



AGENDA

REGULAR SESSION

MONDAY, MAY 9, 2022 7:00 PM

PRESIDING: THE HONORABLE MAYOR ROBERT A. DESANA

CHAIRPERSON OF THE EVENING: THE HONORABLE ROBERT ALDERMAN

****STUDY SESSION - 6:30PM****

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

- Proclaim EMS Week: May 15-21

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

CALL TO THE PUBLIC

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

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

1. Approval of City Council Minutes 04.25.2022
2. Special Events Request: Taco Hop Date Change
3. Special Events Request: Wyandotte Family Church
4. Social District Permit Applications
5. Central Business District (CBD) Snow Removal Assessment

NEW BUSINESS

6. Appointment to District Library Board
7. Appointment to Cultural and Historical Commission
8. Reappointments to Zoning Board of Appeals
9. Bid Award #4827: WMS Purchase of Wire Pulling Trailer
10. WMS Intergovernmental (Cooperative) Purchase Award – 3665 11th Street Furniture
11. Brownfield Plan No. 23: Development and Reimbursement Agreement
12. Brownfield Plan No. 23: Local Brownfield Revolving Fund (LBRF) Loan Agreement
13. Jerry's Market: Right-of-Way Request
14. Alley Vacation: S. of Ford Ave. and N. of Spruce Between Biddle Ave. and 2nd St.
15. Outdoor Cafe: 166 Oak Street
16. Outdoor Cafe: 2958 Biddle Avenue

BILLS & ACCOUNTS

REPORTS & MINUTES

Beautification Commission 04/19/2022

Planning Commission 04/21/2022

Police Commission 04/12/2022

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: MAY 23, 2022

ADJOURNMENT

City of Wyandotte

Proclamation

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

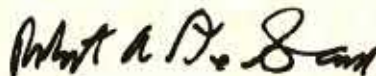
WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, *WHEREAS*, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Wyandotte, I do hereby proclaim the week of May 15-21, 2022, as **EMERGENCY MEDICAL SERVICES WEEK** and encourage the community to observe this week with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Wyandotte to be affixed this 9th day of May 2022.



Robert A. DeSana, Mayor



April 25, 2022

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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, April 25, 2022, and was called to order at 7:00pm with Honorable Mayor Robert A. DeSana presiding.

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

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

ABSENT: City Treasurer, Todd Browning

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

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

2022-127 TREE REMOVAL REQUEST – 555 POPLAR

By Councilperson Stec, supported by Councilperson Shuryan

RESOLVED by City Council that the communication from the City Engineer regarding the request to remove a tree from the public right of way at 555 Poplar Street is hereby received and placed on file. FURTHER, the City Council determines that cutting the tree down is advisable and the abutting property owner is authorized to remove the tree from the public right of way subject to:

1. Planting FOUR (4) replacement trees from the City’s list of approved trees and at locations approved by the City. The replacement trees shall be a minimum of 2.5-inch diameter at breast height, and the sum of the replacement trees' diameter at breast height shall equal the diameter at breast height of the tree being removed. The cost of planting replacement trees shall be borne by the property owner authorized to remove a tree. The authorized property owner shall provide a one (1) year warranty for the replacement trees.

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

FURTHER, the Engineering Department shall coordinate the process with the property owner.

YEAS: Councilpersons Calvin, Crayne, Shuryan, Stec

NAYS: Councilpersons Alderman, Hanna

CALL TO THE PUBLIC

CONSENT AGENDA

2022-128 MINUTES

By Councilperson Stec, supported by Councilperson Shuryan

RESOLVED that the minutes of the meetings held under the date of April 11, 2022, be approved as recorded, without objection.

Motion unanimously carried.

2022-129 2022 WYANDOTTE ROWING REGATTAS

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED that Council approves the Special Event Applications from the Wyandotte Boat Club for their regattas to be held April 30th 2022 and May 7th 2022. Below are the road closures they are requesting:

April 30th 2022: Hebda Cup 6 am to 5 pm

BASF Waterfront Park

Biddle Avenue from Pine to Plum Street

May 7th 2022: WY-HI Rowing Regatta 6 am to 6 pm

BASF Waterfront Park

Biddle Avenue from Pine to Plum Street

If the case of bad weather, the events will run the following days. The Chief of Police, Fire Chief and Superintendent of the Department of Public Service have reviewed this application/event and approved with the recommendation the organization signs a hold harmless agreement as well as add the City of Wyandotte as additional insured.

Motion unanimously carried.

2022-130 SOCIAL DISTRICT PERMIT APPLICATIONS – FRANK’S & IRON GATE

By Councilperson Stec, supported by Councilperson Shuryan

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 establishments/licensees located within said Social District and Commons Area have submitted applications for Social District Permits;

Frank's Pizza: 3144 Biddle Avenue

The Iron Gate: 3019 Biddle Avenue

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 Michigan Liquor Control Commission (MLCC);

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the two Social District Permit Applications 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 and submit the completed applications to the Michigan Liquor Control Commission.

Motion unanimously carried.

NEW BUSINESS**2022-131 VFW POST 1136 POPPY SALE REQUEST 2022**

By Councilperson Stec, supported by Councilperson Shuryan

WHEREAS Brian Martin, Post Commander, has requested on behalf of VFW Post 1136 for permission to hold their annual poppy sale on May 5-7, 2022, to raise funds to continue their work of providing for needy veterans in the City of Wyandotte and State of Michigan.

WHEREAS, the fundraising event will consist of soliciting donations from motorists stopped at traffic signals at the intersections of Fort & Ford Ave., Eureka and Fort, Biddle & Oak, Biddle & Eureka, and the entrance of the Wyandotte Post Office by persons wearing vests that clearly identify the VFW.

BE IT RESOLVED that Council permits the VFW Post 1136 to solicit donations as part of the Poppy Sale, provided the organization complies with all regulations set forth in PA 112 of 2017, including the submission of a Liability Insurance Certificate in the amount of \$500,000, and signs a Hold Harmless Agreement as prepared by the Department of Legal Affairs.

Motion unanimously carried.

2022-132 SEAWAY BOAT CLUB FEE WAIVER REQUEST

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED by City Council that the request of Seaway Boat Club to waive the Outdoor Cafe License Fee is denied.

Motion unanimously carried.

2022-133 CITIZEN COMMUNICATION – B. SCHULTZ, ALLEY ENCROACHMENT

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED that the City Council hereby grants permission to the property owner to retain the encroachment at 2346 21st and refers Mr. Schultz to the Engineering Department to obtain a Hold Harmless Agreement and Grant of License.

Motion unanimously carried.

2022-134 TREE REMOVAL REQUEST – 1738 13TH

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED that the communication from Mr. Tasselmyer regarding the removal of a tree at 1738 13th Street is hereby referred to the City Engineer for research and report back at the May 23 meeting of the City Council.

BE IT FURTHER RESOLVED that the Council has scheduled a study session for May 9, 2022, at 6:30PM to review the city's tree removal/replacement policy.

Motion unanimously carried.

2022-135 APPOINTMENT TO BEAUTIFICATION COMMISSION – J. BROOKSHIRE

By Councilperson Stec, supported by Councilperson Shuryan

WHEREAS, Andrea Fuller has completed her term on the Beautification Commission in April 2021 and did not seek reappointment; and

WHEREAS, the Mayor and City Council thank Andrea for her service;

BE IT RESOLVED, that the City Council hereby CONCURS with Mayor DeSana's recommendation to appoint Joanna Brookshire of 1256 5th St., Wyandotte, MI 48192 to the Beautification Commission. Term to expire April 2024.

Motion unanimously carried.

2022-136 APPOINTMENT TO BEAUTIFICATION COMMISSION – J. BLACKMORE

By Councilperson Stec, supported by Councilperson Shuryan

WHEREAS, Patricia Iacopelli has fulfilled her term on the Beautification Commission and is not seeking reappointment; and

WHEREAS, the Mayor and City Council thank Patricia for her years of service;

BE IT RESOLVED, that the City Council hereby CONCURS with Mayor DeSana's recommendation to appoint Jacqueline Blackmore of 3421 18th St., Wyandotte, MI 48192 to the Beautification Commission. Term to expire April 2025.

Motion unanimously carried.

2022-137 CHARTER AMENDMENT – OPERATING MILLAGE

By Councilperson Stec, supported by Councilperson Shuryan

**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 25th day of April, 2022, 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 be amended 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, 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 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 commencing in the 2024 fiscal year on a permanent basis.

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 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.

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 levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) commencing fiscal year 2024 on a permanent basis, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional 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

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 election to be held in the City of Wyandotte, the 8th day of November, 2022, 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.
7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.
Motion unanimously carried.
YEAS: Councilpersons Alderman, Calvin, Crayne, Hanna, Shuryan, Stec and Mayor DeSana
NAYS: None

2022-138 TRAFFIC CONTROL ORDER 2022-1

By Councilperson Stec, supported by Councilperson Shuryan
BE IT RESOLVED that Council concurs with the recommendation of Chief Zalewski as set forth in Traffic Control Order 2022-1 for the installation of "Handicap Parking" signs at 842 Chestnut Street, Wyandotte, MI 48192.
BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said signs and the City Clerk be authorized to sign said order.
Motion unanimously carried.

2022-139 PURCHASE OF POLICE VEHICLES

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to purchase (2) 2022 Chevrolet Police Tahoes from Berger Chevrolet of Grand Rapids for the amount of \$77,944.00.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that these expenditures will be paid from the Capital Improvement Vehicle account of 402-301-850-530.

Motion unanimously carried.

2022-140 WPD PURCHASE OF ELECTRONIC CITATION PRINTERS

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED BY THE CITY COUNCIL that the City Council concurs with the Chief of Police to purchase (20) Brother RJ-4200 Electronic Citation printers and supporting hardware from Tyler Technologies in the amount of \$15,780.00, and that this expenditure will be paid from police department account #101-000-257-069, Civil Reimbursement-Police Equipment.

Motion unanimously carried.

2022-141 2021 SIDEWALK PROGRAM SPECIAL ASSESSMENT DIST. PHASE 1

By Councilperson Stec, supported by Councilperson Shuryan

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer and directs the City Clerk to schedule a Special Assessment Hearing relative to the 2021 Sidewalk Repairs.

Motion unanimously carried.

2022-142 ALLEY VACATION BETWEEN CHERRY & PLUM, WEST OF 3RD

By Councilperson Stec, supported by Councilperson Shuryan

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE.

That it is a necessary public improvement for the health, welfare, comfort and safety of the People of the City of Wyandotte, and is deemed advisable to vacate with easement the twenty (20) foot wide public alley between Cherry Street and Plum Street west of 3rd Street in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

The north south alley abutting the south 40 feet of Lot 4, the north 40 feet of Lot 7, and a triangular portion beginning at a point on the SW corner of Lot 7, then north 10 feet, then west 10 feet to the centerline of the alley, then SE at a 45° angle to the point of beginning, of the Subdivision of Blocks No. 110 and 131, Block 110, City of Wyandotte, as recorded in Liber 1, Page 309, Wayne County Records.

RESOLVED FURTHER, that this Council will meet on **Monday, May 23, 2022**, at 7:00 p.m., in the Council Chambers of Wyandotte City Hall, 3200 Biddle Avenue, in said City, to hear objections to the proposed vacating of said described land as a public alley.

RESOLVED FURTHER, that the City Clerk shall give notice of such meeting, with a copy of this Resolution, in a newspaper published and circulating in said City, in accordance with the provisions of the City Charter.

Motion unanimously carried.

2022-143 FINAL READING #1524: REZONING OF 240 ANTOINE

By Councilperson Stec, supported by Councilperson Shuryan

AN ORDINANCE ENTITLED

**AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO
REZONE THE PROPERTY KNOWN AS 240 ANTOINE FROM TWO FAMILY RESIDENTIAL
DISTRICT (RT) TO PLANNED DEVELOPMENT (PD)**

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

Lots 5 to 9 including also Vacated Alley 18 feet wide adjacent to Lots 5 and 6 also Vacated Alley 18 feet wide adjacent to Westerly line of Lots 6 and 7 Antoine Labadie's Subdivision.
Tax ID #: 57-007-03-0005-000

Commonly Known As: 240 Antoine, Wyandotte, MI 48192

be and is hereby rezoned from Two Family Residential District (RT) 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. No. 301

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.

Motion unanimously carried.

2022-144 BILLS & ACCOUNTS

By Councilperson Stec, supported by Councilperson Shuryan

RESOLVED that the total bills and accounts of \$ 1,640,108.01 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Board of Review	March 2022
Brownfield Redevelopment Authority	04/19/2022
Civil Service Commission	04/13/2022
Cultural & Historical Commission	03/10/2022 (w/ Finance Report)
Fire Commission	03/22/2022
Retirement Commission	03/18/2022
Tax Increment Finance Authority	04/19/2022
WMS Commission	04/06/2022
Zoning Board	03/02/2022

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

ADJOURNMENT

2022-145 ADJOURNMENT

By Councilperson Stec, supported by Councilperson Shuryan

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:02 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

Item Number: #1
Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meetings held under the dates of April 25, 2022, be approved as recorded, without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson

SUPPORTED by Councilperson

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 2

ITEM: Special Events Request: Taco Hop Date Change

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

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

BACKGROUND: Below please find the requested date for streets/property the Whiskeys on the Water would like to utilize for their Annual Downriver Taco Hop. They are requesting to move the date from October 1st 2022 to October 8th 2022. This event has already been approved by Mayor and City Council and the date change has been approved by the Department of Public Service, Police and Fire Chiefs, and the Recreation Superintendent.

As a reminder, the event will utilize the following city property:

- Permission to utilize city sidewalks/property
- Permission to utilize Parking Lot 1 for the event and other half for business and patron parking - lot to close at 5 am the event day.

If there are any costs for any city staff/material/property for said event, the business/company will be responsible for those fees no later than 14 days after said event date. Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse. Clean up before/during and after the event must be done by the business/company. This means any glass, spills and broken items will need to be cleaned during the event. The business/company must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial.

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: It is requested the City Council concur with the support of the Special Events Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their events held: October 8th 2022.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #2
Date: May 9, 2022

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Events Coordinator to approve the change of date for the use of city sidewalks, streets and property as part of the Annual Downriver Taco Hop event to now be held on October 8, 2022, previously approved by Mayor and Council for October 1, 2022.

BE IT FURTHER RESOLVED that the event will utilize the following property:

- City sidewalks/property
- Parking Lot 1 for the event and other half for business and patron parking with lot to close at 5AM on the event day.

BE IT FURTHER RESOLVED that the business/company will comply with the following:

- That any costs, overtime or otherwise, for any city staff/material/property for said event will be the responsibility of the business/company with fees payable no later than 14 days following the event.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- Business/Company will be responsible for clean up (glass, spills, broken items, etc.) before, during, and after the event.
- Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial.

BE IT FURTHER RESOLVED that the business/company must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 3

ITEM: Special Events Request: Wyandotte Family Church

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

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

BACKGROUND: Please see the information below Wyandotte Family Church picnic event, July 17th, 2022. This event has been reviewed and approved by the Department of Public Service, Department of Recreation, Police Department and Municipal Service with the recommendation they sign a hold harmless agreement created by the Legal Department and add the city of Wyandotte to their insurance policy.

Wyandotte Family Church – July 17th 2022
Property Use: Bishop Park and Pavilion Area
Use Time: 8 am – 1 pm
Estimated number of attendees: 150

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: We request your support of this event and send along needed paperwork to the Special Events Coordinator, Department of Public Service, Police and Fire Cheifs/Departments and Recreation Department.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Events Coordinator, Police and Fire Departments, Department of Public Service and Recreation.

LIST OF ATTACHMENTS:

1. Wy. Family Church 2022

RESOLUTION

Item Number: #3
Date: May 9, 2022

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the use of City property, specifically Bishop Park and the Pavilion Area, for the Wyandotte Family Church Picnic/Event to be held on July 17th, 2022 from 8AM-1PM.

BE IT FURTHER RESOLVED that this event has been reviewed and approved by the Department of Public Service, Department of Recreation, Police Department and Municipal Service with the recommendation the organization signs a hold harmless agreement created by the Legal Department and adds the city of Wyandotte to their insurance policy.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

Application for Special Event

Special Events Office, City of Wyandotte * 3200 Biddle Avenue Wyandotte, Michigan 48192

P: 734-324-4502 F: 734-324-7283 * hthiede@wyandottemi.gov

Date of proposed event: July 17, 2022 Times: 8:00 - 13:00

Name of Applicant: Jonathan Name of Business or Organization: Wyandotte Family Church

Type of legal entity of your business/organization: church

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

Name of individual authorized to sign documents on behalf of your business/organization: Jeremy Gyorke

Address: 1165 Ford Ave #100 48192 Email: jeremy@wyandottefamily.org Cell Phone: _____

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Events Office.

Site of proposed event: Bishop Park

Estimated maximum number of persons expected at the event for each day: 150

Is Alcohol going to be served or provided at this event: No Do you have a license: _____

Do you need water hook up for this event? yes Where? concession Used for: fill baptisms about 100 gallons

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event(SE)Office along with this application if you require power at your event. If your event is approved by the City Departments and Mayor and City Council, you will must submit detailed power needs to the SE Office no later than 20 days prior to your event set up. After this information is given to the SE Office, it will be sent to the Municipal Service Department for processing. You will be contacted as to when and where you can pick up your power boxes before the event. Any other process other than what is noted above is void and power will not be supplied at your event.

