan

At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 9th day of January, 2023, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 5 of Chapter XIII of the City Charter of the City of Wyandotte, shall beamended to read as follows:

### Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, andfor all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 1/4) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of .175 of one per cent (1.75 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of three (3) years, from 2011 through 2013, for general operating purposes of the City. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City. In addition, the City shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the City for a period of five (5) years, from 2019 through 2023, for general operating purposes of the City. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one percent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of ten (10) years from 2024 through 2033 for general operating purposes of the city.

The existing Section 5 of Chapter XIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

### Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of .175 of one per cent (1.75 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of three (3) years, from 2011 through 2013, for general operating purposes of the City. In addition, the City shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the City for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one percent (3 mills) on the dollar of all such real and personal property in the city for a period of five (5) years, from 2019 through 2023, for general operating purposes of the city.

2. The proposed amendment to Section 5 of Chapter XIII shall be submitted to the electors in the following form:

#### WYANDOTTE CITY CHARTER AMENDMENT FOR OPERATING MILLAGE

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the renewal of the levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) for a period of ten (10) years from 2024 through 2033, on all real and personal property subject to taxation in the city as a renewal of this millage for the purpose of providing funds for general operating purposes? It is estimated that 3.0 mills would raise approximately \$1,781,000.00 when first levied in 2024.

	]	YES
Γ	1	NO

- 3. The City Clerk shall transmit copies of the proposed amendment of Section 5 of Chapter XIII of the City Charter to the Governor of the State of Michigan for approval and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.
- 4. The proposed charter amendment of Section 5 of Chapter XIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a special election to be held in the City of Wyandotte, the 2nd day of May, 2023, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.
- 5. The proposed amendment of Section 5 of Chapter XIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.
- 6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

I move the adop	otion of the fore	egoing resolution.	
MOTION by C	ouncilperson _		
SUPPORTED	by Councilpers	on	
<u>Y</u>	<u>EAS</u>	<b>COUNCIL</b>	<u>NAYS</u>
		Alderman Calvin Crayne Hanna Shuryan Stec Mayor DeSana	

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM #\_7\_

ITEM: MJC Templin II - Brownfield Plan No. 21 Amendment No. 1

PRESENTER: Joe Gruber, DDA Director

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The Wyandotte Brownfield Redevelopment Authority ("Authority") first approved the MJC Templin Phase II medical center project's Brownfield Plan No. 21 ("The Plan") on January 16, 2018, and the Wyandotte City Council adopted the Plan on February 26, 2018. The developers are now requesting an amendment to the Plan citing several changes to the scope of work, cost of eligible activities and changing taxable values. The Plan Amendment was recently approved by the Authority on November 29, 2022 and now requires formal adoption by the City Council, following the public hearing that was held on this day, January 9th, 2022 in accordance with the Brownfield Redevelopment Public Financing Act (PA 381 of 1996).

**STRATEGIC PLAN/GOALS:** To advocate for economic development.

<u>ACTION REQUESTED:</u> DDA Director is requesting City Council to approve the Brownfield Plan No. 21 Amendment No. 1

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The MJC Templin II medical center project will create an estimated \$2,170,594 in new tax revenue that will be captured by the Authority and reimbursed to developers over the course of 25 years of the amended Brownfield Plan No. 21 to repay eligible activities, however the plan allows for an additional \$825,567 worth of eligible activities to also be recaptured so long as there are available revenues (which are currently not projected).

Additionally, over the 25 years of the Plan, the Plan will create an additional \$126,367 in new tax revenue for the City of Wyandotte (debt millage) and \$1,130,285 in new tax revenue for Wyandotte Public Schools (\$196,392 from Wyandotte's local school debt millage plus \$933,893 from the State's local school operating millage).

The Brownfield Redevelopment Authority also stands to be reimbursed approximately \$107,944 for eligible administrative activities, so long as there are available revenues.

<u>IMPLEMENTATION PLAN:</u> DDA Director to facilitate the various activities required through Brownfield Plan No. 21 Amendment No. 1 alongside the Brownfield Redevelopment Authority, Engineering Department, Finance and Administration.

### **LIST OF ATTACHMENTS:**

1. Templin Phase II BP no. 21 Amendment 01.09.2023

Item Number: #7
Date: January 9, 2023

RESOLUTION by Councilpers	son	
		provisions of the Brownfield Redevelopment '), to create a Brownfield Redevelopment
the Plan Amendment consisting identified in the Plan, subject to	g of property between Ford Roa	ld Redevelopment Authority (WBRA) adopted ad, Biddle Avenue, Spruce and Second Street, as Wyandotte City Council. A complete legal; and
		vnfield Plan Amendment for Site No. 21 to the nd comment, as required by Act 381; and
		w and approval by the Wyandotte City Council, ag on the matter as required by Act 381;
	RESOLVED THAT the Wyando blic purpose through the follow	otte City Council finds that the Brownfield Plan ring considerations:
<ul><li>2. The proposed method of fina</li><li>3. The costs of the eligible activof the Act; and</li></ul>	ancing the costs of the eligible a	n set forth in Section 13 of the Act; activities as described in the Plan is feasible; reasonable and necessary to carry out the purpose Plan is reasonable;
	O THAT given the above finding ent for Site No. 21 for implemen	g, the Wyandotte City Council hereby approves nation by the WBRA.
I move the adoption of the fore	going resolution.	
MOTION by Councilperson _		
SUPPORTED by Councilpers	on	
<u>YEAS</u>	<b>COUNCIL</b>	<u>NAYS</u>
	Alderman	
	Calvin	
	Crayne	

Hanna Shuryan Stec

# MJC TEMPLIN – PHASE II: PROFESSIONAL OFFICE DEVELOPMENT PROJECT

Property Addresses and Tax Parcel Numbers: 155 Ford – 82-57-010-02-0002-001; 163 Ford – 82-57-010-02-0001-001; 2035 Second St. – 82-57-010-02-0001-002; 146 Spruce (vacant lot) – 82-57-010-02-0013-001; 150 Spruce – 82-57-010-02-0013-002; 166 Spruce – 82-57-010-02-0014-001; and 2070 Biddle – 82-57-010-01-0001-001 (West Portion)

# Brownfield Plan Site No. 21 Amendment No. 01

November 07, 2022

Prepared with assistance from:

### **ADVANCED REDEVELOPMENT SOLUTIONS**

PO Box 204 Eagle, Michigan 48822 Contact: Eric P. Helzer, EDFP Phone: (517) 648-2434



### Wyandotte Brownfield Redevelopment Authority

City Hall, 3200 Biddle Ave, Suite 300 Wyandotte, Michigan 48192

Contact: Paul L. LaManes Phone: (734) 324-7194

Approved by the Wyandotte Brownfield Redevelopment Authority – 11/29/2022

Approved by the Wyandotte City Council –  $\_$  / 2022

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# PROJECT SUMMARY SHEET: Brownfield Plan Site No. 21 Amendment No. 01 – MJC Templin Phase II: Professional Office Development Project

**Project Name:** MJC Templin Phase II: Professional Office Development Project

**Applicant/Developer:** Entity Name: MJC Templin, LLC ("Owner" or "Developer")

Contact: Anthony ("Nino") LoDuca, Associate Developer

Mailing Address: 46600 Romeo Plank, Suite 5

Macomb, MI 48044

Office Phone: (586) 263-1203

Cell: (734) 250-3768

Email: ALoduca@MICcompanies.com

**Eligible Property Location:** The Eligible Property ("Property") consists of seven (7) parcels

located at the following addresses and tax parcel numbers,

Wyandotte MI:

155 Ford – 82-57-010-02-0002-001; 163 Ford – 82-57-010-02-0001-001; 2035 Second St. – 82-57-010-02-0001-002; 146 Spruce – 82-57-010-02-0013-001; 150 Spruce – 82-57-010-02-0013-002;

150 Spruce – 82-57-010-02-0013-002; 166 Spruce – 82-57-010-02-0014-001; and

2070 Biddle - 82-57-010-01-0001-001 (West Portion).

**Property Size:** Approximately 0.874-acres (38,087 square feet)

**Type of Eligible Property:** Blighted and Adjoining & Contiguous Properties

**Project Description:** The primary purpose of the original 2018 Brownfield Plan was to

facilitate the development of all seven (7) original parcels but the originally conceived project plan needed to change to adjust to market conditions and site conditions and as such cannot be completed as originally planned in 2018. This Plan Amendment is the result of a newly proposed adjustment to the redevelopment project ("Project"), a redevelopment that now consists of an approximate 31,649 square feet newly constructed 2-story medical/professional office building. To ready the site for redevelopment the Developer will make improvements to the property that include, but not be limited to, asbestos abatement, subsurface site debris and building demolition, environmental activities, site preparation activities and public infrastructure improvements. In addition to new building construction, enhanced landscaping and irrigation, paved parking areas and drainage, and related improvements such as signage, sidewalks, lighting, curb cuts and drive approaches will be completed.

Construction is anticipated to begin in mid-to-late 2022, with construction completed by 2024.

The City of Wyandotte and its Tax Increment Finance Authority (TIFA) have been preparing the property for redevelopment for more than ten years, including spending more than \$400,000 for site acquisition of the seven parcels, demolition of select previously

existing homes and site improvements, and site assessments.

**Total Capital Investment:** 

This Plan Amendment anticipates approximately \$12.8 million in Total Capital Investments (including acquisition and Developer eligible activity costs) by MJC Templin, LLC.

#### **Estimated Job Creation:**

**Construction Jobs** 

During the environmental activities, site preparation and construction phases of the project, the Developer estimates that over 300 full-time equivalent (FTE) construction jobs will be created. Additional indirect jobs will be created by spending of earnings from both direct and indirect jobs (for example a construction worker's purchase of lunch, gasoline, groceries, etc.). Actual pay rates are unknown, but the average construction worker salary in Michigan is approximately \$43,100, or an equivalent hourly rate of \$21.

Permanent Jobs

The redeveloped property will provide a variety of permanent jobs, ranging from support staff, administrative, managerial, and professional jobs. Utilizing an average of one employee per 500 gross square feet, the 31,649 square feet of medical and professional office space will accommodate approximately 63 full- and part-time permanent employees. An average hourly wage of approximately \$20.00 is anticipated based on other medical office uses.

# **Estimated Gain in Taxes:** (after Project completion)

	Base Year Taxable Value	Future Taxable Value (after completion)	Increased/ Taxable Value (Increment)
	(2018)	(2024)	(2024)
	\$0	\$2,387,630	\$2,387,630
Annual Taxes Paid	\$0	\$171,156	\$171,156

**Estimated Duration of Plan:** Approximately 25 years (2018-2042) to reimburse the amounts specified in this Plan Amendment.

### **Estimated Duration of Plan**

Capture:

25 years (2018-2042). Total estimated Plan Amendment capture duration for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, BRA Administration & Application Fees, and MBRF capture.

Base Year of Plan:

2018. Note: A portion of 2070 Biddle parcel (tax parcel number 82-57-010-01-0001-001) only will carry a base year of 2013 (as of 12/31/2012). A small portion of land from this parcel will be removed from Brownfield Plan Site No. 19 (MJC Templin – Phase I, 2070 Biddle Avenue) through an amendment. Specifically, the east 16 feet of Lot 2, Block 61, of Tax Parcel 82-57-010-01-0001-001 will be removed from Brownfield Plan Site No. 19 and incorporated into this

new Brownfield Plan Site No. 21 as it is part of this project. The inclusion of the portion of the 2070 Biddle parcel has thus limited the capture of this Plan Amendment to 25 years (through 2042), if necessary.

First Year of Plan Capture:

2018. Note: Tax capture allowed to start in 2018 but limited, if any, tax increment will be generated between 2019-2022.

### New/Incremental Tax Gain (not captured) Breakdown Estimate:

(Total Plan Duration)

New/Incremental Tax Gain (not captur	red) Breakdow	n			
Total New/Incremental Tax Revenue Received by each Taxing Unit/ Entity (taxes not captured by the Brownfield Plan)	Percentage of Pass-Through/ Sharing to	Ca	timated Tax pture Period f of Years) =		25
(taxes not captured by the browniera rian)	Taxing Unit		New Tax Reve		eceived
		Tota	l/ Cumulative	Annı	ual Average
CITY OF WYANDOTTE		\$	126,367	\$	5,055
City Operating	0%	\$	-	\$	-
City Refuse/ Solid Waste	0%	\$	-	\$	-
City Drain 0&M (Drain #5)	0%	\$	-	\$	-
City Debt	100%	\$	126,367	\$	5,055
Subtotal: Local Unit of Government (LUG)	-	\$	126,367	\$	5,055
WAYNE COUNTY		\$	-	\$	-
Wayne County Operating (Charter: permanent)	0.00%	\$	_	\$	-
Wayne County Operating (Ontarier: permanency) Wayne County Operating (Voted)	0.00%	\$	_	\$	_
Wayne County Veterans (permanent)	0.00%	\$	_	\$	-
Wayne County Jail (voted 2022-2031)	0.00%	\$		\$	
Wayne County Parks	0.00%	\$		\$	
Subtotal: County	-	\$	-	\$	_
Wayne County Transit Authority (WCTA) - SMART (Election on 11/08/2022; 2022-2025)	0.00%	\$	-	\$	-
Huron Clinton Metro Parks Authority - HCMA (permanent)	0.00%	\$	-	\$	-
Wayne County Zoological Authority - Detroit Zoo (2018-27)	100.00%	\$	5,221	\$	209
Wayne County Art Authority - DIA (2022-2031)	100.00%	\$	10,448	\$	418
LIBRARY	-	\$	-	\$	-
Bacon Memorial District Library - BMDL	0.00%	\$	-	\$	-
INTERMEDIATE SCHOOL DISTRICT (ISD)	-	\$	-	\$	-
RESA - Special Education Operating (permanent)	0.00%	\$	-	\$	_
RESA - County Voted Special Education (permanent)	0.00%	\$	-	\$	-
RESA - Enhancement Millage (2022-2027)	0.00%	\$	-	\$	-
COMMUNITY COLLEGE	-	\$	-	\$	-
Wayne County Community College	0.00%	\$	-	\$	-
Subtotal: Other Local/Regional Taxing Units (excluding County & Local School Millages)	-	\$	15,669	\$	627
LOCAL SCHOOL MILLAGES: excludes State School millages	-	\$	196,392	\$	7,856
City School Debt - Wyandotte School District (expires after 2041)	100.00%	\$	196,392	\$	7,850
City School Sinking Fund - Wyandotte School District	0.00%	\$	-	\$	-
Subtotal: Local School Millages	-	\$	196,392	\$	7,856
Subtotal of County & All other Local/Regional Taxing Units (excluding LUG)		\$	212,062		-
Subtotal of All of the Above (including LUG)	-	\$	338,428		-
STATE SCHOOL MILLAGES: excludes Local School millages		\$	1,245,190	\$	49,808
State Education Tax - SET	100.00%	\$	311,298	\$	12,452
Local School Operating - LSO: 18 mills for Non-PRE Real Property	100.00%	\$	933,893	\$	37,350
Subtotal: State School Millages	-	\$	1,245,190	\$	49,808
GRAND TOTAL OF NEW TAX REVENUE TO ALL OF THE ABOVE	-	\$	1,583,619		-

### **Total Taxes Captured Estimate:**

(Total Plan Duration)

Total Taxes Captured During Brownfield Plan Tax Capture Period	C	Total/ umulative	An	nual Average
Brownfield Redevelopment Authority (BRA) Administration: Reimbursement of Local BRA Administrative & Operating Expenses	\$	107,944	\$	4,318
BRA Local Brownfield Revolving Fund (LBRF)	\$	-	\$	1
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$	-	\$	-
Local Taxes To Developer * (Reimburse Eligible Activities)	\$	2,876,498	\$	115,060
State School Taxes To Developer * (Reimburse Eligible Activities)	\$	11,720	\$	469
Total New Tax Capture (See Table 1a)	\$	2,996,161	\$	119,846

<sup>\*</sup> Developer Reimbursement Obligations may not be fully reimbursed based upon current estimates of projected Taxable Value and resultant tax capture from Local and State School Taxes. The identified Developer eligible costs in the Plan Amendment totaling \$2,888,217 (not including BRA Administration) may not be fully reimbursed if Taxable Value and/or tax capture assumptions do not increase over the balance of the 25-year capture period, because Plan Amendment estimates a deficiency/shortfall in potential capture.

### **Distribution of Total New Taxes Paid Estimate:**

(Total Plan Duration)

Total New Taxes Received by Taxing Units	\$ 1,583,619
Total New Taxes Captured *	\$ 2,996,161
Total New Taxes	\$ 4,579,780

<sup>\*</sup> The impact to each individual taxing jurisdiction may be as much as their proportionate share of \$2,996,161 so long as there are available revenues. Developer Brownfield costs in this Plan Amendment are extraordinary and as a result, even with the maximum number of years of tax capture allowed, the Developer may not be fully reimbursed. Currently, as identified in Table 4c, the resultant deficiency/shortfall to the Developer is estimated at \$825,567.

### **Eligible Activities and Eligible Costs:**

Eligible activities are estimated at approximately \$2,996,161 (inclusive of fees associated with BRA Administration) of which the projected costs of Developer eligible activities are \$2,888,217. Developer eligible activities as defined in this Plan Amendment are the eligible activities necessary for the Developer to complete its proposed Project. By way of adoption of this Plan Amendment, the Brownfield Plan will cap Developer eligible activity costs at \$2,888,217 so long as there are available revenues. Developer Brownfield costs in this Plan Amendment are extraordinary and as a result, even with the maximum number of years of tax capture allowed, the Project may not be fully reimbursed. The resultant deficiency/shortfall to the Developer is estimated at \$825,567 if

Taxable Value and/or tax capture assumptions do not increase over the balance of the 25-year capture period.

Eligible Activities	Eliş	gible Costs
EGLE-Environmental Eligible Activities		
Department-Specific Activities		
Exempt Activities - Assessments	\$	12,400
Exempt Activities - Due Care Planning	\$	19,450
Due Care Activities	\$	1,671,104
MSF Non-Environmental Eligible Activities		
Demolition Activities	\$	47,644
Lead and Asbestos Abatement Activities	\$	6,800
Infrastructure Improvements Activities (Private)	\$	-
Infrastructure Improvements Activities (Public) - In Public ROW/Easements	\$	309,263
Site Preparation Activities	\$	366,131
Subtotal	\$	2,432,791
Contingency (15%)	\$	360,141
Interest (Simple Interest)	\$	-
Subtotal with Contingency & Interest	\$	2,792,932
Brownfield Plan (BP) & Work Plan (WP) Preparation; BP Amendment;		
Development Agreement; BP Implementation & Compliance	\$	94,060
Local Application Fees	\$	1,225
Subtotal: to Developer *	\$ 2	2,888,217
City of Wyandotte BRA Administration (5%)	\$	107,944
City of Wyandotte BRA LBRF	\$	-
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$	-
Subtotal: to Local Unit of Government/ State	\$	107,944
GRAND TOTAL	\$ :	2,996,161

<sup>\*</sup> Developer Reimbursement Obligations may not be fully reimbursed based upon current estimates of projected Taxable Value and resultant tax capture from Local and State School Taxes. The identified Developer eligible costs in the Plan Amendment totaling \$2,888,217 (not including BRA Administration) may not be fully reimbursed if Taxable Value and/or tax capture assumptions do not increase over the balance of the 25-year capture period, because Plan Amendment estimates a deficiency/shortfall in potential capture.

### **INTRODUCTION**

## A. <u>General</u>

The City of Wyandotte (the "City"), established the Wyandotte Brownfield Redevelopment Authority (the "Authority" and "BRA") by adoption of a resolution pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381) on August 25, 1997. The Michigan Department of State, Office of the Great Seal, acknowledged receipt and filing of the resolution on August 29, 1997. The primary purpose of Act 381 is to promote the revitalization, redevelopment, and reuse of properties that are blighted, functionally obsolete, tax reverted, an historic resource, or contaminated (also known as a "facility") by providing economic incentives through tax increment financing to pay for certain approved eligible activities. The Authority is authorized by Act 381 to undertake all activities allowed by the statute.

The purpose of this Brownfield Plan (the "Plan" and/or "Plan Amendment"), as amended is to promote the redevelopment of and investment in certain "Brownfield" properties within the City. Inclusion of Property within this Plan Amendment will facilitate financing of eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "Brownfields" that are either environmentally contaminated (a "facility"), blighted property, historic resource or deemed functionally obsolete property. By facilitating redevelopment of Brownfield properties, this Plan Amendment is intended to promote economic growth for the benefit of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the eligible property that is the subject of this Plan Amendment, shall not be integral to the effectiveness or validity of this Plan Amendment. This Plan Amendment is intended to apply to the eligible property identified in this Plan Amendment and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to the Plan Amendment, affect the application of the Plan Amendment to the eligible property, or impair the rights available to the Authority under this Plan Amendment.

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

This Plan Amendment contains information required by Section 13(2) of Act 381.

## B. Brownfield Plan and Plan Amendment Summary

This Plan Amendment is the first amendment to the original 2018 Brownfield Plan.

## Original 2018 Brownfield Plan Site No. 21 ("Plan") -

The Wyandotte Brownfield Redevelopment Authority ("Authority") approved the Plan on January 16, 2018, followed by the Wyandotte City Council adoption of the Plan on February 26, 2018. Plan was estimated as a 17-year (2018 through 2034) tax increment revenue capture plan for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, BRA Administration & Application Fees, and MBRF capture. Without amending the Plan, the proposed redevelopment cannot be completed.

## 2022 Brownfield Plan Site No. 21 Amendment No. 01 ("Plan Amendment") -

This 2022 Plan Amendment will:

- Identify and describe the amended Project;
- o Identify the estimated Total Capital Investment;
- o Identify new projected taxable value and tax increment revenues because of the proposed amended Project;
- o Identify new eligible activities and eligible costs, and;
- Recognize the Plan Amendment's tax increment revenue capture period at 25-years through 2042 (last year of tax capture).

The Project recognized and planned under this Plan Amendment will result in a total estimated projected taxable value of \$2,387,630 (in Year 2024 upon full Project completion).

## 1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(2)(H))

The Eligible Property ("Property") consists of seven (7) parcels and is located in Wyandotte, Michigan. The Property is situated near the southwest corner of Biddle Avenue and Ford Avenue, bounded by Second Street to the west, and Spruce Street to the south, as depicted on the below Figure 1 – Scaled Property Location Map. The Property contains approximately 0.874-acres in the City of Wyandotte ("City") on seven (7) parcels as depicted in Exhibit A on Figure 2 – Legal Descriptions and Eligible Property Boundary. The Eligible Property parcels are summarized in the below table. See Exhibit A for legal descriptions of the Eligible Property.

Eligible Property											
Address (if known)	Tax ID	Basis of Eligibility									
163 Ford	57 010 02 0001 001	Adjacent and Contiguous to Blighted Property									
2035 2nd	57 010 02 0001 002	Adjacent and Contiguous to Blighted Property									
155 Ford	57 010 02 0002 001	Blighted Property									
146 Spruce - Vacant Lot next to privately-owned home at 146 Spruce	57 010 02 0013 001	Adjacent and Contiguous to Blighted Property Adjacent and Contiguous to Blighted Property									
150 Spruce	57 010 02 0013 002										
166 Spruce	57 010 02 0014 001	Adjacent and Contiguous to Blighted Property									
2070 Biddle – Western part of property along Ford Avenue (i)	57 010 01 0001 001	Adjacent and Contiguous to Blighted Property									

i. The property consists of a small portion of property (the East 16 feet of Lot 2 of Block 61) to be removed from Brownfield Plan Site No. 19, "MJC Templin - Phase I, 2070 Biddle Ave." and included in this new Brownfield Plan Site No. 21 Amendment No. 01 for "MJC Templin - Phase II."

Moran Ave Clinton Ave Michigan Ave LeBianc Ave Grassy Eligible Property Location (7 Parcels) Island Harrison Blvd alayette St Old Goddard Rd Fort St Dix Ave Ward Ave 124 134 145 Wyandotte Ford Ave Northline Rd Spruce St Cedar St Mulberry St. Walnut St nd 18th 19th 20th Walnut Ave Poplar St & Jobin Ave 12th Vinewood Ave St Superior Blvd Chestnut St (0) ⊈ Elm St 85 Maple St 42.21402, -83.15178

Figure 1 - Scaled Property Location Map

0.4mi Eureka Rd

This Project is seeking tax increment financing (TIF) reimbursement for Brownfield eligible activities. The use of tax increment revenues (TIRs) is a necessary component of redevelopment financing because of Brownfield conditions.

The Property is zoned "PD Plan Development District" and this zoning district allows for the proposed Project development. The Property is bounded by commercial and residential uses to the north, residential uses to the west and south, and commercial and office uses to the east.

The Property is abutted by surface roadways, an alley, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

All seven (7) parcels, except the parcel at 155 Ford Avenue that consists of a vacant blighted house and detached garage, are currently vacant land and no buildings are present. The six (6) vacant land parcels were previously developed with a total of four (4) separate residential homes and contained residential structures or a portion of a residential structure. The City of Wyandotte and its Tax Increment Finance Authority (TIFA) have been preparing the property for redevelopment for more than ten years, including spending more than \$400,000 for site acquisition of the seven parcels, demolition of select previously existing homes and site improvements, and site assessments.

The Project proposes to redevelop an underutilized, abandoned, vacant and Blighted Property that will create significant economic opportunity for the local area and downtown. The redevelopment integrates design elements, environmental and non-environmental activities, and economic development to further goals of the City, the Michigan Department of Environmental Quality ("MDEQ", now named the Michigan Department of Environment, Great Lakes and Energy "EGLE") and the Michigan Economic Development Corporation ("MEDC"). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) due care and additional response activities that will address any contamination on the Property, reducing the threat to human health and the environment; (3) elimination of blighted property that is an attractive nuisance to children; and (4) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The applicant has a strong desire to put this Property back to productive use and drastically improve the aesthetics of the area. The applicant will bring a significant investment and major improvement to downtown. The Project will add to the economic vitality of downtown.

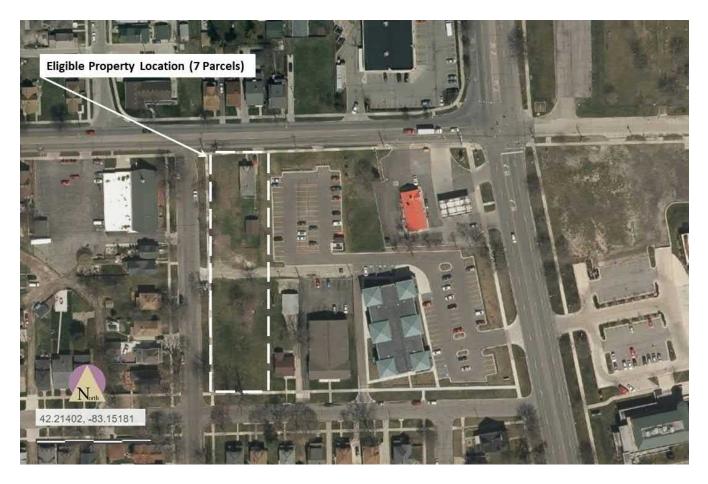
The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the "Property." Incremental tax revenues resulting from new personal property will be captured. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan Amendment, and an executed Brownfield Development and Reimbursement Agreement Site No. 21 ("Agreement"), as will be amended after adoption of this Plan Amendment, between the Developer, the Authority, and the City.







CURRENT ELIGIBLE PROPERTY PHOTOS – Blighted Property at 155 Ford Avenue



**CURRENT ELIGIBLE PROPERTY – AERIAL** 



PROPOSED PROJECT AFTER COMPLETION - RENDERING (East Elevation)

## 2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

The Property is considered "eligible property" as defined by Act 381, Section 2, because (a) the Property was previously utilized or is currently utilized for residential purposes; (b) the vacant residential structure at 155 Ford Avenue is deemed "blighted" property; (c) each of the remaining six (6) parcels are "adjacent or contiguous" to the "blighted" property; and (d) the Property is located within the City of Wyandotte, a qualified local governmental unit, or "Core Community," under Act 381.

Eligible Property											
Address (if known)	Tax ID	Basis of Eligibility									
163 Ford	57 010 02 0001 001	Adjacent and Contiguous to Blighted Property									
2035 2nd	57 010 02 0001 002	Adjacent and Contiguous to Blighted Property									
155 Ford	57 010 02 0002 001	Blighted Property									
146 Spruce - Vacant Lot next to privately-owned home at 146 Spruce	57 010 02 0013 001	Adjacent and Contiguous to Blighted Property									
150 Spruce	57 010 02 0013 002	Adjacent and Contiguous to Blighted Property									
166 Spruce	57 010 02 0014 001	Adjacent and Contiguous to Blighted Property									
2070 Biddle – Western part of property along Ford Avenue (i)	57 010 01 0001 001	Adjacent and Contiguous to Blighted Property									

i. The property consists of a small portion of property (the East 16 feet of Lot 2 of Block 61) to be removed from Brownfield Plan Site No. 19, "MJC Templin - Phase I, 2070 Biddle Ave." and included in this new Brownfield Plan Site No. 21 Amendment No. 01 for "MJC Templin - Phase II."

Refer to Exhibit B - Basis of Eligibility – Wyandotte City Council Resolution "Blighted Property" Determination (155 Ford Avenue) regarding the Property's basis of eligibility and inclusion in the Plan Amendment as an "Eligible Property." As Eligible Property, the Property is eligible for Brownfield redevelopment incentives from the Authority.

## 3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (2)(A),(B))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381, because they include EGLE-Environmental Eligible Activities (Department-Specific Activities of Exempt Activities – Assessments, Exempt Activities – Due Care Planning, and Due Care Activities), MSF Non-Environmental Eligible Activities (Demolition (site and building), Lead and Asbestos Abatement, Infrastructure Improvements, and Site Preparation), Brownfield Plan & Work Plan Preparation; Brownfield Plan Amendment; Development Agreement; Brownfield Plan Implementation & Compliance, Contingency, BRA Administration and Local Application Fees.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan Amendment may switch categories if onsite, offsite or Property conditions change. If conditions change, an eligible activity may fall under a different category (such as an Environmental or Non-Environmental eligible activity) so long as the Plan Amendment does not involve the capture of State School Tax Increment Revenue (i.e., an Act 381 Work Plan). Local-only Tax Capture Plans can adjust between Environmental and Non-Environmental activity categories. Furthermore, for the eligible activities identified in the Plan

Amendment, the costs of any activities may be adjusted after the date the Plan Amendment is approved by the Authority, so long as the costs do not exceed the combined total of all eligible activity costs (combined Environmental and Non-Environmental costs) plus a pro-rata contingency amount (but excluding the interest amount, if any), to the extent that the adjustments do not violate the terms of any approved documents, such as a Development Reimbursement Agreement, or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the Property. Amendments to Act 381 that were signed into law on December 28, 2012 allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan (including Plan Amendments), if those costs and the eligible property are subsequently included in an approved Plan or Plan Amendment. In the event that eligible activities are performed prior to Plan or Plan Amendment approval, approved eligible activity costs will be reimbursable in accordance with Act 381.

In accordance with this Plan Amendment and the associated Development Reimbursement Agreement (the "Agreement"), as will be amended after adoption of this Plan Amendment with the Authority, the amount advanced by the Developer will be repaid by the Authority, solely from the tax increment revenues realized from the Eligible Property.

Tax increment revenues generated by this Project will be governed by the Agreement as amended. No state school tax capture was assumed to reimburse eligible activity costs in this Plan Amendment except for Exempt Activities that do not require approval of an Act 381 Work Plan by EGLE. Other than Exempt Activities, the eligible activities identified in the Plan Amendment are as a local-only tax capture cost by the Authority.

Tax increment revenues will be used to pay or reimburse the following obligations based upon the proposed Waterfall Structure for use of tax increment revenues. This Waterfall Structure may be amended in the amended Agreement between the Authority, City and the Developer:

- 1. City/Local Brownfield Redevelopment Authority (LBRA)-Reimbursement of Administration Expenses, and;
- 2. Developer Reimbursement for Environmental and Non-Environmental Eligible Activity costs and other eligible costs identified in this Plan Amendment.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan Amendment that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of the amended Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the amended Agreement.

Total Plan Amendment eligible activity costs identified shall not exceed \$2,996,161, so long as there are available revenues. However, based upon current estimates of Projected Taxable Value and resultant tax capture, the identified Eligible Activities in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 25-year capture period, because the Plan Amendment only estimates \$2,170,594 in potential tax capture. If the actual costs of eligible activities are lower than the estimates identified in this Plan Amendment, capture may be lower or if the Taxable Value is higher than estimated eligible costs may be fully reimbursed.

To summarize, if the Plan Amendment is adopted as proposed, Developer reimbursement shall be capped at an amount not to exceed \$2,888,217 on the actual costs of the following Eligible Activities incurred by the Developer: EGLE-Environmental Eligible Activities (Department-Specific Activities of Exempt Activities – Assessments, Exempt Activities – Due Care Planning, and Due Care Activities); MSF Non-Environmental Eligible Activities (Demolition (site and building), Lead and Asbestos Abatement, Infrastructure Improvements, and Site Preparation); Brownfield Plan & Work Plan Preparation; Brownfield Plan Amendment; Development Agreement; Brownfield Plan Implementation & Compliance; Contingency, and; Local Application Fees. The maximum capture for BRA Administration shall be 5.0% annually of Local Tax Capture. However, if the actual costs of eligible activities are lower than estimated, the amount reimbursed to the Developer, or paid for BRA Administration, may be lower.

Table 1a - Itemized Eligible Activities	Amou	ble Activity nt Supported		cal Tax apture	Tax	e School Capture	Caj	ocal Tax pture Only	State Tax Capture Only
	in Bro	wnfield Plan	6	3.20%	3	6.80%	1	100.00%	100.00%
EGLE Eligible Activities									
Department-Specific Activities									
Exempt Activities - Assessments	\$	12,400	\$	7,837	\$	4,563	\$	-	\$
Exempt Activities - Due Care Planning	\$	19,450	\$	12,293	\$	7,157	\$	-	\$
Due Care Activities	\$	1,671,104	\$	-	\$	-	\$	1,671,104	\$ -
EGLE Environmental Eligible Activities Total	\$	1,702,954	\$	20,130	\$	11,720	\$	1,671,104	\$
MSF Eligible Activities									
Demolition Activities	\$	47,644	\$	-	\$	-	\$	47,644	\$
Lead, Asbestos and Mold Abatement Activities	\$	6,800	\$	-	\$	-	\$	6,800	\$
Infrastructure Improvements Activities (Private)	\$	-	\$	-	\$	-	\$	-	\$
Infrastructure Improvements Activities (Public) - In Public ROW/Easements	\$	309,263	\$	-	\$	-	\$	309,263	\$
Site Preparation Activities	\$	366,131	\$	-	\$	-	\$	366,131	\$
MSF Non-Environmental Eligible Activities Total	\$	729,837	\$		\$		\$	729,837	\$
Contingency: EGLE Environmental (15%)	\$	250,666	\$		\$		\$	250,666	\$
Contingency: MSF Non-Environmental (15%)	\$	109,476			\$		\$	109,476	\$
Subtotal: Contingencies	\$	360,141			\$		\$	360,141	\$
Interest: EGLE Environmental (Simple Interest)	\$	300,141	\$		\$		\$		\$
Interest: MSF Non-Environmental (Simple Interest)	\$		\$		\$		\$		\$
Subtotal: Interest	\$		\$		\$		\$		\$
		2 502 022		20.420	·	44.520	Ė		
Subtotal: EAs + Contingencies + Interest	\$	2,792,932	\$	20,130	\$	11,720	•	2,761,082	\$
Brownfield Plan (BP) & Work Plan (WP) Preparation; BP Amendment; Development Agreement; BP Implementation & Compliance	\$	94,060	\$	-	\$	-	\$	94,060	\$
Local Application Fees	\$	1,225		-		-	\$	1,225	-
Total Administrative: Brownfield Plan + Work Plan + Application Fees	\$	95,285	\$	-	\$	-	\$	95,285	\$
Subtotal: EAs + Contingencies + Interest + Administrative *	\$	2,888,217	\$	20,130	\$	11,720	\$	2,856,367	\$
Brownfield Redevelopment Authority (BRA) Administration: Reimbursement of Local BRA Administrative & Operating Expenses	\$	107,944		-		-	\$	107,944	-
BRA Local Brownfield Revolving Fund (LBRF)	\$	-		-		-	\$	-	-
Total BRA: BRA Administration + LBRF	\$	107,944	\$	-	\$	-	\$	107,944	\$
Subtotal: EAs + Contingencies + Interest + Administrative + BRA	\$	2,996,161	\$	20,130	\$	11,720	\$	2,964,311	\$
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$	-		-		-		-	\$
GRAND TOTAL: EAs + Contingencies + Interest + Administrative + BRA + MBRF	\$	2,996,161	\$	20,130	\$	11,720	\$	2,964,311	\$
Notes:									

Table 1b - Summary of Eligible Activities	Amo	gible Activity ount Supported rownfield Plan
Total Local Taxes to Developer Eligible Activities, Contingency and Interest	\$	2,876,498
Total Local Taxes to BRA Eligible Activities, Contingency and Interest	\$	-
Total Local Tax Capture Eligible Activities, Contingency and Interest	\$	2,876,498
Total Local Taxes to BRA Administration	\$	107,944
Total Local Taxes to Local Brownfield Revolving Fund (LBRF)	\$	-
Total Local Taxes to BRA	\$	107,944
Total School Taxes to Developer Eligible Activities, Contingency and Interest	\$	11,720
Total School Taxes to BRA Eligible Activities, Contingency and Interest	\$	-
Total School Taxes to State of Michigan Brownfield Redevelopment Fund (MBRF)	\$	-
Total School Tax Capture Eligible Activities	\$	11,720
Total Capture by Brownfield Redevelopment Authority (BRA)	\$	107,944
Total Capture by State of Michigan Brownfield Redevelopment Fund (MBRF)	\$	-
Total Capture by Developer *	\$	2,888,217
GRAND TOTAL	\$	2,996,161

Notes: \* To meet Developer Reimbursement Obligations.