Application fee: Please check off the city services that you require for your event below. The application fee will be determined by the amount of city needs. (This does not include the fees for city services or over time costs before/during/after your event)

☐ No city services requested: (\$50 fee made payable to the City of Wyandotte)

☐ Department of Public Service needs: fencing, road closures

☒ Electrical Hook Up ☐ Water Hook Up

☐ Wyandotte Police Department assistance: Security, patrol, etc.

☐ Wyandotte Fire Department assistance: Site inspection, EMS on site, etc.

☐ City Department Meeting prior to event for review of event details, planning on site needs, etc.

Total items check: _____

No city services required: \$50 application fee

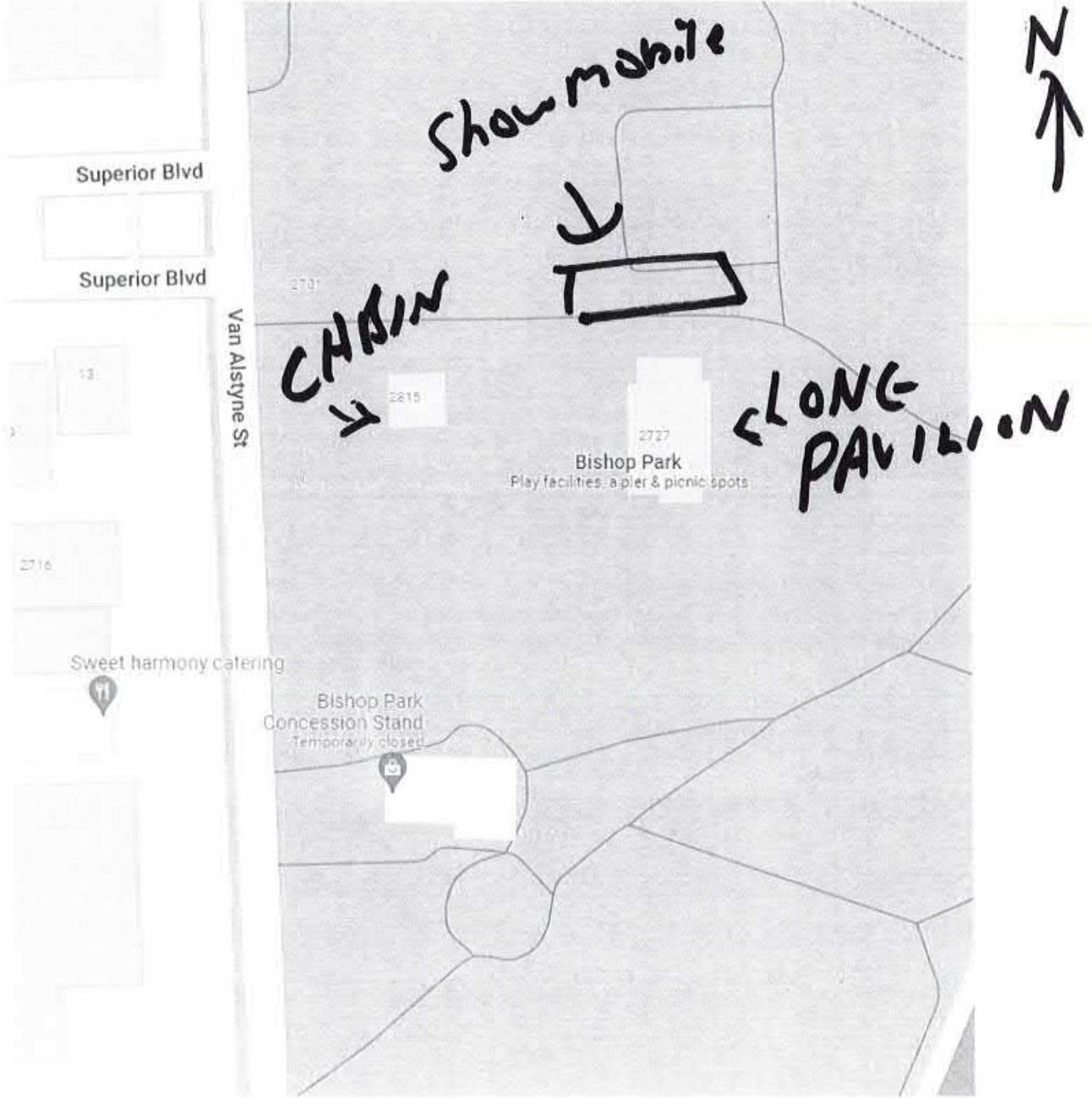
One box: \$100 application fee Two or more boxes: Please add \$50 for each item checked - If all boxes are checked- \$300 application fee

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

Information of approval is sent to applicant: hold harmless agreement, resolution for your files. Event details are requested from applicant: Exact amount of power needed and locations, insurance documents, copy of liquor license, additional city needs, etc.

Date filing this application: 4/13/22 If submitting this application past the listed deadlines please include a late fee of \$50 with ap

[illegible]



Wyandotte Family Church
July 17, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHUPP INSURANCE AGENCY PO BOX 718 STURGIS, MI 49091	CONTACT NAME: Rodney Chupp PHONE (A/C, No, Ext): (269)651-8400 FAX (A/C, No): (269)659-8520 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: GUIDE ONE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GUIDE ONE INSURANCE COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Wyandotte Family Church 1165 Ford Ave, Suite 100 Wyandotte, MI 48192															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		10014859	2/2/2022	2/2/2023	EACH OCCURRENCE \$ 1,000,000								
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000														
	MED EXP (Any one person) \$ 10,000														
	PERSONAL & ADV INJURY \$ 1,000,000														
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$							
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10014860	1/31/2022	1/31/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">PER STATUTE</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT \$ 100,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$ 100,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$ 500,000</td> <td></td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT \$ 100,000		E.L. DISEASE - EA EMPLOYEE \$ 100,000		E.L. DISEASE - POLICY LIMIT \$ 500,000	
	PER STATUTE						OTH-ER								
	E.L. EACH ACCIDENT \$ 100,000														
E.L. DISEASE - EA EMPLOYEE \$ 100,000															
E.L. DISEASE - POLICY LIMIT \$ 500,000															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Normal church operations

The City of Wyandotte is listed as an Additional Insured on the general liability policy for event being held July 17, 2022

CERTIFICATE HOLDER
CANCELLATION

 City of Wyandotte
 3200 Biddle Avenue
 Wyandotte, MI 48192

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800921890[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** WYANDOTTE FAMILY CHURCH**The name of the DOMESTIC NONPROFIT CORPORATION:** WYANDOTTE FAMILY CHURCH**Entity type:** DOMESTIC NONPROFIT CORPORATION**Identification Number:** 800921890 **Old ID Number:** 70503M**Date of Incorporation in Michigan:** 06/05/2009**Purpose:** Ecclesiastical**Term:** Perpetual**Most Recent Annual Report:** 2021**Most Recent Annual Report with Officers & Directors:** 2020**The name and address of the Resident Agent:**

Resident Agent Name: JEREMY GYORKE

Street Address: 1165 FORD AVE

Apt/Suite/Other: STE 100

City: WYANDOTTE

State: MI

Zip Code: 48192

Registered Office Mailing address:

P.O. Box or Street Address: 1165 FORD AVENUE

Apt/Suite/Other: STE 100

City: WYANDOTTE

State: MI

Zip Code: 48192

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	JEREMY GYORKE	.
TREASURER	CHRIS CHASTAIN	1165 FORD AVE 100 WYANDOTTE, MI 48192 USA
SECRETARY	CAROL BREWER	1165 FORD AVE WYANDOTTE, MI 48192 USA
DIRECTOR	JAMES PETERSON	1165 FORD AVE WYANDOTTE, MI 48192 USA
DIRECTOR	JULIE GYORKE	1165 FORD AVE WYANDOTTE, MI 48192 USA
DIRECTOR	PAUL SEBOROWSKI	1165 FORD AVE 100 WYANDOTTE, MI 48192 USA

Act Formed Under: 327-1931 Michigan General Corporation Act☐ **Written Consent****View filings for this business entity:**

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT

For use by **DOMESTIC NONPROFIT CORPORATION**

(Required by Section 911, Act 162, Public Act of 1982)

The identification number assigned by the Bureau is: 800921890

Annual Report Filing Year: 2021

1. Corporation Name:

WYANDOTTE FAMILY CHURCH

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 1st Day of September, 2021 by:

Signature	Title	Title if "Other" was selected
Jonathan Ragsdale	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 4

ITEM: Social District Permit Applications

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Submitted for your consideration are two Social District Permit Applications for the licensed establishments commonly known as H2O Seafood and Gizzmo's, which would allow for their participation in the Downtown Wyandotte Social District in accordance with our Local Maintenance and Operations Plan. Upon the City's approval, the Permit Applications will be sent to the Michigan Liquor Control Commission (MLCC) for final approval.

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

ACTION REQUESTED: The DDA Director is requesting Mayor and City Council to approve the Social District Permit Applications for H2O Seafood and Gizzmo's.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The DDA Director will work alongside the City Clerk in processing the Social District Applications.

LIST OF ATTACHMENTS:

1. Social District Permit Application Gizzmos
2. Social District Permit Application H2O Seafood

RESOLUTION

Item Number: #4
Date: May 9, 2022

RESOLUTION by Councilperson _____

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 establishments/licensees located within said Social District and Commons Area have submitted applications for Social District Permits;

H2O Seafood - 3233 Biddle Avenue
Gizzmos - 3225 Biddle Avenue

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 Michigan Liquor Control Commission (MLCC);

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council hereby approve the two Social District Permit Applications 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 Applications and submit the completed applications to the DDA Director for submission to the Michigan Liquor Control Commission.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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



Social District Permit Application

Part 1 - Licensee Information

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: <u>Gizzmos Inc</u>		
Address: <u>3225 Biddle</u>		
City: <u>Wyandotte</u>	State: <u>MI</u>	Zip Code: <u>48192</u>
Contact Name: <u>Alvin R. Fritz</u>	Phone: _____	Email: _____

Part 2 - Required Documents & Fees

<input type="checkbox"/> Local Governmental Unit Approval <input checked="" type="checkbox"/> Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)	
<input checked="" type="checkbox"/> \$70.00 Inspection Fee (MLCC Fee Code 4036)	TOTAL DUE: <u>320.00</u>
<input checked="" type="checkbox"/> \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	
Make checks payable to State of Michigan	

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

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

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

<u>Alvin R. Fritz</u>	<u>Alvin R. Fritz</u>	_____
Print Name of Licensee & Title	Signature of Licensee	Date

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

**HOLD HARMLESS AGREEMENT
FOR SOCIAL DISTRICT PERMIT**

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

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

This is intended to be a continuous Hold Harmless throughout the 2022 calendar year.

Agreed to this 1ST day of MAY, 2022.

Name: Alvin R. FRITZ Title: owner

Organization or company: GIZZMOS INC.

Licensee Name: GIZZMOS / ALVIN R. FRITZ

Address: 3225 BIDDLE

City: Wyandotte MI 48192 Phone: _____

Signature: Alvin R. Fritz

**HOLD HARMLESS AGREEMENT
FOR SOCIAL DISTRICT PERMIT**

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

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

This is intended to be a continuous Hold Harmless throughout the 2022 calendar year.

Agreed to this 1st day of MAY, 2022.

Name: ALVIN R. FRITZ Title: owner

Organization or company: H2O SEAFOOD

Licensee Name: ALVIN'S PROPERTIES

Address: 3233 BIDDLE

City: WYANDOTTE MI 48192 Phone: _____

Signature: _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 5

ITEM: Central Business District (CBD) Snow Removal Assessment

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Department of Public Service performs snow removal for the Central Business District (CBD) in accordance with Section 174.045 through Section 174.047 of the City Charter.

STRATEGIC PLAN/GOALS: The City is committed to maintaining and developing an excellent Downtown.

ACTION REQUESTED: Approve said charges to be placed as a special assessment against properties in the CBD.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Reimburse costs of labor, equipment and materials used by the Department of Public Service.

IMPLEMENTATION PLAN: The Finance Department to spread said charges on the 2022 Tax Roll against said properties.

LIST OF ATTACHMENTS:

1. CBD Snow Removal Cost 2021-2022
2. Snow Roll 2021-2022

RESOLUTION

Item Number: #5
Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED that the Council concurs with the recommendation of the City Engineer in his communication regarding the Snow Removal for the Central Business District, performed by the Department of Public Service;
AND

BE IT RESOLVED that Council directs the Finance Department to spread said charges on the 2022 Summer Tax Roll against said properties.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

WORK ORDER #68212
PARKS DEPT. SNOW ROLL CBD
2021 – 2022

Material	15,581.23
Equipment	16,191.22
Labor	6,750.95
Fringe (.5796)	3,912.85
TOTAL	42,436.25

w/council/snow roll work sheet

City of Wyandotte
Allocation of Snow Removal - Central Business District

2021 - 2022

					Total Cost	<u>\$42,436.25</u>
*Indicates City Property	Address	Street	Sidwell #	LF	%	Amount to Be Billed
	2455 BIDDLE		57 010 12 0005 000	459.68	1.78%	\$755.26
	2455 BIDDLE		57 010 18 0001 000	280.00	1.08%	\$460.04
*	2557 BIDDLE		57 010 18 0006 301	50.00	0.19%	\$82.15
*	2556 VAN ALSTYNE		57 010 18 0007 000	560.00	2.17%	\$920.09
	2651 BIDDLE		57 010 20 0005 000	460.00	1.78%	\$755.79
	2903 BIDDLE		57 011 03 0001 001	150.00	0.58%	\$246.45
	2909 BIDDLE		57 011 03 0001 002	38.48	0.15%	\$63.22
	2915 BIDDLE		57 011 03 0002 000	50.00	0.19%	\$82.15
	2935 BIDDLE		57 011 03 0003 001	100.00	0.39%	\$164.30
	2945 BIDDLE		57 011 03 0005 001	19.00	0.07%	\$31.22
	2955 BIDDLE		57 011 03 0005 002	57.00	0.22%	\$93.65
	2959 BIDDLE		57 011 03 0006 002	144.00	0.56%	\$236.59
*	LOT 1 PARKING		57 011 03 0007 000	558.48	2.16%	\$917.59
*	2610 BIDDLE		57 010 21 0005 000	230.00	0.89%	\$377.89
*	2624 BIDDLE		57 010 21 0007 000	50.00	0.19%	\$82.15
*	2630 BIDDLE		57 010 21 0008 001	43.00	0.17%	\$70.65
	2822 BIDDLE		57 011 05 0004 000	294.72	1.14%	\$484.23
	2836 BIDDLE		57 011 05 0005 002	29.00	0.11%	\$47.65
	2836 BIDDLE		57 011 05 0006 002	21.00	0.08%	\$34.50
	2840 BIDDLE		57 011 05 0006 003	25.00	0.10%	\$41.08
	2844 BIDDLE		57 011 05 0007 001	25.00	0.10%	\$41.08
	2848 BIDDLE		57 011 05 0007 002	25.00	0.10%	\$41.08
	72 OAK		57 011 05 0008 000	465.93	1.80%	\$765.53
	97-93 OAK		57 011 08 0001 004	153.01	0.59%	\$251.40
	2912 BIDDLE		57 011 08 0001 001	160.00	0.62%	\$262.88
	2922 BIDDLE		57 011 08 0001 002	22.00	0.09%	\$36.15
	2926 BIDDLE		57 011 08 0002 002	44.48	0.17%	\$73.08
	2934 BIDDLE		57 011 08 0003 001	33.70	0.13%	\$55.37
	2938 BIDDLE		57 011 08 0003 003	51.54	0.20%	\$84.68
	2944 BIDDLE		57 011 08 0004 001	51.54	0.20%	\$84.68
	2948 BIDDLE		57 011 08 0004 002	51.54	0.20%	\$84.68
	2954 BIDDLE		57 011 08 0005 001	44.32	0.17%	\$72.82
	2958 BIDDLE		57 011 08 0005 002	58.76	0.23%	\$96.54
	2962 BIDDLE		57 011 08 0006 306	51.57	0.20%	\$84.73
*	98 ELM		57 011 08 0006 003	187.87	0.73%	\$308.67
	3000 BIDDLE		57 011 99 0001 001	212.04	0.82%	\$348.38
	3024 BIDDLE		57 011 99 0002 000	58.54	0.23%	\$96.18
	3030 BIDDLE		57 011 99 0003 000	70.86	0.27%	\$116.42
	3042 BIDDLE		57 011 99 0004 000	105.54	0.41%	\$173.40
	3050 BIDDLE		57 011 99 0005 000	41.06	0.16%	\$67.46
	100 OAK		57 011 06 0008 300	200.00	0.77%	\$328.60
	116 OAK		57 011 06 0009 000	50.00	0.19%	\$82.15
	128 OAK		57 011 06 0010 000	50.00	0.19%	\$82.15
	166 OAK		57 011 06 0011 000	350.00	1.36%	\$575.05
	167 OAK		57 011 07 0001 000	50.00	0.19%	\$82.15