## 4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(2)(C),(F))

This Plan Amendment anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan Amendment in accordance with the Agreement as will be amended. The initial taxable value of the Property shall be determined by the use of tax year 2018 tax values, except for a portion of 2070 Biddle parcel (tax parcel number 82-57-010-01-0001-001) only that will carry a base year of 2013 (as of 12/31/2012). Tax increment revenue is expected to be available for capture by the redevelopment on the Property in 2019. Estimates project that the Authority is expected to capture the tax increment revenues through 2042, which will be generated by the increase in taxable value. The following table provides a summary of the captured incremental taxable values and tax increment revenues captured which it will provide after completion of the redevelopment project. In addition, detailed tables of estimated tax increment revenues to be captured is attached to this Plan Amendment as Exhibit C, Table 4 - Tax Increment Financing Estimates.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property set through the property assessment process by the local unit of government and equalized by the County. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan Amendment will be based on the actual millage levied annually by each taxing jurisdiction on the increase in taxable value resulting from the redevelopment project that is eligible and approved for capture. Eligible activities are estimated at approximately \$2,996,161 so long as there are available revenues. However, based upon current estimates of Projected Taxable Value and resultant tax capture, the identified eligible activities to the Project in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 25-year capture period, because the Plan Amendment only

estimates \$2,170,594 in potential tax capture. After tax capture payments to other obligations identified in this Plan (BRA Administration), the resultant shortfall to Developer is estimated at \$825,567. If the actual costs of eligible activities are lower than the estimates identified in this Plan Amendment, capture to the Project may be lower or if the Taxable Value is higher than estimated Project reimbursement may be satisfied.

Additional Revenues Captured if Taxable Values Increase										
Estimated Eligible Activity Costs	\$2,996,161									
Estimated Potential Tax Capture	\$2,170,594									
Estimated Deficiency/Shortfall*	\$825,567									

\*Based upon Plan estimates of projected Taxable Value. Developer eligible activity deficiency/shortfall amount shown will be reimbursed in accordance with Table 1a if Taxable Values increase over the 25-year capture period. The amount of tax increment revenue capture available under this Plan Amendment will be based on the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment Project that is eligible and approved for capture.

Table 2 - Captured Incremental Taxable Values & Tax Increment Revenues Captured **Captured** Tax Increment Tax Year Incremental Revenues **Taxable Values** Captured \$ 2018 - Base Year & Start of Tax Capture \$ \$ \$ 2019 \$ \$ 2020 \$ \$ 2021 \$ 2022 \$ \$ \$ 2023 328,762 18,115 2024 \$ \$ 105,581 2,387,630 \$ \$ 2025 2,423,445 99,900 \$ \$ 2026 2,459,796 101,399 \$ 2027 2,496,693 \$ 102,920 \$ 2028 2,534,144 \$ 104,464 \$ \$ 2029 2,572,156 106,031 \$ \$ 2030 107,621 2,610,738 \$ \$ 2031 2,649,899 109,235 \$ \$ 2032 2,689,648 110,874 \$ 2,729,992 \$ 2033 112,537 \$ 2,770,942 \$ 2034 114,225 \$ 2,812,507 \$ 2035 115,939 \$ \$ 2036 2,854,694 117,678 \$ \$ 2037 2,897,515 119,443 2038 \$ 2,940,977 \$ 121,234 \$ 2,985,092 \$ 2039 123,053 \$ \$ 2040 3,029,868 124,899 \$ \$ 2041 3,075,316 126,772 \$ 2042 3,121,446 128,674 \$ Total \* 2,170,594

<sup>\*</sup> Eligible activities are estimated at approximately \$2,996,161 (inclusive of fees associated with BRA Administration) of which the projected costs of Developer eligible activities are \$2,888,217 so long as there are available revenues. However, based upon current estimates of Projected Taxable Value and resultant tax capture, the identified eligible activities in Table 1a may not be fully reimbursed if Taxable Value assumptions don't increase over the 25-year capture period, because the Plan Amendment only estimates \$2,170,594 (per above table) in potential tax capture. The resultant shortfall to the Developer is estimated at \$825,567. However, if the actual costs of eligible activities are lower than the estimates identified in this Plan Amendment, capture to the Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be satisfied.

## 5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(2)(D))

Eligible activities are to be financed by the Developer and City.

The Developer and City will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of capture used to reimburse the:

- Developer for costs in this Plan Amendment are capped at \$2,888,217, so long as there are available revenues.
- Authority for costs in this Plan Amendment are \$107,944, so long as there are available revenues.

All reimbursements authorized under this Plan Amendment shall be governed by the Agreement as will be amended. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Plan Amendment. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan Amendment is intended to authorize the Authority to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan Amendment, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan Amendment, will be provided solely under the Agreement contemplated by this Plan Amendment.

## 6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(2)(E))

The Authority will not incur a note or bonded indebtedness for this Brownfield project under this Plan Amendment.

## 7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(2)(F))

Tax capture shall not exceed the lesser of (a) the period of time necessary to reimburse eligible activities and other costs approved pursuant to the Act, or (b) 30 years, the maximum term allowed by Section 13(2)(f) of Act 381. However, due to the inclusion of a portion of 2070 Biddle parcel (tax parcel number 82-57-010-01-0001-001), the maximum term allowed by Section 13(2)(f) of Act 381 will end on December 30, 2042. Therefore, under this Plan Amendment, the plan shall not be in place any longer than through 2042.

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

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

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

## 8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(2)(G))

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed) over a 25-year capture period. The impact to each individual taxing jurisdiction may be as much as their proportionate share of \$2,170,594. Table 1a identifies the total amount required for the Project's eligible activities and if sufficient revenues become available for capture the impact to each individual taxing jurisdiction could become as much as their proportionate share of \$2,996,161. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented Exhibit C.

Table 3 - Impact to Taxing Jur	isdic	ctions				
AD VALOREM TAX AUTHORITIES/ TAX UNITS/ TAXING JURISDICTIONS		ncremental axes Paid <sup>1</sup>	R	ncremental Taxes eturned to axing Unit <sup>2</sup>	C Br	x Impact/ apture: ownfield IF Plan <sup>3</sup>
CITY OF WYANDOTTE						
City Operating	\$	756,791	\$	-	\$	756,791
City Refuse/ Solid Waste	\$	126,367	\$	-	\$	126,367
City Drain 0&M (Drain #5)	\$	181,922	\$	-	\$	181,922
City Debt	\$	126,367	\$	126,367	\$	-
WAYNE COUNTY						
Wayne County Operating (Charter: permanent)	\$	293,798	\$	-	\$	293,798
Wayne County Operating (Voted)	\$	49,564	\$	-	\$	49,564
Wayne County Veterans (permanent)	\$	1,912	\$	-	\$	1,912
Wayne County Jail (voted 2022-2031)	\$	49,009	\$	-	\$	49,009
Wayne County Parks	\$	12,789	\$	-	\$	12,789
Wayne County Transit Authority (WCTA) - SMART (Election on 11/08/2022; 2022-2025)	\$	52,104	\$	-	\$	52,104
Huron Clinton Metro Parks Authority - HCMA (permanent)	\$	10,940	\$	-	\$	10,940
Wayne County Zoological Authority - Detroit Zoo (2018-27)	\$	5,221	\$	5,221	\$	-
Wayne County Art Authority - DIA (2022-2031)	\$	10,448	\$	10,448	\$	-
LIBRARY						
Bacon Memorial District Library - BMDL	\$	79,028	\$	-	\$	79,028
INTERMEDIATE SCHOOL DISTRICT (ISD)						
RESA - Special Education Operating (permanent)	\$	5,007	\$	-	\$	5,007
RESA - County Voted Special Education (permanent)	\$	175,145	\$	-	\$	175,145
RESA - Enhancement Millage (2022-2027)	\$	104,093	\$	-	\$	104,093
COMMUNITY COLLEGE						
Wayne County Community College	\$	169,568	\$	-	\$	169,568
LOCAL SCHOOL MILLAGES: excludes State School millages						
City School Debt - Wyandotte School District (expires after 2041)	\$	196,392	\$	196,392	\$	-
City School Sinking Fund - Wyandotte School District	\$	90,838	\$	-	\$	90,838
STATE SCHOOL MILLAGES: excludes Local School millages						
State Education Tax - SET	\$	314,228	\$	311,298	\$	2,930
Local School Operating - LSO: 18 mills for Non-PRE Real Property	\$	942,683	\$	933,893	\$	8,790
Totals	\$	3,754,213	\$	1,583,619	\$ 2	2,170,594
Ta	x In	crement Rev	enu	es Captured	\$ 2	2,170,594

### Notes:

- 1. Tax Amount Paid on Incremental Taxable Value (excludes Tax Amount paid on Base Year Taxable Value, if any) during Brownfield Plan Tax Capture period.
- 2. Tax Amount Returned on Incremental Taxable Value (excludes Tax Amount paid on Base Year Taxable Value, if any) during Brownfield Plan Tax Capture period because: (a) millages are not allowed for Tax Capture by the Brownfield Redevelopment Authority, or (b) Excess Tax Capture returned because Tax Capture Amount exceeds Eligible Activity amount.
- 3. Under this Plan Amendment, 100% of the millages allowed for TIFA capture will be transferred to the BRA for their use. The transfer of the TIFA's millages to the BRA will be in accordance with an Interlocal Agreement per the Urban Cooperation Act, Public Act 7 of 1967. All millages not allowed for TIFA tax capture will be captured by the BRA as allowed pursuant to Act 381 of the Public Acts of 1996, as amended.

## 9. DISPLACEMENT OF PERSONS (SECTION 13(2)(I-L))

There are no persons or businesses residing on the Property, and no occupied residences are designated for acquisition and clearance by the Authority; therefore, there will be no displacement or relocation of persons or businesses under this Plan Amendment.

## 10. LOCAL BROWNFIELD REVOLVING FUND (SECTION 8)

No tax increment revenue funds captured under this Plan Amendment will be used to contribute to the Local Brownfield Revolving Fund (LBRF).

## 11. STATE BROWNFIELD REDEVELOPMENT FUND (SECTION 8A)

No tax increment revenue funds captured under this Plan Amendment will be used to contribute to the State of Michigan Brownfield Redevelopment Fund (MBRF).

## 12. OTHER INFORMATION (SECTION 13(2)(M))

## **Brownfield Plan Amendments**

The Authority and the City, in accordance with the Act, may amend this Plan Amendment in the future in order to fund additional eligible activities associated with the Project described herein in the event an amendment is deemed necessary for the completion of the Project and to meet the objectives of the Plan Amendment under Act 381.

## **Explanation of Millages Captured**

**A.** All eligible property in this Plan Amendment is within the City's Development and Tax Increment Financing Plan for the Consolidated Development Area (commonly referred to as "TIFA"), and the TIFA is authorized to capture all millages authorized under the Tax Increment Finance Authority Act, Michigan Public Act 450 of 1980, as amended (Act 450), for the duration of the TIFA Plan. However, under this Plan Amendment, 100% of the millages allowed for TIFA capture will be transferred to the BRA for their use. The transfer of the TIFA's millages to the BRA will be in accordance with an Interlocal Agreement ("ILA") per the Urban Cooperation Act, Public Act 7 of 1967. The ILA allows the TIFA to authorize or "pass-through" to the Brownfield Redevelopment Authority the tax increment that it would otherwise capture. The ILA is a "global agreement" that allows for any Brownfield project to capture said millages, subject to further approval by the TIFA.

**B.** All millages not allowed for TIFA tax capture will be captured by the BRA as allowed pursuant to Act 381 of the Public Acts of 1996, as amended. Based on the above, and as required under Act 381, an estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located is provided in Table 3 and Table 4c of this Plan Amendment.

**C.** Capture of School Millages, the Local School Operating (LSO) millage and the State Education Tax (SET) millage, by the Authority are allowed for EGLE-Environmental Eligible Activities of Exempt Activities – Assessments and Exempt Activities – Due Care Planning ("EGLE Exempt Activities"). EGLE Exempt Activities are not subject to approval of an Act 381 Environmental Work Plan by EGLE.

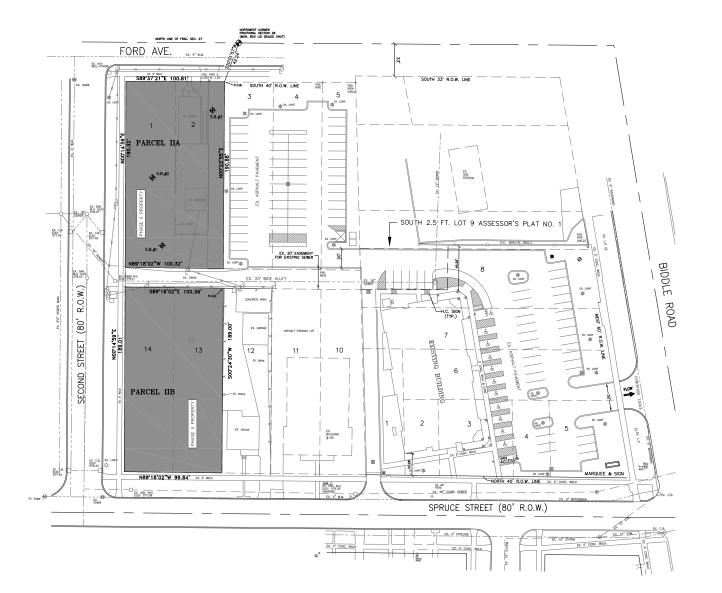
# **EXHIBITS**

## **EXHIBIT A**

Figure 2 - Legal Descriptions and Eligible Property Boundary Map

#### BENCHMARKS:

- 1.) CATCH BASIN RIM, SOUTH SIDE OF FORD AVE. IN FRONT OF HOUSE #135. ELEVATION 576.53 (NAVD88)
- SANITARY MANHOLE RIM, NORTH SIDE SPRUCE STREET, NEAR APARTMENT BUILDING #130. ELEVATION 576.36 (NAVD88)







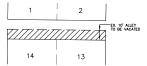
#### PROPERTY DESCRIPTION - PARCEL IIA

PARCEL OF LAND LOCATED IN CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN AND DESCRIBED AS FOLLOWS: LOTS 1 AND 2 OF BLOCK 61 PLAT OF PART OF THE CITY OF WYANDOTTE AS RECORDED IN LIBER 2, PAGE 36 OF WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED

RECORDED IN LIBER 2, PAGE 36 OF WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED RECONNING AT A FOUNT ON THE SOUTH 33 FOOT RIGHT OF WAY LIBE OF FORD ADDING WARRIES WIDTH, BEING DISTANT 320701/57W 42.24 FEET FROM THE MORTHWIST CORNER OF FRACTIONAL SECTION 25, TOWN 5 WOUNT LIBER OF LIBER OF

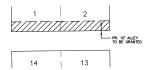
#### PROPERTY DESCRIPTION - PARCEL IIB

PROPERTY DESCRIPTION — PARCEL IIB
PRECE OF LINE LOCATED IN CITY OF WANDOTTE, WINE COUNTY, MICHEAN AND DESCRIBED
PRECE OF LINE LOCATED IN CITY OF WANDOTTE, WINE COUNTY, MICHEAN AND DESCRIBED
PRECIDENCY DESCRIBED AS: BOTH TO SEE AN OFFICE AND THE COUNTY RECORDS, MORE
PRECIDENCY DESCRIBED AS: BOTH THE SEE COUNTY OF SAID LOT 13. THENCE
PRECIDENCY DESCRIBED AS: BOTH THE SECTION OF SAID LOT 13. THENCE
PRECIDENCY SAID AND THE SOUTH LINE OF SAID LOT 13. THENCE
PRECIDENCY SAID AND THE SOUTH LINE OF SAID LOT 13. THENCE
PRECIDENCY SAID AND THE SOUTH LINE OF SAID LOTS 13. AND 14. AND THE PORTH
PRICE WINE THENCE SOFT SAID COUNTY SAID LOTS 13. AND
14 AND THE POINT OF BEDINNING. DESCRIBED PARCEL, CONTAINS 0.43 ACRES, MORE OR LESS,
AND IS SUBJECT OF ALL DESCRIPTION, RESTRICTIONS, AND HOWS TO PE VAN OF RECORD.



#### EXISTING ALLEY TO BE VACATED

PARCEL OF LAND LOCATED IN CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN AND DESCRIBED AS FOLLOWS: A PORTION OF THE EAST-WEST ALLEY EAST OF SECOND STREET MIO SOUTH OF FORD AVENUE BENN THE SOUTH OF DEET OF ALLEY ADALCENT TO LOTS 13 AND 14 OF BLOCK OF PART OF THE CITY OF WANDOTTE AS RECORDED IN LIBER 2, PAGE 36 OF WAYNE COUNTY RECORDS, DESCRIBED PARCEL CONTINNS COLOURS ACRES, MORE OF LESS.



PROPOSED PROPERTY TO BE GRANTED TO THE CITY OF WYANDOTTE AS AN ALLEY. PARCE OF JAND LOCATED IN CITY OF WANDOTTE WITH COUNTY, MCHGAN AND DESCRIBED AS FOLLOWS: THE SOUTH TO FEET OF LOTS 1 AND 2 OF BLOCK OF PLAT OF PART OF THE CITY OF WANDOTTE WITH CROCKED. LIBER 22 PAGE 50 "WANNE COUNTY RECORDS." TO THE CITY OF WANDOTTE AS A PUBLIC ALLEY AND IS LOCATED EAST OF SECOND STREET AND SOUTH OF FORM AVENUE.

Figure	2 _ 1 _ 0	al Descrin	tione and	Fligible	Property	Roundary

LAND DEVELOPMENT CONSU 46600 ROMEO PLANK, SUITE 2 MACOMB, MI 48044	PHONE:	RVICES, INC. (586)868-2350 (586)868-2351
PROPOSED OFFICE CONDOMI	NIUMS	SCALE: 1" = 30"
PART OF FRACTIONAL SEC. 28, T.3.S.		DATE: 10-18-17
CITY OF WYANDOTTE, WAYNE COUNTY,	MICHIGAN	DRAWN BY: G.S.
TIFA-BRA PLAN		LDCS # 17-01-SP
MJC TEMPLIN LLC 4600 ROMEO PLANK RD., SUITE 5		DRAWING NO.

## **EXHIBIT B**

Basis of Eligibility - Wyandotte City Council Resolution "Blighted Property" Determination (155 Ford Avenue)

## CITY OF WYANDOTTE, MICHIGAN CERTIFIED RESOLUTION 2017-511

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: November 6, 2017

MOVED BY: Councilperson Sabuda SUPPORTED BY: Councilperson Calvin

RESOLVED BY THE CITY COUNCIL that the communication from the City Engineer regarding the property at 155 Ford Avenue and the proposed development by MJC Templin LLC, in Wyandotte, Michigan, is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the City Council, based on the City Engineer's communication hereby determines that the property at 155 Ford Avenue, Wyandotte, Michigan, is blighted property as defined in the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended, based on the following criteria:

1. The existing vacant structure is an attractive nuisance to children because of its physical condition, use and occupancy, as evidenced by its poor condition and the fact that it is unused and unoccupied City-owned property, and there being no plans to use, rehabilitate, or occupy the structure.

Motion unanimously carried.

ABSENT: Councilpersons Alderman, Maiani

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on November 6, 2017 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

## **EXHIBIT C**

## **Table 4 - Tax Increment Financing Estimates**

Table 4a1 - Base Year Taxable Value/Initial Taxable Value (ITV) Information

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/Initial Taxable Value (ITV)

Table 4b - Estimated Future Incremental Taxable Value (FITV) Information

Table 4c - Impact of Tax Capture on Taxing Authorities/Tax Units

Table 4d - Reimbursement of Eligible Activities & Disbursements

### MJC TEMPLIN - PHASE II: PROFESSIONAL OFFICE DEVELOPMENT PROJECT - WYANDOTTE, MICHIGAN BROWNFIELD PLAN SITE NO. 21 - AMENDMENT NO. 1

Table 4a1 - Base Year Taxable Value/ Initial Taxable Value (ITV) Information

Notes	Property Io	dentification			Value/ Initia Brownfield	Total Taxe Base Ye		Notes			
	Address	Tax Parcel Number	Land	Land Improve- Building <b>Pro</b>		Real Property Subtotal	Personal Property (1)	Total	Real Property	Personal Property	BASE YEAR = 2018
City-Owned	163 Ford	57 010 02 0001 001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Actual Value for 2018
City-Owned	2035 2nd	57 010 02 0001 002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Actual Value for 2018
City-Owned	155 Ford	57 010 02 0002 001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Estimated Value for 2018
City-Owned	146 Spruce - Vacant Lot next to privately- owned home at 146 Spruce	57 010 02 0013 001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Actual Value for 2018
City-Owned	150 Spruce	57 010 02 0013 002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Actual Value for 2018
City-Owned	166 Spruce	57 010 02 0014 001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Actual Value for 2018
Privately- Owned (MJC TEMPLIN LLC)	No Address (2)	57 010 01 0001 001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Actual Value for 2018
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-

### Notes:

(1) Assumes No Assessed/Taxable Value for any existing Personal Property.
(2) The property consists of a small portion of property (the East 16 feet of Lot 2 of Block 61) to be removed from Brownfield Plan No. 19, "MJC Templin - Phase I, 2070 Biddle Ave." and to be included in "MJC Templin - Phase II, Brownfield Plan Site No. 21- Amendment No. 1."

Last revised: 10/25/2022

## MJC TEMPLIN - PHASE II: PROFESSIONAL OFFICE DEVELOPMENT PROJECT - WYANDOTTE, MICHIGAN BROWNFIELD PLAN SITE NO. 21 - AMENDMENT NO. 1

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)

	AD VALOREM TAX AUTHORITIES/ TAX UNITS/ TAXING JURISDICTIONS	Millage Rate Paid on Real Property <sup>1</sup>	Millage Rate Paid on Personal Property <sup>1</sup>	Base Year	2018					
		Annual	Annual	BP Year Number	1					
-	CITY OF WYANDOTTE	-	-	-	-					
-	City Operating	14.4505	14.4505		\$ 0					
-	City Refuse/ Solid Waste	2.4129	2.4129		\$ 0					
-	City Drain O&M (Drain #5)	3.4737	3.4737		\$ 0					
-	City Debt	2.4129	2.4129		\$ 0					
-	Subtotal of Local Government Unit (LGU): Annual	22.7500	22.7500		\$ 0					
-	WAYNE COUNTY	-	-	-	-					
-	Wayne County Operating (Charter: permanent)	5.6099	5.6099		\$ 0					
-	Wayne County Operating (Voted)	0.9464	0.9464		\$ 0					
-	Wayne County Veterans (permanent)	0.0365	0.0365		\$ 0					
-	Wayne County Jail (voted 2022-2031)	0.9358	0.9358		\$ 0					
-	Wayne County Parks	0.2442	0.2442		\$ 0					
-	Wayne County Transit Authority (WCTA) - SMART (Election on 11/08/2022; 2022-2025)	0.9949	0.9949		\$ 0					
_	Huron Clinton Metro Parks Authority - HCMA (permanent)	0.2089	0.2089		\$ 0					
-	Wayne County Zoological Authority - Detroit Zoo (2018-27)	0.0997	0.0997		\$ 0					
-	Wayne County Art Authority - DIA (2022-2031)	0.1995	0.1995		\$ 0					
-	LIBRARY	-	_	-	_					
-	Bacon Memorial District Library - BMDL	1.5090	1.5090		\$ 0					
-	INTERMEDIATE SCHOOL DISTRICT (ISD)	-	-	-	-					
-	RESA - Special Education Operating (permanent)	0.0956	0.0956		\$ 0					
-	RESA - County Voted Special Education (permanent)	3.3443	3.3443		\$ 0					
-	RESA - Enhancement Millage (2022-2027)	1.9876	1.9876		\$ 0					
-	COMMUNITY COLLEGE	-	-	-	-					
	Wayne County Community College	3.2378	3.2378		\$ 0					
	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-						
	City School Debt - Wyandotte School District (expires after 2041)	3.7500	3.7500		\$ 0					
-	City School Sinking Fund - Wyandotte School District	1.7345	1.7345		\$ 0					
-	Subtotal of Non-Local Government Unit (LGU) Local: Annual	24.9346	24.9346		\$ 0					
-	Total Local: Annual	47.6846	47.6846		\$ 0					
-	STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	-					
-	State Education Tax - SET	6.0000	6.0000		\$ 0					
	Local School Operating - LSO: 18 mills for Non-PRE Real									
-	Property	18.0000	6.0000		\$ 0					
-	Total State & Local School: Annual	24.0000	12.0000		\$ 0					
-	TOTAL LOCAL AND STATE & LOCAL SCHOOL: ANNUAL	71.6846	59.6846		\$ 0					

## Notes:

The most current available millage rates are utilized (Summer 2022 & Winter 2021) and are assumed to be

<sup>1</sup> in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/ or the addition of new millages.

## MJC TEMPLIN - PHASE II: PROFESSIONAL OFFICE DEVELOPMENT PROJECT - WYANDOTTE, MICHIGAN

#### BROWNFIELD PLAN SITE NO. 21 - AMENDMENT NO. 1

Table 4b - Estimated Future Incremental Taxable Value (FITV) Information

Table 40 - Estimated ruture incremental Taxable value (FIT v) information										Calendar Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
											BP Year Number	0	1	2	3	4	5	6	7	8	9
Estimated Percentage (%)	Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s) & Land Improvements shown below											0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.50%
Estimated Percentage (%)	) Change In Futu	re Taxable Values (T	V) of Land shown below									0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.50%	1.50%
					% Completed by:																
Future Taxable Value (FTV) of Building(s) & Land Improvements Upon Completion	Estimated Total FTV Upon Completion	Estimated Total True Cash Value (TCV) Upon Completion	FTV Assumptions & Notes	12/31/ 2017			12/31/ 2020	12/31/ 2021	12/31/ 2022	12/31/ 2023		-	-	ı	-	-	-	-	-	-	-
MJC - Templin Phase II Project	\$ 2,287,632	\$ 4,575,263	Based on Assessed Value of similar project at 2070 Biddle Ave., Wyandotte	0%	0%	0%	0%	0%	10%	100%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228,763	\$ 2,287,632	2,321,946	2,356,775
Subtotal FTV	\$ 2,287,632	\$ 4,575,263	-	-	-	-	-	-	-	-		\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ 228,763	\$ 2,287,632	\$ 2,321,946	\$ 2,356,775
Future Taxable Value (FTV) of Land	Estimated FTV	Estimated Total True Cash Value (TCV) Upon Completion	Notes									-	-	1	-	-	-	-	-	-	-
Address	-											-	-	-	-	-	-	-	-	-	-
All Land Except 155 Ford	\$ 91,249	\$ 182,497	Estimate Only. Property was tax exempt prior to 2023 because it was City- owned property; sold to MJC on 4/22/2022.									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,249	\$ 91,249	\$ 92,617	\$ 94,007
155 Ford	\$ 8,750	\$ 12,300	Property was sold to MJC on 11/28/2018.									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,750	\$ 8,750	\$ 8,881	\$ 9,014
Subtotal FTV of Land	\$ 99,999	\$ 194,797										\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,999	\$ 99,999	\$ 101,499	\$ 103,021
- Total Future Taxable	Value (FTV) of	Building(s), Land I	mprovements & Land									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,762	\$ 2,387,630	\$ 2,423,445	\$ 2,459,796
- Base Year/ Initial Taxable Valu	ie (ITV) of Buil	ding(s) and Land I	nprovements, & Land									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured Taxable Valu	Total Captured Taxable Value ( = to Total FTV of Building(s), Land Improvements &  Land minus Base Year/ ITV)											\$-	\$-	<b>\$</b> -	<b>\$</b> -	\$-	\$-	\$ 328,762	\$ 2,387,630	\$ 2,423,445	\$ 2,459,796

#### Notes:

All Future Taxable Values (FTV)/Future Assessed Values (FAV) are estimates only; the actual values may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. FTV/FAV per square foot and/or per room/unit for both new construction and renovations may 1 vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the FTV/FAV depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the values based on various assumptions.

The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of the Future Assessed Value (FAV) of Personal Property, if any are provided, and any associated Tax Increment Revenues, are estimates only, and the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment, and Computer Equipment; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than \$80,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended).

Advanced Redevelopment Solutions Future Taxable Value (FTV) Page 1 of 2

20	27	2	028		2029	2	2030	:	2031	:	2032		2033	2	2034		2035		2036		2037		2038		2039		2040		2041		2042
1	.0		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25
	1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%
	1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%		1.50%
	-		-		-		-		-		-		-		-		-		-		-		-		-		-		-		-
2.39	92,127	2.	428,009	2	2,464,429	2	,501,395	2	,538,916	2	,577,000	2	2,615,655	2.	654,890	:	2,694,713	2	2,735,134	2	2,776,161	1	2,817,803	2	2,860,070		2,902,971		2,946,516	:	2,990,714
	92,127		428,009			_								_			2,694,713	_				_						_	2,946,516	_	
	-		-		-		-		-		-		-		-		-		-		-		-		-		-		-		-
	-		-		-		-		-		-		-		-		-		-		-		-		-		-		-		-
\$ 9	95,417	\$	96,848	\$	98,301	\$	99,775	\$	101,272	\$	102,791	\$	104,333	\$	105,898	\$	107,486	\$	109,099	\$	110,735	\$	112,396	\$	114,082	\$	115,793	\$	117,530	\$	119,293
\$	9.150	\$	9,287	\$	9,426	\$	9,568	\$	9,711	\$	9,857	\$	10,005	\$	10,155	\$	10,307	\$	10,462	\$	10,619	\$	10,778	\$	10,940	\$	11.104	\$	11,270	\$	11.439
	04,566		106,135	\$	107,727				110,983				114,337		116,053	_	117,793	\$		\$	121,354			\$	125,022		126,897	_	128,800	\$	130,732
\$ 2,49	96,693	\$ 2,	534,144	\$ 2	2,572,156	\$ 2	,610,738	\$ 2	,649,899	\$ 2	,689,648	\$ 2	2,729,992	\$ 2,	770,942	\$ :	2,812,507	\$ 2	2,854,694	\$ 2	2,897,515	\$ 2	2,940,977	\$ 2	2,985,092	\$ 3	3,029,868	\$	3,075,316	\$ 3	3,121,446
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
\$ 2,49	06,693	\$ 2,!	534,144	\$ 2,	,572,156	\$ 2,	610,738	\$ 2,	649,899	\$ 2,	689,648	\$ 2,	,729,992	\$ 2,	770,942	\$ 2	,812,507	\$ 2,	,854,694	\$ 2,	,897,515	\$ 2	,940,977	\$ 2,	,985,092	\$ 3	,029,868	\$ 3	3,075,316	\$ 3	,121,446

#### MJC TEMPLIN - PHASE II: PROFESSIONAL OFFICE DEVELOPMENT PROJECT - WYANDOTTE, MICHIGAN BROWNFIELD PLAN SITE NO. 21 - AMENDMENT NO. 1

Table 4c - Impact of Tax Capture on Tax Authorities/ Tax Units

	on Non-Ho Prope	nmary: Milla omestead/ No erty without a Exemptions	on-PRE Real any Tax	% of Millage	es Captured	Percent (%) of Millage	Calendar Year	2018	2019	2020	2021 2	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
AD VALOREM TAX AUTHORITIES/ TAX UNITS/ TAXING JURISDICTIONS	Annual	Not Allowed for Capture	Allowed for Capture (Net)	% of Local/ Regional Millages Captured (excludes State School	% of All Millages Captured	Rate Captured BP Years:	BP Year Number		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
				Millages)		All Years																							
- CITY OF WYANDOTTE	-	-	-	49.33%	49.33%	-		-	-		-	-	-	-	-	-	-	-			-	-				-	-		-
- City Operating	14.4505 2.4129	0.0000	14.4505	35.05% 5.85%	35.05% 5.85%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	4,751 S	\$ 34,502 \$ 5.761	\$ 35,020	35,545		\$ 36,620 \$ 6.115	\$ 37,169 \$ 6,206	\$ 37,726	\$ 38,292 \$ 6,394	\$ 38,867 \$ 6,490	\$ 39,450 \$ 6,587	\$ 40,042 \$ 6,686	\$ 40,642 \$ 6.786	, , ,		\$ 42,499 \$ 7.096	\$ 43,136
- City Refuse/ Solid Waste - City Drain O&M (Drain #5)	3.4737	0.0000	2.4129 3.4737	5.85% 8.43%	5.85% 8.43%	100.00%		\$ 0	\$ 0	9 0 4	0 \$	0 \$	1.142	\$ 5,761 \$ 8,294	\$ 5,848 : \$ 8,418 :	5,935 8,545	,	\$ 6,115 \$ 8,803	\$ 6,206 \$ 8,935	\$ 6,299 \$ 9,069	\$ 6,394 \$ 9,205	4 0,110	\$ 6,587 \$ 9,483	4 0,000	\$ 6,786 \$ 9,770	\$ 6,888 \$ 9.916	4 0,111		\$ 7,203 \$ 10,369
- City Drain O&M (Drain #5) - City Debt	2.4129	2.4129	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0		. 0 \$	0 \$	1,142	\$ 8,294	\$ 8,418	8,545	\$ 8,073	\$ 8,803	\$ 8,935	\$ 9,069	\$ 9,205	\$ 9,343 \$ 0	\$ 9,483 \$ 0	\$ 9,025	\$ 9,770	\$ 9,910	\$ 10,005	\$ 10,210	\$ 10,369
Subtotal of Local Government Unit (LGU) Millages & Tax	2.4127	2.712)	0.0000	0.0070	0.0070	0.0070		Φ 0	9 0	, 0,	, 0,0	0 3	0	, 0	<b>y</b> 0.	, ,	9 0	9 0	9 0	, ,	, 0	9 0	<b>y</b> 0	, ,	9 0	, ,	9 0	, 0	9 0
- Capture: Annua	1 22.7500	2.4129	20.3371	49.33%	49.33%			\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	6,686	\$ 48,557	\$ 49,286	\$ 50,025	\$ 50,776	\$ 51,537	\$ 52,310	\$ 53,095	\$ 53,891	\$ 54,700	\$ 55,520	\$ 56,353	\$ 57,198	\$ 58,056	\$ 58,927	\$ 59,811	\$ 60,708
- Local Government Unit (LGU) Tax Capture: Cumulative								\$ 0	\$ 0	\$ 05	0 \$	0 \$	6,686	\$ 55,244	\$ 104,529	\$ 154,554	\$ 205,330	\$ 256,867	\$ 309,177	\$ 362,272	\$ 416,163	\$ 470,863	\$ 526,383	\$ 582,736	\$ 639,934	\$ 697,991	\$ 756,918	\$ 816,729	\$ 877,437
- WAYNE COUNTY							-			-	-		-		-	-	-	-	-	-	-	-	-	-	-	-		-	-
- Wayne County Operating (Charter: permanent)	5.6099	0.0000	5.6099	13.61%	13.61%	100.00%		\$ 0	\$ 0	\$ 0.5	0 \$	0 \$	1,844	\$ 13,394	\$ 13,595	13,799	\$ 14,006	\$ 14,216	\$ 14,430	\$ 14,646	\$ 14,866	\$ 15,089	\$ 15,315	\$ 15,545	\$ 15,778	\$ 16,015	\$ 16,255	\$ 16,499	\$ 16,746
- Wayne County Operating (Voted)	0.9464	0.0000	0.9464	2.30%	2.30%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	311	\$ 2,260	\$ 2,294	2,328	\$ 2,363		\$ 2,434	\$ 2,471	\$ 2,508	\$ 2,545	\$ 2,584	\$ 2,622	\$ 2,662	\$ 2,702		\$ 2,783	\$ 2,825
- Wayne County Veterans (permanent)	0.0365	0.0000	0.0365	0.09%	0.09%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	12	\$ 87	\$ 88	90			\$ 94	\$ 95	\$ 97	\$ 98	\$ 100		\$ 103				\$ 109
- Wayne County Jail (voted 2022-2031)	0.9358	0.0000	0.9358	2.27%	2.27%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	308	\$ 2,234		2,302	\$ 2,336		\$ 2,407	\$ 2,443	\$ 2,480		\$ 2,555	\$ 2,593	\$ 2,632			\$ 2,752	\$ 2,793
- Wayne County Parks	0.2442	0.0000	0.2442	0.59%	0.59%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	80	\$ 583	\$ 592	601	\$ 610	\$ 619	\$ 628	\$ 638	\$ 647	\$ 657	\$ 667	\$ 677	\$ 687	\$ 697	\$ 708	\$ 718	\$ 729
Wayne County Transit Authority (WCTA) - SMART (Election																													
on 11/08/2022; 2022-2025)	0.9949	0.0000	0.9949	2.41%	2.41%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	327	\$ 2,375	\$ 2,411	2,447	\$ 2,484		\$ 2,559	\$ 2,597	\$ 2,636	\$ 2,676	\$ 2,716	\$ 2,757	\$ 2,798		_	\$ 2,926	\$ 2,970
- Huron Clinton Metro Parks Authority - HCMA (permanent)	0.2089	0.0000	0.2089	0.51%	0.51%	100.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	69	\$ 499	\$ 506	514	\$ 522	\$ 529	\$ 537	\$ 545	\$ 554	\$ 562	\$ 570	\$ 579	\$ 588			\$ 614	\$ 624
- Wayne County Zoological Authority - Detroit Zoo (2018-27)	0.0997	0.0997	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	0 5	\$ 0	\$ 0	5 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
- Wayne County Art Authority - DIA (2022-2031) - LIBRARY	0.1995	0.1995	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0	\$ 05	5 0 \$	0 \$	0	\$ 0	\$ 0	5 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
- Bacon Memorial District Library - BMDL	1.5090	0.0000	1.5090	3.66%	3.66%	100.00%		. 0	. 0	e n e	. 06	. 0 6	496	\$ 3,603	\$ 3.657	3.712	\$ 3.768	\$ 3.824	\$ 3.881	\$ 3.940	\$ 3,999	\$ 4.059	\$ 4.120	\$ 4.181	\$ 4.244	\$ 4.308	\$ 4.372	\$ 4,438	\$ 4.505
- INTERMEDIATE SCHOOL DISTRICT (ISD)	1.3070	0.0000	1.3070	3.00%	3.0070	100.0070		3 U		3 0 1	. 0 3	- 03	470	3,003	3 3,037	3,/12	3 3,700	3 3,024	3 3,001	3,740	3 3,777	3 4,037	\$ 4,12U	3 4,101	3 4,244 -	3 4,300	3 4,372	ş 4,430	3 4,303
- RESA - Special Education Operating (permanent)	0.0956	0.0000	0.0956	0.23%	0.23%	100.00%		\$ 0	e n	s n s	. 0 \$	0.8	21	\$ 228	\$ 232	235	\$ 239	\$ 242	\$ 246	\$ 250	\$ 253	\$ 257	\$ 261	\$ 265	\$ 269	\$ 273	\$ 277	\$ 281	\$ 285
- RESA - County Voted Special Education (permanent)	3.3443	0.0000	3.3443	8.11%	8.11%	100.00%		\$ 0	\$ 0	\$ 0.5	0 \$	0 \$	1 099	\$ 7985	\$ 8105	8.226			\$ 8.602	\$ 8,731	\$ 8.862	\$ 8,995	\$ 9.130		\$ 9,406				\$ 9,983
- RESA - Enhancement Millage (2022-2027)	1.9876	0.0000	1.9876	4.82%	4.82%	100.00%		\$ 0	\$ 0	\$ 0.5	0.5	0.5	653	\$ 4,746	\$ 4,817	4,889	\$ 4,962	\$ 5,037	\$ 5,112	\$ 5,189	\$ 5,267	\$ 5,346	\$ 5,426	\$ 5,508	\$ 5,590	\$ 5,674		\$ 5,845	\$ 5,933
- COMMUNITY COLLEGE											- 1			,	- 1,021									-		-	-		-
- Wayne County Community College	3.2378	0.0000	3.2378	7.85%	7.85%	100.00%		\$ 0	\$ 0	\$ 0.5	0 \$	0 \$	1,064	\$ 7,731	\$ 7,847	7,964	\$ 8,084	\$ 8,205	\$ 8,328	\$ 8,453	\$ 8,580	\$ 8,709	\$ 8,839	\$ 8,972	\$ 9,106	\$ 9,243	\$ 9,382	\$ 9,522	\$ 9,665
- LOCAL SCHOOL MILLAGES: excludes State School millages								-	-	-	-	-	-	-	-		-		-				-		-	-	-		
<ul> <li>City School Debt - Wyandotte School District (expires after 2041</li> </ul>	3.7500	3.7500	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0	\$ 0 \$	0 \$	0 \$	0	\$ 0	\$ 0	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City School Sinking Fund - Wyandotte School District	1.7345	0.0000	1.7345	4.21%	4.21%	100.00%		\$ 0	\$ 0	\$ 0.5	0 \$	0 \$	570	\$ 4,141	\$ 4,203	4,267	\$ 4,331	\$ 4,395	\$ 4,461	\$ 4,528	\$ 4,596	\$ 4,665	\$ 4,735	\$ 4,806	\$ 4,878	\$ 4,951	\$ 5,026	\$ 5,101	\$ 5,178
- Subtotal of Non-LGU Local Millages & Tax Capture: Annua	1 24.9346	4.0492	20.8854	50.67%	50.67%			\$ 0	\$ 0	\$ 0 5	0 \$	0 \$	6,866	\$ 49,867	\$ 50,615	51,374	\$ 52,144	\$ 52,927	\$ 53,721	\$ 54,526	\$ 55,344	\$ 56,174	\$ 57,017	\$ 57,872	\$ 58,740	\$ 59,621	\$ 60,516	\$ 61,423	\$ 62,345
- Non-LGU Local Tax Capture: Cumulative			•					\$ 0	\$ 0	\$ 05	0 \$	0 \$	6,866	\$ 56,733	\$ 107,348	\$ 158,721	\$ 210,866	\$ 263,792	\$ 317,513	\$ 372,039	\$ 427,383	\$ 483,558	\$ 540,575	\$ 598,447	\$ 657,187	\$ 716,809	\$ 777,325	\$ 838,748	\$ 901,093
- TOTAL LOCAL TAX CAPTURE: ANNUAL	47.6846	6.4621	41.2225	100.00%	100.00%			\$ 0	\$ 0	\$ 0.5	s 0 s	0.5	13.552	\$ 98,424	\$ 99.900	101.399	\$ 102.920	\$104.464	\$ 106.031	\$ 107.621	\$ 109,235	\$ 110.874	\$ 112.537	\$ 114.225	\$ 115.939	\$ 117.678	\$ 119,443	\$ 121.234	\$ 123.053
- TOTAL LOCAL TAX CAPTURE: CUMULATIVE								\$ 0	\$ 0.	\$ 05	0.5			,	,			\$ 520,660	,				, , , , ,	\$1,181,183	,				
				04 - 66-11	_							Ť	,	,,	¥ ===,	,		,	+,			,,	+ -,,	+ -,,	+ -,,	+ -,,	+ -//	.,,	+ -//
				% of State School	% of All																								
•		1	l	Millages	Millages Captured 2	-				J																			
STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	Captured <sup>2</sup>	Captured <sup>2</sup>	L		1.			-	-	-		-		-			-	-	-				-	-		-
- State Education Tax - SET	6.0000	6.0000	0.0000	0.00%	0.00%	0.00%		\$ 0	\$ 0		0 \$	0 \$	1,141	\$ 1,789	\$ 0:	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0 \$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0 \$ 0	\$ 0	\$ 0
- Property - Total State & Local School Tax Capture: Annua	18.0000 1 24.0000	18.0000 24.0000	0.0000	0.00%	0.00%	0.00%		\$ 0	• •	\$ 05	, 0 4	0.5	3,422 S	\$ 5,368	\$ 0:	,	\$ 0	\$ 0	\$ 0 \$ 0	> 0	s 0	\$ 0 \$ 0	Ψ 0	s 0	\$ 0	\$ 0		\$ 0	\$ 0
- Total State & Local School Tax Capture: Annua - Total State & Local School Tax Capture: Cumulative	24.0000	24.0000	0.0000	0.00%	0.00%	-		\$ 0		\$ 05		- υψ	4,563	\$ 7,157	, ,		\$ 11.720	\$ 11.720	Ψ	9 0	\$ 11.720	\$ 11,720	9 0	\$ 0 \$ 11,720	\$ 11.720	9 0	9 0	\$ 11.720	\$ 11.720
,								<i>υ</i>	, υ,	φ <i>U</i> 3	. U \$	UŞ	4,303	11,/20	ş 11,/20 .	11,/20	ş 11,/20	φ 11,/2U	ş 11,/20	ş 11,/20	11,/20	ş 11,/20	ş 11,/20	φ 11,/20	ş 11,/20	φ 11,/20	ş 11,/20	ş 11,/20	ş 11,/20
TOTAL LOCAL TAX AND STATE & LOCAL SCHOOL TAY CAPTURE: ANNUAL	71.6846	30.4621	41.2225		100.00%			\$ 0	\$ 0	\$ 0 5	5 0 \$	0 \$	18,115	\$ 105,581	\$ 99,900	\$ 101,399	\$ 102,920	\$104,464	\$ 106,031	\$ 107,621	\$ 109,235	\$ 110,874	\$ 112,537	\$ 114,225	\$ 115,939	\$ 117,678	\$ 119,443	\$ 121,234	\$ 123,053
- TOTAL LOCAL TAX AND STATE & LOCAL SCHOOL TAX CAPTURE. CUMULATIVE								\$ 0.	\$ o.	\$ 05	5 0 \$	0 \$	18,115	\$ 123,696	\$ 223,597.	\$ 324,996	\$ 427,916	\$ 532,379	\$ 638,410	\$ 746,031	\$ 855,267	\$ 966,141	\$ 1,078,678	\$1,192,903	\$1,308,842	\$1,426,519	\$1,545,962	\$1,667,196	\$1,790,249
Percentage of Local Millages/ Taxes Available	66.52%	-	100.00%	-	-					- 1	- 1	- 7	4.81%	93.22%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Percentage of State & Local School Millages/ Taxes Available	33,48%	-	0.00%		-			1.1	. 1	. 1	. 1		5.19%	6.78%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
centage of state a bocar sensor simages/ Taxes Available	33.7070	1	0.0070	L				1 -	-	-	-	. 2	J.17/U	3.7070	0 /0	0 /0	0 /0	0 70	0 /0	0 /0	0 /0	0 /0	0 /0	0 /0	0 /0	0 /0	0 /0	0 /0	0.70

Advanced Redevelopment Solutions Tax Impact Page 1 of 2

The most current available millage rates are utilized (Summer 2022 & Winter 2021) and are assumed to be in effect for the 1 duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/ or the addition of new millages.

Regarding the "% of State School Millages Captured" and the "% of All Millages Captured," the Percentage (%) is 0% for all years EXCEPT in 2023 and 2024, when "Exempt Activities" for "Environmental Assessments" and "Due Care Planning" may be 2 reimbursed with State School Tax Capture (derived from the SET & LSO millages) and from Local Tax Capture, at the ratio of approximately 63.20% Local Millages and 36.80% State School Millages. All other Eligible Activities are reimbursed 100% from Local Tax Capture Only.

				_		_	-						
	2040		2041		2042	Total Tax Capture During Brownfield							
	23		24		25	Brownfield Plan Tax Capture Period							
						L							
\$	42.702	4	- 44.440	\$	45,106	- 6	757.701						
\$	43,783 7,311	\$	44,440 7,420		7,532	\$	756,791 126,367						
\$	10,525	\$	10,683	\$	10,843	\$	181,922						
\$	0	\$	0	\$	0	\$	0						
\$	61,619		62,543		63,481	Г	1,065,080						
\$	939.055	\$1		_	1,065,080	Т							
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\$	16,997	ŝ	17,252	\$	17,511	\$	293,798						
\$		s	2,910	\$		\$	49,564						
\$	111	\$	112	\$	114	\$	1,912						
\$	2,835		2,878		2,921	\$	49,009						
\$		\$	751		762	\$	12,789						
\$	3,014		3,060			\$	52,104						
\$	633	\$	642	\$	652	\$	10,940						
\$	0	\$	0	\$	0	\$	0						
\$	0	\$	0	\$	0	\$	0						
_			-	L		L							
\$	4,572	\$	4,641	\$	4,710	\$	79,028						
\$	290	s	294	\$	298	6	5,007						
4	10.133	s	10.285	9	10.439	9	175,145						
\$	6,022	\$	6,112	9	6,204	\$	104,093						
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\$	9,810	s	9,957	\$	10,107	\$	169,568						
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\$	0	\$	0	\$	0	\$	0						
\$	5,255	\$	5,334	\$	5,414	\$	90,838						
\$	63,280	s	64.229	\$	65.193		1.093,795						
\$		\$1	,028,602	\$	1,093,795	Ė							
_	124.899	_	126,772	_		6	2,158,874						
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\$	11,720	\$	11,720	\$	11,720	L	_						
\$	124,899	\$	126,772	\$	128,674	\$	2,170,594						
\$1	1,915,148	\$2	2,041,920	\$2	2,170,594	Ĺ	-						
	100%		100%	Γ	100%	Γ							
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	0%		0%										

#### BROWNFIELD PLAN WITH LOCAL TAX CAPTURE

## MJC TEMPLIN - PHASE II: PROFESSIONAL OFFICE DEVELOPMENT PROJECT - WYANDOTTE, MICHIGAN BROWNFIELD PLAN SITE NO. 21 - AMENDMENT NO. 1

Table 4d - Reimbursement of Eligible Activities & Disbursements 1, 2

	rsement of Engine Activities & Disbur								1				_	1						1			,		
DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT							Calendar Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
AUTHORITY (BRA) & MBRF						Totals	BP Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
							Number		ļ -																
State of Michigan Brownfield Redevelopment Fund (MBRF): - Funded from the capture of the State Education Tax (SET)																						/			
millages (if applicable)						\$ 0		\$ -	s -	\$ -	\$	- \$ -	\$	- \$	· s -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	- \$ -	\$ -	\$ -
- Estimated SET Capture Amount																									
Wyandotte/ Local Brownfield Redevelopment Authority	of Local Tax Capture per																					-			
- (LBRA): Reimbursement of BRA Administrative & Operating	5.00% year during Brownfield																					/			
Expenses	Plan.					\$ 107,944	Annual:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 678	\$ 4,921	\$ 4,995	\$ 5,070	\$ 5,146	\$ 5,223	\$ 5,302	\$ 5,381	\$ 5,46	\$ 5,544	\$ 5,627	\$ 5,711
	0.00% of Local Tax Capture thereafter.						Cumulative:		0		0.0	0.5	0.6	0 \$ 67	8 \$ 5,599	\$ 10,594	\$ 15,664	\$ 20,810	\$ 26,033	\$ 31,335	\$ 36,716	6 \$ 42,17	7 \$ 47,721	\$ 53,348	\$ 59,059
							Cumulative:		3 0	3 (	Ja	03	0.3	0 \$ 67	0 \$ 3,37	3 10,334	\$ 15,004	\$ 20,010	\$ 20,033	3 31,333	3 30,/10	3 42,17	/ 3 4/,/21	\$ 33,340	3 37,03
- Wyandotte/ Local Brownfield Revolving Fund (LBRF)	0.00% of Local Tax Capture during Brownfield Plan.					s 0	Annual:	٠.		٠.	ė .	¢ .			e .	e .	٠	e .		ė .	e .		e .	٠	
	0.00% of Local Tax Capture thereafter.					, ,	Aiiiuai.	. ·	9 -	φ -	9 -	9 -		9 -	, .	9 -	, .	<b>3</b> -	4		3 -	,	9 -	, .	9 -
	0.00% thereafter.						Cumulative:	\$	0 \$ 0	\$ (	\$	0 \$	0 \$	0 \$	0 \$ (	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (	) \$	0 \$ 0	\$ 0	\$ (
REMAINING TAX INCREMENT AVAILABLE TO REIMBURSE																									
ELIGIBLE ACTIVITIES TO DEVELOPER																									
Local Tax Increment: <u>Annual</u> Remaining Revenue Available for																									
Reimbursement								\$	0 \$ 0	\$ (	0 \$	0 \$	0 \$	0 \$ 12,87	5 \$ 93,503	\$ 94,905	\$ 96,329	\$ 97,774	\$ 99,241	\$ 100,729	\$ 102,240	\$ 103,77	4 \$ 105,330	\$ 106,910	\$ 108,514
Local Tax Increment: <u>Cumulative</u> Remaining Revenue Available for Reimbursement								s	0 \$ 0	\$ (	0.5	0.5	0 \$	0 \$ 12,87	5 \$ 106379	\$ 201.293	\$ 297.612	\$ 395,386	\$ 494.627	\$ 595,356	\$ 697.59	6 \$ 801 3	0 \$ 906,700	\$ 1.013.610	\$ 1.122.124
State Education Tax (SET) Increment: Annual Remaining Revenue								,	3 0	9 (	J	0,5	U 9	0 9 12,07	3 9 100,376	201,203	9 277,012	9 373,300	9 474,027	3 3 3 3 3 3 3 3 3	077,370	001,37	0 9 700,700	9 1,013,010	3 1,122,12
Available for Reimbursement								s	0 s 0	\$ (	0 \$	0 \$	0 S	0 \$ 1,14	1 \$ 1,78	\$ 0	\$ 0	\$ 0	\$ 0	\$ (	\$ (	o \$	0 \$ 0	\$ 0	s i
- State Local School Operating (LSO) Increment: Annual Remaining																						4			
Revenue Available for Reimbursement  Total State & Local School Tax Increment: Annual Remaining								S	0 \$ 0	\$ (	0 \$	0 \$	0 \$	0 \$ 3,42	2 \$ 5,36	3 \$ 0	\$ 0	\$ 0	\$ 0	\$ (	\$ (	) S	0 \$ 0	\$ 0	) \$ (
Revenue Available for Reimbursement								s	0 8 0	s (	n s	0.5	0 8	0 \$ 4,56	3 \$ 7.15	7 S 0	s (	s 0	s 0	s (	s	0.5	0.8 0	s 0	s (
Total State & Local School Tax Increment: Cumulative Remaining														,,,,,,	.,										
Revenue Available for Reimbursement								\$ (	0 \$ 0	\$ (	\$	0 \$	0 \$	0 \$ 4,56	3 \$ 11,720	\$ 0	\$ 0	\$ 0	\$ 0	\$ (	\$ (	) \$	0 \$ 0	\$ 0	\$ (
- Total of Local Tax Increment and State & Local School Tax - Increment: Annual Remaining Revenue Available for																									
Reimbursement								\$ (	\$ 0	\$ (	5	0 \$	0 \$	0 \$ 17,43	8 \$ 100,660	\$ 94,905	\$ 96,329	\$ 97,774	\$ 99,241	\$ 100,729	\$ 102,240	\$ 103,77	4 \$ 105,330	\$ 106,910	\$ 108,514
Local Tax Increment and State & Local School Tax Increment:																									
<u>Cumulative</u> Remaining Revenue Available for Reimbursement								\$	0 \$ 0	\$ (	\$	0 \$	0 \$	0 \$ 17,43	8 \$ 118,098	\$ 201,283	\$ 297,612	\$ 395,386	\$ 494,627	\$ 595,356	\$ 697,596	6 \$ 801,3*	0 \$ 906,700	\$ 1,013,610	\$ 1,122,124
				s Identified i Will Be Rec	n the Eligible	Total to																			
REIMBURSEMENT OF ELIGIBLE ACTIVITIES		Activ	vities rabie	will be kec	ognizea	Developer 1			`																
		2017	2018	2022	2023		Year of Tax	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Environmental Activities: Michigan Department of							Capture 2															_			
Environment, Great Lakes, and Energy (EGLE)																									
- Local Tax Increment Reimbursement		\$ -	\$ 7,837	\$ 1,934,063	\$ -	\$ 1,941,900		\$	0 \$ 0	\$ (	5	0 \$	0 \$	0 \$ 12,87	5 \$ 93,503	\$ 94,905	\$ 96,329	\$ 97,774	\$ 99,241	\$ 100,729	\$ 102,240	\$ 103,7	4 \$ 105,330	\$ 106,910	\$ 108,514
- State & Local School Tax Increment Reimbursement (LSO & SET)		\$ -	\$ 4,563	\$ 7,157	\$ -	\$ 11,720		\$	0 \$ 0	\$ (	\$	0 \$	0 \$	0 \$ 4,56	3 \$ 7,15	7 \$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (	3 \$	0 \$ 0	\$ 0	\$ (
- TOTAL EGLE REIMBURSEMENT (Eligible Costs)		<b>s</b> (	\$ 12,400	\$ 1,941,22	0 \$ 0	\$ 1,953,620		\$	0 \$ 0	\$ (	0 \$	0 \$	0 \$	0 \$ 17,43	8 \$ 100,660	\$ 94,905	\$ 96,329	\$ 97,774	\$ 99,241	\$ 100,729	\$ 102,240	0 \$ 103.7	4 \$ 105,330	\$ 106,910	\$ 108,514
Non-Fredmann and Antolding Working Chart.						,								1											
Non-Environmental Activities: Michigan Strategic Fund (MSF)																									
- Local Tax Increment Reimbursement		\$13,425	\$46,560	\$ 503,961	\$ 370.652	\$ 934,598		s	0 s 0	\$ (	0 \$	0 \$	0 \$	0 S	0 s (	) \$ 0	\$ 0	\$ 0	\$ 0	s (	s o	0 s	0 \$ 0	\$ 0	s (
State & Local School Tax Increment Reimbursement (LSO & SET)		\$ -	\$ -	\$ -	\$ -	\$ 0			0 \$ 0		0.5					) \$ 0		\$ 0	\$ 0	s (			0 \$ 0		s (
- TOTAL MSF REIMBURSEMENT (Eligible Costs)		,	\$ 46,560	\$ 503.96	1 \$ 370.652	\$ 934,598		_	0 \$ 0	\$ (	0 \$						s 0	\$ 0	\$ 0	s c	s c	0 5	0 \$ 0		s (
TOTAL ANNUAL REIMBURSEMENT: EGLE & MSF (Eligible			12,500		, 302	,,,,,,																			į į
Costs)		\$ 13,425	\$ 58,960	\$ 2,445,18	1 \$ 370,652	\$ 2,888,217		\$ (	0 \$ 0	\$ (	\$	0 \$	0 \$	0 \$ 17,43	8 \$ 100,660	\$ 94,905	\$ 96,329	\$ 97,774	\$ 99,241	\$ 100,729	\$ 102,240	\$ 103,77	4 \$ 105,330	\$ 106,910	\$ 108,514
TOTAL CUMULATIVE REIMBURSEMENT: EGLE & MSF (Eligible Costs)									0 0		0.4	0.5	0.6	0 \$ 17,43	0 6 110 000	e 212.002	\$ 309,332	\$ 407,106	\$ 506,346	e 607.076	e 700 21	é 013 0	9 \$ 918,420	£ 1.025.220	£ 112204
- Remaining Unreimbursed Balance								c 12 /2	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	6 77 201	. e 72 2	0 5 72 20	C 6 2 545 54		_	213,003					\$ 709,316		8 \$ 1,969,798		
- Remaining our embursea Balance								\$ 13,42	\$ 72,385	3 72,385	5 72,38	55 \$ 72,38.	5 \$ Z,517,56	50 \$ 2,870,78	U \$ 2,770,120	3 2,675,215	\$ 2,578,886	s 2,481,112	s 2,381,871	\$ 2,281,142	\$ 2,178,902	. \$ 2,075,12	8 3 1,969,798	\$ 1,862,888	3 1,754,374
- Surplus Revenue from Local Tax Increment								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Surplus Revenue from State and Local School Tax Increment								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

#### Notes:

Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in the Plan are reimbursed, or the tax capture period 1 ends. The Eligible Activities projected in this Plan may switch categories if site or environmental conditions change, and Eligible Activity may fall under a different category (such as an Environmental or Non-Environmental Eligible Activity) so long as the Plan does not involve the capture of State School Tax Increment Revenue for Due Care Activities in an Act 381 Work Plan. This Tax Capture Plan can adjust between Environmental and Non-Environmental Activity categories.

The "Year of Tax Capture" indicates the year that any allowed tax increment will be <u>captured</u> by the Brownfield Plan, but not necessarily distributed as Reimbursement 2 Payments; generally, Reimbursement Payments for Eligible Activities will be distributed in the following year, but the specific terms and conditions of reimbursement will be subject to a Development & Reimbursement Agreement with the local unit of government.

Advanced Redevelopment Solutions Page 1 of 2

	2035	Г	2036	Г	2037		2038	_	2039		2040	Γ	2041		2042	Г	Totals
	18	H	19	H	2037	H	2038		2039	H	23	H	24	H	25	H	iotais
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\$	110,142	\$	111,794	\$	113,471	\$	115,173	\$	116,900	\$	118,654	\$	120,434	\$	122,240	\$	2,050,93
\$	1,232,266	\$	1,344,059	\$	1,457,530	\$	1,572,703	\$	1,689,603	\$	1,808,257	\$:	1,928,690	\$	2,050,931		
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\$	110,142	\$	111,794	\$	113,471	\$	115,173	\$	116,900	\$	118,654	\$	120,434	\$	122,240	\$	2,062,650
\$	1,232,266	\$	1,344,059	\$	1,457,530	\$	1,572,703	\$	1,689,603	\$	1,808,257	\$:	1,928,690	\$	2,050,931		
	2035		2036		2037		2038		2039		2040		2041		2042		Totals
	4035		4030		4037		4038	_	2039		2040		2041		4044		otais
	110.110		111.70		112.451		115.150		11/ 000		110.651		120.421		12.200		1.044.62
\$	110,142		111,794	\$	113,471	\$	115,173		116,900	\$	118,654		120,434	\$	13,209		1,941,900
\$	110,142		111,794	\$		\$	115,173		116,900	\$	118,654		120,434	\$			1,953,620
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\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	\$	109,031	\$	109,031
\$	110,142	\$	111,794	\$	113,471	\$	115,173	\$	116,900	\$	118,654	\$	120,434	\$	122,240	\$	2,062,65
\$	1,243,986	\$	1,355,779	\$	1,469,250	\$	1,584,423	\$	1,701,323	\$	1,819,977	\$:	1,940,410	\$	2,062,650		
\$	1,644,232	\$	1,532,438	\$	1,418,968	\$	1,303,795	\$	1,186,895	\$	1,068,241	\$	947,807	\$	825,567		
\$		\$		\$		\$		\$		\$		\$		\$		\$	
\$		\$		\$		\$		\$		\$		\$		\$		\$	(

# CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM #<u>8</u>

<u>ITEM:</u> Wayne County Intergovernmental Agreement: ARPA Funding for Downtown Infrastructure Project

**PRESENTER:** Joe Gruber, DDA Director

## **INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The United States Federal Government approved Public Law No: 117-2 on March 11, 2021, creating the American Rescue Plan Act (ARPA) which allocated approximately \$6.5 billion to the State of Michigan, \$339 million to Wayne County, and \$2.6 million to the City of Wyandotte in what is referred to as State and Local Fiscal Recovery Funds (SLFRF) for infrastructure and economic recovery following the COVID-19 pandemic. Wayne County has opted to utilize a significant portion of their SLFRF to support transformative economic development and infrastructure projects throughout Wayne County in accordance with the ARPA.

In April of 2021, the City of Wyandotte was invited to submit as many projects as we felt would qualify for these funds. Wyandotte's department heads compiled twelve projects ranging from parks, recreation, sewer, water, electricity, broadband, building improvements, public safety and infrastructure improvements. Projects were vetted based on ARPA guidelines; regional economic and cultural impact; amount of local matching funds being contributed to each project; existing plans and shovel-readiness; and projected delivery schedules within the required ARPA timeframes. Wyandotte's project list was first reduced by Wayne County from twelve to four high-priority projects in November 2021. Wayne County then continued to internally build their program delivery model. By mid-September 2022, the County had identified the Downtown Infrastructure Project as a top priority to receive funding from their program.

On November 4th, 2022, Wayne County Commission voted to approve the first batch of ARPA fund allocations in the amount of \$97.5 million over 13 community projects. The City of Wyandotte is now being included in Wayne County's second batch of ARPA fund allocations in the amount of \$3,950,000 in support of our \$13.3 million Downtown Infrastructure Project. In order to receive and administer these funds, the City must first approve the Intergovernmental Agreement with Wayne County. Once approved, the Wayne County Commission will then review and vote on the awards by the end of January 2023.

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

<u>ACTION REQUESTED:</u> The DDA Director is requesting City Council to accept the Wayne County ARPA funds being allocated to the Downtown Infrastructure Project, to approve the Intergovernmental Agreement with Wayne County and to authorize Mayor and Clerk to execute the agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The DDA is actively pursuing approximately \$13.3 million for the Downtown Infrastructure Project from a variety of sources.

- Placed-based Infrastructure Grant from the Michigan Economic Development Corporation (MEDC) Revitalization and Placemaking Program (RAP) Grant of \$1,000,000 has been awarded to the DDA as of July 2022.
- ARPA funding from Wayne County Economic Development Department's Transformative Projects Program in the amount of \$3,95,000
- Upon further approvals from the Downtown Development Authority Board and the Wyandotte City Council, the City of Wyandotte and DDA will fund the remaining \$8.3M that will be supplemented using several key public financing measures;
- o DDA Revenue Bonds backed in the full faith and credit of the City of Wyandotte
- o DDA 2-mils levied from DDA District properties; and
- o Special Assessment District on surrounding commercial property owners; and
- o Brownfield Tax Increment Financing (TIF) from Federal Building Redevelopment and Downtown East Alleyway Project (Brownfield Plan No. 23) of approximately \$2.6M over 30 years (pending State Approval for capture of state taxes); and
- o Grants from various public and private sources i.e., Ralph Wilson Jr. Foundation, Community Foundation for Southeast Michigan, SEMCOG and MDOT

**IMPLEMENTATION PLAN:** The DDA Director will manage the project while working alongside the City Administrator, City Engineer, General Manager of Municipal Services, Superintendent of Public Services and the City Attorney to ensure all aspects of the project are delivered in a legal, safe and effective manner.

## LIST OF ATTACHMENTS:

1. IGA - Wyandotte, Downtown Capital Improvements

## **RESOLUTION**

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

Item Number: #8
Date: January 9, 2023

from the Charter County of W Thousand Dollars (\$3,950,000 of work and estimations of cos required matching funds will be	ayne, Michigan, in an amount no to fund the Downtown Infrastru at attached to the contract totaling	In award of American Rescue Plan Act of 2021 of to exceed Three Million Nine Hundred Fifty ucture Project as outlined in the projected scope g approximately \$13.3 million, for which the the City of Wyandotte and Wyandotte s.
contract entitled "INTERGOV AND CITY OF WYANDOTT	ERNMENTAL AGREEMENT I	tes the Mayor and the City Clerk to sign the BETWEEN CHARTER COUNTY OF WAYNE DOTTE CAPITAL IMPROVEMENTS AND ocuments related thereto.
I move the adoption of the for	egoing resolution.	
MOTION by Councilperson		
SUPPORTED by Councilpers	son	
<u>YEAS</u>	COUNCIL	<u>NAYS</u>
	Alderman	
	Calvin	
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# INTERGOVERNMENTAL AGREEMENT BETWEEN THE

#### **CHARTER COUNTY OF WAYNE**

**AND** 

#### **CITY OF WYANDOTTE**

**FOR** 

### DOWNTOWN WYANDOTTE CAPITAL IMPROVEMENTS AND INFRASTRUCTURE PROJECT

Commission Approval through October 31, 2025

DOWNTOWN WYANDOTTE CAPITAL IMPROVEMENTS AND INFRASTRUCTURE PROJECT SLFRF REVENUE REPLACEMENT

American Rescue Plan Act of 2021 - State and Local Fiscal Recovery Funds

# INTERGOVERNMENTAL AGREEMENT BETWEEN CHARTER COUNTY OF WAYNE AND CITY OF WYANDOTTE FOR DOWNTOWN WYANDOTTE CAPITAL IMPROVEMENTS AND INFRASTRUCTURE PROJECT

THIS AGREEMENT is made by and between Wayne County, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter the "County") and CITY OF WYANDOTTE, a Michigan municipal corporation, having its principal office at 3200 Biddle Avenue, Wyandotte, Michigan 48192 (hereinafter the "Community") for the Downtown Wyandotte Capital Improvements and Infrastructure Project ("the Project") in an amount not to exceed THREE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$3,950,000.00) ("Agreement"). The term of this Agreement shall commence upon County Commission Approval and extend to October 31, 2025.

The parties agree as follows:

#### **MUTUAL UNDERSTANDINGS**

This Agreement is made with reference to the following facts, among others:

- **A.** Wayne County has entered into a grant agreement with the United States Department of the Treasury and been allocated Three Hundred Thirty-Nine Million Seven Hundred Eighty-Nine Thousand Three Hundred Seventy Dollars and Zero Cents (\$339,789,370.00) in specially allocated State and Local Fiscal Recovery Funds ("SLFRF") funds under the American Rescue Plan Act of 2021 ("ARPA") to respond to the global COVID-19 Crisis.
- **B.** The SLFRF program provides governments across the country with the resources needed to:
  - Fight the pandemic and support families and businesses struggling with its public health and economic impacts
  - Maintain vital public services, even amid declines in revenue resulting from the crisis
  - Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity
- C. The County continues to have individuals and households negatively affected by the pandemic and individuals within households trying to obtain, maintain, and stabilize gainful employment due to the pandemic.
- **D.** Under ARPA and the Final Rule covering SLFRF, the County, as the recipient of SLFRF funds, may use the SLFRF funds for the provision of government services up to the County's revenue loss due to the negative consequences of the pandemic.
- **E.** The County has determined that it is in the best interest of the community to provide financial assistance to the Project using a portion of the SLFRF funds to provide stability and sustainability for the Project, as described herein, in Wayne County, which has been

- impacted by the COVID-19 pandemic.
- **F.** The goal of the Project is to provide Project Funds to the Community to support the work outlined in the **Scope of Work attached hereto as EXHIBIT A.**
- G. The Community has applied to the County for funding for the Project in an amount not to exceed THREE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$3,950,000.00) ("Project Funds") to achieve the goals and actions in the Scope of Work.
- **H.** County approves the Project Funds to the Community pursuant to the terms and conditions of this Agreement.

### ARTICLE I PROJECT DESCRIPTION

1.01 The use of Project Funds is designed to further the County's governmental purposes. The Community may only use Project Funds for eligible activities covered by this Agreement. The Community's Scope of Work outlining the eligible use or uses of Project Funds is attached hereto as **EXHIBIT A.** 

### ARTICLE II DEFINITIONS

- 2.01 "**Contractor** or **Subcontractor**" shall mean those vendors selected by the Community, pursuant to federal regulations, as eligible vendors to provide supplies and services outlined in this Agreement.
- 2.02 "OMB" shall mean the Federal Office of Management and Budget.
- 2.03 "**Project**" shall mean the Downtown Wyandotte Capital Improvements and Infrastructure Project (the "Project"), as outlined in **EXHIBIT A** and supported by the Project Funds.
- 2.04 "Intergovernmental Agreement" or "Agreement" shall mean this agreement between the County of Wayne and Community.

#### **ARTICLE III**

#### **PROJECT TERM**

3.01 <u>Project Timeline</u>. The term of this agreement shall commence upon approval by the Wayne County Commission and terminate on October 31, 2025. Community shall spend no less than 70% of the Project Funds being provided under this Agreement for eligible activities and beneficiaries by October 31, 2024 and the remainder of the Project Funds by October 31, 2025. If Community has failed to expend 70% of the Project Funds by October 31, 2024, the County will

have the option to terminate the Agreement at that time and re-purpose any remaining Project Funds.

#### ARTICLE IV SCOPE OF WORK AND DISBURSEMENT OF FUNDS

- 4.01 <u>Eligible Activities</u>. The Community will be responsible for administering the Project for the County as specified in EXHIBIT A, Scope of Work. The Community will administer all tasks in connection with these activities in compliance with all applicable Federal, State, and local laws, rules and regulations governing these funds, and in a manner satisfactory to the County. Project Funds must be used for eligible activities for revenue replacement funds as described in the SLFRF final rules, regulations, and guidance. The eligible activities approved under this Agreement for use of Project Funds are covered in EXHIBIT A, which is attached hereto and incorporated herein by reference.
- 4.02 <u>Responsibilities of Community</u>. The Community shall:
  - (a) perform all engineering tasks, including but not limited to preliminary engineering, construction engineering, quality assurance and control testing.
  - (b) be responsible for all contract bidding, awarding of the contract, and administration of the contract.
  - (c) be responsible for any additional costs to the Project apart from the Project Funds, from whatever source available to ensure completion of the Project, understanding that the County is not responsible for any costs above the Project Funds amount.
- 4.03 <u>Goals and Objectives.</u> In addition to the general SLFRF laws, rules, and regulations, Recipient will monitor the performance of the Community against the standards contained in the Scope of Work in EXHIBIT A. Substandard performance shall mean contract performance not meeting industry standards, as determined in the sole discretion of the County, will constitute non-compliance with this Agreement. County will provide Community with a Notice of Default under the terms and conditions of this Agreement. If Community fails to take corrective action within thirty (30) days of the Notice of Default that is satisfactory within the discretion of the County, the County may terminate this Agreement and all Project funding shall be halted. In such cases, the Community must promptly return any unused Project Funds to the County.
- 4.04 <u>Fund Disbursement.</u> The Community may request payment for eligible activities no more than once a month through a properly submitted written invoice with accompanying required documentation and reporting to substantiate that the Project Funds were obligated in an eligible manner. No funds will be disbursed until all required reports and substantiating documentation are submitted. Project Funds will be disbursed in the following manner:
  - (a) All Project Funds will be disbursed on a reimbursement basis within 30 days of proper presentation by Community, and receipt by County, of a written invoice or invoices supported by accompanying documentation satisfactory to the County to ensure that the Project Funds reimbursement being sought was for funds that were used for eligible activities in an eligible manner in accordance with the Scope of Work and applicable laws, rules,

    and

    regulations.

- (b) Community will invoice County for any reimbursements at most once a month.
- (c) Community shall submit invoices and supporting documentation via email as required and specified by the County, with an attestation by the Community's engineer that the submission is correct and accurate.
- 4.05 Relationship of Parties. Relationship of the Community to the County is, and will continue to be, that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor, subgrantee or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Community agrees to hold the County harmless and indemnify it from any claims related to the Project, as well as any related costs or expenses incurred by the County resulting from any and all claims of any kind related to the Project, whether at equity or at law.
- 4.06 <u>Disputes Regarding Services</u>. If there is any dispute between the parties regarding the extent, character and quality of the services to be performed by the Community pursuant to the Scope of Work contained in EXHIBIT A, the interpretation and determination of the County shall govern such disputes.
- 4.07 <u>No Waiver of Rights</u>. All services for which Project Funds are sought are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the Community shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Community's negligent performance or nonperformance of any of the work outlined in Exhibit A.
- 4.08 <u>Use of Wayne County Businesses and Involvement of County</u>. In order to fulfill the purpose of stimulating economic growth in Wayne County, where practicable and to the extent permitted by federal law and regulations, Community will facilitate the use of businesses based in Wayne County to complete the Project and shall include the opportunity for a representative of Wayne County to participate in any committee that evaluates the bids or proposals of prospective vendors to be utilized for the Project.

#### ARTICLE V RECORDS, REPORTS, AND DATA

- 5.01 <u>Records to be Maintained.</u> Community shall maintain all records related to the Project funded under this Agreement. Such records shall include, but not be limited to:
  - (a) Records documenting the selection process for all vendors.
  - (b) Records providing a full description of each activity undertaken.

- (c) Records related to all aspects of the services performed under this Agreement and as described in the Scope of Work.
- (d) Financial records of all disbursements to partner organizations, vendors, and beneficiaries.
- (e) Records and reports (including those pertaining to race, ethnicity, gender, and disability status data) that Treasury may require within the timeframe required.
- 5.02 <u>Record Retention.</u> Community shall retain all records specified in Section 5.01 hereof and any costs and expenses incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, if any, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any individual serviced under the terms of this Agreement must be kept for five (5) years after it has received final Project assistance.
- 5.03 Examination of Records. The County, including the Legislative Auditor General in accordance with County Ordinances, shall have the right to examine and audit all books, records, documents and other supporting data of the Community related to this Project which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Community. The Community shall include a similar covenant allowing for County audit in any Community agreement with any consultants, vendors, contractors or agents of any kind whose services related to this Project will be charged directly or indirectly to the County. This right to audit shall include, but shall not be limited to, the County's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The County may delay payment to the Community pending the receipt of such records and the results of any related audit without penalty or interest.
- 5.04 <u>Completeness of Record.</u> The records shall contain a full description of each activity assisted or being assisted with Project Funds.
- 5.05 <u>Program Reports.</u>The Community shall timely prepare and submit, to the County, all Project-related Reports required by this Agreement or as required by law.