*	LOT 11 OAK PKG	57 011 07 0002 000	50.00	0.19%	\$82.15
*	LOT 11 OAK PKG	57 011 07 0003 000	50.00	0.19%	\$82.15
*	LOT 11 OAK PKG	57 011 07 0004 000	150.00	0.58%	\$246.45
*	LOT 11 OAK PKG	57 011 07 0007 000	190.00	0.74%	\$312.17
*	2958 1ST	57 011 07 0008 000	315.00	1.22%	\$517.55
	140 ELM	57 011 07 0011 002	75.00	0.29%	\$123.23
	152 ELM	57 011 07 0013 000	240.00	0.93%	\$394.32
	131 ELM	57 011 09 0001 000	260.00	1.01%	\$427.18
	131 ELM	57 011 09 0003 002	80.00	0.31%	\$131.44
	3008 1ST	57 011 09 0005 000	180.00	0.70%	\$295.74
	3016 1ST	57 011 09 0006 300	50.00	0.19%	\$82.15
*	10 PARKING	57 011 09 0007 000	100.00	0.39%	\$164.30
	100 MAPLE	57 011 09 0009 300	230.00	0.89%	\$377.89
	130 MAPLE	57 011 09 0011 000	50.00	0.19%	\$82.15
	142 MAPLE	57 011 09 0012 000	50.00	0.19%	\$82.15
	150 MAPLE	57 011 09 0013 000	50.00	0.19%	\$82.15
	3037 2ND	57 011 09 0014 001	70.00	0.27%	\$115.01
	166 MAPLE	57 011 09 0014 002	120.00	0.46%	\$197.16
	165 MAPLE	57 011 10 0001 001	230.00	0.89%	\$377.89
	145 MAPLE	57 011 10 0003 001	50.00	0.19%	\$82.15
	3106 BIDDLE	57 011 10 0004 302	315.62	1.22%	\$518.57
	3138 BIDDLE	57 011 10 0007 300	50.00	0.19%	\$82.15
	3144 BIDDLE	57 011 10 0008 001	25.00	0.10%	\$41.08
*	3150 BIDDLE	57 011 10 0008 002	25.00	0.10%	\$41.08
	3152 BIDDLE	57 011 10 0009 001	25.00	0.10%	\$41.08
	3160 BIDDLE	57 011 10 0009 002	25.00	0.10%	\$41.08
	3162 BIDDLE	57 011 10 0010 000	184.48	0.71%	\$303.10
	130 SYCAMORE	57 011 10 0011 002	165.00	0.64%	\$271.10
	269 OAK	57 011 12 0001 301	311.00	1.20%	\$510.98
	269 OAK	57 011 12 0004 311	64.00	0.25%	\$105.15
	229 OAK	57 011 18 0001 000	36.42	0.14%	\$59.84
	227 OAK	57 011 18 0002 000	36.42	0.14%	\$59.84
	225 OAK	57 011 18 0003 000	36.42	0.14%	\$59.84
	223 OAK	57 011 18 0004 000	36.42	0.14%	\$59.84
	221 OAK	57 011 18 0005 000	36.42	0.14%	\$59.84
	219 OAK	57 011 18 0006 000	36.42	0.14%	\$59.84
	217 OAK	57 011 18 0007 000	36.42	0.14%	\$59.84
	204 ELM	57 011 12 0008 000	215.00	0.83%	\$353.25
	222 ELM	57 011 12 0009 002	65.00	0.25%	\$106.80
	232 ELM	57 011 12 0010 002	60.00	0.23%	\$98.58
	244 ELM	57 011 12 0012 000	50.00	0.19%	\$82.15
	258 ELM	57 011 12 0013 000	50.00	0.19%	\$82.15
	264 ELM	57 011 12 0014 000	190.00	0.74%	\$312.17
	3025 3RD	57 011 13 0001 000	190.00	0.74%	\$312.17
	255 ELM	57 011 13 0002 000	50.00	0.19%	\$82.15
	245 ELM	57 011 13 0003 000	50.00	0.19%	\$82.15
	233 ELM	57 011 13 0004 000	50.00	0.19%	\$82.15
	219 ELM	57 011 13 0005 000	50.00	0.19%	\$82.15
	213 ELM	57 011 13 0006 000	50.00	0.19%	\$82.15
	201 ELM	57 011 13 0007 000	190.00	0.74%	\$312.17
*	9 PARKING	57 011 13 0008 300	275.00	1.06%	\$451.83
	232 MAPLE	57 011 13 0010 310	80.00	0.31%	\$131.44
*	266 MAPLE	57 011 13 0012 002	275.00	1.06%	\$451.83
*	3131 3RD	57 011 14 0001 000	1,000.00	3.87%	\$1,643.01
	3005 BIDDLE	57 011 15 0001 000	201.50	0.78%	\$331.07

	3017 BIDDLE	57 011 15 0004 002	25.00	0.10%	\$41.08
	3025 BIDDLE	57 011 15 0005 002	46.60	0.18%	\$76.56
	3033 BIDDLE	57 011 15 0007 002	21.90	0.08%	\$35.98
	3037 BIDDLE	57 011 15 0008 001	20.00	0.08%	\$32.86
	3041 BIDDLE	57 011 15 0008 002	20.00	0.08%	\$32.86
	3099 BIDDLE	57 011 15 0009 002	255.00	0.99%	\$418.97
	3103 BIDDLE	57 011 15 0015 000	145.00	0.56%	\$238.24
	3107 BIDDLE	57 011 15 0016 000	50.00	0.19%	\$82.15
*	3131 BIDDLE	57 011 15 0018 300	250.00	0.97%	\$410.75
	3169 BIDDLE	57 011 15 0028 000	25.00	0.10%	\$41.08
	3171 BIDDLE	57 011 15 0029 001	85.00	0.33%	\$139.66
	66 SYCAMORE	57 011 15 0029 002	60.00	0.23%	\$98.58
	3203 BIDDLE	57 011 15 0030 000	157.50	0.61%	\$258.77
	3209 BIDDLE	57 011 15 0031 002	25.00	0.10%	\$41.08
	3215 BIDDLE	57 011 15 0032 002	25.00	0.10%	\$41.08
	3219 BIDDLE	57 011 15 0033 002	30.00	0.12%	\$49.29
	3225 BIDDLE	57 011 15 0034 002	27.50	0.11%	\$45.18
	3233 BIDDLE	57 011 15 0035 002	30.00	0.12%	\$49.29
	3239 BIDDLE	57 011 15 0037 000	50.00	0.19%	\$82.15
	3247 BIDDLE	57 011 15 0039 301	197.00	0.76%	\$323.67
*	PARKING	57 011 15 0044 000	100.00	0.39%	\$164.30
*	3 PARKING	57 011 15 0056 000	195.00	0.75%	\$320.39
*	5 PARKING	57 011 15 0069 002	153.00	0.59%	\$251.38
*	6 PARKING	57 011 15 0075 302	322.00	1.25%	\$529.05
*	3200 BIDDLE	57 020 01 0001 001	673.49	2.61%	\$1,106.55
*	CITY HALL PARKING	57 020 01 0001 002	1,160.00	4.49%	\$1,905.90
*	EUREKA BIDDLE SW	57 020 01 0002 000	327.88	1.27%	\$538.71
*	EUREKA BIDDLE SE	57 020 01 0008 002	11.40	0.04%	\$18.73
	3421 BIDDLE	57 020 01 0008 003	288.63	1.12%	\$474.22
	3455 BIDDLE	57 020 01 0008 004	76.12	0.29%	\$125.07
	3333 BIDDLE	57 020 01 0009 301	376.15	1.46%	\$618.02
	3366 BIDDLE	57 020 01 0003 004	244.21	0.95%	\$401.24
	3450 BIDDLE	57 020 01 0004 304	159.27	0.62%	\$261.68
	3460 BIDDLE	57 020 01 0004 002	159.27	0.62%	\$261.68
*	1 PINE	57 020 38 0003 303	50.00	0.19%	\$82.15
*		E Biddle-Pine to Wye	3,614.18	13.99%	\$5,938.15
		Viaducts	3,012.00	11.66%	\$4,948.76

*Indicates City Property

Total LF	25,828.30	100.00%	42,436.25
	should = total l.f. should = 100% should = \$total		

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 6

ITEM: Appointment to District Library Board

PRESENTER: Robert A. DeSana

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: As stated in the Premises of the District Library Agreement, the District Library shall be governed by a board consisting of five members, two of which will be appointed by the School District, two appointed by the City, and one to be selected at large by the four appointed members.

James Kresin has completed his term and is not seeking reappointment. Resident Paula Evans Neuman has expressed her willingness to serve and based on her experience and background, she would make an excellent addition to the board.

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

ACTION REQUESTED: Concur with Mayor DeSana's recommendation to appoint Paula Evans Neuman of 535 Pine, Wyandotte to the District Library Board. Term to expire June 2026.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

LIST OF ATTACHMENTS:

1. Paula Evans Neuman Application

RESOLUTION

Item Number: #6
Date: May 9, 2022

RESOLUTION by Councilperson _____

WHEREAS, James Kresin has completed his term on the District Library Board and is not seeking reappointment; and

WHEREAS, the Mayor and City Council thanks Mr. Kresin for his years of service; and

WHEREAS, Mayor DeSana is recommending that Paula Evans Neuman of 535 Pine St. be appointed to serve;

BE IT RESOLVED that the City Council hereby CONCURS with Mayor DeSana's recommendation to appoint Paula Evans Neuman to the District Library Board. Term to expire June 2026.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

CITY OF WYANDOTTE, MICHIGAN

APPLICATION FOR BOARDS AND COMMISSIONS

A separate application is required for each board or commission you wish to join.
 Applications remain active for one year from the date of submittal.
 Resumes are encouraged and may be attached to your completed application.

Name of Board or Commission for which you are applying: Library	
Name: Paula Evans Neuman	
Home Address: !	Work Address
Home Phone	Work Phone
Cell Phone :	Email
Please note your preferred method(s) of contact <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input type="checkbox"/> Email	
Residency, property or business ownership is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? ____ 43 ____	
<input type="checkbox"/> I am a property owner. If so, for how many years? ____ 43 ____	
<input type="checkbox"/> I am a business owner. If so, for how many years? ____	

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.
I was a reporter and editor with The News-Herald Newspapers for more than 30 years. After that, I worked for 10 years as a communications and marketing specialist for Wayne State University Law School. For the last few years, I have worked part-time as a reporter with Go Big Multi-Media. The company's publications include the Wyandotte Warrior.

Describe any experiences that led to your desire to serve the community.
I have been a devoted patron of Bacon Memorial Library for the last 43 years, and have donated scores of books over the years. I brought my children to the library, and now bring my grandchildren. We have enjoyed the programs for children very much, and once Covid is not an issue, I hope those programs continue to thrive and evolve.
I would very much like to serve the library, for it has served me and my family well for decades.

Employment: List your most recent employment experiences.

Company Name/Location	Position	Duties	Dates of Employment
Go Big Multi-Media	Feature writer	Write articles about local events and people	Since the company began a few years ago
Wayne State University Law School	Communications and marketing specialist	Write articles for Wayne Law's publications	2010-2020

The News-Herald Newspapers	Features editor	Write articles, assign work to reporters and edit their work, layout pages	Roughly 30 years, ending in 2010
----------------------------	-----------------	--	----------------------------------

Education: List your most recent educational experiences.

Educational Institution/School	Certificate/Degree Received	Dates
Wayne State University	230 credits, mostly in liberal arts, and a certification in dietetics assistance (two-year program)	1969-80
Michigan Technological University, Hillsdale College, University of Arizona in Guadalajara, Mexico	I traveled, got married along the way, worked to put my husband through school, and eventually transferred whatever credits I could to Wayne.	

Volunteerism: List your most recent volunteer experiences.

Organization	Role	Dates

Supplemental Information: Please review our **Guidelines for Boards and Commissions** for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat.

Boards and Commissions Application Page | 2

Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, the community urges you to apply for consideration. Wyandotte needs citizens with diverse backgrounds on its boards and commissions.

Important Public Records Information: All information submitted in this application is public information

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

 3/22/22 **Applicant's Signature Date**

Return completed forms to

Office of the Mayor, City of Wyandotte, Michigan, 3200 Biddle Avenue, Suite 300, Wyandotte, MI 48192

Please check below if you have experience in:

- ☐ Advertising/Marketing/Public Relations
- ☐ Architecture/Engineering
- ☐ Arts/Culture/History
- ☐ AutoCAD/Drafting/GIS
- ☐ Business
- ☐ Coaching/Sports
- ☐ Construction/Carpentry
- ☐ Electrical work/contracting
- ☐ Education
- ☐ Event Planning
- ☐ Forestry
- ☐ Horticulture
- ☐ Landscape Architecture
- ☐ Law
- ☐ Planning/Zoning
- ☐ Property Maintenance/Management
- ☐ Plumbing work/contracting
- ☐ Real Estate/Development
- ☐ Gardening/Landscaping
- ☐ Government

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 7

ITEM: Appointment to Cultural and Historical Commission

PRESENTER: Robert A. DeSana

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Ken Navarre has resigned from the Cultural and Historical Commission.

Mayor DeSana is recommending that Wally Hayden who has previously served on the commission be appointed to fill the unexpired term.

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

ACTION REQUESTED: Adopt a resolution supporting the appointment of Wallace Hayden, 502 Mulberry, Wyandotte, MI 48192, as a member of the Cultural & Historical Commission to fill the unexpired term of Kenneth Navarre.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

LIST OF ATTACHMENTS:

1. Navarre Resignation

RESOLUTION

Item Number: #7
Date: May 9, 2022

RESOLUTION by Councilperson _____

WHEREAS, Kenneth Navarre has resigned from the Cultural and Historical Commission; and

WHEREAS, the Mayor and City Council thank Mr. Navarre for his years of service;

RESOLVED that Council hereby CONCURS with the recommendation of Mayor DeSana to appoint Wallace Hayden of 502 Mulberry, Wyandotte, MI 48192 to the Cultural & Historical Commission to fill the unexpired term of Kenneth Navarre. Term to expire December 2024.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

April 26, 2022

City of Wyandotte
Mayor Robert A. DeSana
3200 Biddle Ave.
Wyandotte, MI 48192

Dear Mayor DeSana,

Please let this letter serve as my resignation from the Cultural and Historical Commission, effective April 26, 2022.

Sincerely,


Kenneth Navarre

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 8

ITEM: Reappointments to Zoning Board of Appeals

PRESENTER: Robert A. DeSana

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Several members of the Zoning Board of Appeals have fulfilled their terms and have expressed a desire to continue to serve. Planning Commission is three year terms that expire in May.

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

ACTION REQUESTED: Adopt a resolution to concur with the Mayor's request to reappoint James Gillon, Richard Szymczuk and Giuseppe DiSanto to the Zoning Board of Appeals.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

LIST OF ATTACHMENTS: None

RESOLUTION

Item Number: #8
Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor DeSana to reappoint James Gillon, Richard Szymczuk and Giuseppe DiSanto to the Zoning Board of Appeals. Terms to expire May 2025.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 9

ITEM: Bid Award #4827: WMS Purchase of Wire Pulling Trailer

PRESENTER: Ryan Smith – Electric T&D Superintendent

INDIVIDUALS IN ATTENDANCE: Paul LaManes- General Manager

BACKGROUND: The Wyandotte Municipal Services Electric Department is in need of purchasing a reel/wire pulling trailer. This will replace trailer #740 purchased in 1981. Bids were solicited via bid #4827 and were due 4/26/2022 with one bid submitted, from Sauber Mfg. Company. The trailer will be used to haul equipment and reel/pull electric wire for T&D construction projects. Recently, Wyandotte had to borrow a similar trailer from the Village of Chelsea electric utility for use on current projects. The Sauber Model 1555 three-in-one trailer was bid, meets the specs published and also comes with a 10-year comprehensive platform warranty.

STRATEGIC PLAN/GOALS: Improving our distribution facilities

ACTION REQUESTED: Concur with the Municipal Services Commission in approving a resolution to allow the Wyandotte Municipal Services General Manager to sign a purchase agreement for a Sauber Model 1555 three-in-one wire trailer with the sole bidder under bid #4827, Sauber Manufacturing Company, in the amount of \$26,741.00, as recommended by WMS Management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Approved FY22 Capital Budget for account 591-000-970-000-1011TD – T&D Construction.

IMPLEMENTATION PLAN: Subsequent to Council concurrence, execute Purchase Order in the amount of \$26,741.00 for Sauber Mfg.

LIST OF ATTACHMENTS:

1. Sauber Trailer Attachments

RESOLUTION

Item Number: #9
Date: May 9, 2022

RESOLUTION by Councilperson _____

BE IT RESOLVED by City Council that Council concurs with the Municipal Services Commission in awarding bid #4827 to Sauber Manufacturing, the sole bidder under Bid #4827, for a Sauber Model 1555 three-in-one trailer, in the amount of \$26,741.00, as recommended by WMS Management

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

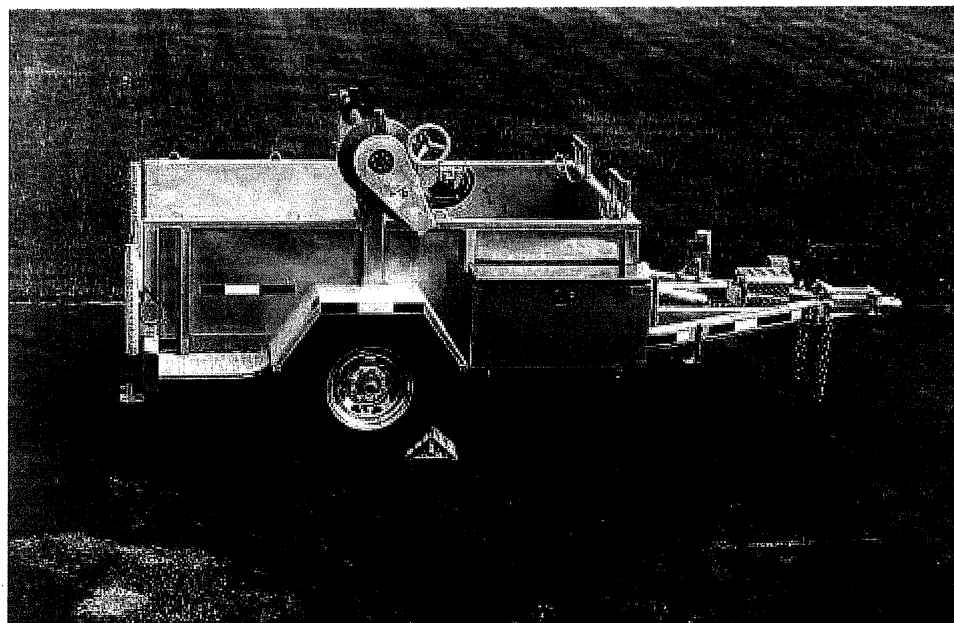
SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec



Request for Proposal

Wyandotte Municipal Services

Utility/Wire Pulling Trailer

Bid Number 4827

4/12/2022



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1.0 Instruction to Bidders

1.1. Request for Proposal – Utility and Wire Pulling Trailer

Wyandotte Municipal Services (WMS) is a municipally owned electric, water and telecommunications department for the City of Wyandotte, Michigan.