#### ARTICLE VI REPRESENTATIONS AND WARRANTIES

In order to induce the County to enter into this Agreement with the Community, the Community represents and warrants to the County that as of the date hereof all of the following are true, accurate and factual:

- 6.01 <u>Execution of Agreement.</u> Community has the power and authority to execute and perform this Agreement, to receive the Project Funds in accordance with the terms of this Agreement and to do any and all other things required of it hereunder.
- 6.02 <u>Valid Agreement</u>. This Agreement will be the valid and binding obligation of Community, legally enforceable in accordance with its terms.
- 6.03. <u>No Conflict With Other Agreements.</u> The execution, delivery and performance of this Agreement:
  - (a) will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which Community is a party, or by which any of its properties or assets are bound; and
  - (b) will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under, any such indenture, agreement other instrument.
- 6.04 <u>Conflict of Interest.</u> Community warrants that its participation in the Project is not a conflict of interest with any person or entity associated with the Project or Community.
- 6.05 <u>No Suits or Proceedings.</u> There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of the Community, threatened against or affecting the Community, or any properties or rights of the Community, which, if adversely determined, could materially impair the right of the Community to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of the Community.
- 6.06. <u>Funds to Related Parties.</u> The Community has not granted, nor will grant, any Project Funds to any party directly related to an elected official or appointee of the County.
- 6.07. <u>Misrepresentations By Community.</u> No representation or warranty of the Community contained in this Agreement or in any of its related documents, and no statement contained in any certificate, schedule, list, exhibit or other instrument furnished to the County by or on behalf of the Community contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.
- 6.08. Qualified to Provide Services. The Community warrants that it and its subcontractors are qualified to perform the obligations outlined in this Agreement, some of which are contained in the Scope of Work EXHIBIT A. The Community also represents and warrants that the Community is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the obligations as set forth in the Agreement. The execution of this Agreement is within the Community's authorized powers and is not in contravention of federal, state, or local law.

- 6.09. <u>Staff Qualified</u>. The Community warrants that all employees of the Community and subcontractors assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed. Community must devote the time and professional ability as is necessary to most effectively and efficiently perform the obligations of this Agreement according to professional standards.
- 6.10. <u>Replacement of Staff.</u> Whenever one of Community's employees assigned to this Agreement must be replaced for any reason, the Community warrants that it will supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the Services without obtaining prior County approval in writing.
- 6.11 <u>Delay or Adverse Condition</u>. Community shall inform the County as soon as reasonably possible if one of the following types of conditions becomes known: problems or adverse conditions that materially affect the ability of Community to timely attain the Project goals.
- 6.12 <u>Notification of Event of Default.</u> Community shall promptly notify the County of the occurrence of any Event of Default as defined in Section 7.01.
- 6.13 <u>Community's Debarment.</u> In the event that the Community fails to adhere to any of the requirements of this Article, the Community may be placed on a period of debarment, suspension or be ineligible under the provisions of 31 CFR Part 19 to perform any further under this Agreement, in which case the County shall have no further liability or obligation to the Community. The Community shall not, directly or indirectly, employ or otherwise engage the services of, any individual during any period of debarment, suspension or placement in ineligibility status under the provisions of 31 CFR Part 19.

### ARTICLE VII EVENTS OF DEFAULT

- 7.01 <u>Events of Default.</u> Should any of the following events (each an "Event of Default") occur, Community shall be in default under this Agreement:
  - (a) Failure in the performance of a material term, condition, obligation or covenant of Community set forth in this Agreement;
  - (b) Any warranty, representation, financial data or other information made or furnished to the County by or on behalf of Community or in connection with this Agreement which proves to be materially false when made; and
  - (c) Failure of Community to comply with the material terms, covenants, conditions, exhibits, ordinances, rules and regulations set forth herein.
  - (d) Abandonment of the Project.

- (e) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings by or against the Community, whether voluntary or involuntary, filed under any present or future bankruptcy law.
- (f) Failure to substantially complete the Project as required by the terms of this Agreement.
- (g) Failure to perform the services contained in the Scope of Work in a competent manner in compliance with industry standards.
- (h) Failure to maintain the records specified in this Agreement for the project.
- (i) Failure to provide the monthly reporting on the Project as required hereunder.
- 7.02 <u>No Waiver of Default.</u> No default shall be waived by the County, except in writing signed by an officer of the County, and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

#### **ARTICLE VIII**

#### **REMEDIES UPON DEFAULT**

- 8.01 Remedies on Default. If an Event of Default occurs under this Agreement, as defined in Section 7.01, the County shall notify Community of the default in writing (a "Notice of Default"). After Community receives a Notice of Default under this Agreement, Community shall have thirty (30) days to cure the default to the County's satisfaction. If a default is not cured within the applicable time period, or waived, the County shall have the following rights and remedies:
  - (a) Exercise any and all rights and remedies set forth in this Agreement;
  - (b) Exercise all rights and remedies available at law or in equity;
  - (c) Termination of this Agreement;
  - (d) Community shall be liable to the County for any damages incurred by the County in enforcing this Agreement, including but not limited to, costs and attorney fees.
- 8.02 <u>Remedies Cumulative.</u> The rights and remedies of the County set forth in Section 8.01 hereof are cumulative, and the County shall have the sole discretion to determine the rights and remedies to exercise and the order in which they are exercised.
- 8.03. <u>Delay in Exercise of Remedy Not Material.</u> No delay or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the County under this Agreement are cumulative and not exclusive of any rights or remedies, which the County may otherwise have.

8.04. <u>Force Majeure.</u> Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event.

### ARTICLE IX COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- 9.01 Community shall comply with all applicable laws, rules, and regulations applicable to the Project, whether federal, state, or local, and Community is deemed to have knowledge of all such applicable laws, rules, and regulations.
- 9.02 The Community shall comply with any other law, rule, or regulation applicable to SLFRF now existing or subsequently adopted, including the following:
  - (a) Community shall comply with the Federal requirements set forth in the appropriate federal regulations applicable to the Project, including, but not limited to, nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and a drug-free workplace.
  - (b) Community will comply with the Single Audit Act of 1984 and 2 CFR 200 as applicable and provide any disclosures required by law.
  - (c) Community shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
  - (d) Community shall comply with, and assist the County to comply with, the Federal Funding Accountability and Transparency Act (FFATA) insofar as it is applicable to this project.
  - (e) Community agrees to all terms of Executive Order 12549 regarding Debarment and Suspension certifications required in 24 CFR part 24 and agrees to execute the Certification Regarding Debarment and Suspension in **EXHIBIT B**.
- (f) The Community shall comply with any other law, rule, or regulation applicable to SLFRF and this Project now existing or subsequently adopted.
- 9.03 The Community has warranted to County that, to the best of its knowledge and belief, its program, internal policies and procedures, as written and implemented, are in compliance with all applicable laws, rules, and regulations. The Community further warrants that any non-compliance with such laws, rules, and regulations shall be the responsibility of the Community.
- 9.04 The Community shall comply with the County's Ethics in Public Contracting Ordinance.

### ARTICLE X CONFLICT OF INTEREST

10.01 The Community covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Community further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Community.

10.02 The Community also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Community, the amount of any such commission, percentage, brokerage, or contingent fee.

10.03 The Community agrees to abide by the provisions of the federal procurement standards as stated in 2 CFR 200.318(c)(1) as far as applicable to this project.

### ARTICLE XI INDEMNIFICATION

- 11.01 <u>Performance Solely Community's.</u> Performance of this Agreement is within the control only of Community, and the County shall have no liability, in tort or otherwise, for any claims or loss caused by the actions or omissions of the Community.
- 11.02 <u>Indemnification of the County by Community.</u> The Community shall indemnify, save and hold the County and the County's agents, employees, elected officials and officers harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by the County or the County's agents, employees, elected officials and officers by reason of any of the following occurring during the term of this Agreement:
  - (a) any negligent, tortious or fraudulent acts of the Community or of its personnel, employees, consultants, agents or any subcontractors; or
  - (b) any failure by the Community or any of its personnel, agents, employees, consultants, contractors or subcontractors to perform its obligations under this Agreement; or
  - (c) any act or omission, or misrepresentation by the Community or any of its personnel, employees or agents in connection with the Project or any Property; or
  - (d) any act or omission, or misrepresentation by the Community or any of its personnel, employees or agents under the under terms of this Agreement.

### ARTICLE XII INSURANCE

- 12.01 The Community shall maintain at all times, at its expense, during the term of this Agreement the following insurance.
  - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
  - b. **Workers' Compensation**: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - c. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Community has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - d. **Umbrella or Excess Liability** Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Community's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

If the Community maintains higher limits than the minimum insurance coverage required in Section 12.01, the Community shall maintain the coverage for the higher insurance limits for the duration of the Agreement.

- 12.02 <u>Additional Insured Status</u>. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Community including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Community's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
- 12.03 <u>Primary Coverage</u>. For any claims related to this Agreement, the Community's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Community's insurance and shall not contribute with it.

- 12.04 <u>Notice of Cancellation</u>. Each insurance policy shall state that **c**overage shall not be canceled, except with notice to the County.
- 12.05 <u>Waiver of Subrogation</u>. Community grants to the County a waiver of any right to subrogation which any insurer of the Community may acquire against the County by virtue of the payment of any loss under such insurance. Community agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 12.06 <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Community to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 12.07 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations.
- 12.08 <u>Claims-made Policies</u>. If any of the required policies provide coverage on a claims-made basis:
  - A. The Retroactive Date must be shown and must be before the date of the Agreement or the date the Community starts to perform the services.
  - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement.
  - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Community must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work outlined in this Agreement.
- 12.09 <u>Verification of Coverage</u>. Community shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Community begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Community 's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.
- 12.10 <u>Subcontractors</u>. Community shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements in this Agreement.
- 12.11 <u>Special Risks or Circumstances</u>. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 12.12 The Community must submit certificates evidencing the insurance to the County's Risk Management Division at the time the Community executes the Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

#### **ARTICLE XIII**

#### **AMENDMENT**

- 13.01 <u>Written Amendment.</u> Any changes, extension or modification of this Agreement that is mutually agreed upon by the parties, shall be incorporated in written amendments (herein called "Amendments") to this Agreements. Such Amendments shall not invalidate this Agreement, nor relieve nor release Community or the County from any of their obligations under this Agreement, except for those parts thereby amended.
- 13.02 <u>Reference to Agreement by Amendment.</u> No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, and is acknowledged in writing and is approved by the Wayne County Commission.

#### ARTICLE XIV TERMINATION

- 14.01 <u>Termination For No Cause</u>. The County may terminate this Agreement without cause at any time, without incurring any further liability except the reimbursement of project expenses already incurred by the City and other than as stated in this Article, by giving written notice to the Community of the termination (a "Notice of Termination"). The Notice of Termination must specify the effective termination date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Community for expenses that it incurred prior to termination., within 90 days of termination. The County will compute the amount of the payment on the basis of the services rendered, and other means which represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Community accepts the final payment, the Agreement is satisfied.
- 14.02 Termination for Material Breach. Pursuant to Section 8.01, the County may terminate this Agreement because the Community has failed to comply with any of the material terms and conditions of this Community or has deliberately failed without good cause to perform according to the Scope of Work or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Community shall be liable to the County for any costs to obtain and transition similar services, provided the Community shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Community shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Community under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Community shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Community in any concurrent, successive or

future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

14.03 <u>Community's Duties After Termination.</u> After receipt of a Notice of Termination and except as otherwise directed by the County, the Community must:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Project Funds beyond the date as the County specifies;
- (c) As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property;
- (d) Submit within 30 days a final report of receipts, including Program Income, and expenditures of funds relating to this Agreement;
- (e) Place no further orders on subcontracts for services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (f) Terminate all subcontracts to the extent that they relate to the portion of work so terminated;
- (g) Submit within 30 days a listing of all lessors, and other parties with which the Community has incurred financial obligations pursuant to the Agreement.
- 14.04 <u>Failure to Deliver Records.</u> Any intentional failure or delay by the Community to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Community will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Community consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.
- 14.05 Access to Records. Access to the records prior to delivery must be restricted to authorized representatives of the County and the Community. The Community has no right to disclose or use any information gathered from the County in the course of its work without obtaining the written concurrence of the County or as otherwise required by law or the court. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality, except as required to be disclosed by law or the court. Community shall keep and make available all records related to the Project until the County is satisfied that County's reporting requirements have been satisfied, notice of which must be provided in writing by County.
- 14.06 <u>Assistance to Terminate.</u> In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects of the Project, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

### ARTICLE XV MISCELLANEOUS

- 15.01 <u>Rights and Remedies Hereunder.</u> No delays or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the County under this Agreement are cumulative and exclusive of any rights or remedies that the County may otherwise have.
- 15.02 <u>Independent Covenants.</u> Each covenant in this Agreement shall be deemed to be independent of any other covenant, and an exception in one covenant shall not create and exception in another covenant. Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.
- 15.03 <u>Forbearance by County Not Waiver.</u> No forbearance on the part of the County in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by Community hereunder shall constitute a waiver of any the terms of this Agreement or of such right.
- 15.04 <u>Reliance on Community's Representations.</u> All of the Community's covenants, agreements, representations and warranties made in connection with this Agreement, and any document contemplated hereby, shall be deemed to have been relied on by the County, notwithstanding any investigation made by it. All statements contained in any certificate or other document delivered to the County at any time by or on behalf of Community, pursuant hereto or in connection with the transactions contemplated hereby, shall constitute representations and warranties by Community in connection with this Agreement.
- 15.05 <u>Binding Agreement</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that Community and County shall not assign or transfer its rights or obligations hereunder, without prior written consent of the County and Community. Community may subcontract the work, but the responsibility to fully comply with all ARPA, SLFRF and other federal regulations shall remain with Community, who shall remain responsible for all obligation outlined herein related to the Project Funds.
- 15.06 <u>Location of Records by Community.</u> Community will keep all of its records concerning the Project at Community's principal place of business. Community will give the County prompt written notice of any change in its principal place of business, or in the location of the records.
- 15.07 <u>Notices.</u> All notices and communications provided for herein or in any document hereby or required by law to be given shall be effective when received, except that all notices and communications to Community shall be deemed to have given for all purposes when sent by first class mail, postage prepaid, addressed to the address of the County first above written, or such other address as Community shall have designated to the County in writing. The giving of at least five (5) business days' notice before the County shall take any action described in any notice shall conclusively be deemed reasonable for all purposes. The Notices will be sent to the following individuals:

If to the Community:

Robert A. DeSana, Mayor 3200 Biddle Avenue Wyandotte, Michigan 48192 Office: 734-324-7298 mayor@wyandottemi.gov

If to the County:

Economic Development Director 500 Griswold, 28th Floor Detroit, MI 48226

With a Copy to:

Department of Corporation Counsel 500 Griswold, 30<sup>th</sup> Floor Detroit, Michigan 48226

- 15.08 <u>Counterparts</u>. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.
- 15.09 <u>Headings</u>. The headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose.
- 15.10 <u>Assignment.</u> The Community shall not assign, transfer or encumber, directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the same without the prior written consent of the County. Any such consent given in any one instance shall not relieve the Community of its obligation to obtain the prior written consent of the County to any further assignment. This Agreement shall continue to bind the Community, its successors and assigns, and shall inure to the benefit of the County and its respective successors and assigns. Notwithstanding this provision, the Community may contract a properly sourced vendor and/or contractor under applicable laws, rules, and regulations to perform functions under this Agreement.
- 15.11 <u>Michigan Law and Venue.</u> This Agreement shall be deemed to be an Agreement made under the laws of Michigan, and for all purposes shall be construed in accordance with the laws of Michigan. Any action shall be commenced in the 3<sup>rd</sup> Circuit Court for the County of Wayne or the United States District Court for the Eastern District of Michigan, Southern Division.
- 15.12 <u>Time of the Essence.</u> Time shall be deemed of the essence with respect to the performance of the parties' obligations hereunder.
- 15.13 <u>Effectiveness of Agreement.</u> Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be binding upon the parties until executed by Community and approved by the Wayne County Commission.

- 15.14 <u>Disclaimer of Relationship.</u> Nothing contained in this Agreement nor any act of the County or the Community shall be deemed or construed by any of the parties, or by any third party, to create any relationship of third-party beneficiary, principal and agent, or joint venture.
- 15.15 <u>Incorporation of Exhibits</u>. All exhibits attached hereto are by this reference incorporated herein and made a part of this Agreement as if fully set forth herein.
- 15.16 <u>Survival</u>. All provisions regarding indemnification, warranties, liability and/or other rights and obligations outlined herein that should reasonably survive shall survive the termination of this Agreement.

The County and the Community by their authorized officers and representatives have executed this Agreement as of the date listed below:

**COMMUNITY** 

By:
Its:
Dated:
WAYNE COUNTY
By: WARREN C. EVANS Its: COUNTY EXECUTIVE
Dated:

#### **EXHIBIT A**

#### SCOPE OF WORK

The Downtown Development Authority (DDA) is pursuing a long-term capital improvements plan and downtown infrastructure plan that will reconstruct all its primary alleyways and parking lots which are in a significant state of disrepair. The project will construct an interconnected network of greenways and thoroughfares. The project will beautify and activate the alleyways and parking lots, public spaces, pocket parks throughout the community.

The scope of work includes major infrastructure improvements in the Central Business District.

- Removing telephone poles and overhead utility lines
- Constructing underground utilities and facilities
- Resurfacing alleyways and parking lots
- Placemaking; constructing of public amenities, bicycle and pedestrian facilities
- Reconstructing adjoining commercial and residential properties, façade improvements

Project Funds under this Agreement will support paying for alleys and inter-connective bike paths within the DDA

	Improvements	
	Project	С
	ost	•
	#1 Maple to Elm	\$1,091,647.00
East Alleys	#2 Sycamore to Maple	\$1,314,483.00
\$3,407,790	#3 Eureka to Sycamore	\$1,001,660.00
	#4 City Hall Lot	\$1,748,120.00
	#5 Lot 8	\$624,950.00
	#6 Biddle/2nd Alley	\$872,610.00
West Alleys	#7 2nd and 3rd Alley+ Lot 9	\$1,149,705.00
\$8,395,138	#8 Maple, Elm, 1st, 2nd Alleys+ Lot 10	\$1,527,720.00
	#9 2nd, 3rd Alley+ Lot 11	\$1,181,242.50
	#10 Lot 12	\$383,235.00
	#11- "L" shaped alley west of Biddle added 12/6	\$907,555.00
	Bikeway Improvements (Allowance)	\$1,500,000.00
	Capital Improvement Total (All Corridors):	\$13,302,927.50

Maple to Elm	Ougatita	He!4	Unit Date	Total Cast	Conoral Note
Item	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$37,643.00	\$37,643.00	5% of Construction Sub-Total
Sedimentation and Erosion Control Measures	1	LS	\$3,000.00	\$3,000.00	
Maintenance and Traffic Control	1	LS	\$2,000.00	\$2,000.00	
Demolition	-		•		
Remove Alley Asphalt/Concrete	6,900	SFT	\$3.00	\$20,700.00	
Remove Parking Lot 2 Asphalt	11,000	SFT	\$2.00	\$22,000.00	
Remove Concrete Sidewalk and Asphalt Roadway	210	SFT	\$3.00	\$630.00	70 LF, 3' wide strip
Remove Utility Pole	5	EA	\$2,000.00	\$10,000.00	
New Construction					
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU with Brick Face and Gate, 12' X 15'	2	LS	\$35,000.00	\$70,000.00	metal gate, \$39 LF x \$800 LF plus gate
Underground Alley Drainage, Perf. Pipe in Fabric	345	LFT	\$30.00	\$10,350.00	
Underground Alley Drainage, 8' Wide x 36" Depth Stone Storage Trench	310	CYD	\$20.00	\$6,200.00	
Bury Utility Lines Underground	400	LFT	\$1,000.00	\$400,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To	70	LFT	\$10.00	\$700.00	6" non perf pipe in sidewalk and road
City Drain Permeable Pavers in Alley, 8'	2,760	SFT	\$25.00	\$69,000.00	8' wide strip of pavers down center
Wide Concrete in Alley, 8" Thick, 6' Wide on Each Side	4,140	SFT	\$14.00	\$57,960.00	6' wide strip of concrete on both sides of
Sidewalk and Road Concrete Repair for Drainage, 30 LF, 3' Wide	90	SFT	\$14.00	\$1,260.00	pavers
Sidewalk and Road Asphalt Repair for Drainage, 40 LF, 3'	120	SFT	\$3.00	\$360.00	
Wide Parking Lot 2 Underground Drainage, 1600 SF, 36" Depth	180	CYD	\$20.00	\$3,600.00	
Stone Parking Lot 2 Underground Drainage Pipe	50	LFT	\$30.00	\$1,500.00	12" pipe, connect structure to city drain
Parking Lot 2 Overflow Structure	1	LS	\$3,000.00	\$3,000.00	
Parking Lot 2 Concrete Border	160	LFT	\$15.00	\$2,400.00	18" wide concrete border
around Pavers Parking Lot 2 Permeable Pavers	1,600	SFT	\$25.00	\$40,000.00	
Parking Lot 2 Asphalt	9,400	SFT	\$3.00	\$28,200.00	
Parking Lot 2 and Alley	1	LS	\$15,000.00	\$15,000.00	two islands with tree, soil, and mulch pe parking lot plus additional tree and shrub planting
Landscape Improvements	1		ψ10,000.00		
Alley Murals Alley and Parking Lot Lighting	1 1	LS LS	\$10,000.00 \$10,000.00	\$10,000.00 \$10,000.00	approx. 400 SF mural at \$25/SF need to verify if lighting is an option
J and I alking Lot Lighting			uction Sub Total	\$752,860.00	
	sign and Ot	tion Family	Contingencies (20%)	\$150,572.00 \$450.572.00	
Des	sign and Construc	tion Engine	ering (Estimated 20%)	\$150,572.00 Long Term	
				Estimated Total: \$1,091,647. 00	

Sycamore to Maple					
Item	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$38,617.00	\$38.617.00	5% of Construction Sub-Total
Sedimentatio	1	LS	\$3,000.00	\$3,000.00	o /o or corrott action cap rotal
n and Erosion	1	LS	\$2,000.00	\$2,000.00	
Control	'	Lo	\$2,000.00	\$2,000.00	
Measures					
Maintenance					
and Traffic					
Control  Demolition					
	7.500	OFT	Ф0.00	\$00 F00 00	
Remove Alley Asphalt/Concrete	7,500	SFT	\$3.00	\$22,500.00	
Remove Parking Lot 3 Asphalt	8,500	SFT	\$2.00	\$17,000.00	
Remove Parking Lot 5 Asphalt	3,500	SFT	\$2.00	\$7,000.00	
Remove Concrete Sidewalk and	150	SFT	\$3.00	\$450.00	SO LF, 3' wide strip
Asphalt Roadway	_		00.000.00	<b>#</b> 40.000.00	
Remove Utility Pole	5	EA	\$2,000.00	\$10,000.00	
New Construction					
					6' height split-faced CMU with brick accent and
_ ,	_	* ~	005	<b>670.05</b>	ornamental
Dumpster Enclosure, CMU with	2	LS	\$35,000.00	\$70,000.00	metal gate, \$39 LF x \$800 LF plus gate
Brick Face and Gate, 12' X 15'	075	LET	\$20.00	¢44.050.00	
Underground Alley Drainage, Perf. Pipe in Fabric	375	LFT	\$30.00	\$11,250.00	
Underground Alley Drainage, 8'	340	CYD	\$20.00	\$6,800.00	
Wide x 36" Depth Stone Storage					
Trench					
Bury Utility Lines Underground	375	LFT	\$1,000.00	\$375,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To City	so	LFT	\$10.00	\$500.00	6" non perf pipe in sidewalk and road
Drain Permeable Pavers in Alley, 8'	0.000	CET	<b>PAF 00</b>	¢75 000 00	Ol wide atric of payors dayin senter
Wide	3,000	SFT	\$25.00	\$75,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick, 6'	4,500	SFT	\$14.00	\$63,000.00	6' wide strip of concrete on both sides of pavers
Wide on Each Side	1,000	<b>O.</b> .	ψσ	****	p
Sidewalk and Road Concrete	90	SFT	\$14.00	\$1,260.00	
Repair for Drainage, 30 LF, 3'					
Wide					
Sidewalk and Road Asphalt	60	SFT	\$3.00	\$180.00	
Repair for Drainage, 20 LF, 3' Wide					
Parking Lot 3 Underground	180	CYD	\$20.00	\$3,600.00	
Drainage, 1600 SF, 36" Depth	SO	LFT	\$30.00	\$1,500.00	12" pipe, connect structure to city drain
Stone	30		ψ30.00	ψ1,500.00	12 pipe, connect structure to dry drain
Parking Lot 3 Underground					
Drainage Pipe					
Parking Lot 3 Overflow Structure	1	LS	\$3,000.00	\$3,000.00	
Parking Lot 3 Concrete Border	160	LFT	\$15.00	\$2,400.00	18" wide concrete border
around Pavers		0==	005	0.40	
Parking Lot 3 Permeable Pavers	1,600	SFT	\$25.00	\$40,000.00	
Parking Lot 3 Asphalt	6,900	SFT	\$3.00	\$20,700.00	
Parking Lot 5 Underground	90	CYD	\$20.00	\$1,800.00	
Drainage, 800 SF, 36" Depth	SO	LFT	\$30.00	\$1,500.00	12" pipe, connect structure to city drain
Stone					
Parking Lot 5 Underground					
Drainage Pipe Parking Lot 5 Overflow Structure	1	LS	\$3,000.00	\$3,000.00	
Parking Lot 5 Concrete Border	120	LS LFT	\$3,000.00 \$15.00	\$1,800.00	18" wide concrete border
around Pavers	120	Lift	φ13.00	φ1,000.00	10 wide collete boldel
Parking Lot 5 Permeable Pavers	800	SFT	\$25.00	\$20,000.00	
Parking Lot 5 Asphalt	2,700	SFT	\$3.00	\$8,100.00	
and Lot o hopital	2,700	0. 1	ψ5.00	ψο, 100.00	two islands with tree, soil, and mulch per parking lo
					plus
Parking Lot and Alley Landscape	3	LS	\$15,000.00	\$45,000.00	additional tree and shrub planting
Improvements	-	-	• -,		, •
Alley Murals	1	LS	\$10,000.00	\$10,000.00	approx. 400 SF mural at \$25/SF
Alley and Parking Lot Lighting	1	LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
			Construction Sub Total	\$772,340.00	
			Contingencies (20%)	\$154,468.00	
	Design and	d Construction	Engineering (Estimated 20%)	\$154,468.00	
			Long T	erm Estimated	
				1,119,893.00	

Eureka to Sycamore	<u> </u>	<u> </u>			
Item	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$34,540.00	\$34,540.00	5% of Construction Sub-Total
Sedimentation and Erosion Control Measures	1	LS	\$3,000.00	\$3,000.00	
Maintenance and Traffic Control	1	LS	\$2,000.00	\$2,000.00	
Demolition					
Remove Alley Asphalt/Concrete	5,900	SFT	\$3.00	\$17,700.00	
Remove Parking Lot 6 Asphalt	20,000	SFT	\$2.00	\$40,000.00	
Remove Concrete Sidewalk and Asphalt Roadway	255	SFT	\$3.00	\$765.00	85 LF, 3' wide strip
Remove Utility Pole	5	EA	\$2,000.00	\$10,000.00	
New Construction					
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU with Brick Face and Gate, 12' X 15'	2	LS	\$35,000.00	\$70,000.00	metal gate, \$39 LF x \$800 LF plus gate
Underground Alley Drainage, Perf. Pipe in Fabric	295	LFT	\$30.00	\$8,850.00	
Underground Alley Drainage, 8' Wide x 36" Depth Stone Storage Trench	265	CYD	\$20.00	\$5,300.00	
Bury Utility Lines Underground	295	LFT	\$1,000.00	\$295,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To City Drain	85	LFT	\$10.00	\$850.00	6" non perf pipe in sidewalk and road
Permeable Pavers in Alley, 8' Wide	2,360	SFT	\$25.00	\$59,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick, 6' Wide on Each Side	3,540	SFT	\$14.00	\$49,560.00	6' wide strip of concrete on both sides of pavers
Sidewalk and Road Concrete Repair for Drainage, 70 LF, 3' Wide	210	SFT	\$14.00	\$2,940.00	
Sidewalk and Road Asphalt Repair for Drainage, 15 LF, 3' Wide	45	SFT	\$3.00	\$135.00	
Parking Lot 6 Underground Drainage, 2400 SF, 36" Depth Stone	270	CYD	\$20.00	\$5,400.00	
Parking Lot 6 Underground Drainage Pipe	50	LFT	\$30.00	\$1,500.00	12" pipe, connect structure to city drain
Parking Lot 6 Overflow Structure	1	LS	\$3,000.00	\$3,000.00	
Parking Lot 6 Concrete Border around Pavers	200	LFT	\$15.00	\$3,000.00	18" wide concrete border
Parking Lot 6 Permeable Pavers	2,400	SFT	\$25.00	\$60,000.00	
Parking Lot 6 Asphalt	17,600	SFT	\$3.00	\$52,800.00	
					two islands with tree, soil, and mulch per parking lot plus
Parking Lot 6 and Alley Landscape Improvements	1	LS	\$17,000.00	\$17,000.00	landscape buffer
Alley Murals	1	LS	\$10,000.00	\$10,000.00	approx. 400 SF mural at \$25/SF
Alley and Parking Lot Lighting	1	LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
		Constr	uction Sub Total	\$690,800.00	
			tingencies (20%)	\$138,160.00	1
Design and Co		,	(Estimated 20%)	\$138,160.00	
	Lo	ng Term	Estimated Total:	\$1,001,660.00	

Project 4					
tem	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$60,280.00	\$60,280.00	5% of Construction Sub-Total
Sedimentation and		LS	\$3,000.00	\$3,000.00	
Erosion Control					
Measures					
Maintenance and		LS	\$2,000.00	\$2,000.00	
Traffic Control					
Demolition					
Remove Parking Lot 7 Asphalt	135,000	SFT	\$2.00	\$270,000.00	
Remove Concrete	3,200	SFT	\$3.00	\$9,600.00	
Sidewalk and Asphalt					
Roadway				_	
New Construction					
Concrete Apron, 811 Thick	3,200	SFT	\$14.00	\$44,800.00	
Parking Lot 7	2,100	CYD	\$20.00	\$42,000.00	eight areas, 2,400 SF each
Underground Drainage,					
19,200 SF, 36" Depth					
Stone				04 # 000 00	
Parking Lot 7	500	LFT	\$30.00	\$15,000.00	12" pipe, connect structure to city drain
Underground Drainage					
Pipe	8	LS	\$3.000.00	\$24,000.00	
Parking Lot 7 Overflow Structure	8	LS	\$3,000.00	\$24,000.00	
Parking Lot 7 Concrete	960	LFT	\$15.00	\$14,400.00	18" wide concrete border
Border around Pavers	960	LFI	\$15.00	314,400.00	18 Wide concrete border
Parking Lot 7	6400	SFT	\$25.00	\$160,000.00	
Permeable Pavers	3400	0	Ψ20.00	Ψ100,000.00	
Parking Lot 7 Asphalt	128,600	SFT	\$3.00	\$385,800.00	
Convert Parking Lot 7	5,000	SFT	\$35.00	\$175,000.00	
Lawn Areas to	5,000	0	ψου.ου	ψ175,000.00	
Raingardens					
Landscape	1	LS	\$50,000.00	\$50,000.00	
Improvements			•	·	
Parking Lot Lighting	1	LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
- • •		Constru	uction Sub Total	\$1,205,600.00	
			Contingencies	(20%) \$241,120,00	
		Design	n and Construction Engine		
		20019	Conou douch Engine	\$	
				241,120.00	

Project 5					
Item	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$21,550.00	\$21,550.00	5% of Construction Sub-Total
Sedimentation and Erosion		LS	\$3,000.00	\$3,000.00	
Control Measures		LS	\$2,000.00	\$2,000.00	
Maintenance and Traffic					
Control					
Demolition					
Remove Alley Concrete	2,600	SFT	\$5.00	\$13,000.00	
Remove Parking Lot 8 Asphalt	45,000	SFT	\$2.00	\$90,000.00	
Remove Concrete Sidewalk	500	SFT	\$3.00	\$1,500.00	
and Asphalt Roadway	4	EA	\$2,000.00	\$8,000.00	
Remove Utility Pole					
New Construction					
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU with Brick Face and	2	LS	\$35,000.00	\$70,000.00	metal gate
Gate, 12' X 15'					metal gate
Sidewalk and Road Concrete Repair for	200	SFT	\$14.00	\$2,800.00	
Drainage					
Sidewalk and Road Asphalt Repair for Drainage	000	OFT	<b>#0.00</b>	\$900.00	two areas, 5,500 SF each
Parking Lot 8 Underground Drainage, 4,800	300	SFT	\$3.00	\$11,000.00	12" pipe, connect
SF, 36" Depth Stone	550	CYD	\$20.00		
Parking Lot 8 Underground Drainage Pipe					structure to city
Parking Lot 8 Overflow Structure	300	LFT	\$30.00	\$9,000.00	
•	2	LS	\$3,000.00	\$6,000.00	drain
Parking Lot 8 Concrete	240	LFT	\$15.00	\$3,600.00	
Border around Pavers	1600	SFT	\$25.00	\$40,000.00	18" wide concrete
Parking Lot 8 Permeable	1600	SFI	\$23.00		
Pavers					border
Parking Lot 8 Asphalt					border
Parking Lot 8 Landscape	42,400	OFT	<b>#0.00</b>	\$130,200.00	
Improvements	43,400	SFT	\$3.00		
Parking lot Lighting					need to verify if lighting is an option
	1	LS	\$30,000.00	\$30,000.00	need to verify it lighting is an option
	1	LS	\$10,000.00	\$10,000.00	
		Constr	uction Sub Total	\$431,000.00	
			Contingencies (20%)	\$86,200.00	
	Design and Cor	struction En	gineering (Estimated 20%)	\$86,200.00	

Project 6					
Item	Quantity	Uni t	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$30,090.00	\$30,090.00	5% of Construction Sub-Total
Sedimentation and Erosion Control Measures	1	LS	\$3,000.00	\$3,000.00	
Maintenance and Traffic Control	1	LS	\$2,000.00	\$2,000.00	
Demolition					
Remove Alley Concrete	14,000	SFT	\$5.00	\$70,000.00	
Remove Utility Pole	4	EA	\$2,000.00	\$8,000.00	
New Construction					
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU with Brick Face and Gate, 12' X 15'	2	LS	\$35,000.00	\$70,000.00	metal gate
Underground Alley Drainage, Perf. Pipe in Fabric	280	LF T	\$30.00	\$8,400.00	
Underground Alley Drainage, 8' Wide x 36" Depth Stone Storage Trench	250	CY D	\$20.00	\$5,000.00	
Bury Utility Lines Underground	200	LF T	\$1,000.00	\$200,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To City Drain	300	LF T	\$10.00	\$3,000.00	6" non perf pipe in sidewalk and roa
Permeable Pavers in Alley, 8' Wide	2,400	SFT	\$25.00	\$60,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick, 6' Wide on Each Side	11,600	SFT	\$14.00	\$162,400.00	6' wide strip of concrete on both sides of pavers
Alley and Parking Lot Lighting	1	LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
		Cons Total	truction Sub	\$601,800.00	
		Conti	ngencies (20%)	\$120,360.00	
Design and	Construction En	gineering {I	Estimated 20%)	\$120,360.00	
	Lo	ng Term E	stimated Total:	\$872,610.00	

Project 7					
Item	Quantity	Unit	Unit Price	Total Cost	Gen. Note s
Mobilization (5% max)	1	LS	\$39,645.00	\$39,645.00	5% of Construction Sub-Total
Sedimentation and Erosion Control Measures	1	LS	\$3,000.00	\$3,000.00	
Maintenance and Traffic Control	1	LS	\$2,000.00	\$2,000.00	
Demolition					
Remove Alley Concrete	8,000	SFT	\$5.00	\$40,000.00	
Remove Parking Lot 9 Asphalt	18,000	SFT	\$2.00	\$36,000.00	
Remove Utilty Pole	5	EA	\$2,000.00	\$10,000.00	
Remove Concrete Sidewalk and Asphalt Roadway	500	SFT	\$3.00	\$1,500.00	
New Construction	•				
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU with Brick Face and Gate, 12' X 15'	1	LS	\$35,000.00	\$35,000.00	metal gate
Underground Alley Drainage, Perf. Pipe in Fabric	400	LFT	\$30.00	\$12,000.00	
Underground Alley Drainage, 8' Wide x 36" Depth Stone Storage Trench	360	CYD	\$20.00	\$7,200.00	
Bury Utility Lines Underground	400	LFT	\$1,000.00	\$400,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To City Drain	200	LFT	\$10.00	\$2,000.00	6" non perf pipe in sidewalk and road
Permeable Pavers in Alley, 8' Wide	3,200	SFT	\$25.00	\$80,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick, 6' Wide on Each Side	4,800	SFT	\$14.00	\$67,200.00	6' wide strip of concrete on both sides of pavers
Sidewalk and Road Concrete Repair for Drainage	200	SFT	\$14.00	\$2,800.00	
Sidewalk and Road Asphalt Repair for Drainage	300	SFT	\$3.00	\$900.00	
Parking Lot 9 Underground Drainage, 2,400 SF, 36" Depth Stone	275	CYD	\$20.00	\$5,500.00	
Parking Lot 9 Underground Drainage Pipe	300	LFT	\$30.00	\$9,000.00	12" pipe, connect structure to city drain
Parking Lot 9 Overflow Structure	1	LS	\$3,000.00	\$3,000.00	
Parking Lot 9 Concrete Border around Pavers	120	LFT	\$15.00	\$1,800.00	18" wide concrete border
Parking Lot 9 Permeable Pavers	800	SFT	\$25.00	\$20,000.00	
Parking Lot 9 and Road Asphalt Repair	8,000	SFT	\$3.00	\$24,000.00	
Parking Lot 9 and Alley Landscape Improvements	1	LS	\$20,000.00	\$20,000.00	
Alley and Parking Lot Lighting	1	LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
			uction Sub Total	\$792,900.00	
			ngencies (20%)	\$158,580.00	
Design and 0	Construction Eng	gineering (Es	,	\$158,580.00	
			•	rm Estimated 1,149,705.00	

Project 8					
Item	Quantity	Unit	Unit Price	Total Cost	Gen eral Note
Mobilization (5% max)	1	LS	\$52,680.00	\$52,680.00	5% of Construction Sub-Total
Sedimentation and Erosion	1	LS	\$3,000.00	\$3,000.00	
Control Measures Maintenance and Traffic	1	LS	\$2,000.00	\$2,000.00	
Control	•		Ψ2,000.00	Ψ2,000.00	
Demolition					
Remove Alley Concrete	11,000	SFT	\$5.00	\$55,000.00	
Remove Parking Lot 10 Asphalt	8,000	SFT	\$2.00	\$16,000.00	
Remove Concrete	300	SFT	\$3.00	\$900.00	
Sidewalk and Asphalt Roadway					
New Construction					
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU	3	LS	\$35,000.00	\$105,000.00	metal gate
with Brick Face and Gate, 12' X 15'					
Underground Alley	550	LFT	\$30.00	\$16,500.00	
Drainage, Perl. Pipe in Fabric					
Underground Alley	500	CYD	\$20.00	\$10,000.00	
Drainage, 8' Wide x 36"	-	•	<b>4</b>	<b>*</b> · · · · · · · · · · · · · · · · · · ·	
Depth Stone Storage Trench					
Bury Utility Lines	550	LFT	\$1,000.00	\$550,000.00	Based on cost estimate received from WMS
Underground Connect Alley Drainage To	100	LFT	\$10.00	\$1,000.00	6" non perf pipe in sidewalk and road
City Drain					
Permeable Pavers in Alley, 8' Wide	4,400	SFT	\$25.00	\$110,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick,	6,600	SFT	\$14.00	\$92,400.00	6' wide strip of concrete on both sides of pavers
6' Wide on Each Side	500	0.57	<b>0.1.1.00</b>	<b>A</b> 7 000 00	
Sidewalk and Road Concrete Repair for	500	SFT	\$14.00	\$7,000.00	
Drainage					
Sidewalk and Road Asphalt Repair for Drainage	500	SFT	\$3.00	\$1,500.00	
Parking Lot 10	275	CYD	\$20.00	\$5,500.00	two areas, 5,500 SF each
Underground Drainage,					
2,400 SF, 36" Depth Stone Parking Lot 10	300	LFT	\$30.00	\$9,000.00	12" pipe, connect structure to city drain
Underground Drainage	230		<b>\$</b> 00.00	<b>4</b> 1,111.00	Transmission and any areas.
Pipe Parking Lot 10 Overflow	1	LS	\$3,000.00	\$3,000.00	
Structure	1	LO	φ3,000.00	φ3,000.00	
Parking Lot 10 Concrete Border around Pavers	120	LFT	\$15.00	\$1,800.00	18" wide concrete border
Parking Lot 10 Permeable	800	SFT	\$25.00	\$20,000.00	
Pavers					
Parking Lot 10 Asphalt	8,000 <b>1</b>	SFT	\$3.00	\$24,000.00	
Parking Lot 10 and Alley Landscape Improvements	1	LS	\$10,000.00	\$10,000.00	
Alley and Parking Lot	1	LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
Lighting		Conetr	ction Sub Total	\$1,053,600.0	
		Constru	iction oub rotal	\$1,053,600.0	
			ontingencies (20%)	\$210,720.00	
	Design and Constructi	on Engineeri		\$210,720.00 m Estimated	
				,527,720.00	

Project 9					
Item	Quantity	Unit	Unit Price	Total Cost	Gene ral Note
Mobilization (5% max)	1	LS	\$40,732.50	\$40,732.50	5% of Construction Sub-Total
Sedimentation and Erosion Control	1	LS	\$3,000.00	\$3,000.00	
Measures					
Maintenance and Traffic Control	1	LS	\$2,000.00	\$2,000.00	
Demolition					
Remove Alley Concrete	4,000	SFT	\$5.00	\$20,000.00	
Remove Parking Lot 11 Asphalt	40,000	SFT	\$2.00	\$80,000.00	
Remove Utility Pole	1	EA	\$2,000.00	\$2,000.00	
Remove Concrete Sidewalk and Asphalt Roadway	500	SFT	\$3.00	\$1,500.00	
New Construction					
					6' height split-faced CMU with brick accent and
Down to Francisco OMIL with Driet			<b>#05.000.00</b>	¢25 000 00	ornamental
Dumpster Enclosure, CMU with Brick Face and Gate. 12' X 15'	1	LS	\$35,000.00	\$35,000.00	metal gate, \$39 LF x \$800 LF plus gate
Underground Alley Drainage, Perf.	175	LFT	\$30.00	\$5,250.00	
Pipe in Fabric			Ψ00.00	ψ0,200.00	
Underground Alley Drainage, 8' Wide x 36" Depth Stone Storage Trench	160	CYD	\$20.00	\$3,200.00	
Bury Utility Lines Underground	375	LFT	\$1,000.00	\$375,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To City Drain	200	LFT	\$10.00	\$2,000.00	6" non perf pipe in sidewalk and road
Permeable Pavers in Alley, 8' Wide	1,400	SFT	\$25.00	\$35,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick, 6' Wide on Each Side	2,100	SFT	\$14.00	\$29,400.00	6' wide strip of concrete on both sides of pavers
Sidewalk and Road Concrete Repair for Drainage	200	SFT	\$14.00	\$2,800.00	
Sidewalk and Road Asphalt Repair for Drainage	300	SFT	\$3.00	\$900.00	
Parking Lot 11 Underground Drainage, 4,800 SF, 36" Depth Stone	450	CYD	\$20.00	\$9,000.00	two areas, 2,400 SF each
Parking Lot 11 Underground Drainage Pipe	300	LFT	\$30.00	\$9,000.00	12" pipe, connect structure to city drain
Parking Lot 11 Overflow Structure	2	LS	\$3,000.00	\$6,000.00	
Parking Lot 11 Concrete Border around Pavers	240	LFT	\$15.00	\$3,600.00	18" wide concrete border
Parking Lot 11 Permeable Pavers	1600	5FT	\$25.00	\$40,000.00	
Parking Lot 11 Asphalt	40,000	SFT	\$3.00	\$120,000.00	
Parking Lot 11 and Alley Landscape Improvements	1	LS	\$20,000.00	\$20,000.00	
Alley and Parking Lot Lighting	1	LS	\$10,000.00	\$10,000.00	
		Constr Total	uction Sub	\$814,650.00	
		Conti	ngencies (20%)	\$162,930.00	
	Design and Construction E	ngineering (I	Estimated 20%)	\$162,930.00	
				n Estimated 181,242.50	

Item	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$13,215.00	\$13,215.00	5% of Construction Sub-Total
Sedimentation and Erosion	1	LS	\$3,000.00	\$3,000.00	
Control Measures		LS	\$2,000.00	\$2,000.00	
Maintenance and Traffic					
Control					
Demolition					
Remove Parking Lot 12 Asphalt	20,000	SFT	\$2.00	\$40,000.00	remove asphalt
Remove Concrete Sidewalk and Concrete Apron	2,500	SFT	\$3.00	\$7,500.00	
New Construction					
Concrete apron, 8" Thick	2,500	SFT	\$14.00	\$35,000.00	
Parking Lot 12 Underground Drainage, 3,600 SF,	400	CYD	\$20.00	\$8,000.00	
36" Depth Stone					
Parking Lot 12 Underground Drainage Pipe	150	LFT	\$30.00	\$4,500.00	12" pipe, connect
Parking Lot 12 Overflow Structure	130	LS	\$3.000.00	\$3,000.00	112,22
Parking Lot 12 Concrete	120	LS	\$3,000.00 \$15.00	\$1,800.00	structure to city drain 18"
Border around Pavers	120	LFI	\$15.00	\$1,800.00	structure to city drain 10
Parking Lot 12 Permeable					wide concrete border
Pavers	800	SFT	\$25.00	\$20,000.00	wide concrete border
Parking Lot 12 Aggregate Base for new					
Asphalt, 12,000 SF	450	CYD	\$30.00	\$13,500.00	
Parking Lot 12 Asphalt	750	OID	ψ50.00	ψ10,000.00	
Parking Lot 1 and Alley					
Landscape Improvements	32,000	SFT	\$3.00	\$96,000.00	
Alley and Parking Lot Lighting	1	LS	\$20,000.00	\$20,000.00	
and is a control of the cont		LS	\$10,000.00	\$10,000.00	need to verify if lighting is an option
	1	Constru	iction Sub Total	\$264,300.00	
_			Contingencies (20%)	\$52,860.00	
De	sign and Constru	iction Engine	ering (Estimated 20%)  Long Term Esti	\$52,860.00 mated Total:	
			\$383,235.00		



## Wyandotte Alley Improvements Schematic Design Cost Estimate Updated December 6, 2022

The project estimate is Wade Trim's opinion of probable cost based upon the available information and is based upon the improvements in the DDA CIP 2021 Bid Packet.

Project 11 - "L" shaped alley west of Biddle					
Item	Quantity	Unit	Unit Price	Total Cost	General Note
Mobilization (5% max)	1	LS	\$31,295.00	\$31,295.00	5% of Construction Sub-Total
Sedimentation and Erosion Control Measures	1	LS	\$3,000.00	\$3,000.00	
Maintenance and Traffic Control	1	LS	\$2,000.00	\$2,000.00	
Demolition					
Remove Alley Concrete	7,400	SFT	\$5.00	\$37,000.00	
Remove Utility Pole	4	EA	\$2,000.00	\$8,000.00	
New Construction					
					6' height split-faced CMU with brick accent and ornamental
Dumpster Enclosure, CMU with Brick Face and Gate, 12' X 15'	2	LS	\$35,000.00	\$70,000.00	metal gate, \$39 LF x \$800 LF plus gate
Underground Alley Drainage, Perf. Pipe in Fabric	330	LFT	\$30.00	\$9,900.00	
Underground Alley Drainage, 8' Wide x 36" Depth Stone Storage Trench	290	CYD	\$20.00	\$5,800.00	
Bury Utility Lines Underground	360	LFT	\$1,000.00	\$360,000.00	Based on cost estimate received from WMS
Connect Alley Drainage To City Drain	80	LFT	\$10.00	\$800.00	6" non perf pipe in sidewalk and road
Permeable Pavers in Alley, 8' Wide	2,600	SFT	\$25.00	\$65,000.00	8' wide strip of pavers down center
Concrete in Alley, 8" Thick, 6' Wide on Each Side	4,000	SFT	\$14.00	\$56,000.00	6' wide strip of concrete on both sides of pavers
Sidewalk and Road Concrete Repair for Drainage	600	SFT	\$14.00	\$8,400.00	
		Constr	ruction Sub Total	\$625,900.00	
		Cor	ntingencies (20%)	\$125,180.00	
Design and Construction Engineering (Estimated 20%)					
Long Term Estimated Total:					

### CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM # 9

**ITEM:** Alley Vacation at 240 Antoine

PRESENTER: Gregory J. Mayhew, City Engineer

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

**BACKGROUND:** At the December 5, 2022, City Council meeting, Council received a request from Our Lady of the Scapular Parish, 12 State Street, Detroit, Michigan, to vacate and abolish the eighteen (18) foot wide alleys shown on the attached survey adjacent to their property. The existing structure at 240 Antoine is built over the rear east/west alley.

Council determined that it is a necessary public improvement to vacate and abolish the above-described public alleys and scheduled a public hearing to hear objections to said public alley vacation and abolishment.

The public hearing was held today.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in matching tools and efforts to the conditions in city neighborhoods; and tracking infrastructure conditions in all neighborhoods.

<u>ACTION REQUESTED:</u> Upon conclusion of the public hearing, determine if the described public alleys should be vacated and abolished.

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

**IMPLEMENTATION PLAN:** If approved by Council, declare the described alleys vacated and abolished.

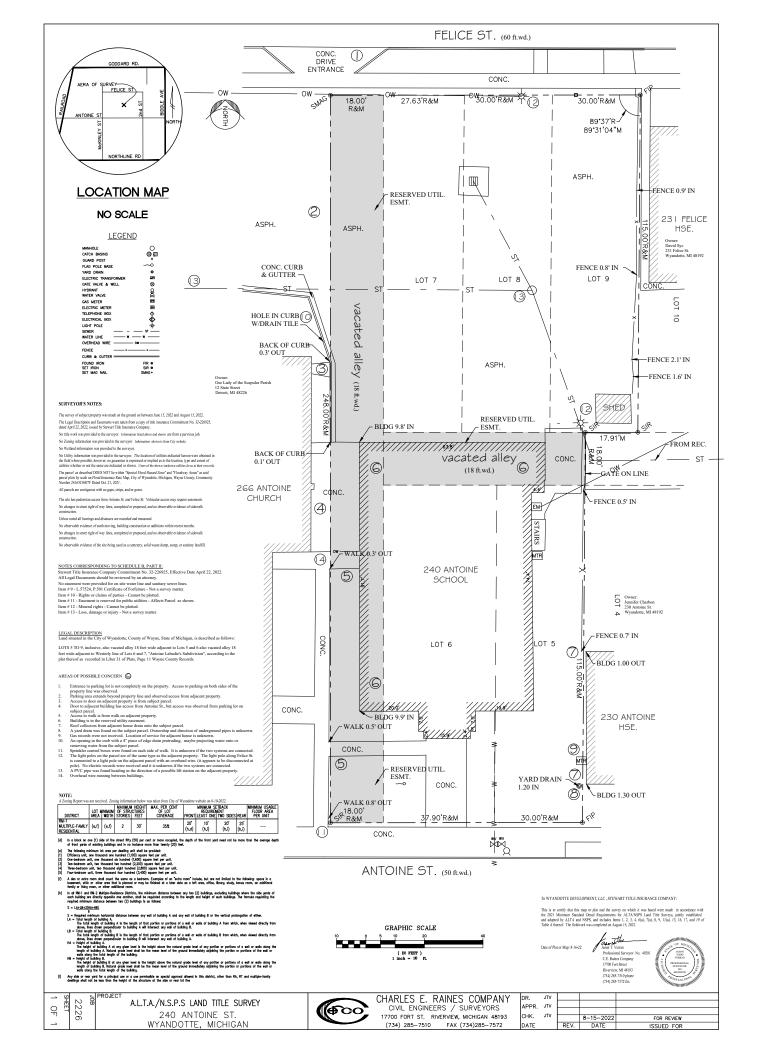
#### **LIST OF ATTACHMENTS:**

1. ALTA 240 Antoine 8-15-22

#### **RESOLUTION**

Item Number: #9
Date: January 9, 2023

RESOLUTION by Councilperso	n		
At a regular session of the City C	Council of the City of Wyand	dotte.	
RESOLVED BY THE CITY CO	OUNCIL OF THE CITY OF	WYANDOTTE	
and safety of the people of the C	ity of Wyandotte, to vacate a	ble and necessary for the health, welfare, comfo and abolish the hereinafter described land in the a public alleys, more particularly described as:	
wide east/west alley abutting Lot	ts 5 thru 8, both inclusive, an 8 S., R. 11 E., Village of Ford	6 and 7, both inclusive, and the eighteen (18) foond the west 19.73 feet of Lot 9, Antoine Labadierd (now City of Wyandotte) Wayne Co., Michiga	e's
WHEREAS, due notice has been	given of the hearing of obje	ections to said vacation and abolishment; and	
	*	a such notice, and objections have been and abolishing is advisable; now, therefore,	en
BE IT RESOLVED that the abov ABOLISHED as public alleys,	ve-described alleys shall be, a	and the same is hereby declared, VACATED A	.NE
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	1		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman Calvin Crayne Hanna		
	Shuryan Stec		



### CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: 1/9/2023 AGENDA ITEM # 10

**ITEM:** Show Cause Hearing for 213-215-217 Superior

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

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

**BACKGROUND:** On August 16, 2022 and October 19, 2022, Show Cause Hearings were held in the Engineering and Building Department regarding the dilapidated, deteriorated, dangerous and unsafe structures at 213-215-217 Superior Blvd, Wyandotte, Michigan. Attached are minutes of the hearings and communications sent. Also attached are communications from the property owner, Dennis Bargowski.

On December 5, 2022, Council received a report from the Hearing Officer regarding the condition of 213-215-217 Superior Blvd, Wyandotte, and the recommendation that a Show Cause Hearing be held to show cause why the structure should not be demolished.

This Show Cause Hearing was held today, Monday, January 9, 2023.

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

<u>ACTION REQUESTED:</u> Determine if the structures at 213-215-217 Superior Blvd., Wyandotte, should be demolished.

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

**IMPLEMENTATION PLAN:** Forward Council's decision to the property owner of 213-215-217 Superior Blvd. and the Wayne County Treasurer to take action as determined by Council.

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

- 1. 1 Property Maint Letter 010422
- 2. 2 Dangerous Notice 031722
- 3. 3 Property Maint 2nd Notice 031722
- 4. 4 Letter Advising of SCH Aug 16 2022
- 5. 5 SCH Minutes Aug 16 2022
- 6. 6 Dangerous Posting Aug 19 2022
- 7. 7 Letter Advising of SCH Oct 19 2022
- 8. 8 SCH Minutes Oct 19 2022
- 9. 9 Order and Finding of SCH Oct 19 2022
- 10. 10 Letter RE SCH Minutes of Oct 19 2022
- 11. 11 Request for Ticket Abandoned Structure 042522
- 12. 12 Request for Ticket PM Violations 042522
- 13. 13 Ticket Status
- 14. 17 Email to Bargowski RE SCH Attendance 010423

#### **RESOLUTION**

Item Number: #10 Date: January 9, 2023

RESOLUTION by Councilperson	
,	

RESOLVED by the City Council that a show cause hearing was held this 9th day of January, 2023, having been set forth as the time and place fixed for a hearing of objections to show cause why the structures at 213-215-217 Superior Blvd. should not be demolished or made safe and whereas the opportunity having been provided for all written and verbal comments now; AND WHEREAS, this Council has considered the reports and recommendations of the Hearing Officer and City Engineer's Office and all other facts and considerations which were brought to their attention at said hearing;

NOW, THEREFORE, BE IT RESOLVED that this City Council directs that said structures at 213-215-217 Superior Blvd., City of Wyandotte, should be demolished. The owner or person in control of the premises shall comply with the order of demolition within twenty-one (21) days after the date of the hearing.

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

RESOLVED FURTHER that the City Engineer is hereby directed to demolish the structures at 213-215-217 Superior Blvd., if the owner or persons in control of the property does not comply with the order of demolition within twentyone (21) days or appeals to the Circuit Court within twenty-one (21) days.

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson		
SUPPORTED by Councilperson	n	
<u>YEAS</u>	COUNCIL	<u>NAYS</u>
	Alderman	
	Calvin	
	Crayne	
	Hanna	
	Shuryan	
	Stec	

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER

Theodore H. Galeski CITY ASSESSOR

January 4, 2022



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

FIRST CLASS MAIL

Mr Dennis Bargowski 217 Superior Blvd. Wyandotte, MI 48192

RE: **Property Maintenance Complaint** 

> 217 Superior Blvd. Wyandotte, MI 48192

Dear Mr. Bargowski:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your property. A field inspection was performed on January 4, 2022, which verified that your property is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

GUTTERS / CONDUCTORS REQUIRE REPAIR/REPLACE /PAINT/DOWNSPOUTS DISCONNECTED PM304.2/508.1/MDEQNPDES

INSPECTOR COMMENTS: WEST SIDE AT HOLE IN ROOF - REPAIR AND REALIGN GUTTER. ON EAST SIDE OF FRONT DORMER - DETERIORATED GUTTER

REQUIRES REPLACEMENT.

ROOF REQUIRES REPAIR PM304.7 PERMIT REQUIRED

INSPECTOR COMMENTS: GENERALLY, SHINGLES DETERIORATED AND FALLING OFF.

HOLE IN ROOF ON WEST SIDE NEAR DORMER EXPOSING INTERIOR

TO WEATHER AND RODENTS.

REPAIR ROOF DECK AS NEEDED AND REPLACE SHINGLES.

## FASCIA / SOFFIT / OVERHANG REQUIRES REPAIR PM304.2/304.8/304.9

INSPECTOR COMMENTS: GENERALLY, FACIA IN NEED OF REPAIR AND PAINT.

PARTICULARILY ON WEST SIDE AT HOLE IN ROOF FACIA

DETERIORATED AND SAGGING, OPENING STRUCTURE TO WEATHER

AND RODENTS.

SIDING REQUIRES REPLACE PERMIT REQUIRED PM304.2/304.6

INSPECTOR COMMENTS: PAINT/SURFACE COATING ON WEST AND NORTH DORMERS SIDING

AND TRIM IS DETERIORATED.

REQUIRES PAINTING/PROPER SURFACE COATING.

WINDOWS REQUIRE REPAIR PM304.14/304.15 EVERY WINDOW AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT

INSPECTOR COMMENTS: THE PAINT/SURFACE COATING ON THE WINDOWS ON NORTH AND

WEST DORMER IS DETERIORATED.

REQUIRES PAINT/PROPER SURFACE COATING.

TREE REQUIRES TRIMMING/REMOVAL DEAD TREE/DEAD LIMBS/STRUCTURAL NUISANCE CR10/16/06

INSPECTOR COMMENTS: TREE ON EAST SIDE OF REAR YARD HAS BROKEN, HANGING

BRANCH PRESENTING A SAFETY HAZARD. REMOVE BROKEN, HANGING BRANCH.

Failure to correct the cited property maintenance violations by February 4, 2022 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4554, or by email at gmayhew@wyandottemi.gov.

Very truly yours,

Gregory J. Mayhew

City Engineer

CC: Mr. Dennis Bargowski,

Taylor, Michigan 48180

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



GREGORY J. MAYHEW, P.E. **CITY ENGINEER** 

March 17, 2022

**ONLY NOTICE** 

**CERTIFIED MAIL REGULAR MAIL** 

MAYOR Robert A. DeSana

COUNCIL Robert Alderman

Chris Calvin

Kelly M. Stec

Kaylyn Crayne Todd Hanna

Rosemary Shuryan

Mr. Dennis Baragowski 217 Superior Blvd. Wyandotte, Michigan 48192

RE: 213-215-217 Superior Blvd Wyandotte, Michigan

Dear Mr. Baragowski:

A site inspection was performed March 16, 2022, revealed that there are violations of the City of Wyandotte Property Maintenance Code on the exterior of the structure. A check of the records at the Wyandotte Department of Municipal Services shows little electric use and no water use since September 14, 2021. The structure appears to have been vacant for over six (6) months.

Due to the lack of maintenance of the property at 213-215-217 Superior Blvd. as noted by the attached letter, and the lack of occupancy, the undersigned deems the structures to be unsafe and dangerous.

Please be advised of the following from the City of Wyandotte Property Maintenance Code:

#### Section PM-202.0 General Definitions:

Dangerous Buildings: A building or structure that has 1 or more of the following defects or is in 1 or more of the following conditions:

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:

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

An Equal Opportunity Employer

- (i) A building or structure as to which the owner or agent does both of the following:
  - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building oar structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
  - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
- (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or mor3e each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

You are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section <u>PM-202.0</u> referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances § 171.004 and § 181.020. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

Failure to correct the cited violations, maintain and occupy the structure by April 18, 2022, will result in this Department proceeding with Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.

Further, in accordance with "Abandoned Residential Structure", of Chapter 170 "Building Regulations" of the City of Wyandotte's Code of Ordinances, this dwelling is deemed to be an abandoned residential structure. You must register the property in accordance with § 170.112 and § 170.113 Registration of the Ordinance. If you fail to do so by April 18, 2022, you will be subjected to the violations and penalties as set forth in § 170.999 Penalty of the Ordinance. Forms can be obtained at Wyandotte City Hall in the Engineering and Building Department.

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

Very truly yours,

Hulgory Mayhew
Gregory J. Mayhew
City Engineer

ATTACHMENT: Property Maintenance Letter Dated March 17, 2022

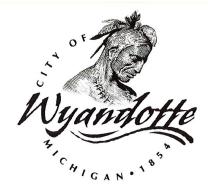
CC: Mr. Dennis Baragowski, 215 Superior Blvd., Wyandotte, MI 48192 Mr. Dennis Baragowski, Taylor, MI 48108

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER

March 17, 2022



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

2<sup>nd</sup> NOTICE FIRST CLASS MAIL

Mr. Dennis Baragowski 217 Superior Blvd. Wyandotte, MI 48192

**RE:** Property Maintenance Complaint

215-217 SUPERIOR Wyandotte, Michigan

Dear Mr. Baragowski:

This is a follow up to the letters sent regarding the property maintenance issues at the referenced property. A field inspection performed on, March 16, 2022, revealed the following violations remain:

<u>GUTTERS</u> / CONDUCTORS <u>REQUIRE REPAIR/REPLACE</u> /PAINT/DOWNSPOUTS DISCONNECTED PM304.2/508.1/MDEQNPDES

INSPECTOR COMMENTS: WEST SIDE AT HOLE IN ROOF - REPAIR AND REALIGN GUTTER. ON EAST SIDE OF FRONT DORMER - DETERIORATED GUTTER REQUIRES REPLACEMENT.

ROOF REQUIRES REPAIR PM304.7 PERMIT REQUIRED

INSPECTOR COMMENTS: GENERALLY, SHINGLES DETERIORATED AND FALLING OFF. HOLE IN ROOF ON WEST SIDE NEAR DORMER EXPOSING INTERIOR TO WEATHER AND RODENTS. REPAIR ROOF DECK AS NEEDED AND REPLACE SHINGLES.

## FASCIA / SOFFIT / OVERHANG REQUIRES REPAIR PM304.2/304.8/304.9

INSPECTOR COMMENTS: GENERALLY, FACIA IN NEED OF REPAIR AND PAINT. PARTICULARLY ON WEST SIDE AT HOLE IN ROOF FACIA, DETERIORATED AND SAGGING, OPENING STRUCTURE TO WEATHER AND RODENTS.

SIDING REQUIRES REPAIR PM304.2/304.6

INSPECTOR COMMENTS: PAINT/SURFACE COATING ON WEST AND NORTH DORMERS SIDING AND TRIM IS DETERIORATED. REQUIRES PAINTING/PROPER SURFACE COATING.

WINDOWS REQUIRE REPAIR PM304.14/304.15 EVERY WINDOW AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT

INSPECTOR COMMENTS: THE PAINT/SURFACE COATING ON THE WINDOWS ON NORTH AND WEST DORMER IS DETERIORATED. REQUIRES PAINT/PROPER SURFACE COATING.

TREE REQUIRES TRIMMING/REMOVAL DEAD TREE/<u>DEAD LIMBS/STRUCTURAL NUISANCE</u> CR10/16/06

INSPECTOR COMMENTS: TREE ON EAST SIDE OF REAR YARD HAS BROKEN, HANGING BRANCH PRESENTING A SAFETY HAZARD. REMOVE BROKEN, HANGING BRANCH. DEAD BRANCHES LAYING IN YARD REQUIRE REMOVAL AND DISPOSAL.

Failure to correct the cited property maintenance violations by April 18, 2022, will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4553 or email at gmayhew@wyandottemi.gov.

Very truly yours,

. Xfrequery Maykew-Gregory J. Mayhew

City Engineer

cc:

Mr. Dennis Baragowski, 215 Superior Blvd., Wyandotte, MI 48192

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning TREASURER



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

1<sup>st</sup> Class Mail Certified Mail

July 27, 2022

Dennis P. Bargowski 217 Superior Wyandotte, MI 48192

RE: 213-215-217 Superior, Wyandotte, MI 48192

Tax Id# 57-010-25-0006-002

## To Whom It May Concern:

This letter is to inform you that the Department of Engineering and Building is scheduling a Show Cause Hearing in accordance with Section PM-107.3 Disregard of notice. This hearing will be held on Tuesday, August 16, 2022 at 10:00 a.m. in the Engineering and Building Department at Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, before the Hearing Officer. Your presences or that of your representative will be required.

If you should have any questions, please contact the undersigned at 734-324-4555 or via email at  $\underline{kroberts@wyandottemi.gov}$ .

Very truly yours,

Kelly Roberts
Office Supervisor

Enclosures - Letters dated March 17, 2022

PRESENT: Lou Parker, Hearing Officer

Gregory J. Mayhew, City Engineer

Jesus Plasencia, Assistant City Engineer

Kelly Roberts, Secretary

The hearing was called to order by Mr. Mayhew at 10:00 a.m.

Mr. Mayhew indicated that there was no representative present at this hearing.

Mr. Mayhew indicated that the property has been vacant for some time and the City has received complaints from the neighborhood regarding the condition of the property. Mr. Mayhew stated that there is a hole in the west side of roof/fascia and there are animals getting into the property. Mr. Mayhew indicated that the property is not being maintained.

Mr. Parker indicated that the taxes and utilities are current.

Mr. Mayhew stated that notices have been sent, but there has been no response.

Mr. Parker asked if there were other mailing addresses for the owner.

Mr. Mayhew indicated that notices were sent to the property and to an address in Taylor.

Mr. Parker asked if the certified mail was signed for.

Ms. Roberts indicated no.

Mr. Mayhew stated that he has spoken with the adjacent property owners and they indicated that the owner will come and pick up mail and cut the grass and leave.

Mr. Plasencia indicated that tickets have been issued, but unsure if they were paid.

Mr. Parker asked that the tickets be investigated with the Court and the property be red tagged, posted and the hearing be reconvened 30 days after posting.

The hearing was closed at 10:30 a.m.

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER

August 19, 2022



GREGORY J. MAYHEW, P.E.

CITY ENGINEER

CERTIFIED MAIL REGULAR MAIL POSTED

MAYOR Robert A. DeSana

COUNCIL Robert Alderman

Chris Calvin

Kelly M. Stec

Kaylyn Crayne Todd Hanna

Rosemary Shuryan

Mr. Dennis Baragowski 217 Superior Blvd. Wyandotte, MI 48192

**RE:** Property Maintenance Complaint

213-215-217 SUPERIOR Wyandotte, Michigan

Dear Mr. Baragowski:

This is a follow up to the letters sent regarding the property maintenance issues at the referenced property. Field inspections were performed on, March 16, 2022, and August 19, 2022, which revealed the following violations:

## **213-215-217** Superior

GUTTERS / CONDUCTORS <u>REQUIRE REPAIR/REPLACE</u> /PAINT/DOWNSPOUTS DISCONNECTED PM304.2/508.1/MDEQNPDES

INSPECTOR COMMENTS: WEST SIDE AT HOLE IN ROOF - REPAIR AND REALIGN GUTTER. ON EAST SIDE OF FRONT DORMER - DETERIORATED GUTTER REQUIRES REPLACEMENT. (225-217 Superior)

ROOF REQUIRES REPAIR PM304.7 PERMIT REQUIRED

INSPECTOR COMMENTS: GENERALLY, SHINGLES DETERIORATED AND FALLING OFF. HOLE IN ROOF ON WEST SIDE NEAR DORMER EXPOSING INTERIOR TO WEATHER AND RODENTS. REPAIR ROOF DECK AS NEEDED AND REPLACE SHINGLES. (215-217 Superior)

## FASCIA / SOFFIT / OVERHANG REQUIRES REPAIR PM304.2/304.8/304.9

INSPECTOR COMMENTS: GENERALLY, FACIA IN NEED OF REPAIR AND PAINT. PARTICULARLY ON WEST SIDE AT HOLE IN ROOF FACIA, DETERIORATED AND SAGGING, OPENING STRUCTURE TO WEATHER AND RODENTS. (215-217 Superior)

SIDING REQUIRES REPAIR PM304.2/304.6

INSPECTOR COMMENTS: PAINT/SURFACE COATING ON WEST AND NORTH DORMERS SIDING AND TRIM IS DETERIORATED. REQUIRES PAINTING/PROPER SURFACE COATING. (215-217 Superior) BLOCK WALLS REQUIRE TUCKPOINTING. (213 Superior)

<u>WINDOWS REQUIRE REPAIR</u> PM304.14/304.15 EVERY WINDOW AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT

INSPECTOR COMMENTS: THE PAINT/SURFACE COATING ON THE WINDOWS ON NORTH AND WEST DORMER IS DETERIORATED. REQUIRES PAINT/PROPER SURFACE COATING. (215-217 Superior) WINDOWS ON THE WEST SIDE OF 213 SUPERIOR REQUIRE REPAIR AND PAINT.

TREE REQUIRES TRIMMING/REMOVAL DEAD TREE/<u>DEAD LIMBS/STRUCTURAL NUISANCE CR10/16/06</u>

INSPECTOR COMMENTS: TREE ON EAST SIDE OF REAR YARD HAS BROKEN, HANGING BRANCH PRESENTING A SAFETY HAZARD. REMOVE BROKEN, HANGING BRANCH. DEAD BRANCHES LAYING IN YARD REQUIRE REMOVAL AND DISPOSAL.

Failure to correct the cited property maintenance violations by September 19, 2022, will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4553 or email at gmayhew@wyandottemi.gov.

Very truly yours,

Gregory J. Mayhew

Gregory Mayhu

City Engineer

cc:

Mr. Dennis Baragowski, 215 Superior Blvd., Wyandotte, MI 48192

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



GREGORY J. MAYHEW, P.E. **CITY ENGINEER** 

August 19, 2022

**ONLY NOTICE** 

CERTIFIED MAIL REGULAR MAIL **POSTED** 

**MAYOR** Robert A. DeSana

COUNCIL Robert Alderman

Chris Calvin

Kelly M. Stec

Kaylyn Crayne **Todd Hanna** 

Rosemary Shuryan

Mr. Dennis Baragowski 217 Superior Blvd.

RE: 213-215-217 Superior Blvd Wyandotte, Michigan

Wyandotte, Michigan 48192

Dear Mr. Baragowski:

A site inspection was performed August 19, 2022, revealed that there are violations of the City of Wyandotte Property Maintenance Code on the exterior of the structures. A check of the records at the Wyandotte Department of Municipal Services shows little electric use and no water use since September 14, 2021. The structure appears to have been vacant for over six (6) months.

Due to the lack of maintenance of the property at 213-215-217 Superior Blvd. as noted by the attached letter, and the lack of occupancy, the undersigned deems the structures to be unsafe, unsanitary and dangerous.

Please be advised of the following from the City of Wyandotte Property Maintenance Code:

### Section PM-202.0 General Definitions:

**Dangerous Buildings:** A building or structure that has 1 or more of the following defects or is in 1 or more of the following conditions:

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • email: engineering1@wyandottemi.gov Equal Housing Opportunity 5

- (i) A building or structure as to which the owner or agent does both of the following:
  - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building oar structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
  - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
- A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each (ii) year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or mor3e each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

Due to the above referenced unsafe and unsanitary conditions and lack of occupancy, the undersigned has determined that the dwellings are unsafe, unsanitary and dangerous, and deems the dwellings uninhabitable and condemns the structures in accordance with Section PM-108.0 Unsafe Structures and Equipment and Section PM-108.1.3 Structures unfit for human occupancy of the Wyandotte Property Maintenance Code. Be advised of Section PM-108.5 Prohibited Occupancy, which states in part, anyone who occupies the premise, or any owner or person responsible for the premise who shall let anyone occupy it, shall be liable for the penalties provided by this Code. The dwelling CANNOT be occupied by any person(s) until the violations have been corrected and a confirming inspection made by the Department of Engineering and Building.

Further, in accordance with "Abandoned Residential Structure", of Chapter 170 "Building Regulations" of the City of Wyandotte's Code of Ordinances, this dwelling is deemed to be an abandoned residential structure. You must register the property in accordance with § 170.112 and § 170.113 Registration of the Ordinance. If you fail to do so by September 19, 2022, you will be subjected to the violations and penalties as set forth in § 170.999 Penalty of the Ordinance. Forms can be obtained at Wyandotte City Hall in the **Engineering and Building Department.** 

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

Very truly yours,

Sugary Mayhew
Gregory J. Mayhew
City Engineer

City Engineer

ATTACHMENT: Property Maintenance Letter Dated August 19, 2022

CC: Mr. Dennis Baragowski, 215 Superior Blvd., Wyandotte, MI 48192 Mr. Dennis Baragowski, Taylor, MI 48108

# NOTICE

THIS STRUCTURE LOCATED AT 213-215-217 SUPERIOR BLVD HAS BEEN DETERMINED TO BE UNSAFE AND UNFIT FOR HUMAN OCCUPANCY DUE TO PROPERTY MAINTENANCE CODE VIOLATIONS. THE OCCUPANCY OF THIS STRUCTURE IS HEREBY PROHIBITED BY THE CODE OFFICIAL IN ACCORDANCE WITH SECTION PM-108.1.3 OF THE CITY OF WYANDOTTE PROPERTY MAINTENANCE ORDINANCE. IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH STRUCTURE EXCEPT FOR THE PURPOSE OF SECURING THE STRUCTURE, MAKING IT SANITARY AND SAFE, AND TO CORRECT CODE VIOLATIONS.

ANY PERSON, FIRM OR CORPORATION WHO SHALL OCCUPY OR USE THIS STRUCTURE, OR WHO SHALL REMOVE THIS NOTICE, SHALL BE IN VIOLATION OF THE CODE, SECTION 106.0 VIOLATIONS, AND SUBJECT TO THE FINES AND PENALTIES SET FORTH IN THIS SECTION.

BY ORDER OF THE DEPARTMENT OF ENGINEERING AND BUILDING CITY OF WYANDOTTE 734-324-4550

DATE: AUGUST 19, 2022

BY: GREGORY J. MAYHEW

TITLE: CITY ENGINEER/BÜILDING OFFICIAL

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning TREASURER



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

1<sup>st</sup> Class Mail Certified Mail

October 12, 2022

Dennis P. Bargowski 217 Superior Wyandotte, MI 48192

Dennis P. Bargowski

Taylor, MI 48108

RE: 215-217 Superior, Wyandotte, MI 48192

Tax Id# 57-010-26-0006-002

## To Whom It May Concern:

This letter is to inform you that the Department of Engineering and Building is scheduling a Show Cause Hearing in accordance with Section PM-107.3 Disregard of notice. This hearing will be held on Wednesday, October 19, 2022, at 2:00 p.m. in the Engineering and Building Department at Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, before the Hearing Officer. Your presences or that of your representative will be required.