All inquiries or requests regarding this RFP must be submitted, in writing or via email, no later than Friday, 04/21/2022 to the project manager at the address indicated below. Only written responses from the project manager will be binding with regard to inquiries requesting clarifications or additional information. The project manager's written responses will be forwarded simultaneously to all prospective bidders.

No other individuals at Wyandotte Municipal Services will have the authority to respond to this RFP. Attempts to question other employees regarding this RFP will result in the bidder's disqualification.

WMS has designated Ryan Smith, as the project manager, with overall project responsibility for administration of the project. His contact information is as follows:

Wyandotte Municipal Services
Utility/Wire Pulling Trailer
Bid # 4827
Attention: Ryan Smith
3605 11th Street
Wyandotte, MI 48192

Or via email at:
rsmith@wyandottemi.org

1.2. Submission of Proposal

The bidder must send or deliver (via postal/parcel services, or hand deliver), one (1) copy of the response to this RFP to WMS at the address provided below. All responses must be complete and accurate and should be supplied in **sealed** packaging marked with the bidder's name and address, bid number 4827 and sent or delivered to the address below.

Wyandotte Municipal Services
Attention: Beth Lekity – Deputy City Clerk
3200 Biddle Ave
Suite 100
Wyandotte, MI 48192

All bids must be received by 12:00 p.m. Eastern Time 04-26-2022

Bid Opening will be on Wednesday, April 26th at 2:00 p.m. at the Wyandotte Municipal Services Offices as noted above.

Wyandotte Municipal Services will review and evaluate the written responses to this RFP. WMS may conduct additional interviews with selected bidders for the purpose of further exploring and clarifying the bidder's response. RFP responses will be evaluated to ascertain which proposal is most advantageous to the utility. Wyandotte Municipal Services reserves the right to accept, refuse, or defer any or all of the proposals submitted at any time in the proposal process.

The proposal **MUST** be submitted with the following:

1. A written proposal, including firm pricing, in response to section 2.0
2. Bidder Qualifications Questionnaire – completed (Appendix A)
3. Contract Agreement (if required) (Appendix D)
4. Signed Collusion Affidavit (Appendix C)

1.3. RFP Schedule

RFP released	4/12/2022
RFP written questions due	4/21/2022
RFP receipt deadline (bid opening)	4/26/2022 at 2:00 p.m.

2.0 Specifications of trailer

Trailer must be made of all steel construction with galvanized finish on entire frame. Stainless steel components will be allowed.

Cargo area will be a 96" X 64"

GVWR of 8750

Axle rating of 7000lbs

Trailer fenders (Galvanized) with mud flaps

Trailer jack with swivel castor able to support full rating of trailer

Grade 70 3/8" safety chains with clevis hooks mounted with grade 8 hardware

Two adjustable telescoping outriggers

3" galvanized 60,000lb rated pintal eye with height adjustability

Electric trailer brakes including 12v battery and solar charging panel

All led trailer lighting

Reel bar assembly

Must be removable from trailer

2.25 galvanized reel bar

Externally powered hydraulic motor capable of 1300ft-lbs of torque at fully adjustable rpm up to 18RPM

Must hold line tension in neutral while engaged

Tensioning brakes 16-inch cast bronze vented, fully adjustable

Capable of tensioning 5000 ft of wire at full braking torque of 3000 ft-lbs.

Ground connection

Galvanized all steel wheel chocks, two (2)

Reflective markings meeting DOT-C2-2

Must have 10 year warranty on all structural parts and galvanized finish

MITN Purchasing Group

Michigan local government bids & RFPs

MITN Purchasing Group

Welcome to the MITN Purchasing Group!

The Michigan Inter-governmental Trade Network (MITN) participating local government purchasing departments invite vendors to register for exclusive access to RFPs, bids and awards on the bid system. Registered vendors benefit with access to bid information & documents in a central location from nearly 200 Michigan local governments. Please register or Login to access open bids and RFPs.

Bids published before June 10, 2017 may be found at the Legacy site.


Surplus Auctions Important Note: Surplus Auctions may be found at the Legacy site.


[Open Solicitations](#) [Closed Solicitations](#)

Filters [1 Groups Bids](#) [0 Statewide & Federal Bids](#) [What's the difference?](#)

Published Date (Newest first)

Utility/wire pulling trailer
City of Wyandotte
Michigan

 Published 04/12/2022

 Closed Bid 04/26/2022

Vendor Registration

Grow your government business in Michigan! Register today to receive real-time notifications of matching bids, access documents & receive real-time addendum.

REGISTER NOW

**CITY OF WYANDOTTE
BID DEPOSIT LOG SHEET**

Bid #: Bid Description: Bid Date:		4827 Utility/Wire Pulling Trailer 4/26/2022					
		Bidder/ Business Name	Address (City, State)	Amount	Check #/ Bid Bond (Y/N)	Check Return Date	Signature
		1 Sauber Mfg. Co.	10 N. Sauber Rd Virgil, IL 60151	\$26,741 ⁰⁰	—		
2							
3							
4							
5							
6							
7							
8							
9							
10							

Sauber Manufacturing Company
10 N. Sauber Road
Virgil, IL 60151

4/15/2021

For the Bid #4827 the price will be \$26,741 which includes Delivery charge. This does not include any taxes. It does not include Sales Tax.



Michael Hahn

Sauber Mfg. Co.

MikeHahn@SauberMfg.com

Your Phone 630-492-5006



Phone 630.655.6600
SAUBERMFG.COM

BIDDER QUALIFICATIONS QUESTIONNAIRE

All questions must be answered clearly and in a comprehensive manner. Any bidder failing to answer all questions may be rejected on these grounds. It is understood that by submitting a signed bid the Contractor is certifying the correctness of all statements and is hereby under oath. If necessary, the bidder may use additional sheets to answer these questions (when complete any additional sheets that are used must be attached to this Qualification Statement). The bidder may submit any additional information he/she desires.

1. Name of Bidder

Sauber mfg.

2. Permanent Main Office Address

10 N Sauber Rd
Virgil IL 60151

3. When (Name of Bidder) Organized?

1968

4. If a Corporation Where (Name of Bidder) Incorporated?

Illinois

5. How many years have you been operating under the (Name of Bidder) name?

54

6. What other names has/are the principals of (Bidder) operated (ing) under that was/is associated with the related industry?

7. Have the principals of (Bidder) filed for Chapter 11 or Chapter 13 for protection of (Name of Bidder) or for any other asbestos abatement related firm, company or organization in the last five years? Describe.

NO

8. State the number of years this Bidder has been performing this type of service work.

35 yrs

9. Have you (Bidder and other entities identified in question 6 answers) ever failed to complete any work awarded to you?

NO

If yes, where and why?

10. Have you (Bidder and other entities identified in question 6 answers) ever defaulted on a contract?

NO

If yes, where and why?

5.0 Appendix C: Collusion Affidavit

The Affidavit set forth below must be executed on behalf of the Bidder and furnished with each Proposal.

State of Illinois ss:

County of Kane

Michael Hanu, being duly sworn, deposes and says he/she is the Agent of Sauber, the Bidder, which has submitted, on or about the 15 day of April, 2022 or will submit to Wyandotte Municipal Services, Wyandotte, Michigan, a proposal for Reel Trailer (item being Proposal), all as fully set forth in said proposal and that except as specified below, the aforementioned Bidder constitutes the only person, firm or corporation having any interest in said Proposal or in any contract, benefit or profit which may, might or could accrue to grow out of the acceptance in whole or in part of said proposal, said exceptions being as follows:

No exceptions

(If no exceptions, please state)

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

Michael J. Hanu
(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above-named State and County this 14 day of April, 2022

Gregory J. [Signature]
(Notary Public)

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 10

ITEM: WMS Intergovernmental (Cooperative) Purchase Award – 3665 11th Street Furniture

PRESENTER: Paul LaManes - GM

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Wyandotte ConneX Headend and Converter Room operations, I/T network management and Electric Department support staff functions are all earmarked to move into the refurbished 11th Street building. The building is currently slated for completion on 7/31/22 with the Headend operational by 9/15/22. Existing furniture at the present locations is dated and beyond useful life. The City of Wyandotte currently participates in an Intergovernmental (Cooperative) purchase program with Omnia Partners (formerly US Communities/National IPA – participation # 2559482) along with other communities including Riverview and Southgate. Items under this program are bid via a competitive solicitation RFP process by a lead public/governmental agency, similar to MiDEAL. Delivery time is 3 – 4 weeks subsequent to ordering.

STRATEGIC PLAN/GOALS: Providing the public with friendly, responsive, reliable and customer-focused services that are fiscally responsible.

ACTION REQUESTED: Concur with the Municipal Services Commission in authorizing the General Manager to award an intergovernmental (cooperative) purchase bid to Omnia Partners for an amount not to exceed \$58,582.19 for the purchase of HON furniture for 3665 11th Street, as recommended by WMS management.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Cable portion funded by 2020 Cable Bonds and budgeted as capital for FY22 under 594-000-970-000-1052CA System Eval./Rebuild. Electric portion budgeted as capital for FY22 under 591-000-970-000-1501GM 3665 11th Street Buildout.

IMPLEMENTATION PLAN: Subsequent to City Council concurrence, work with project architect on final placement of order for furniture.

LIST OF ATTACHMENTS:

1. 11th Street Furniture Attachments

RESOLUTION

Item Number: #10

Date: May 9, 2022

RESOLUTION by Councilperson _____

BE IT RESOLVED by City Council that Council concurs with the Municipal Services Commission in the following resolution,

A resolution authorizing the General Manager to award an intergovernmental (cooperative) purchase bid to Omnia Partners for an amount not to exceed \$58,582.19 for the purchase of HON furniture for 3665 11th Street, as recommended by WMS management.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

Hello,

Below is the contracting process of OMNIA Partners and how it satisfies your procurement process. Also the state Statutes of Michigan allows for a City, County, K12 and the state itself to use cooperative purchasing for their betterment. If you have questions please feel free to give me a call. City of Wyandotte OMNIA Partners participation # is 2559482.

Competitive Solicitations Awarded by a Lead Agency Deliver Compliant Contracts

Link to video: <https://www.omniapartners.com/publicsector/about-us/contracting-process>

All cooperative purchasing agreements offered through OMNIA Partners have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g., state, city, county, public university or school district). The lead agency cooperative contracting process is the foundation of OMNIA Partners and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative purchasing, OMNIA Partners ensures that industry best practices, processes and procedures are applied.

Competitive Solicitation Process

1. The lead agency prepares a competitive solicitation while incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e., "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications. Pre-proposal conferences and meetings are conducted.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and ultimately awards the master agreement.
5. The cooperative contract is made available to public agencies, educational institutions and nonprofits nationwide as a "piggyback" contract.

OMNIA Partners is committed to the integrity of the public procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The lead agency procurement teams and the OMNIA Partners team of certified public procurement officials are available to answer any questions you may have or discuss the cooperative contracting process in detail.

Regards,

Tom Ford

Regional Manager Midwest WI, IL, IN, OH, MI
OMNIA Partners, Public Sector
847-372-3381 Cell

END OF DOCUMENT

Paul LaManes

From: Douglas Drysdale <ddrysdale@cityofriverview.com>
Sent: Wednesday, February 16, 2022 2:43 PM
To: Paul LaManes
Subject: Re: FW: Wyandotte

Here's what I found out:

We have both listed in our contracts for entering PO's so we have used them under both the old names. For U.S. Commodities for Zep, American Imaging (Copiers), State Wire and MicroSource (software). Then National IPA for CDW, MicroSource, SHI, and B&H Photo for Kim's Laptop and other computer related items and software. He seems to really like the pricing he gets through those vendors with the coop programs...

Douglas W. Drysdale, CPA

City Manager / Treasurer
City of Riverview, MI
(734) 281-4201

On Wed, Feb 16, 2022 at 2:04 PM Douglas Drysdale <ddrysdale@cityofriverview.com> wrote:

I think we have used them in the past under the US Communities name. Let me check w/ our purchasing dept and I'll get back to you.

Douglas W. Drysdale, CPA

City Manager / Treasurer
City of Riverview, MI
(734) 281-4201

On Wed, Feb 16, 2022 at 2:01 PM Paul LaManes <plamanes@wyandottemi.gov> wrote:

Doug, I noticed City of Riverview listed below. I'm verifying that you've utilized this co-op purchasing group before.

They used to be U.S. Communities/National IPA, both those groups merged into Omnia.

We are considering using them for the furniture for our remodeled building on 11th Street in lieu of a formal bid.

Thank you,

Paul L. LaManes, CPA

General Manager

Wyandotte Municipal Services

3200 Biddle Avenue, Suite 200

Wyandotte, MI 48192

PH: 734-324-7194

www.wyan.org

Email: plamanes@wyandottemi.gov



From: Tom Ford <tom.ford@omniapartners.com>

Sent: Wednesday, February 16, 2022 10:47 AM

To: Wayne Dutton <wayne@thomasrobertsarchitect.com>; Anna Sinagra <AnnaS@oexusa.com>; Paul LaManes <plamanes@wyandottemi.gov>

Subject: RE: Wyandotte

You don't often get email from tom.ford@omniapartners.com. [Learn why this is important](#)

Hello Everyone,

Thank you for your time today. Below is the contracting process of OMNIA Partners and how it satisfies your procurement process. Also the state Statutes of Michigan allows for a City, County, K12 and the state itself to use cooperative purchasing for their betterment. If you have questions please feel free to give me a call. [City of Wyandotte OMNIA Partners participation # is 2559482.](#)

List of Cities in Michigan who are participant and using contracts

- 1 City of Detroit
- 2 City Of Troy
- 3 City Of Saginaw
- 4 City Of Sterling Heights
- 5 WYANDOTTE MUNICIPAL SERVICES
- 6 City of Grand Rapids
- 7 City of Farmington Hills
- 8 City Of Lansing
- 9 City Of Rochester Hills
- 10 City Of Livonia
- 11 City of Midland
- 12 City of Novi
- 13 City of Portage
- 14 Holland Board of Public Works
- 15 City Of Royal Oak
- 16 City of Kentwood
- 17 City of Bay City
- 18 City of Riverview, MI
- 19 CITY OF SOUTHGATE

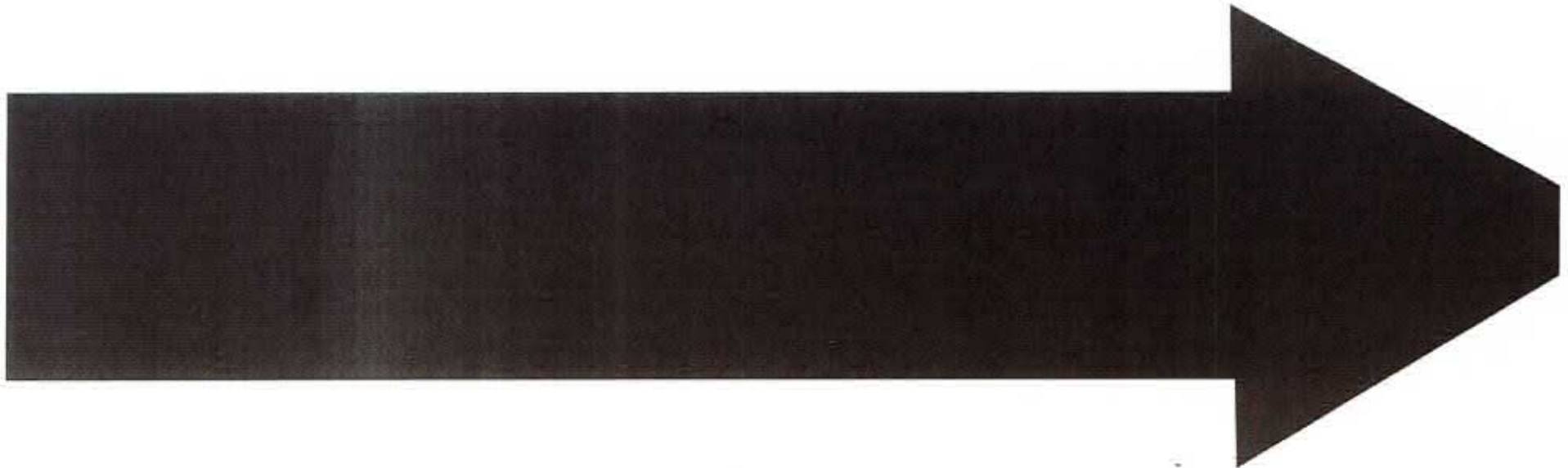
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Regards,

Tom

OMNIA Partners COVID-19 Resources

<https://www.omniapartners.com/publicsector/resources/covid-19>

Tom Ford

Regional Manager Midwest WI, IL, IN, OH, MI

OMNIA Partners, Public Sector

847-372-3381 Cell



www.omniapartners.com/publicsector

From: Wayne Dutton <wayne@thomasrobertsarchitect.com>

Sent: Wednesday, February 16, 2022 9:03 AM

To: Tom Ford <tom.ford@omniapartners.com>; Anna Sinagra <AnnaS@oexusa.com>; Paul LaManes <plamanes@wyandottemi.gov>

Subject: wyandotte

--
Wayne Dutton

Associate, Project Manager

THOMAS ROBERTS Architect

www.thomasrobertsarchitect.com

734 250 4148 cell

This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.