If you should have any questions, please contact the undersigned at 734-324-4555 or via email at <a href="mailto:kroberts@wyandottemi.gov">kroberts@wyandottemi.gov</a>.

Very truly yours,

Kelly Roberts Office Supervisor

Enclosures – Letter dated August 19, 2022

Cc: Donna Bargowski, Richard Bargowski,

PRESENT: Gregory J. Mayhew, City Engineer

Joe DiSanto, Hearing Officer Kelly Roberts, Secretary

The hearing was called to order by Mr. Mayhew at 2:00 p.m.

Mr. Mayhew indicated that this hearing is to discuss the condition of the home at 213-215-217 Superior and the lack of maintenance, little or no utility usage indicating the property is vacant, the hole in roof, rodents going in and out of the hole in roof; property is open to the elements, missing gutters, windows not maintained, dormers in need of repair.

Mr. Mayhew indicated that notices have been sent to the property owner via certified mail and first-class mail and a show cause hearing was held on August 16, 2022, with no response from the property owner.

Mr. Mayhew indicated for the record that the owner nor a representative of the owner were present that this hearing.

The following neighbors were present:

Megan Stone, 214 Superior, Wyandotte Teri and Jim Skolasinski, 219 Superior, Wyandotte Kelly Sharpy, 2720 2<sup>nd</sup> Street, Wyandotte Barbara, 341 Superior, Wyandotte Andrew Johns, House sitter for Mr. and Mrs. Skolasinski

Ms. Stone indicated that she lives across the street from the home at 213-217 Superior and she is concerned about the condition of the home since it is open and animals are getting in it. Ms. Stone further indicated that the homes on that side of the street are very close together and she is afraid if it caught fire the whole block would go up. Ms. Stone further indicated that she is concerned that this property is bringing down the value of the properties on her block.

Ms. Sharpy indicated that she owns the property at 2720 2<sup>nd</sup> Street her rear property line backs up to the side property line of 213-217 Superior. Ms. Sharpy indicated that there is an extra-large tree in the back yard of 213-217 Superior that is dropping dead branches on her roof causing damage. Ms. Sharpy further indicated that she has seen raccoons and possums going in and out of the home and the animals are climbing onto to her roof from the tree. Ms. Sharpy further stated that she has seen holes in the rear of 213-217 Superior that look like rat holes.

Mr. Mayhew asked Ms. Sharpy if she tried to talk to the property owner at 213-217 Superior.

Ms. Sharpy indicated yes, but he is not an easy man to talk to. Ms. Sharpy further indicated that he is very confrontational. Ms. Sharpy further indicated that since she put up a camera on her property, he does not come by her property.

Mr. DiSanto asked when was the last time she has seen the property owner of 213-217 Superior.

Ms. Sharpy indicated probably 1  $\frac{1}{2}$  years ago. Ms. Sharpy indicated that the tenant moved out about 2 years ago and the property has been totally vacant for at least 1  $\frac{1}{2}$  years.

Mrs. Skolasinski indicated that she lives next door to 213-217 Superior. Mrs. Skolasinski indicated that there is a hole in the roof and it is getting bigger and bigger and raccoons are coming and going out of the hole day and night. Mrs. Skolasinski further stated that there is a large tree in the rear yard that she is

afraid it will come down on the power line causing a fire. Mrs. Skolasinski further stated that birds are going in and out of the holes in the roof too. Mrs. Skolasinski stated that there is a hole on the east side of home too.

Mr. DiSanto asked if she was talking about the hole by the chimney.

Mrs. Skolasinski stated that there are two (2) holes in the roof, one on the west side and one on the east side by the chimney. Mrs. Skolasinski stated that the property owner did try to fix the hole on the east side with a large patch but it did not work.

Mrs. Skolasinski stated that the rear home has been empty for about 3 years and there are big gaps in the foundation and the shingles are coming off the roof hitting their home at 219 Superior. Mrs. Skolasinski further stated that animals are getting into that home also.

Mrs. Skolasinski stated that the property owner of 213-217 Superior is very difficult to deal with and she would just like to see the property maintained and safe.

Mr. DiSanto confirmed that there has been little or no contact by the neighbors with the owner of 213-217 Superior for about one year.

Mrs. Skolasinski stated that the owner comes and cuts the grass and then just leaves. Mrs. Skolasinski stated that the property has been vacant for about 1 year.

Mr. Mayhew indicated that the City has posted the home that the structure was unsafe, unsanitary and dangerous several times but the property owner removes the postings.

Mrs. Skolasinski confirmed that the postings are gone.

Mr. Skolasinski stated that he is concerned about the safety of his home since it is only 5 feet away from the property at 213-217 Superior. Mr. Skolasinski stated that the tree limbs are in the power lines and if they snap, it could cause a fire and their home would be go up in flames.

Mr. Skolasinski further stated that the shingles on the rear home are falling off and damaging his siding. Mr. Skolasinski continued that it is a constant battle with the property owner to maintain his property, the property is being neglected. Mr. Skolasinski stated that the owner comes on Sunday to cut the grass and then leaves.

Mr. DiSanto asked if the neighbors have seen any vagrants, criminals or immoral persons around the property.

Neighbors indicated no.

Mr. Skolasinski stated that he purchased his property at 219 Superior in 1975 and since then the roof at 213-219 Superior has never been replaced and you can see that the singles are deteriorated and falling off.

Mrs. Skolasinski indicated that there has been a dead branch and a pile of yard waste in the rear yard that has been there for a while.

Barb indicated that Mr. and Mrs. Skolasinski watch her dog and she is concerned when her dog is at their home that there are rodents coming from the home at 213-219 Superior and her dog could get bit.

Andrew Johns indicated that the house sits for Mr. and Mrs. Skolasinski and over the years he can see the deterioration of the home at 213-217 Superior. Mr. Johns stated that the home at 213-217 Superior is the worst home on the block, the dormers have holes, roof is in bad shape, animals are getting into the home as evidence of the pictures Mr. and Mrs. Skolasinski have sent to the city.

Mr. Skolasinski indicated that the previous owners of 213-217 Superior took really good care of the home, but the owner now just does not care.

Mrs. Skolasinski further indicated that she talked to the tenant that use to live there and she indicated that there is water damage in the home and the basement leaked and has water in it. Mrs. Skolasinski stated the tenant would not even go into the basement to get her items when she moved out, she just left them.

Mrs. Skolasinski stated that there has always been a hole in the rear of the building, not sure what caused it.

Mrs. Roberts asked when was the last time the neighbors saw the owner of 213-217 Superior at the property.

Mrs. Skolasinski stated that she saw him a couple of weeks ago, he cut the grass, but he would never go into the home. Mrs. Skolasinski stated further that he does not stay long.

Mrs. Skolasinski stated that she does see rats coming from the home.

Mr. Mayhew thanked the neighbors for coming to the hearing.

Mr. DiSanto asked the neighbors to be patient with the city, the show cause hearing process does take some time.

Mr. Mayhew recommended that the property owner be given 30 days from the date of this hearing to correct the property maintenance issues in the letter dated August 19, 2022, which includes the trimming or removal of the dead tree in the rear yard. Mr. Mayhew continued that if the violations are not corrected, the matter would be referred to the City Council for demolition.

Mr. DiSanto concurred with the recommendation of Mr. Mayhew.

The hearing was closed at 2:35 p.m.

## ORDER AND FINDINGS REGARDING PROPERTY

T or cond	he City of Wyandotte Hearing Of itions with respect to the following the collowing the	ficer hereby finds the existence of the following defects ng building or structure located at:
2	13.215.217	, Wyandotte, Michigan
(check	all that apply)	
	deterioration, neglect, vandali strength or stability is appreci	ucture has been damaged by fire, wind, flood, sm, or other cause in such a manner that the structure ably less than it was before such damage occurred and equirements of the Building Code.
X	A portion or member or appurt or collapse and injure persons	enance is likely to fall, become detached or dislodged, or damage property. (The )
,	faulty construction, or because ground necessary for the support	ort thereof, because of dilapidation, deteriorations, decay of the removal of movement of some portion of the ort of such building or portions thereof, or for other completely collapse or some portion of the foundation or give way.
<u> </u>	The building or structure, or a which it is used.	portion thereof, is manifestly unsafe for the purpose for
	deteriorated and has become a to their danger, or has been a	een damaged by fire, wind or flood, or is dilapidated or n attractive nuisance to children who might play therein harbor for vagrants, criminals or immoral person, or to for the purpose of committing a nuisance or an
<u>×</u>		d or intended to be used for dwelling purposes, but damage, faulty construction or other reason is unfit or n
<u>X</u>	The building or structure is vac the interior of the structure exp trespassers.	ant, dilapidated, and open at door or window, leaving bosed to the elements or accessible to entrance by
<u> </u>	or longer and is not listed with and the owner or agent has no	emained unoccupied for a period of 180 consecutive days a licensed real estate broker as being for sale or rent t notified the City of Wyandotte Police Department that pied for a period greater than 180 consecutive days.
		istributed loads upon the floors or roofs or in which the have insufficient strength to be reasonably safe for the re is or is likely to be used.
	The building or structure has n	o electric or water service.

	That the building be repaired and made safe within days of the date of this Order.
	That the building be demolished on or after Nov 19 7002.
	The following additional remedial measures shall be taken within days:
	ing Officer GIVEPPE DISANTO
Date:	10, 19, 72 290pm.

I do hereby certify to the existence of the above-mentioned conditions and declare the above structure to be a dangerous building and hereby order the following:

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec

Todd M. Browning CITY TREASURER



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

First Class Mail

Dennis P. Bargowski 217 Superior Wyandotte, MI 48192

October 21, 2022

Dennis P. Bargowski

Taylor, MI 48180

RE: Show Cause Hearing

## Dear Mr. Bargowski:

Enclosed please find the minutes from the Show Cause Hearing held on October 19, 2022, regarding the above captioned property. Per the minutes, the Hearing Officer, Mr. DiSanto, is giving you 30 days or until November 19, 2022, to correct the violations noted on the notice of the City Engineer's letter of August 19, 2022. If these violations are not corrected by November 19, 2022, this matter will be referred to the City Council for demolition of the property.

If you should have any questions, please contact the undersigned at 734-324-4555 or via email at  $\underline{kroberts@wyandottemi.gov}$ 

Very truly yours,

Kelly Roberts Office Supervisor

Enclosures: Show Cause Hearing Minutes dated October 19, 2022

Property Maintenance letter dated August 19, 2022

ENGINEERING DEPARTMENT		
	REQUEST FOR TICKET	
DATE	APMIL 25, 2022	
DATE OF BIRTH		
DL NO.		
PROPERTY OWNER	DENNIS BARAGOWSK.	J
ADDRESS	217 Superion BUD, WYA.	NDOTTE, MI
ADDRESS REGARDING	213-215-217 SUPERIOR BLVD	, WYONDOTTE, OTI
ТҮРЕ	CIVIL X MISD	
ORDINANCE NO.	Property Maintenance	X Section 191.065
	Certificate of Approval	Section 171.004
	Certificate of Compliance	Section 181.001
	Certificate of Conformity	Section 170.096
	Permits and Fees Required	Section 179.003
REMARKS  CODE OF CADINA	FAILURE TO REGISTER ABANIDOR	UED DWELLING PER
REQUESTOR	Enecory J. Maynew, City	ENGINEER
PLEASE ATTACH THE FO	LOWING TO THIS REQUEST:	
Owner and/or person res	sponsible is identified	X
Proof of & copies of prev	ious communications sent to address	X
Proof of and copies of pr	evious vioation at address	X
Pictures and/or write-up	of issues	乂
Record of any correction	s performed	
Review by Legal		

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER



MAYOR Robert A. DeSana

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

GREGORY J. MAYHEW, P.E. CITY ENGINEER

March 17, 2022

**ONLY NOTICE** 

**CERTIFIED MAIL** REGULAR MAIL

Mr. Dennis Baragowski 217 Superior Blvd. Wyandotte, Michigan 48192

RE: 213-215-217 Superior Blvd Wyandotte, Michigan

Dear Mr. Baragowski:

A site inspection was performed March 16, 2022, revealed that there are violations of the City of Wyandotte Property Maintenance Code on the exterior of the structure. A check of the records at the Wyandotte Department of Municipal Services shows little electric use and no water use since September 14, 2021. The structure appears to have been vacant for over six (6) months.

Due to the lack of maintenance of the property at 213-215-217 Superior Blvd. as noted by the attached letter, and the lack of occupancy, the undersigned deems the structures to be unsafe and dangerous.

Please be advised of the following from the City of Wyandotte Property Maintenance Code:

#### Section PM-202.0 General Definitions:

Dangerous Buildings: A building or structure that has 1 or more of the following defects or is in 1 or more of the following conditions:

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:

- (i) A building or structure as to which the owner or agent does both of the following:
  - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building oar structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
  - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
- (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or mor3e each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

You are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section <u>PM-202.0</u> referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances § 171.004 and § 181.020. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

Failure to correct the cited violations, maintain and occupy the structure by April 18, 2022, will result in this Department proceeding with Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.

Further, in accordance with "Abandoned Residential Structure", of Chapter 170 "Building Regulations" of the City of Wyandotte's Code of Ordinances, this dwelling is deemed to be an abandoned residential structure. You must register the property in accordance with § 170.112 and § 170.113 Registration of the Ordinance. If you fail to do so by April 18, 2022, you will be subjected to the violations and penalties as set forth in § 170.999 Penalty of the Ordinance. Forms can be obtained at Wyandotte City Hall in the Engineering and Building Department.

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

Very truly yours,

Lugory Mayhew
Gregory J. Mayhew

City Engineer

ATTACHMENT: Property Maintenance Letter Dated March 17, 2022

CC: Mr. Dennis Baragowski, 215 Superior Blvd., Wyandotte, MI 48192

Mr. Dennis Baragowski,

Taylor, MI 48108

	ENGINEERING DEPARTM	ENT
	REQUEST FOR TICKET	Γ
DATE	100 11 75 7000	
DATE	APRIC 25, 2022	
DATE OF BIRTH	·	
DL NO.		
PROPERTY OWNER	DENINIS BARAGO	WSK1
ADDRESS	217 SUPERIOR BLV	O, WYDNOOME, MI
ADDRESS REGARDING	213-215-217 Supen	IOR BLUD, WYANDUTTE, MI
ТҮРЕ	CIVIL X MISD	
ORDINANCE NO.	Property Maintenance	\times \text{170.065} \text{Section } \frac{101.065}{1000000000000000000000000000000000000
	Certificate of Approval	Section 171.004
	Certificate of Compliance	Section 181.001
	Certificate of Conformity	Section 170.096
	Permits and Fees Required	Section 179.003
REMARKS	FRILURE TO CORREC,	TPROPERTY
MAINTENANCE	VIOLATION/S	
REQUESTOR	GREGORY J. MAYNEM	1. Viry ENGINEER
PLEASE ATTACH THE FO	DLLOWING TO THIS REQUEST:	,
Owner and/or person re	esponsible is identified	
Proof of & copies of prev	vious communications sent to addre	ss
Proof of and copies of p	revious vioation at address	X
Pictures and/or write-up	o of issues	×
	ns performed No consections  Penformed As	i OF
Review by Legal	APRIL 25, 202	

Theodore H. Galeski CITY ASSESSOR

Lawrence S. Stec CITY CLERK

Todd M. Browning CITY TREASURER

March 17, 2022



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

2<sup>nd</sup> NOTICE **FIRST CLASS MAIL** 

Mr. Dennis Baragowski 217 Superior Blvd. Wyandotte, MI 48192

RE: Property Maintenance Complaint 215-217 SUPERIOR

Wyandotte, Michigan

Dear Mr. Baragowski:

This is a follow up to the letters sent regarding the property maintenance issues at the referenced property. A field inspection performed on, March 16, 2022, revealed the following violations remain:

<u>GUTTERS</u> / CONDUCTORS <u>REQUIRE REPAIR/REPLACE</u> /PAINT/DOWNSPOUTS DISCONNECTED PM304.2/508.1/MDEQNPDES

INSPECTOR COMMENTS: WEST SIDE AT HOLE IN ROOF - REPAIR AND REALIGN GUTTER. ON EAST SIDE OF FRONT DORMER - DETERIORATED GUTTER REQUIRES REPLACEMENT.

ROOF REQUIRES REPAIR PM304.7 PERMIT REQUIRED

INSPECTOR COMMENTS: GENERALLY, SHINGLES DETERIORATED AND FALLING OFF. HOLE IN ROOF ON WEST SIDE NEAR DORMER EXPOSING INTERIOR TO WEATHER AND RODENTS. REPAIR ROOF DECK AS NEEDED AND REPLACE SHINGLES.

## FASCIA / SOFFIT / OVERHANG REQUIRES REPAIR PM304.2/304.8/304.9

INSPECTOR COMMENTS: GENERALLY, FACIA IN NEED OF REPAIR AND PAINT. PARTICULARLY ON WEST SIDE AT HOLE IN ROOF FACIA, DETERIORATED AND SAGGING, OPENING STRUCTURE TO WEATHER AND RODENTS.

SIDING REQUIRES REPAIR PM304.2/304.6

INSPECTOR COMMENTS: PAINT/SURFACE COATING ON WEST AND NORTH DORMERS SIDING AND TRIM IS DETERIORATED. REQUIRES PAINTING/PROPER SURFACE COATING.

WINDOWS REQUIRE REPAIR PM304.14/304.15 EVERY WINDOW AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT

INSPECTOR COMMENTS: THE PAINT/SURFACE COATING ON THE WINDOWS ON NORTH AND WEST DORMER IS DETERIORATED. REQUIRES PAINT/PROPER SURFACE COATING.

TREE REQUIRES TRIMMING/REMOVAL DEAD TREE/DEAD LIMBS/STRUCTURAL **NUISANCE CR10/16/06** 

INSPECTOR COMMENTS: TREE ON EAST SIDE OF REAR YARD HAS BROKEN, HANGING BRANCH PRESENTING A SAFETY HAZARD. REMOVE BROKEN, HANGING BRANCH. DEAD BRANCHES LAYING IN YARD REQUIRE REMOVAL AND DISPOSAL.

Failure to correct the cited property maintenance violations by April 18, 2022, will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4553 or email at gmayhew@wyandottemi.gov.

Very truly yours,

Streamy Mayken—
Gregory J. Mayhew
City Engine

City Engineer

cc: Mr. Dennis Baragowski,

**Taylor**, MI 48108

Mr. Dennis Baragowski, 215 Superior Blvd., Wyandotte, MI 48192

## **Kelly Roberts**

From:

Laura Shelton

Sent:

Thursday, August 18, 2022 8:52 AM

To: Subject: **Kelly Roberts** Re: Tickets

## Unpaid and defaulted. He owes \$690 between the two infractions.

From: Kelly Roberts < kroberts@wyandottemi.gov>

Sent: Thursday, August 18, 2022 8:28 AM

To: Laura Shelton < Ishelton@wyandottemi.gov>

Subject: Tickets

Hello Laura:

Could you check on the following ticket issued to Dennis Bargowski:

Ticket No. 301870

Thank you



Kelly Roberts / Neighborhood Services and Development Coordinator

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

Tel: 734-324-4555

www.wyandotte.net

## **Greg Mayhew**

From: Greg Mayhew

Sent: Wednesday, January 4, 2023 10:21 AM

To:

**Cc:** Wyandotte Mayor's Office; Robert Alderman; Chris Calvin; Kaylyn Crayne; Todd Hanna;

Rosemary Shuryan; Kelly Stec; Jesus Plasencia; Kelly Roberts; giuseppe disanto

**Subject:** RE: From: Dennis Bargowski, 213 – 215 – 217 Superior Blvd., Wyandotte Michigan 48192

- To Wyandotte Mayor & City Council and Engineering Department

Mr. Bargowski,

I have also provided this information to you via the 1HUBZ.COM – OneHUBZ.COM website thru the Contact "GET IN TOUCH" page.

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

From: Greg Mayhew

Sent: Wednesday, January 4, 2023 9:59 AM

To:

Cc: Wyandotte Mayor's Office <mayor@wyandottemi.gov>; Robert Alderman <ralderman@wyandottemi.gov>; Chris Calvin <ccalvin@wyandottemi.gov>; Kaylyn Crayne <kcrayne@wyandottemi.gov>; Todd Hanna <thanna@wyandottemi.gov>; Rosemary Shuryan <rshuryan@wyandottemi.gov>; Kelly Stec <kstec@wyandottemi.gov>; Jesus Plasencia <jplasencia@wyandottemi.gov>; Kelly Roberts <kroberts@wyandottemi.gov>; giuseppe disanto <jdisanto@sbcglobal.net>

**Subject:** RE: From: Dennis Bargowski, 213 – 215 – 217 Superior Blvd., Wyandotte Michigan 48192 - To Wyandotte Mayor & City Council and Engineering Department

Mr. Bargowski,

The Wyandotte City Council will be holding a Show Cause Hearing (SCH) regarding the referenced property on Monday, January 9, 2023, beginning at 7:00 pm in the Council Chambers on the 3<sup>rd</sup> Floor of Wyandotte City Hall, 3200 Biddle Avenue.

Your letter and attachments in response to this SCH will be made part of the hearing.

I urge you to attend this SCH, either in person or via "Zoom". Attached is the Virtual Meeting Notice from the last Council meeting describing how to attend the meeting by phone or over the internet.

Gregory J. Mayhew, P.E. City Engineer Department of Engineering and Building 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan 48192

### gmayhew@wyandottemi.gov

From: Usa Schools <

Sent: Friday, December 30, 2022 4:00 PM

**To:** Wyandotte Mayor's Office <<u>mayor@wyandottemi.gov</u>>; Kelly Stec <<u>kstec@wyandottemi.gov</u>>; Todd Hanna

<thanna@wyandottemi.gov>; Rosemary Shuryan <rshuryan@wyandottemi.gov>; Chris Calvin

<ccalvin@wyandottemi.gov>; Robert Alderman <ralderman@wyandottemi.gov>; Kaylyn Crayne

<a href="mailto:kcrayne@wyandottemi.gov">kcrayne@wyandottemi.gov</a>; Greg Mayhew <a href="mailto:kcrayne@wyandottemi.gov">kcrayne@wyandottemi.gov</a>; Jesus Plasencia

<jplasencia@wyandottemi.gov>; Kelly Roberts <kroberts@wyandottemi.gov>; Larry Domski

<<u>Idomski@wyandottemi.gov</u>>; Joseph Mayhew <<u>imayhew@wyandottemi.gov</u>>; James Karp <<u>ikarp@wyandottemi.gov</u>>;

Engineering < engineering 1@wyandottemi.gov >

**Subject:** From: Dennis Bargowski, 213 – 215 – 217 Superior Blvd., Wyandotte Michigan 48192 - To Wyandotte Mayor & City Council and Engineering Department

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

2 Page Letter for Wyandotte City Council Board Meeting

From: Dennis Bargowski, 213 – 215 – 217 Superior Blvd., Wyandotte Michigan 48192

This 2 page letter for Wyandotte City Council Board Meeting

Attachment – What was sent to my mother with Severe Dementia

Attachment – Picture of the 2 homes on the property

Attachment - Additional page for thoughts & comments

Hi – My name is Dennis Bargowski and I am sorry I have not been at home and just found out about the attached letter and attached are photos of the two separate housing units on the property. This place is 100 years old this year (1922-2022) I believe and a one of a kind in Wyandotte and a true example of a Detroit style residence of 100 years ago which is unique on a nice Boulevard street only a few doors down from the churches of Superior Boulevard very close to the river and next to downtown, and about only 1 block from the new high cost condos of Wyandotte just put up.

FOR FUTURE REFERENCE I can be reached easily at 1Hubz.com - (OneHubz.com) through the contact page since I am not currently at home, due to extreme family illnesses and it is probably be the easiest way to keep contact on this and with me since I'm not at home due to the COVID related illness amongst other major medical things going on because we are constantly at medical facilities (I personally oversee and read the emails and notes on the website)

I am asking for an extension (9 months) through the summer to get things done that are needed because it may be outside stuff (it is winter time now and anything outside will be very hard now), though I am not certain what they are at this point. I hope you will approve this and please have your decision sent back to me by email since technically I am out of town and it is easiest way to contact me through 1Hubz.com or OneHubz.com. (If it is not approved please read this 2 page letter at the next Wyandotte City Council Board Meeting for official reasons of record – Jan. 9<sup>th</sup>, 2023) I look at the emails 1Hubz.com – OneHubz,com so the form could even be filled out. If it is not approved I would also like to know the reasons why in writing and sent back through email the same way and perhaps then I might think something more is up, and would have to contact the Michigan State's Attorney General to look into the things a bit more.

No matter what I would like reasons in writing sent back to me by email. Since technically I am out of town, and it is easiest to contact me through 1Hubz.com or OneHubz.com.

My name is Dennis Bargowski (A Senior citizen) and Sole Owner and Sole Occupier of:

**Wyandotte Addresses** 

Taxes all Paid up

213 Superior Blvd. - Wyandotte Mi 48192 All Bills Paid up

215 Superior Blvd. - Wyandotte Mi 48192 Passed all required inspections 2020

217 Superior Blvd. - Wyandotte Mi 48192 & current through 2025 I thought

I presently pay the bills and occupy all the addresses when I get back in town. The place is closed up presently, and no one lives on the premises at all due to COVID, and due to an extreme severe family illnesses in my life at the present time, where I had a choice to have someone die deserted and scared, or leave the premises for a while, as well as other places I own in other places to help my parents out. I chose to not let them die alone and scared and anyone with a good proper sole would probably do the same.

Please know these Wyandotte places just passed inspection in 2020 and it is only 2022 and it is supposed to be good through 2025 for inspections so what is going on is beyond me, unless someone is trying to perhaps steal the place for the land, and location, since its location is a gem near the new high cost condos just put up. People know I am not in town and I think perhaps they thought I may not find out.

My mother also has extreme severe major dementia, and received this letter and this is how I found out about this. She has nothing to do with the property at all and her name is on nothing, so I am not certain why she was contacted. I just found it on a shelf under a few things under a few things. She normally can't even figure out how to open a door or find the door at this point without help or find the bathroom so how she got this beyond me, unless I was in a bathroom at the time for a moment and the front door was open to a screen door type. I also have a father that is not far behind her on that same dementia spectrum and they are up there very high in age and both have cancers and the lasting effects of the COVID.

I am sorry I have not been around, and always tried to be a good citizen of Wyandotte for over 20+ years, and even got awards for the outside flowers and appearance of the place.

I do not know what is really going on but here are some facts I do know:

No-one at all is at the place, because I asked them to look for other places due to my parents' illnesses about 1 ½ years ago, but the place only ever had a few people live there over 20 years because the places were nice, and I was very good to them, and for the neighborhood

Due to medical condition and I could not be around so I locked the place up with no-one there, not hurting anyone, until I could be back or things got better in some way.

- I am asking for a 9 month extension for any needed repairs
- Residence just passed the required inspection in 2020 and it is only 2022
- Taxes always paid
- Bills with city always paid
- Grass always cut
- Walks always shoveled
- Gone for last 1 1/2 years due to extreme illnesses
- Not certain what this is even about unless it burned down
- One of a kind 100 years old residence
- Won landscaping awards

QUESTION: Are my neighbors also getting things like this? If not, why not, I have many neighbors that have so many things that are major code violations that can be seen from the street easily where people could get really hurt of even die very easily and they have been that way for years and years. One example (225 Superior Blvd.- Wyan.) is a person who worked for the city that has a second story porch on the front of their house with a 2nd story porch with a full door with no railings at all on the porch. Another one that has railings where any size person could fall through (219 Superior Blvd. Wyan). Another home that has no rat walls on the foundation at the back of the property foundation and a rat problem under it that seems like forever, etc. (2722 2<sup>nd</sup> Street, Wyan.) and the list can go on for almost the entire street. My question is am I a target?

Respectfully,			
Dennis Bargowski	Signature		
213-215-217 Superior Boulevar	d, Wyandotte Mich. 48192	Best Contact – 1Hubz.com – OneHubz.co	m

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

MEETING DATE: 1/9/2023 AGENDA ITEM # 11

**ITEM:** Acquisition of 353 Maple

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

**INDIVIDUALS IN ATTENDANCE: N/A** 

**BACKGROUND:** This property is a non-conforming three (3) family dwelling. The property became available for the City to purchase for \$120,000.00

Lot Size: 40' x 140'

2022 SEV \$83,400 Market Value \$166,800

Demolition Cost: \$15,000

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

<u>ACTION REQUESTED:</u> Approve the acquisition of the property at 353 Maple in the amount of \$120,000, authorize the Mayor and Clerk to execute the Purchase Agreement and all closing documents, and authorize the City Engineer to demolish the property.

<u>BUDGET IMPLICATIONS & ACCOUNT NUMBER:</u> TIFA Land Acquisition 492-200-850-519

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

## **LIST OF ATTACHMENTS:**

1. 353 Maple Purchase Agreement and Map

## **RESOLUTION**

Item Number: #11 Date: January 9, 2023

RESOLUTION by Counc	lperson		
	3 Maple in the amount of \$120,000.0	with the recommendation of the City Eng 0 to be appropriated from TIFA Area Fun	
		iam R. Look, is hereby directed to prepare Clerk be authorized to execute the Purcha	
	Commission inspection of the home a	red to demolish the structure upon comple as it pertains to the preservation of historic	
I move the adoption of the	foregoing resolution.		
MOTION by Councilpers	on		
SUPPORTED by Council	person		
<b>YEAS</b>	COUNCIL	<u>NAYS</u>	
	Alderman		
	Calvin		
	Crayne		
	Hanna		
	Shuryan		
	Stec		

# PURCHASE AGREEMENT

1.	PROPERTY. Buyer agrees to buy from Seller the property located at: 353 Maple Street
	Wyandotte , Wayne County, Michigan 48192
	(City, Township, Village) (Zip Code)
	Legally described as East 40 feet of Lot 2 part of Wyandotte in the Township of Ecorse, Block 105, as recorded in Liber 1, Page 56, Wayne County Records. TAX ID #: 57-015-29-0002-002
	Together with all buildings, gas, oil, and mineral rights owned by Seller, plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any other mechanical controls; shades, shutter, window blinds and curtain/drapery rods; attached floor covering; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and
	The property is purchased subject to easements, restrictions and zoning ordinances of record.
2.	SALES PRICE. The sale price is: One hundred twenty thousand + 00/100 dollars (\$120,000.00)
3.	<b>DEPOSIT.</b> Buyer deposits \$ 0.00 showing good faith. Deposit to be held by (Seller/Attorney/Minnesota Title). Deposit will be applied to sales price. If the conditions in this contract cannot be met, the deposit will be refunded to Buyer in full, subject to the default provision (refer to Paragraph 16).
4.	METHOD OF PAYMENT (Check One)
	X CASH. Buyer will pay the sales price by certified check upon Seller's delivery of a Warranty Deed conveying marketable title.
	NEW MORTGAGE. This contract is contingent on Buyer's ability to obtain a
	mortgage loan in the amount of \$ dollars. Buyer will apply for the loan within days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan approval within days, Seller may cancel this contract and deposit will be refunded to Buyer in full. The sale will be completed upon Seller's delivery of a Warranty Deed conveying marketable title.
	LAND CONTRACT. Buyer will pay \$ dollars down payment upon Buyer and Seller signing a Land Contract calling for the payment of the remaining Sales Price. Buyer will pay monthly installments of \$ dollars or more, including annual interest of percent and which DO/DO NOT include prepaid taxes and insurance. Land Contract term for years.
	MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT. If the holder of the Mortgage or Land Contract agrees, Buyer will assume and pay the existing Mortgage or Land Contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$
5.	CLOSING DATE. Buyer and Seller will close the sale within 10 days after all necessary documents are ready, but in no event later than 2/26/2023.
6.	OCCUPANCY. Seller will give occupancy upon closing. Seller will pay Buyer \$ NA dollars per day, from the day following the closing to the day Seller vacates and surrenders the keys to Buyer. At closing, Minnesota Title Agency will retain from the amount due Seller \$ NA dollars to hold in escrow for the occupancy charge. Upon Seller vacating property and surrendering keys to Buyer, Minnesota Title Agency will pay Buyer the amount due and return to Seller any unused portion. Seller is liable for any damage to property after closing and before vacating.
	GENERAL CONDITIONS of sale printed on the second and third pages are incorporated and made a part of this agreement.

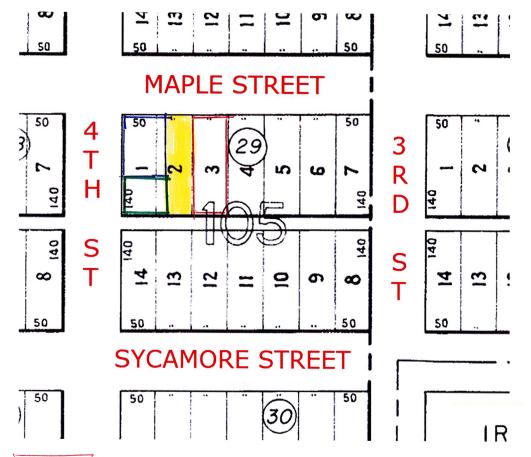
BUYER(S) SIGNATURE(S)	Date:
CITY OF WYANDOTTE	
Signature:	_ Signature:
	Print Name: Lawrence Stec, City Clerk
Address:	Address:
Contact Phone Number:	Contact Phone Number:
SELLER(S) SIGNATURE(S)	Date:
Signature: <u>Cumuly Jane Welling ha</u>	
Print Name: Emmily Jane Willingham	_
Address:	_
Contact Phone Number:	-
BUYER'S RECEIPT AND ACCEPTANCE OF CHANG contract. If the acceptance was subject to changes, Buyer agitems.	GES. Buyer has received Seller's acceptance of this grees to accept the changes as written and all unchanged
Signature:	Date:
Signature:	Date

## GENERAL CONDITIONS

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

- 7. TITLE INSURANCE. Seller will provide and pay for an owner's policy of title insurance without standard exceptions from Minnesota Title Agency insuring Buyer's marketable title in the amount of the sales price. Buyer will pay for land survey if needed. Seller will apply for a commitment for title insurance within 5 days of the date of this contract. Upon receipt of the commitment, Buyer will have 30 days to provide Seller with written notice of any title objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this contract will be terminated, and any deposit refunded to Buyer.
- 8. CLOSING COSTS. Unless agreed otherwise, Buyer will pay all State transfer taxes and costs required to convey marketable title. Unless agreed otherwise, Buyer will pay the cost of recording the deed and/or security interests and all mortgage closing costs.
- 9. TAXES/FEES. Seller will pay in full all taxes which are due and payable through 2021. Buyer will pay the 2022 Summer and Winter Taxes. There is no proration.
- 10. SPECIAL ASSESSMENTS. Seller will pay in full all public authority charges (including, but not limited to, special assessments, paving charges, water or sewer contracts, weed cutting and lighting charges) which are a lien as of the date of this contract. Condominium association assessments will be paid in a like manner.