New furniture

Subject: Wyandotte WMS Project - 3665 11th Street

Date: 4-5-2022

Prepared By: Wayne Dutton, Associate / Project Manager

Dear Mr. LaManes,

The following is a summary of the new furniture planned for the 3665 11th Street project. Our firm has prepared a furniture design package which can be used for bidding purposes. Here below is a the summary of the design and our recommendation to bid the project through the services of Omnia Partners. Please let us know if you agree/approve of our recommendation and we will assist WMS with the bidding process.

SUMMARY:

1. Design:

- a. **See attached** furniture plan and images of the furniture.
- b. The furniture brand(s) and aesthetics match those of the furniture currently used at both the City Hall 2nd floor and the Central Fire Station. **See attached pictures.**
- c. This design has been reviewed and approved by both the Wyandotte Electrical and CATV departments.

2. Cost:

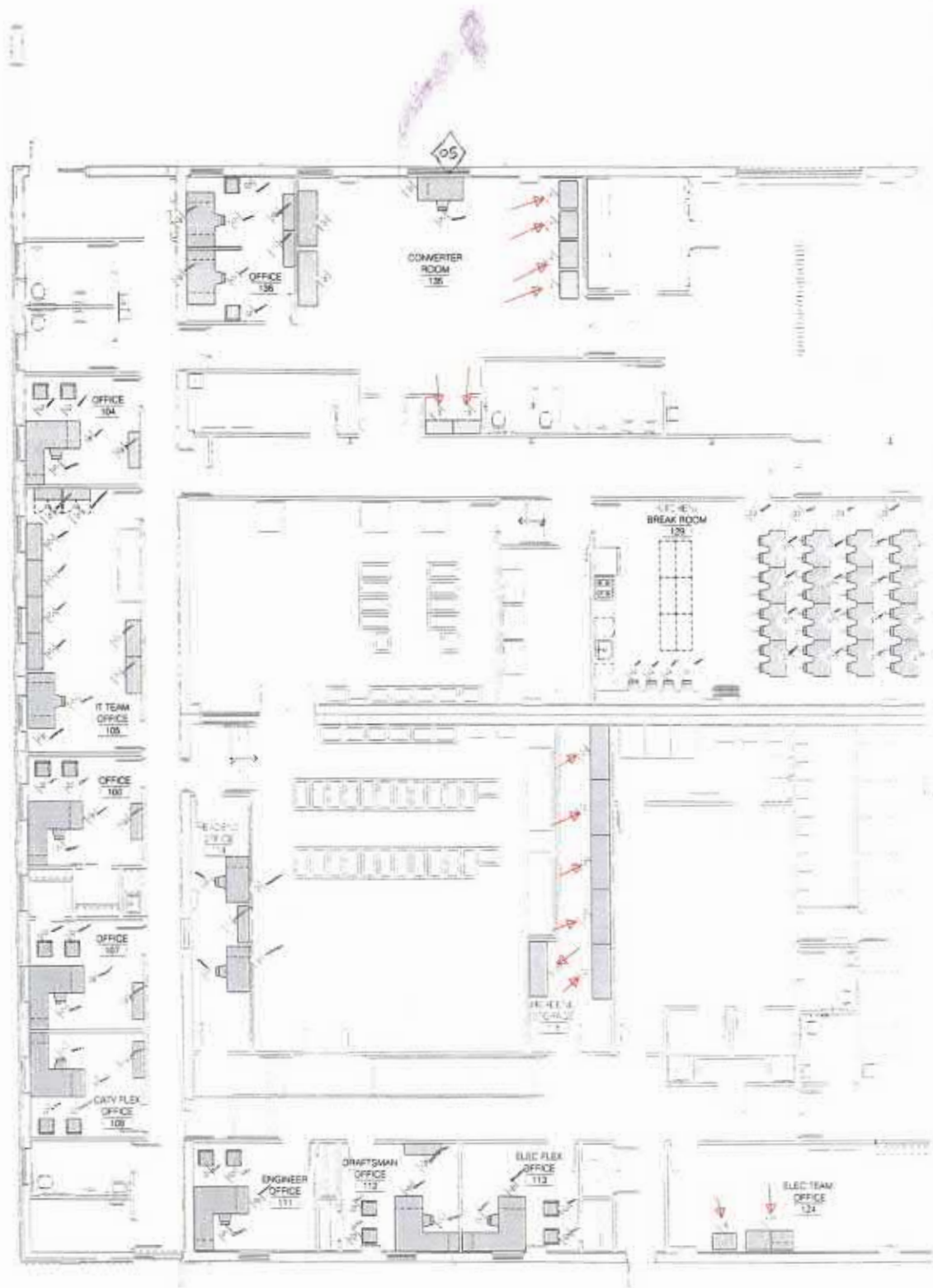
- a. The furniture plan includes pieces by the HON brand, Lowe's and Global Industries. The 'HON' items would be part of the Omnia Partners quote. ~~The Lowe's and Global Industries items would be direct purchases by City of Wyandotte.~~
- b. The HON cost portion is: **\$58,582.19** (\$53,662.19 material + \$4,920 assembly and install). **See attached quote.**
- c. ~~The Lowe's and Global Industries: **\$7,340.00** + tax (based on online pricing).~~

3. Bidding:

- a. Per the City of Wyandotte requirements the project is to be competitively/publicly bid.
- b. TRA suggests that the City of Wyandotte use the services of an organization called 'Omnia' to bid this project.

4. Omnia Partners - background:

- a. Omnia Partners is a national company formally known as US Communities.
- b. Omnia Partners offer a bidding services for non profit and municipal entities.
- c. The service comes at no cost to non profit and municipal entities and satisfies the 'competitive/public' bid requirements.
- d. Many non-profits, school districts, and municipalities use this service. For example (just to name a few):
 - i. City of Riverview
 - ii. City of Southgate
 - iii. City of Novi
 - iv. City of Lansing
 - v. City of Detroit
- e. The following information here below has been provided by Tom Ford, Regional Manager of Omnia Partners.



FURNITURE SCHEDULE

ID	ITEM	ROOM LOCATION	QTY.	DESCRIPTION	MODEL No. / COLOR
01	CHAIR 01	104, 105, 106, 107, 108, 111, 112, 113, 114, 126	19 ✓	WORKSTATION CHAIR	HWM2 / BLACK ON BLACK
02	CHAIR 02	104, 106, 107, 108, 111, 112, 113, 126	14 ✓	GUEST CHAIR	H2164 / BLACK ON BLACK
03	CHAIR 03	128	40 ✓	STACKABLE CONFERENCE CHAIR	H1056 / BLACK ON BLACK
04	CHAIR 04	128	4 ✓	HIGH-TOP CHAIR	H1007 / BLACK
05	DESK 01	105, 126	3 ✓	EXECUTIVE DESK	H10502, H10504, H10594X / LAM MOCHA
06	DESK 02	104, 105, 107, 108, 111, 112, 113	7 ✓	T-SHAPED DESK	H10502, H10504, H10594, H10561 / LAM MOCHA
07	DESK 03	105, 114, 128	26 ✓	CLASSROOM DESK	HMMR-2460G-F / BLACK LEGS, LAM MOCHA TOP
08	LAT FILE CAB 01	104, 106, 107, 108, 111, 112, 113, 126	6 ✓	2 HIGH LATERAL FILE CABINET	H105690 / LAM MOCHA
09	STORAGE CAB	105	2 ✓	FREE STANDING TALL STORAGE UNIT WITH DOORS	H105295 / LAM MOCHA
10	BOOKCASE	114, 126	2 ✓	FREE STANDING BOOKSHELF	H105335 / LAM MOCHA
11	STORAGE SHELF	128	4	FREE STANDING METAL SHELVING UNIT WITH WIRE SHELVES	RETAIL LOWES / PRODUCT: EDSEL 4-TIER STEEL UTILITY SHELF MODEL #ERL72472W4
12	STORAGE SHELF	128	2	FREE STANDING METAL SHELVING UNIT WITH WIRE SHELVES	RETAIL LOWES / PRODUCT: ALERA 18X36X72 4-TIER STEEL UTILITY SHELVING UNIT MODEL #ALESW503618B1
13	HO ROLLING CART	128	8	HO METAL ROLLING STORAGE CARTS	RETAIL: GLOBAL INDUSTRIAL / PRODUCT: ROLLING SERVICE STOCK TRUCK RSC-2434-4-3K-PS
14	WORK COUNTER	128	2 ✓	WORK COUNTER WITH BASE CABINETS	to be included in Omnia bid
15	TOOL CART	126	1	ROLLING TOOL STORAGE CART	RETAIL LOWES / PRODUCT: CRAFTSMAN 2000 SERIES 10-DRAWER STEEL ROLLING TOOL CABINET MODEL #CMST18275B1
16	TOOL STORAGE	126	1	TOOL STORAGE SYSTEM	RETAIL LOWES / PRODUCT: CRAFTSMAN 45" WIDE 4-PIECE SLIDE STORAGE SYSTEM MODEL #CMST198241B1

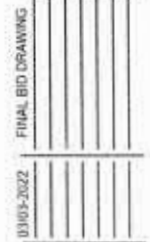
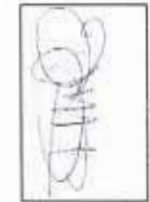
BASE BID NOTES

BIDDERS FOR THIS PROJECT ARE TO QUOTE FURNITURE AS LISTED ON THE FURNITURE SCHEDULE.

BIDDER RESPONSIBILITIES

- FURNITURE CONTRACTOR IS TO FURNISH AND INSTALL ALL FURNITURE MATERIALS AND SUPPLIES NEEDED TO COMPLETE A TURN KEY PROJECT.
- FURNITURE CONTRACTOR MUST SUBMIT CUT SHEETS FOR EVERY PIECE OF FURNITURE. FURNITURE CONTRACTOR SHALL ALSO PROVIDE A DRAWINGS OR SCHEDULE INDICATING FURNITURE LOCATIONS, DRAWINGS AND/OR SCHEDULE ARE TO BE REVIEWED AND APPROVED BY OWNER/ARCHITECT PRIOR TO CONTRACTOR SUPPLYING FURNITURE.
- FURNITURE DELIVERED TO THE PROJECT SITE WILL NOT BE CONSIDERED ACCEPTED BY THE OWNER UNLESS THE OWNER OR OWNER'S REPRESENTATIVE SIGNS OFF AS DELIVER ACCEPTED. FURNITURE CONTRACTOR MUST NOTIFY OWNER OF DELIVERY DATES AND TIMES.
- FURNITURE INSTALLATION WILL NOT BE CONSIDERED COMPLETE OR ACCEPTED OR APPROVED BY THE OWNER PRIOR TO A FINAL REVIEW PERFORMED BY THE FURNITURE CONTRACTOR, OWNER, AND ARCHITECT. THE FURNITURE CONTRACTOR IS RESPONSIBLE TO SCHEDULE THIS FINAL REVIEW MEETING.
- ANY FURNITURE DAMAGE INCURRED PRIOR TO THE FINAL REVIEW (MENTIONED ABOVE) WILL BE THE RESPONSIBILITY OF THE FURNITURE CONTRACTOR AND ANY REPAIR OR REPLACEMENTS REQUIRED DUE TO THE DAMAGE WILL BE BORN AT THE COST OF THE FURNITURE CONTRACTOR.
- FURNITURE CONTRACTOR MUST COORDINATE THEIR WORK WITH THE CONSTRUCTION SCHEDULE OF THE RENOVATION OCCURRING WITHIN THIS BUILDING. FURNITURE CONTRACTOR IS RESPONSIBLE TO CONTACT AND COORDINATE WORK WITH THE GENERAL CONTRACTOR ASSOCIATED WITH THE RENOVATION PROJECT.

Note: Items tagged with red arrows are not included within the 'HON' furniture quote. These are items that the City will can purchase through Lowe's and online through Global industries.



Wyandotte Municipal Services
New Furniture Plan
3665 11th St.
Wyandotte, Michigan 48192

TR
190339.00
WD
WD
WD
WD
10.18.2021

190339.00
F100

OFFICE EXPRESS (TROY)
1280 E BIG BEAVER RD
TROY, MI 48083-1946

Quote Name: Wyandotte
Created By: Christine Mishack
Comments:

Quote Number: SQAZI001306-1
Created Date: 4/4/2022
Last Modified Date: 4/4/2022
Total Units: 148

Customer / Contact Information

WYANDOTTE

Shipping Information

Line #	Qty	Tags	Item		Sell Price	Total
001	12		HIWM2.A.H.M.CU10.T.SB		\$380.57	\$4,566.84
			IGNITION WK MID-BCK PNEU TILT TEN SYNCH TILT BCK			
			HT ADJ			
			ARM: Arm: Height and Width Adj			
			CASTER: CASTER: Hard (Standard)			
			BACK: Back: Mesh Back			
			FABRIC: Gr 1 UPH			
			FABRIC_Selection: Centurion--COLOR: Black			
			PAINT: FRAME: Black			
			BASETYPE: Base: Standard Base			

DECK
CHAIRS

Line #	Qty	Tags	Item		Sell Price	Total
002	16		H2164.N.CU10		\$339.36	\$5,429.76
			CAMBIA ARC ARM UPHOLSTERED BACK			
			FINISH: FINISH: Mahogany 540			
			FABRIC: Gr 1 UPH			
			FABRIC_Selection: Centurion--COLOR: Black			

GUEST CHAIRS

Line #	Qty	Tags	Item		Sell Price	Total
003	40		HIG56.F.E.IM.CU10.T		\$212.91	\$8,516.40
			IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG			
			STACKING			
			ARM: Arm: Fixed			
			GLIDE/CAST: Glide			
			BACK: 4-Way Black			
			FABRIC: Gr 1 UPH			
			FABRIC_Selection: Centurion--COLOR: Black			
			FRAME: Black			

STACKED CHAIRS
TRAINING
ROOM

Line #	Qty	Tags	Item		Sell Price	Total
004	4		HMG7.N.E.ON.CU10.BLCK		\$230.28	\$921.12
			MOTIVATE 4-LEG CAFE HT STOOL-UPH SEAT			
			ARM: Arm: No Arm			
			GLIDE: Standard Nylon Glide			
			SHELL: Onyx			
			FABRIC: Gr 1 UPH			
			FABRIC_Selection: Centurion--COLOR: Black			
			FRAME: FRAME: Black			

HIGH-TOP
BREAKROOM
CHAIR

Line #	Qty	Tags	Item		Sell Price	Total
005	10		H10502.MOCH		\$313.50	\$3,135.00

OFFICE EXPRESS (TROY)
1280 E BIG BEAVER RD
TROY, MI 48083-1946

10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W
X 22-3/4D

LAMINATE: Grd L1 Standard Laminates
LAMINATE_Selection: LAM: Mocha

Line #	Qty	Tags	Item	Sell Price	Total
006	10		H10504.MOCH	\$313.50	\$3,135.00
5 = 3			10500 SERIES FLOORSTNDING FULL HT PED F/F 15-5/8W X 22-3/4D		
6 = 7					
L-shaped Desk					
?					
v. 005					
LAMINATE: Grd L1 Standard Laminates					
LAMINATE_Selection: LAM: Mocha					

Line #	Qty	Tags	Item	Sell Price	Total
007	3		H10594X.MOCHMOCH	\$368.45	\$1,105.35
5 = 3			10500 SERIES 72WX36DX29-1/2H DESK SHELL-REC TOP 2 GRM		
LAMINATE: Grd L1 Standard Laminates					
LAMINATE_Selection: LAM: Mocha--LAM: Mocha					

Line #	Qty	Tags	Item	Sell Price	Total
008	7		H10594.MOCHMOCH	\$368.45	\$2,579.15
6 = 7			10500 SERIES DESK SHELL 72W X 36D X 29-1/2H		
LAMINATE: Grd L1 Standard Laminates					
LAMINATE_Selection: LAM: Mocha--LAM: Mocha					

Line #	Qty	Tags	Item	Sell Price	Total
009	7		H10561.MOCHMOCH	\$239.57	\$1,676.99
10500 SERIES RETURN SHELL 29-1/2H X 48W X 24D					
LAMINATE: Grd L1 Standard Laminates					
LAMINATE_Selection: LAM: Mocha--LAM: Mocha					

Line #	Qty	Tags	Item	Sell Price	Total
010	6		H105690.MOCHMOCH	\$467.02	\$2,802.12
09 = 6			10500 SERIES 36WX24DX29-1/2H LATERAL FILE TWO-DRAWER		
Lateral File Cabinets					
LAMINATE: Grd L1 Standard Laminates					
LAMINATE_Selection: LAM: Mocha--LAM: Mocha					

Line #	Qty	Tags	Item	Sell Price	Total
011	26		HMVR-2460G-FX.N.MOCH.MOCH.C.P	\$434.30	\$11,291.80
7	26		MOTIVATE RECT TBL		
CLASSROOM DESKS					
GROMMET: No Grommets					
LAMINATE: Grd L1 Standard Laminates					
LAMINATE_Selection: LAM: Mocha					
EDGE: LAM: Mocha					
CASTER: Caster					
PAINT: P1 Paint Opts					
PAINT_Selection: Black					

OFFICE EXPRESS (TROY) 1280 E BIG BEAVER RD TROY, MI 48083-1946
--

Line #	Qty	Tags	Item			Total
012	2		H105535.MOCHMOCH	Sell Price	\$376.53	\$753.06
			10500 SERIES BOOKCASE 5-SHELF 36WX13-1/8DX71H			
			LAMINATE: Grd L1 Standard Laminates			
			LAMINATE_Selection: LAM: Mocha--LAM: Mocha			

Line #	Qty	Tags	Item			Total
013	2		H105299.MOCHMOCH	Sell Price	\$970.00	\$1,940.00
			10500 SERIES 36WX24DX66-5/8H STG CAB-FULL-WIDTH SHELVES			
			LAMINATE: Grd L1 Standard Laminates			
			LAMINATE_Selection: LAM: Mocha--LAM: Mocha			

Line #	Qty	Tags	Item	Total
014	2		TDLB2472	\$5,809.60
15 = 2			BUFFET CREDENZA 24X72, 4 DOORS/4 DRAWERS	\$2,904.80

Line #	Qty	Tags	Item	Total
015	1		ASSEMBLE/DELIVER/INSTALL	\$4,920.00
			DELIVER/INSTALL	\$4,920.00

Total Sell Price:		\$58,582.19
-------------------	--	-------------

Submitted By:

Accepted By:

Date: _____

H2164

Upholstered Back



OFFICE GUEST CHAIRS



STACKABLE MEETING CHAIRS



KITCHEN CHAIR



OFFICE DESK CHAIR

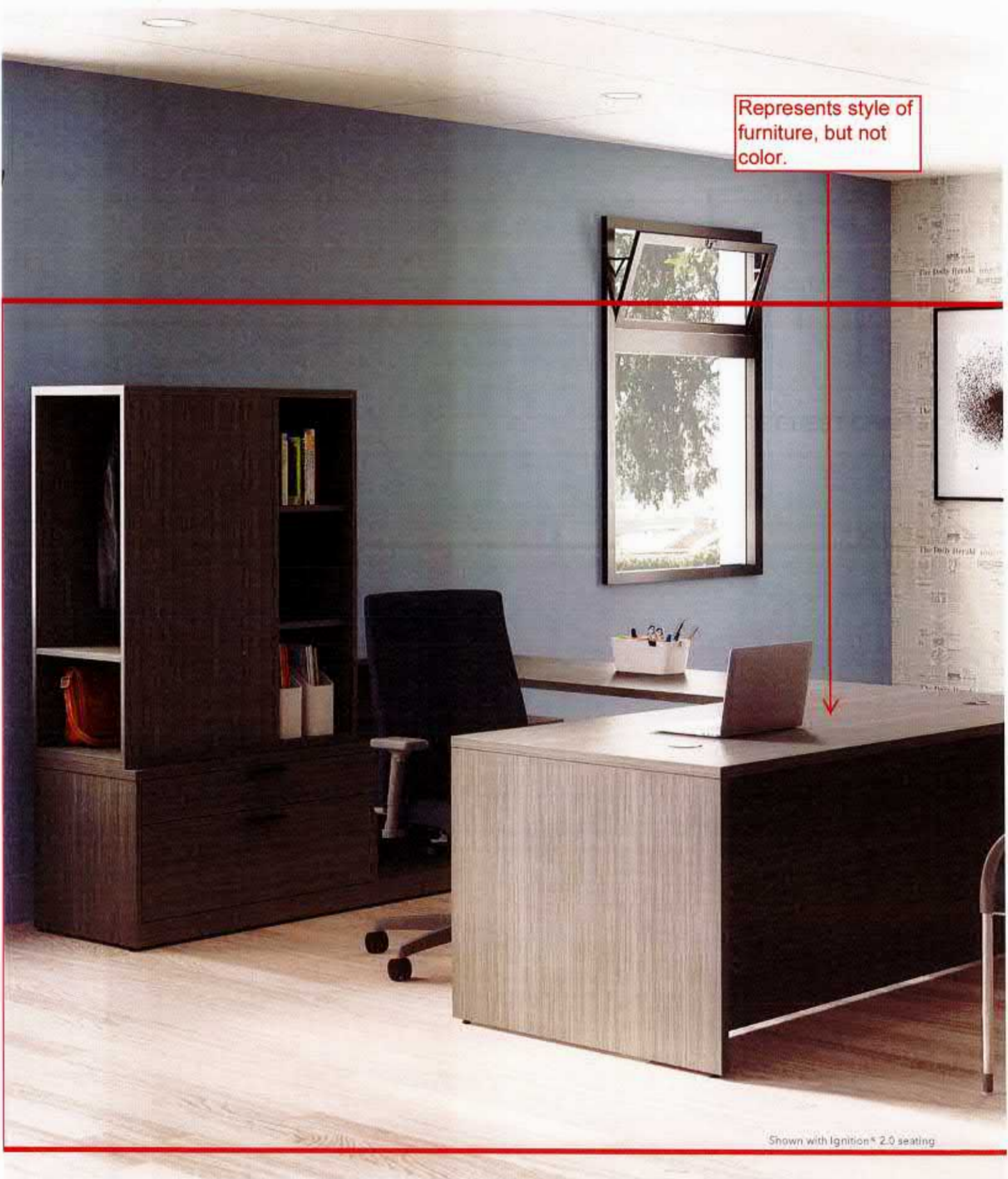


CONFERENCE TABLE/DESK



WORK COUNTER CABINET

Represents style of
furniture, but not
color.



Shown with Ignition® 2.0 seating

Desks



DOUBLE FULL PEDESTAL
DESK, BOW TOP



DOUBLE 1/4 PEDESTAL
DESK, BOW TOP



SINGLE FULL PEDESTAL
DESK, BOW TOP



SINGLE 1/4 PEDESTAL DESK,
BOW TOP



DESK SHELL, BOW TOP



DOUBLE FULL PEDESTAL
DESK, RECTANGLE TOP



DOUBLE 1/4 PEDESTAL DESK,
RECTANGLE TOP



SINGLE FULL PEDESTAL
DESK, RECTANGLE TOP



SINGLE 1/4 PEDESTAL
DESK, RECTANGLE TOP



SMALL OFFICE DESK



DESK SHELL,
RECTANGLE TOP



DESK SHELL,
STANDING HEIGHT



PENINSULA
W/ ROUN PANEL



P-SHAPED PENINSULA
W/ ROUN PANEL



JETTY PENINSULA
W/ ROUN PANEL



BOOMERANG PENINSULA
W/ ROUN PANEL



BUDGEN PENINSULA
W/ ROUN PANEL



CREDENZA W/ 2 DOORS,
FULL PEDESTALS



CREDENZA W/ 2 DOORS,
1/4 PEDESTALS



CREDENZA W/ WINDOW,
FULL PEDESTALS



CREDENZA W/ WINDOW,
1/4 PEDESTALS



CREDENZA W/
LATERAL FILE



SINGLE FULL PEDESTAL
CREDENZA



SINGLE 1/4 PEDESTAL
CREDENZA



CREDENZA SHELL W/ FULL
OR 1/2 MODESTY PANEL



RETURN W/
FULL PEDESTAL



RETURN W/
1/4 PEDESTAL



RETURN SHELL W/ FULL
OR 1/2 MODESTY PANEL



RETURN SHELL,
STANDING HEIGHT



BRIDGE



DETACHED CORNER UNIT



CORNER UNIT



CURVED CORNER AND
RETURN UNIT



RECEPTION DESK AND
RETURN SHELL



RECEPTION STATION
FOR DESK AND RETURN



RECEPTION DESK



RECEPTION RETURN WITH
TRANSACTION COUNTER

Desk

Desk return

Modular and mobile Pedestals



BOX/BOX FILE PEDESTAL



FILE PEDESTAL



BOX/SHELF FILE STANDING
HEIGHT PEDESTAL



NARROW BOX/SHELF
PEDESTAL



BOX PEDESTAL



LATERAL FILE PEDESTAL



MULTI-FILE PEDESTAL



CABINET PEDESTAL



MOBILE PRINTER
ON CART



MOBILE PEDESTAL
BOX/BOX FILE



MOBILE PEDESTAL
FILE/FILE

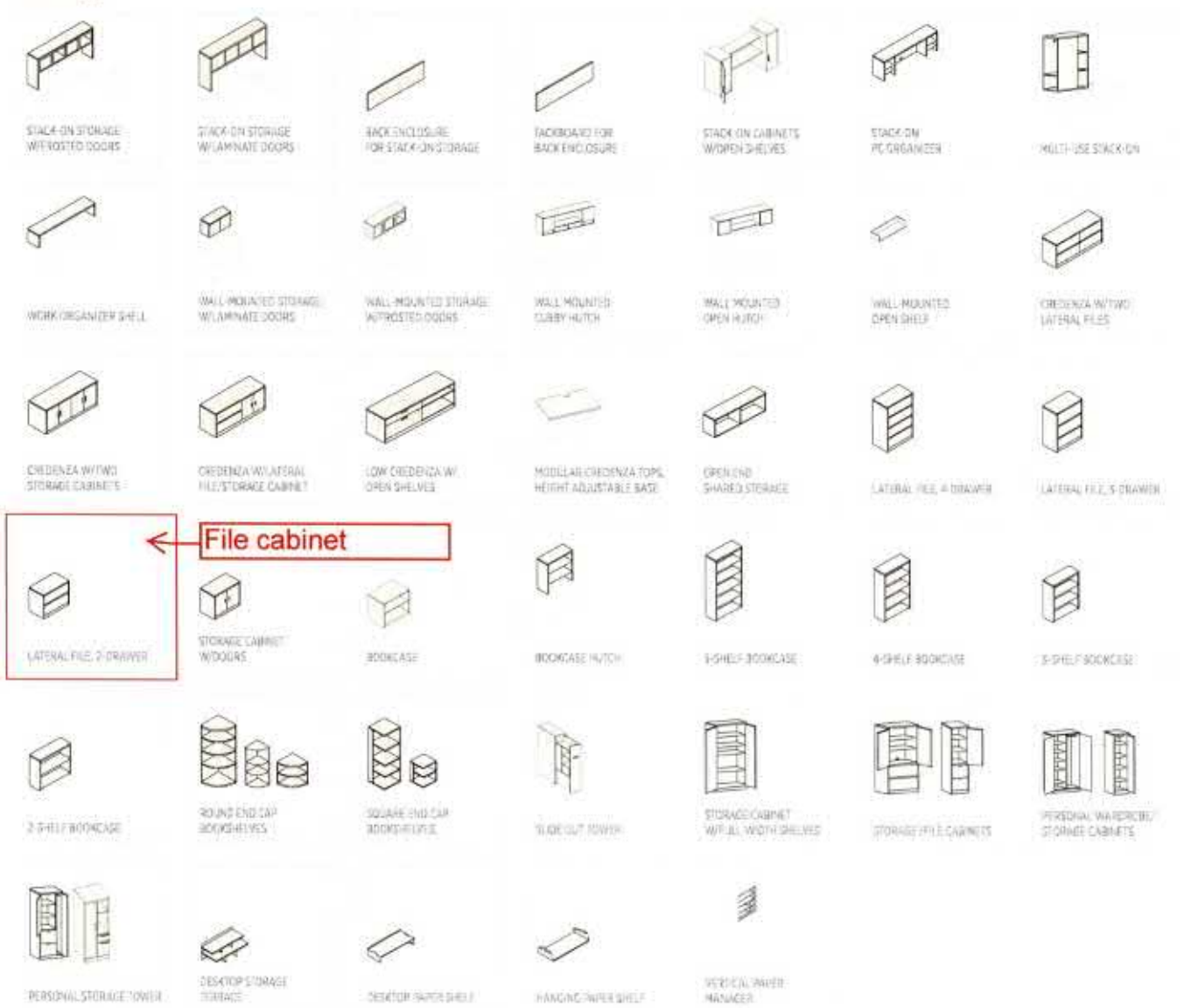


MOBILE PEDESTAL
SHELF/BOX/FILE



MOBILE PEDESTAL
BOX/FILE

Storage



Additional Components



Finishes

Color / Finish

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Make your space work.

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Handle Accessory Options



Handles are available in multiple finishes.

Support System

Worksurface Support options include H-legs, O-legs, round support columns, height-adjustable table base, and end panels.



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CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 11

ITEM: Brownfield Plan No. 23: Development and Reimbursement Agreement

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Brownfield Plan number 23 for the Federal Building (aka former City Hall) and the Downtown East Alleyway infrastructure project was first approved by the City Council on March 28th, 2022. The attached Development and Reimbursement Agreement is another supporting document to the Brownfield Plan which further outlines the process by which the developer and the DDA shall be reimbursed for the cost of conducting approved eligible activities using the future tax revenues generated from this redevelopment project. This agreement was approved by the Wyandotte Brownfield Redevelopment Authority (WBRA) on April 19th and must now be approved by the City Council.

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

ACTION REQUESTED: The DDA Director is requesting City Council to approve the Development and Reimbursement Agreement for Brownfield Plan No. 23 and to approve Mayor and City Clerk to sign and execute the agreement.

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

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

The remaining \$3,861,152 will be repaid towards the Developer and the DDA for eligible Brownfield activities

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

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

LIST OF ATTACHMENTS:

1. Brownfield Plan No. 23 - Development and Reimbursement Agreement 4.19.2022

RESOLUTION

Item Number: #11
Date: May 9, 2022

RESOLUTION by Councilperson _____

WHEREAS, the City Council approved Brownfield Plan Number 23 for the Federal Building Redevelopment and the Downtown East Alleyway Infrastructure on Monday, March 28th, 2022; and

WHEREAS, the Wyandotte Brownfield Redevelopment Authority approved the Development and Reimbursement Agreement for Brownfield Plan Number 23 on Tuesday, April 19th, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the Development and Reimbursement Agreement for Brownfield Plan Number 23 and BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Mayor and City Clerk to sign and execute the agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2022, ("Effective Date") by and among the City of Wyandotte Brownfield Redevelopment WBRA ("WBRA"), the City of Wyandotte (the "City") acting through the Wyandotte City Council, 3200 Biddle Avenue, Wyandotte, MI 48192, and the Downtown Development WBRA ("DDA").

RECITALS:

This agreement is made under the following circumstances:

- A. 3131 Biddle, LLC, (the "Developer") owns the real property described in the attached Exhibit A – Legal Description (the "Property").
- B. The Developer proposes to redevelop a mixed-use development on the Property consisting of a five-story building of approximately 60,000 square feet (the "Development"). It's estimated that total investment in the property will be approximately \$10,000,000.
- C. The City and the DDA propose to complete public infrastructure improvements adjacent and contiguous to the Property that will directly benefit the Property, local businesses and private residents.
- D. The WBRA will loan the Developer \$1,242,000 ("Loan") from their Local Brownfield Revolving Fund ("LBRF") dollars to complete Act 381 Eligible Activities on the Property in furtherance of the Development. The provisions governing that Loan are set forth in the LBRF Loan Agreement incorporated fully herein by reference in Exhibit B (the "LBRF Loan Agreement").
- E. The recaptured property tax increment revenue will be used to reimburse the WBRA, DDA and City. The Developer will not receive any recaptured property tax revenue for eligible activities.
- F. The Development is expected to create jobs and increase taxable value for the applicable taxing jurisdictions.
- G. The Property has been determined to be a "functionally obsolete" by a Michigan Master Assessing Officer (MMAO) (formerly Level IV) as that term is defined in Section 2(e)(vii) of the Brownfield Redevelopment Financing Act ("BRFA"), Act 381 of 1996 (MCL 125.2651), as amended.

- H. As "functionally obsolete," the Property is an eligible property for which eligible activities as defined in the Brownfield Redevelopment Financing Act, as amended, may be identified under a Brownfield Redevelopment Plan approved by the City.
- I. A Brownfield Plan for the Property has been prepared and recommended for approval by the WBRA and describes the eligible activities and their attendant costs in summary form based upon the information provided by the Developer; sets out an estimate of the captured taxable value as provided by the Developer, an estimate of the tax increment revenues, a description of the authorized expenditures, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The various amounts set out in the Brownfield Plan are all estimates and not intended to be an appropriation or budgeted amount. Actual revenues and costs and other authorized expenditures may vary. The Brownfield Redevelopment Plan No. 23 is attached to this Developer Reimbursement in Exhibit C.
- J. The DDA, on March 8th, adopted a resolution authorizing the transfer of tax increment revenues that would otherwise be captured by the DDA to the WBRA to reimburse Eligible Activities and other expenses and allocations identified in the Brownfield Plan, subject to further approval of the Brownfield Plan by the City Council and the Michigan Strategic Fund (MSF)/Michigan Economic Development Corporation (MEDC). Said transfer is in accordance with the Interlocal Agreement between the DDA and WBRA, which was approved by the DDA on March 8th, 2022, and by the WBRA on April 19th, 2022, which is hereto attached as Exhibit D.
- K. Eligible activities identified in the Brownfield Plan are to be further approved by the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF), as provided in Act 381, by approval of an Act 381 Work Plan.
- L. As a condition of obtaining approval from the MEDC/MSF to capture school taxes to pay for non-environmental activities, one of the documents that must be submitted with the approved Brownfield Plan is a Brownfield Development and Reimbursement Agreement between the City and the Developer (per Act 381, MCL 125.2663(15)).
- M. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to the Agreement regarding the Development and payment and reimbursement of eligible activities as approved in the Brownfield Plan, in the event that the MEDC/MSF approves the non-environmental eligible activities as requested in the applicable Act 381 Work Plan.