11.	WATER/SEWER ESCROW. Seller will pay in full all water and/or sewer usage change through the day of possession. At closing, Seller will give Minnesota Title Agency a minimum of \$200.00 for water/sewer escrow. Seller will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller.
12.	SELLER'S DISCLOSURE (Check One)
	Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
	Seller will provide a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.
13.	PROPERTY INSPECTION (Check One)
	This offer is contingent upon a satisfactory inspect of the property, at Buyer's expense, no later than five (5) business days after the date of this contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within two (2) days of the inspection, this contract will terminate, and any deposit refunded to Buyer.
	Buyer does not desire to obtain an inspection of the property.
14.	CONDITION OF PROPERTY. Buyer has personally inspected the property and accepts it in its AS IS present condition (subject to Buyer's right to have a property inspection, if any). Seller will obtain certification of occupancy from municipality, if necessary, and comply with required corrections. Seller agrees to maintain the property in its present condition until possession. Seller agrees to leave property broom clean upon vacating.
15.	WALK THROUGH. Buyer reserves the right to walk through the property within 24 hours prior to closing.
16.	<b>DEFAULT.</b> If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies
17.	<b>HEIRS AND SUCCESSORS.</b> This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
18.	OFFER/COUNTEROFFER. It is understood that this offer is irrevocable for five (5) days from its date, and if not accepted by the Seller within that time, the deposit shall be returned to the Buyer. If this offer is countered, Buyer must initial the changes, sign it and deliver it to Seller by (a.m.) (p.m.) of or the offer will be null and void and the deposit returned to Buyer.
19.	ENTIRE AGREEMENT. This contract constitutes the entire agreement between Buyer and Seller. This Contract
	supersedes all prior understanding and agreements, written or oral.
20.	ADDITIONAL CONDITIONS (if any)
	This agreement is contingent upon City Council approval.
	Buyer and Seller have read the GENERAL CONDITIONS.
	Buyer initials
	Seller initials Eq. ( )



349 MAPLE LOT 3 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 105 Lot Size: 50' x 140'

353 MAPLE - E 40 FT OF LOT 2 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 105 Lot Size: 40' x 140'

363 MAPLE N 70 FT OF LOT 1 AND N 70 FT OF W 10 FT OF LOT 2 PART OF WYANDOTTE IN THE TWP OF ECORSE, BLOCK 105 Lot Size: 60' x 70'

Former 3123 4<sup>th</sup> Street - § 70 FT OF LOT 1 AND S 70 FT OF W 10 FT OF LOT 2 PART OF WYANDOTTE IN OWNER CITY OF WYANDOTTE

Lot Size: 70' x 60'

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12931							
	0 P/R Deductions-Deferred Comp	EMPOWER RETIREMENT LLC	EMPOWER RETIREMENT LLC	P/R ENDING 12/18/22	12/21/22	1,988.50	12931
	0 P/R Deductions-Deferred Comp	EMPOWER RETIREMENT LLC	EMPOWER RETIREMENT LLC	P/R ENDING 12/18/22	12/21/22	445.00	12931
	,		Total For Check 12931		· · · <del>-</del>	2,433.50	
						,	
Check 12932							
	0 Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/18/22	12/21/22	9,308.04	12932
	0 Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/18/22	12/21/22	18,636.50	12932
	0 Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/18/22	12/21/22	187.06	12932
499-000-228-01	0 Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 12/18/22	12/21/22	43.74	12932
			Total For Check 12932			28,175.34	
Check 12933							
	1 Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 12/18/22	12/21/22	11,998.12	12933
	1 Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 12/18/22	12/21/22	35.54	12933
			Total For Check 12933		_	12,033.66	
Check 12934	4. Due to Fortest W/U Tou	LLC TAY ACCOUNT	LIC TAY ACCOUNT	D/D ENDING 43/40/33	12/21/22	20.040.26	12024
	4 Due to Federal-W/H Tax 4 Due to Federal-W/H Tax	U.S. TAX ACCOUNT U.S. TAX ACCOUNT	US TAX ACCOUNT US TAX ACCOUNT	P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/22 12/21/22	29,948.36 41.69	12934 12934
433-000-220-02	4 Due to rederal-vv/11 Tax	U.S. TAX ACCOUNT	Total For Check 12934	7/11 LINDING 12/10/22	=	29,990.05	12334
			Total For Check 12554			25,550.05	
Check 12935							
677-136-825-34	0 Employee Physical Exams	ADAMS OHM	BACKGROUND CHECKS (CHACON, PROVENZANO, RILEY)	4108	12/28/22	63.00	12935
	0 Employee Physical Exams	ADAMS OHM	BACKGROUND CHECKS (CHACON, PROVENZANO, RILEY)	4108	12/28/22	79.00	12935
677-750-825-34	0 Employee Physical Exams	ADAMS OHM	BACKGROUND CHECKS (CHACON, PROVENZANO, RILEY)	4108	12/28/22	63.00	12935
			Total For Check 12935			205.00	
Check 12936							
	0 Building Services	ADVANTAGE PEST CONTROL	NOVEMBER 2022 POLICE	NOVEMBER POLICE	12/28/22	175.00	12936
	0 Building Services	ADVANTAGE PEST CONTROL	OCTOBER 2022 POLICE	POLICE OCTOBER	12/28/22	175.00	12936
101-448-825-42	0 Building Services	ADVANTAGE PEST CONTROL	DECEMBER 2022 POLICE	DECEMBER POLICE	12/28/22	175.00	12936
590-200-926-31	0	ADVANTAGE PEST CONTROL	NOVEMBER 2022 TOTAL CITY RAT SERVICE	NOVEMBER CITY	12/28/22	3,350.00	12936
			Total For Check 12936			3,875.00	
Check 12937	0 Building Maintenance	AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	1,173.34	12937
202-440-825-46	=	AL'S ASPHALT PAVING COINC	FILE NO. 4800 - 2022 HIMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	88,298.70	12937
203-440-825-46	9	AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	75,466.57	12937
249-450-825-46	9	AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	9,709.58	12937
249-450-825-46		AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	3,292.57	12937
281-000-257-05	0 Program Income-Reserve	AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	6,457.05	12937
492-200-825-46	0 Resurfacing	AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	165,492.75	12937
492-200-825-46	0 Resurfacing	AL'S ASPHALT PAVING CO INC	FILE NO. 4800 - 2022 HMA RESURFACING PROJECT	ENG EST. NO. 17	12/28/22	229.15	12937
			Total For Check 12937			350,119.71	
Check 12938							
	0 Operating Expenses	ALLIED EAGLE	DCAC - SPARTAN DISPENSER	1248397	12/28/22	577.44	12938
101 303 023-22	o operating Expenses	ALLED ENGLE	Total For Check 12938	1240357	=======================================	577.44	12330
						3	
Check 12939							
499-200-926-79	0 Miscellaneous	ASCAP	ASCAP 2023	10006018957	12/28/22	420.00	12939
			Total For Check 12939			420.00	

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023 JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12940							
	22 Medical/Rescue Supplies	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	84789708	12/28/22	423.09	12940
	2 Medical/Rescue Supplies	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	84791404	12/28/22	86.94	12940
			Total For Check 12940		_	510.03	
Check 12941							
101-448-750-27	'0 Building Maintenance	CHAPP & BUSHEY OIL CO.	REPAIR TO FUEL AT DPS	2210286	12/28/22	261.25	12941
			Total For Check 12941			261.25	
Check 12942							
	9 MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	12132022	12/28/22	125.00	12942
	9 MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	12122022 12092022	12/28/22	500.00	12942 12942
	9 MIDC Attorneys 9 MIDC Attorneys	CHRISTOPHER R SHEMKE CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY	12082022	12/28/22 12/28/22	350.00 500.00	12942
	9 MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	12152022	12/28/22	450.00	12942
200 130 023 22	3 Wilde Actorneys	CHRISTOTTER NOTETINE	Total For Check 12942	12132022	=	1,925.00	12542
Check 12943							
285-225-925-82	0 City Calendar	COMMUNITY PUBLISHING	2023 WELCOME TO WYANDOTTE TODAY SE OFFICE PAYMENT	12142022	12/28/22	3,000.00	12943
			Total For Check 12943			3,000.00	
Check 12944							
285-225-925-82	O City Calendar	CONRAD ALEXANDER LUSTIG	MAGAZINE COVER ARTWORK 2023	12142022	12/28/22 ==	500.00	12944
			Total For Check 12944			500.00	
Check 12945 101-448-750-26	i1 Garage-Gasoline & Oil	CORRIGAN OIL CO	GAS STOCK DPS 1.9070 PER GALLON TOTAL GALLONS 5,600.00	7692444-IN	12/28/22	10,761.56	12945
101 110 730 10	2 datage dasonile d on	0011111071111011200	Total For Check 12945	7032	=======================================	10,761.56	123.5
Check 12946							
260-136-825-22	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12132022	12/28/22	650.00	12946
260-136-825-22	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12122022	12/28/22	250.00	12946
	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	11302022	12/28/22	500.00	12946
	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12192022	12/28/22	550.00	12946
	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12182022	12/28/22	325.00	12946
	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	12162022	12/28/22	350.00	12946
260-136-825-22	9 MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY Total For Check 12946	12202022	12/28/22 =	3,025.00	12946
Check 12947							
	60 Garage-Operating Expenses	DEALER AUTO PARTS SALES INC	STOCK WIPER BLADES DPS	854830	12/28/22	207.80	12947
	The state of the s		Total For Check 12947		, ., <u> </u>	207.80	
Check 12948							
	20 P/R Deductions-Hospital (Employer)	DELTA DENTAL	0007240006 JANUARY 2023	RIS0004601347 01/23	12/28/22	7,453.17	12948
499-200-725-16	Medical Insurance	DELTA DENTAL	0007240006 JANUARY 2023	RIS0004601347 01/23	12/28/22	127.04	12948
			Total For Check 12948			7,580.21	
Check 12949	70 Building Maintenance	DEPENDABLE DOOR	REPAIR TO EAST SHOP ROLL UP DOOR AT DPS	12077	12/28/22	920.00	12949
101-440-730-27	o bunding infanitenative	DEFENDABLE DOOR		120//	14/40/44		12349
			Total For Check 12949			920.00	

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 12950 101-448-750-211 Safety Equipment	DUFFENS OPTICAL	ROTHERMAL SAFETY LENSES AND FRAMES 11-17-22 Total For Check 12950	371780654-3036875	12/28/22	202.37	12950
Check 12951 101-440-825-490 C of C Inspectors 101-440-825-491 Electrical Inspectors	EDWARD & BONNIE RINGLER EDWARD & BONNIE RINGLER	INSPECTIONS INSPECTIONS Total For Check 12951	12052022-12182022 12052022-12182022	12/28/22 12/28/22	650.00 185.00 835.00	12951 12951
Check 12952 101-303-825-220 Operating Expenses 101-303-825-220 Operating Expenses 265-301-925-730 Other Expenses - State	FEED RITE PET SHOP & SUPPLY FEED RITE PET SHOP & SUPPLY FEED RITE PET SHOP & SUPPLY	TIDY CAT  DCAC - MISC. SUPPLIES  K9 JAX - WELLNESS CORE  Total For Check 12952	639821 358982 639822	12/28/22 12/28/22 12/28/22	38.97 169.53 67.99 276.49	12952 12952 12952
Check 12953 590-200-926-310 Operation, Maintenance & Replacement	FTL CONSTRUCTION INC.	EE#3 2022 SANITARY SEWER MAIN RECONSTRUCTION FILE #4835 Total For Check 12953	SANITARY SEWER	12/28/22 ==	10,975.50 10,975.50	12953
Check 12954 101-840-825-490 Contractual Services	GANDOL	STRIKE, LOCKS, PLATES & INSTALLATION FOR ELEC. STORAGE CARD ACCESS Total For Check 12954	2207568	12/28/22	1,760.00 1,760.00	12954
Check 12955 101-750-825-490 Field Maintenance & Supplies	GEE & MISSLER	NEW HEATER FOR SERVICE BUILDING Total For Check 12955	58304	12/28/22	3,480.00 3,480.00	12955
Check 12956 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC GOLDPAUGH & ASSOCIATES PC GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 12956	12132022 12142022 12202022	12/28/22 12/28/22 12/28/22	625.00 300.00 450.00 1,375.00	12956 12956 12956
Check 12957 101-448-750-270 Building Maintenance	GRAINGER	SHOP SUPPLIES DPS Total For Check 12957	9548224469	12/28/22	234.70 234.70	12957
Check 12958 101-440-825-490 C of C Inspectors	GREGORY M. GARRISON	INSPECTIONS Total For Check 12958	12052022-12182022	12/28/22	726.50 726.50	12958
Check 12959 285-225-925-825 Christmas Parade 285-225-925-849 Special Events-Misc 499-200-850-522 Christmas	GROSSE ILE LAWN SPRINKLER INC GROSSE ILE LAWN SPRINKLER INC GROSSE ILE LAWN SPRINKLER INC	TREE LIGHTING LIGHTS TREE LIGHTING LIGHTS HOLIDAY LIGHTS 3/3 PAYMENT Total For Check 12959	79450 79450 79493	12/28/22 12/28/22 12/28/22	216.00 216.00 4,182.00 4,614.00	12959 12959 12959
Check 12960 101-756-825-430 Contractual Services	J C EHRLICH	PEST CONTROL YACK Total For Check 12960	29607431	12/28/22	72.32 72.32	12960
Check 12961 101-440-725-115 Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEW	120522-121822	12/28/22	693.00	12961

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023 JOURNALIZED PAID BANK CODE: CLAIM

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
		Total For Check 12961		_	693.00	
Check 12962 101-440-825-490 C of C Inspectors	JEFF EVANS	INSPECTIONS Total For Check 12962	12052022-12182022	12/28/22	723.50 723.50	12962
Check 12963 101-440-825-490 C of C Inspectors	JEFFERY CARLEY	INSPECTIONS Total For Check 12963	12052022-12182022	12/28/22	1,185.00 1,185.00	12963
Check 12964 101-448-750-270 Building Maintenance 101-750-825-490 Field Maintenance & Supplies 101-756-825-420 Bldg & Equip Maintenance 101-756-825-420 Bldg & Equip Maintenance	JERRY'S ACE HARDWARE JERRY'S ACE HARDWARE JERRY'S ACE HARDWARE JERRY'S ACE HARDWARE	SHOP SUPPLIES DPS SPACE HEATER BATTERIES BATTERY Total For Check 12964	76945 76951 77005 77041	12/28/22 12/28/22 12/28/22 12/28/22	18.24 56.98 34.18 8.54 117.94	12964 12964 12964 12964
Check 12965 499-200-925-802 Farmers Market 499-200-925-802 Farmers Market	JULIE A BUTTERFIELD JULIE A BUTTERFIELD	WINTER MARKETS HOSTING PAYMENT NOV - DEC REIMBURSEMENT MARKETS Total For Check 12965	1006 12222022	12/28/22 12/28/22	833.34 241.00 1,074.34	12965 12965
Check 12966 101-448-750-260 Garage-Operating Expenses	KAY-KAR SUPPLY CO., LLC	STOCK HARDWARE DPS Total For Check 12966	61761	12/28/22	47.22 47.22	12966
Check 12967 101-448-750-242 Parks-Equipment	LECKLER'S INC	SUPLLIES FOR PARKS AND DDA Total For Check 12967	263297	12/28/22	748.69 748.69	12967
Check 12968 101-301-750-220 Operating Expenses	LERMA INC	LERMA ANNUAL MEMBERSHIP DUES Total For Check 12968	2023 DUES	12/28/22	60.00	12968
Check 12969 101-448-825-481 Parks-Tree Stump Removal 492-200-850-528 Tree Maintenance	LIMB WALKERS TREE & SNOW LIMB WALKERS TREE & SNOW	EE#8 2022 TREE CUTTIN, TREE TRIMMING AND STUMP REMOVAL FILE #4826 EE#8 2022 TREE CUTTIN, TREE TRIMMING AND STUMP REMOVAL FILE #4826 Total For Check 12969	TREE CUTTING TREE CUTTING	12/28/22 12/28/22	140.00 3,653.00 3,793.00	12969 12969
Check 12970 499-200-925-802 Farmers Market 499-200-925-807 EXISTING BUSINESS STIMULUS	LITTLE DOTTE LITTLE DOTTE	NOV DEC MARKETS 2022 DOWNTOWN DOLLARS LITTLE DOTTE Total For Check 12970	12222022 696207	12/28/22 12/28/22	167.86 80.00 247.86	12970 12970
Check 12971 101-440-825-490 C of C Inspectors	MARK KUSIAK	INSPECTIONS Total For Check 12971	12052022-12182022	12/28/22	750.00 750.00	12971
Check 12972 499-200-925-804 Marketing	MATHEW LEIBOWITZ	DECEMBER MARKETING AND PUBLICITY Total For Check 12972	4256	12/28/22	1,750.00 1,750.00	12972

Check 12973

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Chec	k#
101-000-257-051 Reserve-Donations Playground	MI CUSTOM SIGNS	DASHER ADS Total For Check 12973	24271	12/28/22	465.00 129 465.00	973
Check 12974 231-200-925-335 AO-Project Dev and Env Services	MICHIGAN ECONOMIC DEV CORP	BROWNFIELD REDEVELOPMENT FUND Total For Check 12974	DECEMBER 8, 2022	12/28/22	1,864.00 1,864.00	974
Check 12975 492-200-850-519 Land Purchases 492-200-850-519 Land Purchases	MINNESOTA TITLE AGENCY MINNESOTA TITLE AGENCY	DISCHARGE OF MORTGATE AT FORMER 2770 9TH DISCHARGE OF MORTGATE AT FORMER 436 CEDAR Total For Check 12975	2770 9TH 436 CEDAR	12/28/22 12/28/22	25.00 129 25.00 129 50.00	
Check 12976 101-301-750-220 Operating Expenses 101-301-750-220 Operating Expenses 101-301-750-220 Operating Expenses	MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL MISTER UNIFORM & MAT RENTAL	POLICE MAT RENTAL 11/2/22 POLICE MAT RENTAL 11/16/22 POLICE MAT RENTAL 11/30/22 Total For Check 12976	2343545 2344029 2344542	12/28/22 12/28/22 12/28/22	53.00 129 53.00 129 53.00 129 159.00	976
Check 12977 677-448-825-340 Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	12/08/22 - 12/12/22 (A. BURKE, J. STUBBE) Total For Check 12977	714617330	12/28/22	160.00 129 160.00	977
Check 12978 492-200-850-519 Land Purchases	PIZZO DEVELOPMENT GROUP LLC	CONCRETE SIDEWALK REPLACEMENT Total For Check 12978	614 6TH	12/28/22	637.50 129 637.50	978
Check 12979 101-301-925-720 Education	PUBLIC AGENCY TRAINING COUNCIL	LT. SEELEY - DETECTING DECEPTION Total For Check 12979	265271	12/28/22	350.00 129 350.00	979
Check 12980 101-440-750-210 Office Supplies	PURE DATA SERVICES, LLC	BIN 96 GAL ENGINEERING Total For Check 12980	8007	12/28/22	50.00 129 50.00	980
Check 12981 281-000-257-050 Program Income-Reserve 281-000-257-050 Program Income-Reserve	QUINT PLUMBING & HEATING INC QUINT PLUMBING & HEATING INC	REHAB PLUMBING WORK @ 215 PERRY PLACE REHAB PLUMBING WORK @ 215 PERRY PLACE Total For Check 12981	68298 68299 68298 68299	12/28/22 12/28/22	7,500.00 129 4,500.00 129 12,000.00	
Check 12982 101-000-202-000 A/P-Accrued	RAUPP BROTHERS LLC	MEMORIAL FIELD BASEBALL FIELD Total For Check 12982	1851	12/28/22	9,800.00 129 9,800.00	982
Check 12983 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys 260-136-825-229 MIDC Attorneys	RICHARD SORANNO RICHARD SORANNO RICHARD SORANNO	COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY COURT APPOINTED ATTORNEY Total For Check 12983	12152022 12132022 12142022	12/28/22 12/28/22 12/28/22	175.00 129 325.00 129 350.00 129 850.00	983
Check 12984  101-448-750-260 Garage-Operating Expenses 101-448-750-260 Garage-Operating Expenses 101-448-750-260 Garage-Operating Expenses	SHRADER TIRE & OIL SHRADER TIRE & OIL SHRADER TIRE & OIL	TIRE REPAIR CREDIT TIRE REPAIR STRINGS STOCK	22-0726840-00 22-0724282-00 22-0719533-01	12/28/22 12/28/22 12/28/22	313.00 129 (45.00) 129 15.53 129	984

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	AIR HOSE COUPLER'S STOCK Total For Check 12984	22-0724439-00	12/28/22	136.55 420.08	12984
Check 12985 101-448-825-483	Contracted Grass Cutting - Private	SKARZYNSKI'S LANDSCAPING LLC	HIGH GRASS CUTS Total For Check 12985	2053	12/28/22	400.00	12985
Check 12986 101-750-850-550	) SMART-Equipment/Maintenance	SMART	OIL FILTERS Total For Check 12986	18024	12/28/22	3.93	12986
Check 12987 677-336-825-340	Employee Physical Exams	SOLID GROUND COUNSELING	GERALD CROSS BALANCE OWED (10/24/22 & 11/23/22) Total For Check 12987	GOUAN000 20.00	12/28/22	20.00	12987
Check 12988 101-448-750-242	Parks-Equipment	SOUTHGATE BIKE & MOWER	REPAIRS TO SNOWTHROWER YARD MACHINE 22 INCH Total For Check 12988	100166	12/28/22	186.69 186.69	12988
Check 12989 525-750-750-250	Course Maintenance	SPARTAN DISTRIBUTORS INC	RECONDITIONED TORO - GOLF COURSE Total For Check 12989	22460885	12/28/22	833.78 833.78	12989
Check 12990 101-756-750-225	6 Concession Supplies	SYSCO FOOD SERVICE	CONCESSION SUPPLIES Total For Check 12990	558007580	12/28/22	989.90 989.90	12990
Check 12991 101-756-825-420	Bldg & Equip Maintenance	TEMPERATURE CONTROL	FIXED FAN MOTOR AT YACK ARENA Total For Check 12991	66398	12/28/22	1,007.00 1,007.00	12991
Check 12992 499-200-925-804	Marketing	TEN TWENTYSEVEN	NEW WEBSITE Total For Check 12992	7C346FE4-0001	12/28/22	599.00 599.00	12992
101-440-825-492	C of C Inspectors Plumbing Inspectors Mechanical Inspectors	TIMOTHY THOMPSON TIMOTHY THOMPSON TIMOTHY THOMPSON	INSPECTIONS INSPECTIONS INSPECTIONS Total For Check 12993	12052022-12182022 12052022-12182022 12052022-12182022	12/28/22 12/28/22 12/28/22	120.00 240.00 395.00 755.00	12993 12993 12993
Check 12994 285-225-925-880	) Heritage Days	TOM FARYNIARZ	FESTIVE FRIDAYS COOKIES Total For Check 12994	120822	12/28/22	20.00	12994
101-215-825-370	O Copier O Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022 COPY MACHINE CONTRACT - DECEMBER 2022 PAPERCUT FOR COPY MACHINES - DECEMBER 2022 COPY MACHINE CONTRACT - DECEMBER 2022 PAPERCUT FOR COPY MACHINES - DECEMBER 2022 COPY MACHINE CONTRACT - DECEMBER 2022 PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816 489170324 489059816 489170324 489059816 489170324 489059816	12/28/22 12/28/22 12/28/22 12/28/22 12/28/22 12/28/22 12/28/22	30.38 180.29 30.38 288.80 30.38 288.80 30.38	12995 12995 12995 12995 12995 12995 12995

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816	12/28/22	30.38	12995
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324	12/28/22	180.29	12995
101-301-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324	12/28/22	180.29	12995
101-302-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816	12/28/22	30.38	12995
101-302-825-390 Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324	12/28/22	180.29	12995
101-336-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816	12/28/22	30.38	12995
101-336-825-390 Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324	12/28/22	180.29	12995
101-440-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816	12/28/22	30.41	12995
101-440-825-390 Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324	12/28/22	144.40	12995
101-448-825-390 Copier	TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816	12/28/22	30.38	12995
101-448-825-390 Copier	TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324	12/28/22	180.29	12995
101-750-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES	PAPERCUT FOR COPY MACHINES - DECEMBER 2022	489059816	12/28/22	30.38	12995
101-750-825-390 Copier Agreement	TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES	COPY MACHINE CONTRACT - DECEMBER 2022	489170324		180.29	12995
101-750-825-590 Copier Agreement	TOSHIBA FINANCIAL SERVICES		469170324	12/28/22		12995
		Total For Check 12995			2,287.86	
Check 12996	TOTAL UFALTU FOODS	DOMANTOWAL DOLLARS TOTAL LIFALTH FOODS	505200	12/20/22	100.00	12000
499-200-925-807 EXISTING BUSINESS STIMULUS	TOTAL HEALTH FOODS	DOWNTOWN DOLLARS TOTAL HEALTH FOODS	696209	12/28/22	100.00	12996
		Total For Check 12996			100.00	
Check 12997						
101-756-825-420 Bldg & Equip Maintenance	TRI-DIM FILTER CORP	ARENA FILTERS	2723969-1	12/28/22	244.18	12997
		Total For Check 12997			244.18	
Check 12998						
101-448-750-270 Building Maintenance	ULINE	SALT STORAGE BINS FOR POLICE STATION	157417251	12/28/22	566.13	12998
		Total For Check 12998			566.13	
Check 12999						
101-301-750-224 LEIN Services	VERIZON WIRELESS	ACCT. NO. 442005820-00001 LEIN SERVICES NOV 11 - DEC 10, 2022	9922604513	12/28/22	1,410.28	12999
101-303-825-220 Operating Expenses	VERIZON WIRELESS	ACCT. NO. 342173610-00001 CELL PHONES NOV 5 - DEC 4, 2022	9922127007	12/28/22	40.98	12999
101-336-750-221 Cellular Phones & Pagers	VERIZON WIRELESS	INVOICE #9922183494 NOV 5-DEC 4, 2022	942095991-00001	12/28/22	144.10	12999
101-440-750-221 Cellular Phones & Pagers	VERIZON WIRELESS	NOV 5 - DEC 4	9922128728	12/28/22	131.20	12999
101-440-750-221 Cellular Phones & Pagers	VERIZON WIRELESS	NOV 11 - DEC 10 MAYHEW	9922631056	12/28/22	50.22	12999
101-440-750-221 Cellular Phones & Pagers	VERIZON WIRELESS	ACCT. NO. 342173610-00001 CELL PHONES NOV 5 - DEC 4, 2022	9922127007	12/28/22	68.97	12999
101-448-750-222 Cellular Phones & Pagers	VERIZON WIRELESS	NOV 5 - DEC 4	9922128728	12/28/22	56.99	12999
101-448-750-222 Cellular Phones & Pagers	VERIZON WIRELESS	ROTHERMAL/MARTIN CELL 11/5-12/4/22	9922138391	12/28/22	91.96	12999
<del>_</del>	VERIZON WIRELESS  VERIZON WIRELESS	ACCT. NO. 342173610-00001 CELL PHONES NOV 5 - DEC 4, 2022	9922127007	12/28/22	500.62	12999
265-301-925-730 Other Expenses - State	VERIZON WIRELESS  VERIZON WIRELESS	NOV 5 - DEC 4	9922127007	12/28/22	120.08	12999
590-200-926-310 Operation, Maintenance & Replacement	VERIZON WIRELESS		9922128728	==		12999
		Total For Check 12999			2,615.40	
Check 13000						
101-440-825-490 C of C Inspectors	WALTER CZARNIK	INSPECTIONS	12052022-12182022	12/28/22	720.00	13000
101-440-825-491 Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	12052022-12182022	12/28/22	750.00	13000
		Total For Check 13000			1,470.00	
Check 13001						
492-200-850-524 Recreation-City Parks	WATERS EDGE DOCK & HOIST, INC.	EE#2 FINAL MUNICIPAL BOAT RAMP FLOATING DOCK REPLACEMENT	BOAT RAMP	12/28/22	1,968.80	13001
452 200 050 524 Necreation City Faiks	WATERS EDGE DOCK & HOIST, INC.		DOM: NAIVIE	===	<u> </u>	13001
		Total For Check 13001			1,968.80	
Check 13002						
101-209-825-345 DCA-Contractual Services	WCA ASSESSING LLC	CONTRACTUAL ASSESSING SERVICES	WCA 12152022	12/28/22	17,436.83	13002
		Total For Check 13002		, -, <u>-</u>	17,436.83	
		TOTAL FOLLOWER TOUCE			17,430.63	

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
Check 13003 101-336-850-540 Other Equipment	WEST SHORE FIRE REPAIR INC	2 PAIRS OF GLOVES Total For Check 13003	29057	12/28/22	235.24 235.24 13003
Check 13004 499-200-925-807 EXISTING BUSINESS STIMULUS	WHITE FURNITURE LLC	DOWNTOWN DOLLARS WHITE FURNITURE Total For Check 13004	696204	12/28/22	10.00 10.00
Check 13005 101-448-750-260 Garage-Operating Expenses	WINDER POLICE EQUIPMENT INC	STOCK FIRE EXTINGUISHER BRACKET'S Total For Check 13005	222217	12/28/22	<u>420.00</u> 13005 420.00
Check 13006 101-448-825-431 Garage-Other Vehicle Maintenance 101-448-825-431 Garage-Other Vehicle Maintenance 101-448-825-431 Garage-Other Vehicle Maintenance	WOLVERINE TRUCK SALES INC WOLVERINE TRUCK SALES INC WOLVERINE TRUCK SALES INC	HEATER CONTROL SWITCH FOR VPS 41 VIN 2FZAATAK12AK15383  DASH PANEL FOR VPS 170 VIN 2FZHAZS62AK47800  HEATER CONTROL FOR VPS 41 VIN 2FZAATAK12AK15383  Total For Check 13006	1279940 1279939 1280642	12/28/22 12/28/22 12/28/22	717.84 13006 254.23 13006 717.84 13006 1,689.91
Check 13007 499-200-925-797 3rd Friday/Downtown Event Promotions	WOW 360	SANTA PUB CRAWL SPONSORSHIP Total For Check 13007	1165	12/28/22	1,250.00 1,250.00
Check 13008 101-840-825-490 Contractual Services	WYANDOTTE ALARM CO	PROXIMITY READERS, CONTROL BOARD, SWITCHES FOR KEY CARD ACCESS TO ELEC. STORAGE & VAULT Total For Check 13008	205595	12/28/22	3,525.00 13008 3,525.00
Check 13009 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance 101-448-750-270 Building Maintenance	WYANDOTTE ELECTRIC SUPPLY WYANDOTTE ELECTRIC SUPPLY WYANDOTTE ELECTRIC SUPPLY	SHOP SUPPLIES DPS BREAKER TRACER SHOP SUPPLIES DPS SUPPLIES DPS LIGHT BULBS Total For Check 13009	616713-0 616655-0 616698-0	12/28/22 12/28/22 12/28/22	136.44 13009 1.94 13009 99.00 13009 237.38
Check 13010 101-301-825-436 Car Washes	ZWMM SOUTHGATE OPERATIONS LLC	CAR WASHES - NOVEMBER 2022 Total For Check 13010	11	12/28/22	230.00 13010 230.00
Check 13012 101-000-231-070 P/R Deductions-Deferred Comp 101-000-231-070 P/R Deductions-Deferred Comp	EMPOWER RETIREMENT LLC EMPOWER RETIREMENT LLC	EMPOWER RETIREMENT LLC EMPOWER RETIREMENT LLC Total For Check 13012	P/R ENDING 1/1/23 P/R ENDING 1/1/23	01/04/23 01/04/23	2,088.50 13012 445.00 13012 2,533.50
Check 13013 101-000-228-010 Due to FICA/Medicare 101-000-228-010 Due to FICA/Medicare 499-000-228-010 Due to FICA/Medicare 499-000-228-010 Due to FICA/Medicare	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE INTERNAL REVENUE SERVICE Total For Check 13013	P/R ENDING 1/1/23 P/R ENDING 1/1/23 P/R ENDING 1/1/23 P/R ENDING 1/1/23	01/04/23 01/04/23 01/04/23 01/04/23	11,884.42 13013 21,980.14 13013 187.08 13013 43.76 13013
Check 13014 101-000-228-021	STATE OF MICHIGAN TREASURY DEPT STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY STATE OF MICHIGAN TREASURY Total For Check 13014	P/R ENDING 1/1/23 P/R ENDING 1/1/23	01/04/23 01/04/23	15,107.32 13014 35.54 13014 15,142.86

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023 JOURNALIZED PAID BANK CODE: CLAIM

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
Check 13015					
101-000-228-024 Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 1/1/23	01/04/23	34,970.55 13015
499-000-228-024 Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 1/1/23	01/04/23	34.77 13015
·		Total For Check 13015	, , , ,	=	35,005.32
		10th 101 Chick 2020			55,005.52
Check 13016					
101-000-227-000 Due to Public Library	BACON MEMORIAL LIBRARY	TAX DIST LIBRARY SUMMER	SUMMER 2022	01/04/23	4,756.85 13016
		Total For Check 13016			4,756.85
Check 13017					
101-000-223-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2022	01/04/23	17,381.86 13017
101-000-224-000 Due to RESA	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2022	01/04/23	296.01 13017
101-000-224-024 Due to RESA - Enhancement Millage	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2022	01/04/23	6,265.56 13017
101-000-226-000 Due to Special Education	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2022	01/04/23	10,542.45 13017
101-000-228-000 Due to State (SET)	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	SUMMER 2022	01/04/23	16,514.43 13017
		Total For Check 13017			51,000.31
Check 13018					
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	30,865.19 13018
701-000-274-000 Due to County	OFFICE OF THE WATNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022 WINTER 2022	01/04/23	29,395.42 13018
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	101,133.21 13018
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	7,673.07 13018
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	6,505.90 13018
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	31,232.63 13018
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	3,112.46 13018
701-000-274-000 Due to County	OFFICE OF THE WAYNE COUNTY	TAX DIST WAYNE COUNTY	WINTER 2022	01/04/23	6,224.91 13018
·		Total For Check 13018		_	216,142.79
Check 13019					
101-000-225-000 DUE TO WYAN SCHOOL BOARD-OPER	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2022	01/04/23	19,487.19 13019
101-000-225-025 Due to Wyan School Board-Debt	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2022	01/04/23	5,516.59 13019
101-000-225-030 Due to Wyan School Board-Sinking Fund	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	SUMMER 2022	01/04/23	2,709.29 13019
		Total For Check 13019			27,713.07
Check 13020	CCUOOL DISTRICT OF THE	TAY DICT COLOOL DICTDICT	MUNITED 2022	04/04/22	226 620 00 42020
701-000-225-000 Due to Wyandotte School Board	SCHOOL DISTRICT OF THE SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT TAX DIST SCHOOL DISTRICT	WINTER 2022 WINTER 2022	01/04/23	226,628.88 13020
701-000-225-025 Due to Wyan School Board-Debt 701-000-225-030 Due to Wyan School Board-Sinking Fund	SCHOOL DISTRICT OF THE	TAX DIST SCHOOL DISTRICT	WINTER 2022 WINTER 2022	01/04/23 01/04/23	127,928.47 13020 62,827.55 13020
701-000-223-030 Due to Wyan School Board-Sinking Fund	SCHOOL DISTRICT OF THE	Total For Check 13020	WINTEN 2022	01/04/23 =	417,384.90
		Total Fol Crieck 13020			417,364.50
Check 153089					
101-000-231-086 Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT	P/R ENDING 12/18/22	12/21/22	336.69 153089
		Total For Check 153089		_	336.69
Check 153090					
101-000-231-084 Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE	P/R ENDING 12/18/22	12/21/22	3,673.46 153090
		Total For Check 153090		_	3,673.46
Check 153091					
101-000-231-083 Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER	P/R ENDING 12/18/22	12/21/22	7,345.86 153091
		Total For Check 153091			7,345.86

Check 153092

BA	NK CODE: (	CLAIM

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
101-000-231-030 P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111 Total For Check 153092	P/R ENDING 12/18/22	12/21/22	76.00 153092 76.00
Check 153093 101-000-231-030 P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356 Total For Check 153093	P/R ENDING 12/18/22		.,227.18 153093 .,227.18
Check 153094 101-000-231-030 P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES Total For Check 153094	P/R ENDING 12/18/22		202.05 202.05
Check 153095 101-000-231-087 Pension Liability-DC (Employer) 101-000-231-088 Pension Liability-DC (Employee) 499-000-231-087 Pension Liability-DC (Employer) 499-000-231-088 Pension Liability-DC (Employee)	MISSION SQUARE MISSION SQUARE MISSION SQUARE MISSION SQUARE	RETIREMENT CORPORATION # 107305 RETIREMENT CORPORATION # 107305 RETIREMENT CORPORATION # 107305 RETIREMENT CORPORATION # 107305 Total For Check 153095	P/R ENDING 12/18/22 P/R ENDING 12/18/22 P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/22 4 12/21/22 12/21/22	0,262.24 153095 1,631.10 153095 191.28 153095 95.64 153095 1,180.26
Check 153096 101-000-231-087 Pension Liability-DC (Employer) 101-000-231-088 Pension Liability-DC (Employee)	MISSION SQUARE MISSION SQUARE	RETIREMENT CORPORATION # 107256 RETIREMENT CORPORATION # 107256 Total For Check 153096	P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/224	9,784.84 153096 1,892.42 153096 1,677.26
Check 153097 101-000-231-087 Pension Liability-DC (Employer) 101-000-231-088 Pension Liability-DC (Employee) 499-000-231-087 Pension Liability-DC (Employer) 499-000-231-088 Pension Liability-DC (Employee)	MISSION SQUARE MISSION SQUARE MISSION SQUARE MISSION SQUARE	GC & DPS RHS # 801908 GC & DPS RHS # 801908 GC & DPS RHS # 801908 GC & DPS RHS # 801908 Total For Check 153097	P/R ENDING 12/18/22 P/R ENDING 12/18/22 P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/22 2 12/21/22 12/21/22	2,050.00 153097 2,050.00 153097 50.00 153097 50.00 153097 1,200.00
Check 153098 101-000-231-087 Pension Liability-DC (Employer) 101-000-231-088 Pension Liability-DC (Employee)	MISSION SQUARE MISSION SQUARE	POLICE AND FIRE RHS # 803119 POLICE AND FIRE RHS # 803119 Total For Check 153098	P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/222	2,167.51 153098 2,167.51 153098 3,335.02
Check 153099 101-000-231-030 P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI Total For Check 153099	P/R ENDING 12/18/22	· · · ====	.,198.78 153099 .,198.78
Check 153100 101-000-231-070 P/R Deductions-Deferred Comp 101-000-231-070 P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177 AXA TRUST ID# 0155496177 Total For Check 153100	P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/22	5,495.00 153100 15.00 153100 5,510.00
Check 153101 101-000-231-030 P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN Total For Check 153101	P/R ENDING 12/18/22	12/21/22	5.00 153101
Check 153102 101-136-825-331 Prosecutorial Services 101-200-825-330 Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK WILLIAM R LOOK Total For Check 153102	P/R ENDING 12/18/22 P/R ENDING 12/18/22	12/21/221	2,500.00 153102 2,730.77 153102 3,230.77