ASSUMPTIONS:

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

1. 2022 is the base year of the Brownfield Plan, and the initial taxable value is \$0.
2. The DDA will enter into a Interlocal agreement with the WBRA to allow for the full tax capture of all allowable property taxes under this Brownfield Plan.
3. The WBRA will provide a LBRF Loan to 3131 Biddle LLC, the Developer, to reimburse the cost of the Eligible Activities being undertaken on the Eligible Property up to \$1,242,000.
4. The Loan will be repaid utilizing Tax Increment Revenues generated by the Development.
5. The DDA and/or City will be party to the Reimbursement Agreement for Eligible Activities related to the Public Infrastructure Improvements.
6. The school operating, SET and local taxes will be captured to the extent paid.
7. Improvements for the parking lots depicted in the Brownfield Plan #23 and cost identified in Table 1 as Eligible Activities will seek approval of school and local property tax capture, however if the MSF Board does not support this Eligible Activity this will be reimbursed with local only property tax revenue only.
8. Full 30 Years is available to reimburse the costs of the Eligible Activities.
9. Capture of tax increment revenues (TIR) by the WBRA for Administration and Local Brownfield Revolving Funds (LBRF) and capture by the State of Michigan MEDC/EGLE of TIR for State Brownfield Revolving Funds (SBRF) are included.
10. All Eligible Activities with the exception of those pre-approved eligible activities in Table 1, will be reviewed and approved by the Michigan Economic Development Corporation (MEDC) Michigan Strategic Fund (MSF) Board and/or the Department of Environment, Great Lakes and Energy (EGLE) under an Act 381 Work Plan, if applicable.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Payment of, and Reimbursement for, Private Eligible Activity Costs

Developer shall initially pay for the private portions of the Eligible Activity costs of the Development. Upon incurring those costs Developer shall be reimbursed for the first one million two-hundred forty-two thousand dollars (\$1,242,000.00) of them through advances from the Loan, at reasonable intervals of Developer's choosing, provided each advance is contingent on review and approval of relevant supporting documentation by either the City or the WBRA, which shall not be unreasonably withheld or delayed. Developer will receive no reimbursement for amounts spent on Eligible Activities exceeding the aforementioned total. The provisions governing that Loan are further set forth in the LBRF Loan Agreement, incorporated fully herein by reference and attached as Exhibit B.

2. Payment of Eligible Activity Costs by the WBRA from the Tax Increment Revenues generated on the Property

From time to time, but not more frequently than quarterly without approval of the WBRA, the City and/or DDA may submit to the WBRA a statement of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement or the Plan ("Reimbursement Request"). The City and/or DDA shall submit to the WBRA all reasonably required documentation for identifying Eligible Activity Costs as outlined in Section 1.2 for which the City and/or DDA seeks payment under Act 381. Upon a written request from the City and/or DDA, either the Wyandotte City Administrator or the WBRA may, in their sole creation, allow for additional time to submit said documentation. The WBRA shall determine the amount to be reimbursed, based upon the reasonable and necessary costs of the Eligible Activities approved in the Brownfield Plan and/or Work Plan, and Act 381 in light of the actual costs presented in the City and/or DDA submitted documentation. The WBRA shall pay back itself a principal amount not to exceed \$1,242,000 with available tax increment revenues generated on the Property, by 2052, in addition the WBRA shall reimburse the City and/or DDA up to \$2,619,152, by 2052 which consists of the "Eligible Activity Costs" identified in the Brownfield Plan including an allowance for contingencies (if applicable), or a lesser amount approved by the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF) as part of the Work Plan approval process, and shall pay the Eligible Activity Costs on or before May 10 of each year, provided the Developer, City and DDA are in compliance with all requirements of this Agreement. The actual payment made to the City and/or DDA will be subject to the provisions of 3.1 through 3.6 of section 3 of this agreement (see below).

3. The Eligible Activity Costs shall not be reimbursed to the City and/or DDA unless:

- a) They are eligible for payment pursuant to Act 381.
- b) They are incurred for activities described by the Brownfield Plan and/or Work Plan.
- c) They are actually paid or incurred by the City and/or DDA.
- d) The City and/or DDA has submitted the documentation required in Section 1.2 of this Agreement, and the amounts requested for payment have been approved by the

WBRA. The City and/or DDA shall submit said documentation to the WBRA at least one-hundred and fifty (150) days prior to the cost of any eligible activities being reimbursed, unless a lesser time period is authorized by the City Administrator or his designee.

- e) The City and/or DDA has completed all required Eligible Activities, except any long-term monitoring activities (if necessary).
- f) The City and/or DDA or Owner has submitted an annual report of the status of the Development, in accordance with Act 381, MCL 125.2666(7), and Section 3.4 of this Agreement, unless said report is no longer required.
- g) The necessary approvals referenced in 3.3, 3.4, and 3.5 are obtained.
- h) The Developer, City and DDA have satisfied all current requirements of this agreement and are not in default of this agreement.

3.1. The Eligible Activity Costs paid to the City and/or DDA shall be, in any year, the amount allowed to be paid under Act 381 and the Brownfield Plan and/or Work Plan less the amount allocated to the WBRA's Local Brownfield Revolving Fund (LBRF), if any, under the Brownfield Plan and/or Work Plan, and the amount required to be paid to the WBRA for administrative costs incurred by the WBRA under the Brownfield Plan and/or Work Plan. Reimbursement payments for Eligible Activity Costs shall be made in installments over time and in accordance with the Brownfield Plan and/or Work Plan. The City and/or DDA shall submit a reimbursement request for approved Eligible Activity Costs, which shall include documentation reasonably identifying the cost, date and description of the approved Eligible Activity performed, such as: (a) any and all invoices from contractors and other supporting documentation that provide information as to the date and description of the approved Eligible Activity performed; or (b) the American Institute of Architects (AIA) payment forms G702–1992, Application and Certificate for Payment, and G703–1992, Continuation Sheet. In addition, the City and/or DDA shall provide any other documentation reasonably requested by the WBRA, in a format and on such forms approved by the WBRA to assist the WBRA in determining whether the work was performed as approved and was necessary and reasonable in cost.

3.2. Within ninety (90) days of its receipt of a Reimbursement Request, the WBRA shall review the submission to confirm that such costs qualify for reimbursement under this Reimbursement Agreement or the Plan. The WBRA will advise City and/or DDA in writing if any activities do not qualify for reimbursement under the Plan and include the specific reasons for the WBRA's conclusion that such activities do not qualify. To the extent that a Reimbursement Request is approved, the WBRA shall cause City and/or DDA to be paid the amounts approved, together with the interest rate, if applicable, as provided in the Plan to the extent that Tax Increments are available as provided in Section 3.4 below. If sufficient Tax Increment Revenues are not available at the time which a Reimbursement Request is approved, the approved amount shall be paid from Tax Increment Revenues next received by the WBRA. To the extent that any portion of a Reimbursement Request is not approved within ninety (90) days, any authorized representative of the WBRA and City and/or DDA shall, upon the request of either party, meet promptly to discuss the conditions pursuant to which City and/or DDA

can obtain approval of such disallowed request. In the event that an unresolved dispute with respect to such approval remains for thirty (30) days, the parties agree to submit the dispute to the WBRA for review. If the WBRA cannot resolve the dispute within an additional thirty (30) days, each party may seek whatever remedies may be available to it.

3.3. The City of Wyandotte's City Administrator, or designee, will determine annually in his reasonable discretion the amount of the reimbursement payments taking into consideration the amount of tax increment revenues captured from the Development and the payment of other expenses and allocations from such revenues as authorized by law. The City Administrator or designee will approve each payment to the City and/or DDA that has been approved by the City and/or DDA. All estimates of tax increment revenues and the allocation and appropriation of those revenues set out in the Brownfield Plan and/or Work Plan, are subject to amendments and adjustments based upon the actual amounts of the investment, millages, expenses, increases or decreases in taxable value and other related economic variables.

3.4. Proposed changes or additions to the Brownfield Plan shall be submitted in writing to the WBRA for approval to be incorporated into an amended Brownfield Plan and are subject to the approval of the WBRA, the City, and the MEDC/MSF. Any changes or additions to the Eligible Activities which are not approved by the WBRA, the City Council, and the MEDC/MSF, shall result in the City and/or DDA being responsible for the payment of such non-approved Eligible Activities.

3.5. The Developer hereby acknowledges that the City is not obligated to provide additional reimbursements for this Development, other than the Eligible Activity Costs approved by the City in the Brownfield Plan. If the amount of the reimbursement provided pursuant to this Agreement is insufficient to complete the approved Eligible Activity, then Developer may request additional reimbursement in writing for approval by the WBRA and the City. The City or WBRA is not obligated to approve any such requests for additional reimbursement, and if additional reimbursements are not approved by the WBRA, City, and the MEDC/MSF, then Developer shall be responsible for any additional costs for approved Eligible Activities in excess of the approved amount.

3.6. The obligations of the WBRA pursuant to this Agreement shall terminate on the earlier to occur of: (a) the date on which the WBRA is no longer authorized to collect taxes calculated on the Captured Taxable Value; (b) up to thirty-five (35) years after the Effective Date of this Agreement; (c) the date on which there remain no outstanding Net Eligible Activity Costs; or (d) the occurrence of an Event of Default.

3.7. The WBRA represents, warrants and covenants to the Developer on the Effective Date, and shall be deemed to represent, warrant and covenant on each and every day during the term of this Agreement, as follows:

- (a) The WBRA is duly organized, validly existing and in good standing under the laws of the State of Michigan and Act 381, has all corporate power and WBRA

to enter into this Agreement and is duly qualified and in good standing in the State of Michigan.

- (b) The WBRA is not a party to, subject to or bound by any agreement or other obligation, or any judgment, order, writ, injunction or decree of any court or governmental WBRA, which could prevent or materially impair the carrying out of this Agreement. The making and performance of this Agreement, and transactions contemplated herein, by the WBRA will not violate any provision of law or result in the breach of, or constitute a default under, any lease, indenture, bank loan, credit agreement or other material agreement or instrument to which the WBRA is a party or by which its WBRA or property may be bound or affected.

4. **Default by the Developer**

The occurrence of any of the following events shall be considered an "Event of Default" unless additional time is approved by a resolution adopted by the City Council at its sole and absolute discretion:

4.1. The material breach, following notice and thirty (30) days opportunity to cure, by the Developer of any representation, warranty or covenant in this Agreement.

4.2. The failure of the Developer, following notice and thirty (30) days opportunity to cure, to comply with the material terms of this Agreement.

4.3. The failure of the Developer, following notice and thirty (30) days opportunity to cure, to construct the Development and operate it during normal business hours within forty-two (42) months after the Effective Date unless the delay or default in performing is caused by conditions beyond its control including, but not limited to, Acts of God, strikes, wars, insurrections, civil disturbances, earthquakes, tornadoes, or floods.

4.4. If real property taxes for the real property identified in Exhibit A are unpaid for more than one year from the due date (August 1 and December 1 each year), the City's covenant to reimburse the Developer shall cease, following notice and thirty (30) days opportunity to cure, and no further reimbursement shall occur until such time as Developer has paid all unpaid property taxes and interest, if any. Interest on the reimbursement amount shall not accrue during any time that the real property taxes on the Property are not paid by the last date due and will only begin to accrue thereafter when all real property taxes are current.

4.5. If the Development is substantially destroyed, the Agreement shall terminate unless reconstruction occurs on a comparable Development within 36 months of the date of the loss. No payments shall be made and no interest (if allowed for) shall accrue during the period of reconstruction. Payments shall resume or interest shall accrue when the reconstruction is substantially complete as determined by the City.

5. **Representations, Warranties and Covenants of the Developer.** The City and/or DDA represents, warrants and covenants to the WBRA on the Effective Date, and shall be deemed to represent, warrant and covenant on each and every day during the term of this Agreement, as follows:

5.1. For contracts exceeding \$50,000 related to the construction or implementation of the approved Eligible Activities, the City and/or DDA shall solicit bids and quotes for service from contractors while demonstrating through documentation and communication that diligent efforts have been made to procure services with reasonable intent of inclusion and fairness, unless the requirement is waived by the Wyandotte City Administrator or his designee, and if requested by the City Administrator or his designee, provide copies of all bids received and the qualifications of the City and/or DDA preferred contractor(s) to the City Administrator and/or City Engineer, or their designees. If the contractor that submitted the lowest qualified bid is not the contractor selected, the City and/or DDA must pay the difference between the contractor selected and the lowest qualified bid, unless otherwise approved by the City, at the City's sole discretion. Unless approved by the City, the cost difference shall not be reimbursable to the City and/or DDA as an Eligible Activity. The individual(s) signing this agreement on behalf of the City and/or DDA have the full authority to bind the City and/or DDA to all of the terms of this agreement

5.2. The City and/or DDA is not a party to, subject to or bound by any agreement or any judgment, order, writ, injunction or decree of any court or governmental authority, which could prevent or materially impair the carrying out of this Agreement. The making and performance of this Agreement, and transactions contemplated herein, by the City and/or DDA will not violate any provision of law or of the Certificate of Incorporation of the City and/or DDA or result in the breach of, or constitute a default under, any lease, indenture, bank loan, credit agreement or other material agreement or instrument to which the City and/or DDA is a party or by which its property may be bound or affected.

5.3. In accordance with Act 381, MCL 125.2666(7), the Owner or Developer for an active project included within a Brownfield Plan must annually submit to the WBRA a report on the status of the project. The report shall be in a form to be developed by the WBRA and/or the MEDC/MSF and must contain information necessary for the WBRA to report under Act 381, MCL 125.2666(3)(f), (h), (i), (i), and (k). As defined in Act 381, "active project" means a project for which the WBRA is currently capturing taxes under Act 381. The initial report and all future reports due to the WBRA by the Owner or Developer shall be submitted to the City Administrator and/or WBRA by June 30 of each year, or an earlier date if Owner and Developer are provided written notice by the WBRA of City no less than thirty (30) days prior to its due date.

5.4. After all phases of the Development under this Agreement have been completed and the Development is fully occupied, and the Owner or Developer has submitted a report providing the required information, the Wyandotte City Administrator and/or the WBRA may waive the requirement for an Owner or Developer to submit additional annual reports.

5.5 The information required to be provided by the owner or Developer by MCL 125.2666(3) is as follows:

- (f) The amount of actual capital investment made for each project.
- (g) The number of residential units constructed or rehabilitated for each project.
- (h) The amount, by square foot, of new or rehabilitated residential, retail, commercial, or industrial space for each project.
- (i) The number of new jobs created at the project.
- (j) All additional information that the governing body, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), or the Michigan Strategic Fund (MSF) considers necessary.

5.6. The Owner or Developer acknowledges that in accordance with Act 381, said information shall be used by the WBRA to submit annually to the governing body/City, EGLE, MSF, and/or the Michigan Department of Treasury, a financial report on the status of the activities of the WBRA for each calendar year. The report shall include all information required in MCL 125.2666(3).

6. **Miscellaneous Provisions.**

6.1. Choice of Law. This Agreement is governed by and must be construed in accordance with the law of the State of Michigan as if fully performed therein and without reference to its conflict of laws principles.

6.2. Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if in writing and (i) hand-delivered, including delivery by courier service, (ii) sent by overnight mail by a nationally recognized overnight mail service, or (iii) sent by certified mail, return receipt requested, postage prepaid addressed to the recipient at the address stated below, or to such other address as the party concerned may substitute by written notice to the other:

If to WBRA: City of Wyandotte Brownfield Redevelopment WBRA

Wyandotte City Hall
3200 Biddle Avenue
Wyandotte, MI 48192
Attention: Chairperson & Secretary

With a copy to:

City Administrator
Wyandotte City Hall
3200 Biddle Avenue
Wyandotte, MI 48192

If to the Developer: Ron Thomas
3131 Biddle LLC
97 Oak, Suite 101
Wyandotte, MI 48192

With a copy to: Jamieson Development Consulting
4495 Lynne Lane Commerce Township, MI 48382
Contact Person: Anne Jamieson-Urena
Phone: 248-762-8701

All notices forwarded by overnight mail are deemed received on the date the overnight service actually delivers the notice. All notices hand delivered shall be deemed received on the day of delivery. All notices forwarded by mail shall be deemed received on the date two (2) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which the notice is received shall be prima facie evidence that such notice was received on the date of the return receipt. Addresses may be changed by giving notice of such change in the manner provided herein. Unless and until such written notice is received, the last address given shall be deemed to continue in effect for all purposes.