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023

JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
Check 153103 101-000-610-010	) Receipts-Fire Rescue Service	STATE OF MICHIGAN	AMBULANCE ASSESSMENT 10/01/2022 - 12/31/2022 Total For Check 153103	491-417777	12/21/22	1,537.11 153103 1,537.11
290-000-203-030	A/P-Property Tax Overpayments     A/P-Property Tax Overpayments     A/P-Property Tax Overpayments	100 MAPLE LLC 100 MAPLE LLC 100 MAPLE LLC	2022 Sum Tax Refund 57 147 99 0168 000 2022 Sum Tax Refund 57 147 99 0168 000 2022 Sum Tax Refund 57 147 99 0168 000 Total For Check 153104	100 MAPLE 100 MAPLE 100 MAPLE	12/28/22 12/28/22 12/28/22	4,260.92 153104 216.23 153104 311.29 153104 4,788.44
290-000-203-030	A/P-Property Tax Overpayments     A/P-Property Tax Overpayments     A/P-Property Tax Overpayments	3099 BIDDLE LLC 3099 BIDDLE LLC 3099 BIDDLE LLC	2022 Sum Tax Refund 57 147 99 0141 000 2022 Sum Tax Refund 57 147 99 0141 000 2022 Sum Tax Refund 57 147 99 0141 000 Total For Check 153105	3099 BIDDLE 3099 BIDDLE 3099 BIDDLE	12/28/22 12/28/22 12/28/22	4,921.93 153105 308.79 153105 444.57 153105 5,675.29
Check 153106 101-000-257-064	BCB22-0139 1426 23RD	ADRIENNE STEPANIAK	BD Bond Refund Total For Check 153106	BCB22-0139	12/28/22	450.00 153106 450.00
Check 153107 101-000-257-064	BCB20-0111 1416 MAPLE	ALEKSANDRO S. KIRK	BD Bond Refund Total For Check 153107	BCB20-0111	12/28/22	2,500.00 2,500.00
Check 153108 101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN HERITAGE LIFE INSURANCE CO	ALL STATE ACCIDENT PLANT COVERAGE PERIOD: 11/27/22 - 12/24/22 Total For Check 153108	W8433 121922	12/28/22	715.40 153108 715.40
Check 153109 530-444-825-420	) Maintenance-Bank Bldg	AMERICAN LOCK & KEY	NEW CORES FOR ACCESS TO ATM ROOM AT CITY HALL DRIVE THROUGH Total For Check 153109	14529	12/28/22	215.00 153109 215.00
Check 153110 101-000-630-032	2 COMMERCIAL INSPECTION FEE 1475 FORD	ANDREA SHARMA	BD Payment Refund Total For Check 153110	00040124	12/28/22	200.00 153110
Check 153111 499-200-925-807	7 EXISTING BUSINESS STIMULUS	ANGELINA'S MEXICAN RESTAURANT	DOWNTOWN DOLLARS ANGELINAS Total For Check 153111	696212	12/28/22	30.00 153111 30.00
Check 153112 101-215-750-220	Operating Expenses	ASSOCIATION OF WAYNE COUNTY CLERKS	STEC & LEKITY MEMBERSHIPS 2023 Total For Check 153112	MEMBERSHIPS2023	12/28/22	200.00 153112 200.00
Check 153113 530-444-825-420	) Maintenance-Bank Bldg	ATCO INTERNATIONAL	FIRE BARRIER CAULK FOR CITY HALL Total For Check 153113	10606955	12/28/22	573.96 153113 573.96
101-448-750-260 101-448-750-260	Garage-Operating Expenses     Garage-Operating Expenses     Garage-Operating Expenses     Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW AUTO VALUE RIVERVIEW AUTO VALUE RIVERVIEW AUTO VALUE RIVERVIEW	STOCK FILTERS DPS STOCK WASHER FLUID CAP STOCK SWITCHES FOR TRUCKS BRAKES FOR VP 7-4 VIN 1GNLCDECXLR257785	349-300584 349-300142 349-30100 349-300018	12/28/22 12/28/22 12/28/22 12/28/22	94.78 153114 10.09 153114 22.17 153114 469.72 153114

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-825-431	Garage-Police Vehicle Maintenance Garage-Other Vehicle Maintenance	AUTO VALUE RIVERVIEW AUTO VALUE RIVERVIEW	STOCK WASHER FLUID CAP'S SWITCH FOR VPS 35 VIN 1FVAC3BS1ADAU0374 AND STOCK	349-300421 349-300487	12/28/22 12/28/22	31.76	153114 153114
	Garage-Other Vehicle Maintenance	AUTO VALUE RIVERVIEW	BATTERY FOR VPS 121 VIN 280000106 Total For Check 153114	349-300334	12/28/22	79.69 748.57	153114
Check 153115 101-448-825-420	Building Services	BAKERS PROPANE INC	PROPANE FOR DPS AIRWAY Total For Check 153115	276515	12/28/22	775.32 775.32	153115
101-000-231-020	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer) Payroll W/H-Hospital Insurance	BLUE CARE NETWORK BLUE CARE NETWORK BLUE CARE NETWORK	00129760 0001 JANUARY 2023 00129760 0001 JANUARY 2023 00129760 0001 JANUARY 2023 Total For Check 153116	223430000851 01/23 223430000851 01/23 223430000851 01/23	12/28/22 12/28/22 12/28/22	11,693.40 2,923.35 3,508.02 18,124.77	153116 153116 153116
	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	67410 600 JANUARY 2023 67410 600 JANUARY 2023 Total For Check 153117	221207198330 01/23 221207198330 01/23	12/28/22 12/28/22	55,405.28 989.38 56,394.66	153117 153117
Check 153118 732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 603 JANUARY 2023 Total For Check 153118	221207198333 01/23	12/28/22	4,430.27 4,430.27	153118
101-000-231-020 499-000-231-020	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0011 JANUARY 2023 007006086 0011 JANUARY 2023 007006086 0011 JANUARY 2023 007006086 0011 JANUARY 2023 Total For Check 153119	07006086 0011 01/23 07006086 0011 01/23 07006086 0011 01/23 07006086 0011 01/23	12/28/22 12/28/22 12/28/22 12/28/22	27,720.96 8,668.69 435.31 1,741.22 38,566.18	153119 153119
	P/R Deductions-Hospital (Employer) P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0012 JANUARY 2023 007006086 0012 JANUARY 2023 Total For Check 153120	07006086 0012 01/23 07006086 0012 01/23	12/28/22 12/28/22	59,752.84 14,938.21 74,691.05	153120 153120
	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0019 JANUARY 2023 007006086 0019 JANUARY 2023 Total For Check 153121	07006086 0019 01/23 07006086 0019 01/23	12/28/22 12/28/22	15,660.41 718.37 16,378.78	153121 153121
Check 153122 732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0033 JANUARY 2023 Total For Check 153122	07006086 0033 01/23	12/28/22	10,344.51 10,344.51	153122
	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	007006086 0034 JANUARY 2023 007006086 0034 JANUARY 2023 Total For Check 153123	07006086 0034 01/23 07006086 0034 01/23	12/28/22 12/28/22	55,026.92 718.37 55,745.29	153123 153123
	Payroll W/H-Hospital Insurance Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	67410 601 JANUARY 2023 67410 601 JANUARY 2023	221207198331 01/23 221207198331 01/23	12/28/22 12/28/22	19,983.27 1,400.07	

## INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023 JOURNALIZED PAID BANK CODE: CLAIM

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
		Total For Check 153124		_	21,383.34
Check 153125 732-000-231-020 Payroll W/H-Hospital Insurance 732-000-393-035 Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS BLUE SHIELD OF MI	67410 605 JANUARY 2023 67410 605 JANUARY 2023 Total For Check 153125	221207198335 01/23 221207198335 01/23	12/28/22 12/28/22	5,651.66 153125 1,614.76 153125 7,266.42
Check 153126 101-000-203-030	BONYAI, LARRY J/MARTHA J BONYAI, LARRY J/MARTHA J BONYAI, LARRY J/MARTHA J	2022 Sum Tax Refund 57 017 16 0155 000 2022 Sum Tax Refund 57 017 16 0155 000 2022 Sum Tax Refund 57 017 16 0155 000 Total For Check 153126	1433 MAPLE 1433 MAPLE 1433 MAPLE	12/28/22 12/28/22 12/28/22	1,360.86 153126 85.38 153126 122.92 153126 1,569.16
Check 153127 101-000-257-064 BCB22-0208 980 MAPLE	BRANDON BALLUFF	BD Bond Refund Total For Check 153127	BCB22-0208	12/28/22	3,500.00 153127 3,500.00
Check 153128 101-000-257-064 BCB21-0284 - PUS17-0307 1678 22ND	CALISTA BACALIS	BD Bond Refund Total For Check 153128	BCB21-0284	12/28/22	750.00 153128 750.00
Check 153129 499-200-925-807 EXISTING BUSINESS STIMULUS	CAPTAIN'S BAR	DOWNTOWN DOLLARS CAPTAINS Total For Check 153129	696203	12/28/22	10.00 153129 10.00
Check 153130 499-200-925-807 EXISTING BUSINESS STIMULUS	CECILIA MELODY'S	DOWNTOWN DOLLARS CECILIA MELODYS Total For Check 153130	696208	12/28/22 —	20.00 153130 20.00
Check 153131 290-448-825-480 Rubbish Dumping Fee 290-448-825-480 Rubbish Dumping Fee 290-448-825-480 Rubbish Dumping Fee	CITY OF RIVERVIEW CITY OF RIVERVIEW CITY OF RIVERVIEW	RUBBISH PICK UP NOV 2022 DEMO DUMPING NOV 2022 BRUSH DUMPING NOV 2022 Total For Check 153131	89403 89404 89406	12/28/22 12/28/22 12/28/22	23,465.02 153131 838.04 153131 177.81 153131 24,480.87
Check 153132 290-448-825-491 Compost Tipping Fee	CITY OF TAYLOR	COMPOST DUMPING LEAF SEASON 2022 Total For Check 153132	INV0016090	12/28/22	8,143.78 8,143.78
Check 153133 101-303-750-261 Gasoline & Oil 492-200-850-519 Land Purchases 492-200-850-519 Land Purchases 492-200-925-770 Taxes-Property/MTT Decisions 492-200-925-770 Taxes-Property/MTT Decisions	CITY OF WYANDOTTE	FUEL - NOVEMBER 2022 2022 WINTER TAX 1876 MCKINLEY 2022 WINTER 2042 11TH 2022 WINTER TAX 3625 BIDDLE 2022 WINTER T 1 PINE Total For Check 153133	0000006185 1876 MCKINLEY 2042 11TH 3625 BIDDLE 1 PINE	12/28/22 12/28/22 12/28/22 12/28/22 12/28/22	187.18 153133 287.58 153133 227.91 153133 162.44 153133 60.05 153133
Check 153134 590-000-670-030 Reimbursements-Other 590-200-925-750 Drain Charge	DOWNRIVER UTILITY WASTEWATER DOWNRIVER UTILITY WASTEWATER	WASTEWATER DISPOSAL CHARGES - SEP 2022 WASTEWATER DISPOSAL CHARGES - SEP 2022 Total For Check 153134	SEP 2022 SEP 2022	12/28/22 12/28/22	12,730.69 153134 128,209.09 153134 140,939.78

Check 153135

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date Amount	Check #
101-303-825-910 Electric	DTE ENERGY	GAS - 11/05/22-12/07/22 - 14300 REAUME PARKWAY CIVIC CIR., SOUTHGATE Total For Check 153135	910035252030	12/28/22 <u>327.91</u> 327.91	153135
Check 153136 101-000-257-064 BCB22-0047 686 KINGS HWY	ERIC ZUZAK	BD Bond Refund Total For Check 153136	BCB22-0047	12/28/22 <u>2,500.00</u> 2,500.00	153136
Check 153137 101-301-750-220 Operating Expenses	FBINAA	DEPUTY CHIEF ARCHIE HAMILTON - DUES RENEWAL Total For Check 153137	2023 MEMBERSHIP	12/28/22 <u>115.00</u> 115.00	153137
Check 153138 101-301-825-430 Equipment Maintenance	FIT PRO SERVICES	MAINTENANCE & REPAIRS TO EXERCISE EQUIPMENT Total For Check 153138	5080	12/28/22 <u>1,036.00</u> 1,036.00	153138
Check 153139 101-448-750-260 Garage-Operating Expenses	FLEET PRIDE	NEW TIRE JACK'S DPS Total For Check 153139	104307905	12/28/22 <u>1,959.82</u> 1,959.82	153139
Check 153140 101-000-231-080 P/R Deductions-Section 125 Plan	GRANGE LIFE INSURANCE COMPANY	LIFE INSURANCE JANUARY 2023 Total For Check 153140	19218995 01/23	12/28/22 <u>750.41</u> 750.41	153140
Check 153141 499-200-925-802 Farmers Market	JOANNA BROOKSHIRE	NOV-DEC PAYMENT 2022 Total For Check 153141	12222022	12/28/22 <u>128.75</u> 128.75	153141
Check 153142 499-200-925-807 EXISTING BUSINESS STIMULUS	JOE'S HAMBURGERS	DOWNTOWN DOLLARS JOES HAMBURGERS Total For Check 153142	696206	12/28/22 <u>40.00</u> 40.00	153142
Check 153143 101-000-257-064 BCB16-0028 - PUS15-0498 1026 ORANGE	John Kramer	BD Bond Refund Total For Check 153143	BCB16-0028	12/28/22 <u>1,000.00</u> 1,000.00	153143
Check 153144  101-000-203-030 A/P-Property Tax Overpayments 290-000-203-030 A/P-Property Tax Overpayments 403-000-203-030 A/P-Property Tax Overpayments	LIPKE, WILLIAM/JOYCE LIPKE, WILLIAM/JOYCE LIPKE, WILLIAM/JOYCE	2022 Sum Tax Refund 57 018 02 1103 302 2022 Sum Tax Refund 57 018 02 1103 302 2022 Sum Tax Refund 57 018 02 1103 302 Total For Check 153144	3452 21ST 3452 21ST 3452 21ST	, -,	153144 153144 153144
Check 153145 499-200-925-807 EXISTING BUSINESS STIMULUS	LITTLE PIEROGI & CREPE KITCHEN	DOWNTOWN DOLLARS LITTLE PIEROGI & CREPE KITCHEN Total For Check 153145	696213	12/28/22 <u>30.00</u> 30.00	153145
Check 153146 101-448-750-242 Parks-Equipment 101-448-750-270 Building Maintenance	LOWE'S COMPANIES INC LOWE'S COMPANIES INC	CC STATEMENT 10-25-22 TO 11-25-22 CC STATEMENT 10-25-22 TO 11-25-22 Total For Check 153146	99002006684 99002006684		153146 153146
Check 153147 101-000-283-060 BPB22-0074 - PPLMB22-0295 923 7TH	LUNA, DANIEL J	BD Bond Refund Total For Check 153147	BPB22-0074	12/28/22 <u>500.00</u> 500.00	153147

### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023

JOURNALIZED PAID BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Cl.   450440							
Check 153148	4.6. 01. 1/1.1.4	A 4101110 A A 1 0 A T	HOSE FOR VIDE CO VIN CATROLICI AVVIOLAZA	2244220505	42/20/22	70.50	453440
	1 Garage-Other Vehicle Maintenance	MICHIGAN CAT	HOSE FOR VPS 68 VIN CAT095GLAXX00424 CLAMPS FOR VPS 68 VIN CAT095GLAXX00424	PD14230685 PD14230684	12/28/22		153148
101-448-825-43	1 Garage-Other Vehicle Maintenance	MICHIGAN CAT		PD14230684	12/28/22		153148
			Total For Check 153148			114.32	
Check 153149							
101-000-257-05	6 ELECTRIC - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE DECEMBER 2022	000779-014543 DEC 22	12/28/22	323.95	153149
101-000-257-05	6 WATER - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE DECEMBER 2022	000779-014543 DEC 22	12/28/22	22.77	153149
101-336-825-91	0 ELECTRIC 1093 FORD	MUNICIPAL SERVICE	1093 FORD NOVEMBER 2022	035027-025993 NOV 22	12/28/22	994.47	153149
101-336-825-92	0 WATER 1093 FORD	MUNICIPAL SERVICE	1093 FORD NOVEMBER 2022	035027-025993 NOV 22	12/28/22	132.58	153149
101-750-825-91	0 ELECTRIC - 2304 12TH	MUNICIPAL SERVICE	2304 12TH NOVEMBER 2022	019319-017541 NOV 22	12/28/22	16.19	153149
101-750-825-91	0 ELECTRIC - 4119 20TH CONC	MUNICIPAL SERVICE	4119 20TH CONC NOVEMBER 2022	025453-022215 NOV 22	12/28/22	41.67	153149
101-750-825-91	0 ELECTRIC - 2050 LUDINGTON	MUNICIPAL SERVICE	2050 LUDINGTON NOVEMBER 2022	009777-018731 NOV 22	12/28/22	50.15	153149
101-750-825-91	0 ELECTRIC - 1940 LUDINGTON	MUNICIPAL SERVICE	1940 LUDINGTON NOVEMBER 2022	009775-018729 NOV 22	12/28/22	168.41	153149
101-750-825-91	0 ELECTRIC - 2289 15TH	MUNICIPAL SERVICE	2289 15TH NOVEMBER 2022	020613-017757 NOV 22	12/28/22	191.38	153149
101-750-825-91	0 ELECTRIC - 4267 23RD FLD	MUNICIPAL SERVICE	4267 23RD FLD NOVEMBER 2022	028143-016787 NOV 22	12/28/22	97.98	153149
101-750-825-91	0 ELECTRIC - 2304 12TH 2	MUNICIPAL SERVICE	2304 12TH 2 DECEMBER 2022	019527-017585 DEC 22	12/28/22	19.44	153149
101-750-825-91	0 ELECTRIC - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE DECEMBER 2022	000000-063407 DEC 22	12/28/22	182.20	153149
101-750-825-91	0 ELECTRIC - 601 8TH	MUNICIPAL SERVICE	601 8TH DECEMBER 2022	030967-021887 DEC 22	12/28/22	45.16	153149
101-750-825-92	0 WATER - 2304 12TH	MUNICIPAL SERVICE	2304 12TH NOVEMBER 2022	019319-017541 NOV 22	12/28/22	22.77	153149
101-750-825-92	0 WATER - 11478 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE DECEMBER 2022	000000-063407 DEC 22	12/28/22	16.49	153149
101-800-825-91	0 ELECTRIC 2610 BIDDLE	MUNICIPAL SERVICE	2610 BIDDLE NOVEMBER 2022	001153-005743 NOV 22	12/28/22	99.30	153149
101-800-825-91	0 ELECTRIC 2624 BIDDLE	MUNICIPAL SERVICE	2624 BIDDLE NOVEMBER 2022	032355-005744 NOV 22	12/28/22	43.11	153149
101-800-825-91	0 ELECTRIC 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE NOVEMBER 2022	000991-005745 NOV 22	12/28/22	11.34	153149
101-800-825-91	0 ELECTRIC 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE NOVEMBER 2022	001297-014239 NOV 22	12/28/22	111.97	153149
101-800-825-92	0 WATER 2624 BIDDLE	MUNICIPAL SERVICE	2624 BIDDLE NOVEMBER 2022	032355-005744 NOV 22	12/28/22	16.49	153149
101-800-825-92	0 WATER 2610 BIDDLE	MUNICIPAL SERVICE	2610 BIDDLE NOVEMBER 2022	032287-005743 NOV 22	12/28/22	117.07	153149
101-800-825-92	0 WATER 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE NOVEMBER 2022	003989-005745 NOV 22	12/28/22	59.06	153149
101-800-825-92	0 WATER 2815 VAN ALSTYNE	MUNICIPAL SERVICE	2815 VAN ALSTYNE NOVEMBER 2022	036059-021707 NOV 22	12/28/22	16.49	153149
101-800-825-94	0 TELEPHONE/INTERNET 2610 BIDDLE	MUNICIPAL SERVICE	2610 BIDDLE NOVEMBER 2022	001153-005743 NOV 22	12/28/22	6.00	153149
101-800-825-94	0 TELEPHONE/INTERNET 2624 BIDDLE	MUNICIPAL SERVICE	2624 BIDDLE NOVEMBER 2022	032355-005744 NOV 22	12/28/22	109.73	153149
101-800-825-94	0 TELEPHONE/INTERNET 2630 BIDDLE	MUNICIPAL SERVICE	2630 BIDDLE NOVEMBER 2022	001297-014239 NOV 22	12/28/22	6.00	153149
			Total For Check 153149			2,922.17	
Check 153151							
	4 BCB22-0202 3301 BIDDLE 3C	MYLES OR KATHY GEE	BD Bond Refund	BCB22-0202	12/28/22	50.00	153151
101 000 257 00	. 50522 0202 0001 5.5522 00		Total For Check 153151	56522 6262	===	50.00	155151
			Total For Check 133131			30.00	
Check 153152							
499-200-925-80	7 EXISTING BUSINESS STIMULUS	NANNA'S KITCHEN	DOWNTOWN DOLLARS NANNA'S KITCHEN	696214	12/28/22	60.00	153152
			Total For Check 153152			60.00	
01 1450450							
Check 153153	4 BCB21-0048 273 2ND	DALII ZULEWENI	BD Bond Refund	BCB21-0048	12/20/22	4 000 00	152152
101-000-257-06	4 BCB21-0046 273 2ND	PAUL ZULEWSKI		BCB21-0048	12/28/22		153153
			Total For Check 153153			4,000.00	
Check 153154							
101-756-750-22	5 Concession Supplies	PEPSI-COLA COMPANY	PEPSI FOR YACK CONCESSION	66833705	12/28/22	417.43	153154
			Total For Check 153154		<del></del>	417.43	
o							
Check 153155		DDG EVGAVATION ING	DEDAID CATCULD ACINUM ALLY DV CODEL AND CENTED	744744	12/20/22	4 000	453455
	O Operation, Maintenance & Replacement	PRO EXCAVATION INC PRO EXCAVATION INC	REPAIR CATCH BASIN IN ALLY BY COPELAND CENTER REPAIR OF SEWER MANHOLE IN BACK OF DPS YARD	711711 711710	12/28/22	4,000.00 4.500.00	
390-200-926-31	O Operation, Maintenance & Replacement	FRO EXCAVATION INC	NEFAIR OF SEWER INFINITULE IIN DACK OF DES TARD	/11/10	12/28/22	4,500.00	133133

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
		Total For Check 153155			8,500.00
Check 153156 101-000-203-030 A/P-Property Tax Overpayments 290-000-203-030 A/P-Property Tax Overpayments 403-000-203-030 A/P-Property Tax Overpayments	RISE ABOVE ENTERTAINMENT LLC RISE ABOVE ENTERTAINMENT LLC RISE ABOVE ENTERTAINMENT LLC	2022 Sum Tax Refund 57 147 99 0169 000 2022 Sum Tax Refund 57 147 99 0169 000 2022 Sum Tax Refund 57 147 99 0169 000 Total For Check 153156	93 OAK 93 OAK 93 OAK	12/28/22 12/28/22 12/28/22	1,049.52 153156 53.26 153156 76.67 153156
Check 153157 101-000-257-064 BCB21-0306 627 ORANGE	SARAH ISLES	BD Bond Refund Total For Check 153157	BCB21-0306	12/28/22	1,800.00 1,800.00
Check 153158 101-000-257-064 BCB20-0054 78 POPLAR	SCHILK PROPERTIES LLC	BD Bond Refund Total For Check 153158	BCB20-0054	12/28/22	1,000.00 153158 1,000.00
Check 153159 101-750-750-221 Senior Citizen Programs 101-750-750-221 Senior Citizen Programs 101-750-825-490 Field Maintenance & Supplies 101-756-750-225 Concession Supplies	SHERYL RILEY SHERYL RILEY SHERYL RILEY SHERYL RILEY SHERYL RILEY	SENIOR CHRISTMAS PARTY FOOD PETTY CASH REIMBURSMENTS PETTY CASH REIMBURSMENTS PETTY CASH REIMBURSMENTS Total For Check 153159	12212022 12.22.2022 12.22.2022 12.22.2022	12/28/22 12/28/22 12/28/22 12/28/22	288.24 153159 161.26 153159 29.57 153159 13.22 153159 492.29
Check 153160 101-336-750-210 Office Supplies 101-336-750-210 Office Supplies 101-336-750-210 Office Supplies	STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	EASEL PAD AWARD A PLAQUES MAHOGANY MONTHLY PLANNER Total For Check 153160	3525545418 3525642241 3525545419	12/28/22 12/28/22 12/28/22	51.99 153160 11.39 153160 25.09 153160 88.47
Check 153161 101-200-925-790 Miscellaneous	STATE OF MICHIGAN-TECHNOLOGY,	JANUARY 1, 2023 - DECEMBER 31, 2023 Total For Check 153161	MIDEAL-315	12/28/22	230.00 153161 230.00
Check 153162 499-200-925-807 EXISTING BUSINESS STIMULUS	THE BLING THING	DOWNTOWN DOLLARS BLING THING Total For Check 153162	696205	12/28/22	30.00 153162 30.00
Check 153163 101-136-750-228 Regional Wellness & Recovery Court 101-136-750-228 Regional Wellness & Recovery Court	THE LAW OFFICE OF MATTHEW MILETO THE LAW OFFICE OF MATTHEW MILETO	2023 Q1 NOVEMBER INVOICE MILETO LAW 2023 Q1 OCTOBER INVOICE MILETO LAW Total For Check 153163	009 008	12/28/22 12/28/22	600.00 153163 600.00 153163 1,200.00
Check 153164 525-750-750-250 Course Maintenance	THE TORO COMPANY NSN	MONTHLY DUES DECEMBER 2022 Total For Check 153164	12012022	12/28/22	166.00 153164 166.00
Check 153165 101-000-283-060 BPB22-0027 - PPLMB22-0091 2484 10TH	THOMAS BURTON	BD Bond Refund Total For Check 153165	BPB22-0027	12/28/22	500.00 153165 500.00
Check 153166 265-301-925-730 Other Expenses - State	WAYNE COUNTY ACCOUNTS RECEIVABLE	ATTY FEES FOR WYPD CASE 2022-9294 Total For Check 153166	WYPD CASE NO.22-9294	12/28/22	200.00 153166 200.00

#### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023 JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 153167 499-200-925-807	7 EXISTING BUSINESS STIMULUS	WILLOW TREE	DOWNTOWN DOLLARS WILLOW TREE	696210	12/28/22	20.00	153167
133 200 323 007	2,13,11,10 203111233 3111110203	WILLOW MEE	Total For Check 153167	030210	===	20.00	100107
Check 153168	O Operating Expenses	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	7.42	153168
	O Operating Expenses O Operating Expenses	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	26.67	153168
	O Operating Expenses	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	30.49	153168
	O Operating Expenses	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	40.00	153168
	Cellular Phones & Pagers	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	23.92	153168
101-301-925-720	) Education	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	10.25	153168
101-301-925-720	D Education	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22	27.50	153168
101-301-925-720	) Education	WYANDOTTE POLICE DEPT PETTY CASH	REPLENISH PETTY CASH	DECEMBER 22	12/28/22		153168
			Total For Check 153168			221.25	
Check 153169							
101-000-283-060	BPB22-0069 - PPLMB22-0280 1225 13TH	YARBROUGH, TRACEY L.	BD Bond Refund	BPB22-0069	12/28/22	500.00	153169
			Total For Check 153169			500.00	
Cl   1.52470							
Check 153170 285-225-925-860	λ Art Fair	ZAPP SOFTWARE, LLC	2023 WSAF APPLICATION	12122022	12/28/22	1,100.00	153170
203-223-323-000	Attail	ZAFF JOH TWARE, LLC	Total For Check 153170	12122022	12/20/22	1,100.00	133170
			Total For Circux 133170			1,100.00	
Check 153171							
101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT	P/R ENDING 1/1/23	01/04/23		153171
			Total For Check 153171			336.69	
Check 153172							
101-000-231-084	Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE	P/R ENDING 1/1/23	01/04/23	3,680.46	153172
			Total For Check 153172			3,680.46	
Check 153173							
101-000-231-083	Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER	P/R ENDING 1/1/23	01/04/23	7,359.88	153173
			Total For Check 153173			7,359.88	
Check 153174							
	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111	P/R ENDING 1/1/23	01/04/23	76.00	153174
			Total For Check 153174		· · · <del>-</del>	76.00	
Check 153175	D P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356	P/R ENDING 1/1/23	01/04/22	1,227.18	153175
101-000-231-030	5 P/R Deductions-Official Dues	IAFF LOCAL #350	Total For Check 153175	P/K ENDING 1/1/25	01/04/23	1,227.18	1551/5
			Total FOI CHECK 1551/5			1,227.10	
Check 153176							
101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES	P/R ENDING 1/1/23	01/04/23		153176
			Total For Check 153176			209.07	
Check 153177							
101-000-231-087	7 Pension Liability-DC (Employer)	MISSION SQUARE	RETIREMENT CORPORATION # 107305	P/R ENDING 1/1/23	01/04/23	9,635.98	153177
101-000-231-088		MISSION SQUARE	RETIREMENT CORPORATION # 107305	P/R ENDING 1/1/23	01/04/23	4,818.00	153177
499-000-231-087		MISSION SQUARE	RETIREMENT CORPORATION # 107305	P/R ENDING 1/1/23	01/04/23		153177
499-000-231-088	Pension Liability-DC (Employee)	MISSION SQUARE	RETIREMENT CORPORATION # 107305	P/R ENDING 1/1/23	01/04/23	95.64	153177

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check#
			Total For Check 153177		_	14,740.90
Check 153178						
	7 Pension Liability-DC (Employer)	MISSION SQUARE	RETIREMENT CORPORATION # 107256	P/R ENDING 1/1/23	01/04/23	9,802.07 153178
101-000-231-08	8 Pension Liability-DC (Employee)	MISSION SQUARE	RETIREMENT CORPORATION # 107256	P/R ENDING 1/1/23	01/04/23	4,901.03 153178
			Total For Check 153178		_	14,703.10
Check 153179						
101-000-231-08	7 Pension Liability-DC (Employer)	MISSION SQUARE	GC & DPS RHS # 801908	P/R ENDING 1/1/23	01/04/23	2,050.00 153179
	8 Pension Liability-DC (Employee)	MISSION SQUARE	GC & DPS RHS # 801908	P/R ENDING 1/1/23	01/04/23	2,050.00 153179
	7 Pension Liability-DC (Employer)	MISSION SQUARE	GC & DPS RHS # 801908	P/R ENDING 1/1/23	01/04/23	50.00 153179
499-000-231-08	8 Pension Liability-DC (Employee)	MISSION SQUARE	GC & DPS RHS # 801908	P/R ENDING 1/1/23	01/04/23	50.00 153179
			Total For Check 153179			4,200.00
Check 153180						
101-000-231-08	7 Pension Liability-DC (Employer)	MISSION SQUARE	POLICE AND FIRE RHS # 803119	P/R ENDING 1/1/23	01/04/23	2,173.70 153180
101-000-231-08	8 Pension Liability-DC (Employee)	MISSION SQUARE	POLICE AND FIRE RHS # 803119	P/R ENDING 1/1/23	01/04/23	2,173.70 153180
			Total For Check 153180			4,347.40
Check 153181						
101-000-231-03	0 P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI	P/R ENDING 1/1/23	01/04/23	1,238.68 153181
			Total For Check 153181			1,238.68
Check 153182						
101-000-231-07	0 P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 1/1/23	01/04/23	6,495.00 153182
101-000-231-07	0 P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 1/1/23	01/04/23	15.00 153182
			Total For Check 153182			6,510.00
Check 153183						
101-000-231-03	0 P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN	P/R ENDING 1/1/23	01/04/23	5.00 153183
			Total For Check 153183			5.00
Check 153184						
101-136-825-33	1 Prosecutorial Services	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK	P/R ENDING 1/1/23	01/04/23	2,500.00 153184
101-200-825-33	0 Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK	P/R ENDING 1/1/23	01/04/23	1,730.77 153184
			Total For Check 153184		_	4,230.77

### INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE EXP CHECK RUN DATES 12/16/2022 - 01/04/2023

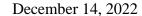
JOURNALIZED PAID BANK CODE: CLAIM

GL Number Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check #
	Fund Totals:				
		Fund 101 General Fund			619,998.39
		Fund 202 Major Street Fund			88,298.70
		Fund 203 Local Street Fund			75,466.57
		Fund 231 Brownfield Redevelopment Fund			1,864.00
		Fund 249 Sidewalk and Alley Fund			13,002.15
		Fund 260 Michigan Indigent Defense			7,175.00
		Fund 265 Drug Forfeiture Fund			768.61
		Fund 281 Housing Rehabilitation Fund			18,457.05
This is to certify that the above v	ouchers amounting to \$2,597,589.30 have been examined, that the materials and	Fund 285 Special Events Fund			5,052.00
services have been received, tha	the price and computations are correct, that the invoices, receiving slips, and	Fund 290 Solid Waste Disposal Fund			33,478.11
supporting data are attached and	I in order and that the proper accounts have been charged. The Treasurer is	Fund 403 Drain Number Five Fund			1,228.70
hereby authorized to pay the abo	ove vouchers.	Fund 492 TIFA Consolidated Fund			172,769.18
		Fund 499 DDA tax increment Finance Fund			13,688.54
Mayor		Fund 525 Municipal Golf Course Fund			999.78
		Fund 530 Building Rental Fund			788.96
		Fund 590 Sewage Fund			163,885.36
City Clerk		Fund 677 Self Insurance Fund			385.00
		Fund 701 Trust Fund			633,527.69
		Fund 732 Retiree Health Care Fund			175,451.29
		Total For All Funds:		_	2,026,285.08
		Check #13011 (A) 12/28/22			6,376.29
		Payroll 12/21/22			242,577.77
		Payroll 01/04/23			322,350.16
		TOTAL			2,597,589.30
					2,337,303.30

### **RESOLUTION**

Item Number: #
Date: January 9, 2023

RESOLUTION by Councilperso	n		
RESOLVED that the total bills a hereby APPROVED for paymen		as presented by the Mayor and C	City Clerk are
I move the adoption of the foreg	oing resolution.		
MOTION by Councilperson			
SUPPORTED by Councilperson	1		
<u>YEAS</u>	COUNCIL	<u>NAYS</u>	
	Alderman Calvin Crayne Hanna Shuryan Stec		





# CITY OF WYANDOTTE FIRE FIGHTER'S CIVIL SERVICE COMMISSION MINUTES

A Regular Meeting of the City of Wyandotte Fire Fighter's Civil Service Commission was called to order by President Ptak at 5:00 p.m. on December 14, 2022, in the Central Fire Station Conference Room, 266 Maple, Wyandotte, Michigan.

#### **ROLL CALL**

PRESENT: Commissioner Michael J. Ptak, President

Commissioner David Liberacki, Vice President

Commissioner Brian Kuhn, Secretary

ABSENT: None

ALSO, PRESENT: Tom Lyon, Fire Chief

Jeremy Moline, Assistant Fire Chief

Beth Lekity, Commission Recording Secretary

#### **APPROVAL OF MINUTES**

Motion by Kuhn, Supported by Liberacki

To approve the minutes of the November 2, 2022, meetings of the Firefighter's Civil Service Commission. MOTION CARRIED.

### **COMMUNICATIONS**

### **OLD BUSINESS**

#### **NEW BUSINESS**

- 1. Fire Lieutenant Examination
  - a. Proctoring of Exam
  - b. Point Calculations
- 2. Approval of 2023 Meeting Schedule

Motion by Kuhn, Supported by Ptak

To approve the 2023 Civil Service Meeting Schedule as presented by the Recording Secretary of the Commission, with change of the March meeting date from March 8 to March 15 to accommodate test scheduling. MOTION CARRIED.

3. Sergeant Test Discussion

Motion by Liberacki, Supported by Kuhn

To cancel the Sergeant exam scheduled for February 8, 2023 due to the non-competitive nature of the exam with only 1 candidate application filed with WFD administration by the deadline of 11/28/2022. Also, that the Eligibility List for the rank of Sergeant is/has been exhausted; therefore, the Commission approves the candidates eligible to take the Sergeant Exam on the date of March 15, 2023, and directs the Recording Secretary to distribute the documents necessary to begin the candidate application process.

MOTION CARRIED.

DATE OF NEXT COMMISSION MEETING: January 11, 2023

### **ADJOURNMENT**

Motion by Kuhn, Supported by Ptak

To adjourn this meeting of the Firefighter's Civil Service Commission at 6:35p.m.

MOTION CARRIED.

Beth Lekity, Recording Secretary

Wyandotte Fire Fighter's Civil Service Commission

### Wyandotte Municipal Services Commission Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of Commission and via Virtual Telecommunication methods due to COVID-19 in accordance with current MDHHS Public Health Orders SB 11246, & PA228 of 2020 using the Zoom audio platform on Tuesday, December 7, 2022 at 5:00 PM.

Roll Call:

Present: Commissioners

Carolyn Harris Leslie Lupo Robert J. Thiede Paul Gouth Bryan Hughes

General Manager & Secretary Paul LaManes

Also, Present-

Amy Cannatella-CATV
Joel Adkins-CATV
Amber Haggerty
Chris Brohl
Justin Ptak
Jon Angeles
John Stambersky
Dave Fuller

#### **Approval of Minutes:**

MOTION by Commissioner Hughes and SECONDED by Commissioner Lupo to approve the November 22, 2022 regular meeting minutes of the Municipal Services Commission.

Commissioner Harris asked that the roll be attached, no objections were made. Minutes approved

#### **Hearing of Public Concerns:**

Philip Dolan from 4093 17<sup>th</sup> took the podium to voice his concerns in regard to his telecommunications services provided by Wyandotte ConneX. Wyandotte ConneX Supervisor Jon Angeles, took the podium and recommended Philip work directly with him and they can work towards a solution to resolve his concerns.

#### **Resolution #12-2022-1**

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to authorize the General Manger to request that the HR Specialist extend an offer of employment to Joshua Zmijewski in the position of Department Helper and hire Joshua contingent upon the successful completion of a pre-employment physical, background check and drug screening, as recommended by WMS Management.

### Wyandotte Municipal Services Commission Regular Meeting Minutes

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### **Resolution #12-2022-2**

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to execute the Amendment to the Advertising Availabilities Purchase Agreement with Comcast EffecTV extending the agreement to 12/31/2023, as recommended by WMS Management

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### **Resolution #12-2022-3**

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to approve resolution to implement the new hospital Steam service rates effective January 1, 2023, as recommended by WMS Management.

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### Resolution #12-2022-4

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth to approve resolution to allow the Wyandotte Municipal Services General Manager to sign the Amendment and restated Power Purchase Commitment Authorization Letter with the Michigan Public Power Agency (MPPA), the sole source provider for bulk power supply, transmission and capacity services in the MISO market for WMS, for the solar facility in Calhoun County known as the Invenergy Calhoun Solar PPA as recommended by WMS Management.

#### **Resolution #12-2022-5**

MOTION by Commissioner Hughes and SECONDED by Commissioner Gouth appointing the HR Specialist to select the WMS nominees for the American Municipal Power (AMP) Gorsuch and Wright scholarships.

Commissioner Harris asked that the roll be attached, no objections were made. Resolution approved

#### **Reports and Communication**

None

### Wyandotte Municipal Services Commission Regular Meeting Minutes

#### **Approval of Vouchers**

MOTION by Commission Hughes and SECONDED by Commissioner Gouth that the vouches be paid as submitted.

11.29.2022 #5470 \$869,054.27

Commissioner Harris asked that the roll be called.

YEAS: Commissioner Harris, Lupo, Thiede, Gouth and Hughes

NAYS: None Motion Passes

#### Other/Late Items

General Manager Paul LaManes gave a brief overview of Municipal Services Marketing team and their recent involvement in the community. Paul welcomed Amber Haggerty to the podium to speak on her intricate role in the WMS Marketing Team, how she is getting Municipal Services involved with our youth and our community and our newest Rebate Program.

Motion by Commissioner Hughes and SECONDED by Commissioner Gouth to now adjourn at 5:25PM. Roll attached. Meeting adjourned.

Next Meeting – Wednesday, December 21, 2022 at 5 PM

Paul LaManes

General Manager/Secretary