6.3. Entire Agreement and Amendments. This Agreement, including the Exhibits referred to herein, contains the entire understanding of respect to the subject matter contained herein and may only be amended or terminated by a written instrument executed by the City, WBRA, and the Developer or their respective successors and permitted assigns. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth or provided for herein. In the event of any conflict between the terms of this Agreement and the terms of Act 381, the provisions of Act 381 shall control.

6.4. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

6.5. Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

6.6. Captions. The captions to the Sections and subsections contained in this Agreement are for reference only, do not form a substantive part of this Agreement and do not restrict or enlarge substantive portions of this Agreement.

6.7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.8. Parties in Interest. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns. This Agreement shall bind and shall inure to the benefit of the parties hereto, their respective successors and assigns; however, the Developer shall not assign either this Agreement or any of its rights, interests or obligations hereunder to a non-affiliated entity without the prior written approval of the City, which approval may be withheld at the City's sole and absolute discretion.

6.9. Public Communications. The Developer shall take all steps reasonably requested by the WBRA to announce the transaction described herein after approval of the Brownfield Plan by the City, and/or the Work Plan by the MEDC/MSF. As a part of such process, the Developer will cooperate with the WBRA in the preparation of press releases and other announcements of such transaction.

6.10. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the Developer contained or made pursuant to this Agreement shall survive the execution of this Agreement and shall not terminate until after such time as the WBRA completes all reimbursement obligations pursuant to the approved Brownfield Plan.

6.11. Recitals. The recitals set forth above are incorporated by reference into the Agreement as if fully set forth therein.

6.12. Site Access. During the Term of this Agreement, the BRDA, its employees, agents, contractors and experts may have access to the Development after normal business hours and upon seven (7) days prior written notice to the Developer for the purpose of testing or assessment as may be reasonably required to determine whether the Developer has complied with the Brownfield Plan and this Agreement provided, however, that such

access shall occur in a manner so as not to unreasonably interfere with the operations of the Developer. Representatives of the BRDA may enter the site for purposes of visual inspection with no notice to the Developer as allowed under local ordinances. The BRDA shall repair all damages to the Development arising out of the grant of access to the Development under this paragraph. The Developer and its consultants shall have the right to accompany the BRDA representatives at the Development. The BRDA shall submit all results of any soil, ground water or surface water samples and any other information regarding the Development to the Developer.

6.13. Local Ordinances. Nothing in this Agreement shall abrogate the effect of local ordinances.

END OF PAGE

Witness

3131 Biddle, LLC

Ron Thomas, Manager

Subscribed and sworn before me on the ____ of _____, 2022

Printed Name: _____

Notary Public, State of _____

_____ County

My Commission expires: _____

END OF PAGE

This Agreement was approved by the City of Wyandotte BRA and the Chairperson and Secretary were authorized to sign this Agreement on the 19TH day of APRIL, 2022, and was signed by the Chairperson and Secretary on the 29TH day of APRIL, 2022.

WITNESSES

CITY OF WYANDOTTE
BROWNFIELD REDEVELOPMENT AUTHORITY

Susan S Walker

Charles R Mix

Charles Mix, Chairperson

Susan S Walker

Paul LaManes

Paul LaManes, Secretary

SWORN to and subscribed before me, a Notary Public, in the County of Wayne, this

29 day of April, 2022.

Notary Public: Susan S Walker

My Commission Expires: 03-05-2028

Acting in the County of: Wyane

END OF PAGE

This Agreement was approved by the Wyandotte City Council and the Mayor and Clerk were authorized to sign this Agreement on the ____ day of _____, 2022 and was signed by the Mayor and Clerk on the ____ day of _____, 2022.

Witnesses

City of Wyandotte, Michigan

Robert DeSana, Mayor

Lawrence S. Stec, Clerk

Subscribed and sworn before me on the ____ of _____, 2022

Printed Name: _____

Notary Public, State of _____

_____ County

My Commission expires: _____

END OF PAGE

EXHIBIT A
LEGAL DESCRIPTION


Parcel Number: 82 57 011 15 0018 300

Jurisdiction: CITY OF WYANDOTTE

County: WAYNE

Printed on

01/27/2022

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.	
Property Address	Class: COMMERCIAL-IMPROVE	Zoning:	Building Permit(s)	Date	Number	Status			
3131 BIDDLE	School: WYANDOTTE CITY SCHOOL DIST	Commercial - Alteration	10/06/2021	PBLD21-0666	COMPLETE				
Owner's Name/Address	P.R.E. 0%	Fire	02/05/2021	PF21-0004	COMPLETE				
CITY OF WYANDOTTE 3200 BIDDLE STE 200 WYANDOTTE MI 48192	MAP #: FORMER CITY HALL	Commercial - Alteration	02/11/2020	PBLD20-0059	COMPLETE				
	2022 Est TCV 0 TCV/TFA: 0.00	Commercial - Alteration	09/06/2019	PBLD19-0642	COMPLETE				
Tax Description	X Improved	Vacant	Land Value Estimates for Land Table 00020.COMMERCIAL						
LOTS 18 TO 27 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR	Public Improvements	* Factors * Description Frontage Depth Front Depth Rate %Adj. Reason Value COMMERCIAL BIDDLE/DOWNTOWN 30000 SqFt 10.25000 100 307,500 0.69 Total Acres Total Est. Land Value = 307,500							
SPLIT/COMBINED ON 01/12/2022 FROM 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000;	Dirt Road								
Comments/Influences	Gravel Road								
Split/Comb. on 01/12/2022 completed 01/12/2022 edunlap OWNER REQUEST ;	Paved Road								
Parent Parcel(s): 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000;	Storm Sewer								
Child Parcel(s): 57 011 15 0018 300;	Sidewalk								
-----	Water								
	Sewer								
	Electric								
	Gas								
	Curb								
	Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	Level								
	Rolling								
Low									
High									
Landscaped									
Swamp									
Wooded									
Pond									
Waterfront									
Ravine									
Wetland									
Flood Plain									
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
			2022	EXEMPT	EXEMPT	EXEMPT			EXEMPT
			2021	0	0	0			0
			2020	0	0	0			0
			2019	0	0	0			0

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 Licensed To: City of Wyandotte, County of Wayne, Michigan

*** Information herein deemed reliable but not guaranteed***

EXHIBIT B
Local Brownfield Revolving Loan Fund (LBRF)
Loan Agreement

**AGREEMENT BETWEEN CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT
AUTHORITY AND 3131 BIDDLE LLC FOR A LOCAL BROWNFIELD REVOLVING
FUND (LBRF) LOAN**

This **LBRF LOAN AGREEMENT** (the “**Agreement**”) is entered into as of this ____ day of _____ 2022 between **City of Wyandotte Brownfield Redevelopment Authority**, a Michigan public authority and body corporate, as lender (the “**Lender**”) and **3131 Biddle, LLC**, a Michigan limited liability corporation (the “**Borrower**”).

RECITALS

WHEREAS, the Lender was created pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended (“**Act 381**”) for the purpose of facilitating the implementation of brownfield plans and promoting the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted or functionally obsolete property within the City of Wyandotte (the “**City**”); and

WHEREAS, the Lender is empowered by Act 381 to own, mortgage, convey, or otherwise dispose of land and other property, real or personal, that the Lender determines is reasonably necessary to achieve the purposes of Act 381; establish a local brownfield revolving fund to pay the cost of eligible activities on eligible property in the City; make loans, participate in the making of loans, undertake commitments to make loans and mortgages; and to make and enter into such contracts and other documentation as are necessary or incidental to the exercise of its powers and the performance of its duties, including, but not limited to, loan agreements; and

WHEREAS, the Lender established a Local Brownfield Revolving Fund (the “**LBRF**”) pursuant to Section 8 of Act 381; and

WHEREAS, Borrower owns property located at 3131 Biddle Avenue, Wayne County, Michigan (the “**Property**”) with Tax Parcel No Property tax ID: 82 57-011-15-0018-300 in the City of Wyandotte (as more particularly described on **Exhibit A** attached hereto and referred to as the “**Property**”); and

WHEREAS, Borrower desires to rehab and redevelop the Property into a mixed-use development (the “**Project**”); and

WHEREAS, Borrower has requested that the Lender make a loan from the LBRF and extend other financial assistance to or for Borrower's benefit in connection with the Project; and

WHEREAS, the Lender has agreed to make a loan from the LBRF and to extend financial assistance to Borrower in accordance with the terms and conditions set forth in this Agreement as evidenced by the pledged tax increment revenue generated off of the redevelopment as described in the Development and Reimbursement Agreement.

NOW THEREFORE, in consideration of the mutual development and reimbursement agreement attached to this LBRF Loan Agreement including the recitals set forth above, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meaning shown below. Any accounting terms used in this Agreement, unless otherwise indicated, shall have the meanings customarily given to them in accordance with GAAP, as that term is defined below.

1.1 **"Brownfield Plan"** The Property is considered "eligible property" as defined by Act 381, Section 2 because the Property was previously utilized for a commercial purpose; and (b) the Property is determined to be "functionally obsolete". The building has been determined to be "Functionally Obsolete" by a Michigan Master Assessing Officer (MMAO) (formerly Level IV). The Property was identified as "functionally obsolete" at the time of its purchase by Owner, through no fault or responsibility of Owner.

1.2 **"Code"** means the Uniform Commercial Code enacted in the State of Michigan, as amended.

1.3 **"Construction Lender"** Not Available (NA).

1.4 **"Construction Loan"** means the loan to Borrower from the Construction Lender for the construction of Project in an amount equal to \$ NA.

1.5 **"Development and Reimbursement Agreement"** A brownfield development and reimbursement agreement ("Agreement") made this ____ day of _____, 2022, ("Effective Date") by and among the City of Wyandotte Brownfield Redevelopment Authority ("WBRA"), the City of Wyandotte (the "City") acting through the Wyandotte City Council, 3200 Biddle Avenue, Wyandotte, MI 48192, the Downtown Development Authority ("DDA") to reimburse the eligible activities as defined in the Brownfield Plan.

1.6 **"Effective Date"** shall mean the date this Agreement is executed by both Lender and Borrower.

1.7 **"Environmental Indemnity"** means that certain Environmental Certificate and Indemnification Agreement executed by each of the Borrower in favor of the Lender.

1.8 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination and which are applied on a consistent basis. Any accounting terms used in this Agreement, unless otherwise indicated, shall have the meanings customarily given to them in accordance with GAAP.

1.9 “**Loan**” means the Local Brownfield Revolving Fund (LBRF) Loan in the amount of **One-Million Two-Hundred Forty-Two Thousand Dollars (\$1,242,000)** made to Borrower by the Lender pursuant to this Agreement.

1.10 “**Loan Documents**” means, collectively, this Agreement, the Development and Reimbursement Agreement, and any other document or instrument evidencing or related to the Loan or the liens granted by Borrower therefore.

1.11 “**Maturity Date**” means the date that is: **December 31st, 2052..**

1.12 “**Obligations**” means all of Borrower’s present and future obligations, liabilities, debts, claims, and Obligations, contingent, fixed, or otherwise, however evidenced, created, incurred, acquired, owing, or arising, whether under written or oral agreement, operation of law, or otherwise, and includes, without limiting the foregoing: (i) the Loan, as that term is defined below, (ii) obligations and liabilities of any Person, as that term is defined below, secured by a lien, claim, encumbrance, or security interest upon property owned by Borrower, even though Borrower has not assumed or become liable therefore, (iii) obligations and liabilities created or arising under any lease (including capitalized leases) or conditional sales contract or other title retention agreement with respect to property used or acquired by Borrower, even though the rights and remedies of the lessor, seller, or lender are limited to repossession, (iv) all unfunded pension fund obligations and liabilities, and (v) deferred taxes.

1.13 “**Person**” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, Plan (as defined in ERISA), government, or any agency or political division thereof, or any other entity.

2. LOAN

2.1 Loan. Subject to the terms of this Agreement, the Lender hereby loans Borrower an amount equal to the principal amount of **One-Million Two-Hundred and Forty-Two thousand Dollars (\$1,242,000)**.

2.2 Interest. No interest shall be charged.

2.3 Payments and Disbursements. The LBRF Loan shall be repaid solely through the Tax Increment Revenues generated by the new development as depicted in the Brownfield Plan #23 and attached to the Development and Reimbursement Agreement.

The Loan principal amount shall be advanced from Lender to Borrower upon periodic draw requests by Borrower, with accompanying documentation to substantiate each advance, each time in amounts equal to Borrower’s requested amount, provided Borrower’s accompanying documentation is consistent with the permitted use of the funds as set forth by section 2.5 of this Agreement, other provisions of this Agreement, and the other Loan Documents. Borrower may request advances for the purposes of one or more of the following: i) reimbursement for cost incurred, ii) reimbursement for work completed, or iii) to satisfy due or outstanding invoices to hired 3rd parties provided all work is completed in a satisfactory manner and the required waiver of liens are provided before

payment. Lender shall review, and if approved advance all requested funds within 30 days of receipt of a draw request. Approval of a draw request shall not be unreasonably withheld.

2.4 Purpose of Loan. Borrower agrees that the proceeds of the Loan shall be used to reimburse or pay for the costs associated with eligible activities (as defined by Act 381, as amended) on the Property as described in Section 8 of Act 381 (the “**Permitted Uses**”).

2.5 Costs and Expenses. In consideration of the Lender’s acceptance of this Agreement, Borrower paid or shall pay the Lender the sum of all reasonable out-of-pocket costs and expenses, including legal fees and filing fees, incurred by the Lender in connection with the preparation, execution, filing, and delivery of documents relating to this Agreement.

2.6 Security. The Loan and Borrower’s obligations under the Loan Documents shall be secured solely by the Property Tax Increment Revenue generated off of the new development as described in the Brownfield Plan.

2.7 Prepayment. The Loan may be prepaid in whole or in part at any time without penalty or premium. Amounts paid by or collected from Brownfield Plan may be applied first to any unpaid expenses, and then to the unpaid principal balance.

3. **REPRESENTATIONS AND WARRANTIES.** Each of the following representations and warranties shall be conclusively presumed to have been made by Borrower and relied upon by the Lender regardless of any investigation made or information possessed by the Lender. The representations and warranties set forth in this Agreement shall be cumulative and in addition to any other representations and warranties given by Borrower to the Lender prior to or subsequent to the date hereof. Borrower warrants and represents that:

3.1 Borrower is duly organized and existing in good standing as a limited liability company under the laws of the State of Michigan. Borrower has all requisite power and authority to conduct business, to own property, and to execute, deliver, and perform all of its obligations under this Agreement.

3.2 The execution, delivery and performance by Borrower of the transactions contemplated by this Agreement will neither constitute a breach of Borrower’s Articles of Incorporation nor an event of default under any material agreement or document to which Borrower is a party or bound.

3.3 Borrower possesses adequate licenses for the conduct of its business.

3.4 As of the date of this Agreement, Borrower has capital sufficient to conduct its business, is solvent, and is able to pay its debts as they mature.

3.5 There are no pending or threatened litigation, actions, proceedings, or outstanding decrees or judgments entered against Borrower which would materially and adversely affect its business assets, operations, or condition, financial or otherwise, and the Property.

3.6 Borrower is not subject to any labor dispute; and no labor contract is scheduled to expire during the term of this Agreement except as previously disclosed in writing to the Lender.

3.7 Borrower is not in violation of any applicable statute, regulation, or ordinance, in any respect materially and adversely affecting the Property, or Borrower's business, assets, operations, or condition, financial or otherwise.

3.8 Borrower's financial statements which have been delivered to the Lender have been prepared in accordance with GAAP, and present Borrower's financial condition as of the date thereof and Borrower's results of operations for the period then ended. There have been no material and adverse changes in Borrower's financial condition or operations since the date of the most recent financial statements submitted to the Lender.

3.9 Borrower has not received any notice alleging, nor is it aware of any facts indicating, noncompliance with any State or Federal law governing the use, generation, storage, or release of any hazardous waste or substance.

3.10 Neither Borrower, nor any holder of an equity interest in is a Person listed on the Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) and/or on any other list of terrorists or terrorist organizations maintained pursuant to the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

3.11 The Borrower, as of the date of execution of this Agreement, is in good standing with regard to its Purchase Agreement to acquire the Property.

4. AFFIRMATIVE COVENANTS. Borrower covenants that, so long as any amounts due and payable pursuant to this Agreement remain outstanding or this Agreement is in effect, and unless the Lender shall otherwise consent in writing, Borrower shall:

4.1 Promptly file all property tax returns and other reports which Borrower is required to file, and promptly pay all property taxes, assessments, and other charges, except those being contested in good faith and for which the amount in dispute has been escrowed or reserved by Borrower.

4.2 Comply, in all material respects, with the requirements of all applicable laws, rules, regulations, and orders of governmental authorities relating to Borrower and the conduct of Borrower's business.

4.3 Obtain and maintain the insurance policies required by this Section 5.3. Borrower shall maintain an "all-risk" hazard insurance policy in an amount not less than \$1,242,000.00 covering all present and future Collateral, the Property and all parts, additions or accessions thereto, with a lender loss payee clause acceptable to Lender, in favor of and protecting Lender's interest. Such insurance shall include without limitation coverage against damage caused by vandalism and sewer or water backup and shall not include a vacancy limitation or exclusion. In the event any proceeds shall be payable to Borrower, or otherwise become available, as a result of the insurance referred to in this Section, all such proceeds dispersed beyond those which are due and payable to any third party mortgage lenders shall be the property of Lender, up to but not exceeding the principal

amount currently due on the Loan at the time of disbursement, and applied to the Loan unless used as otherwise expressly permitted by the Loan Documents. Further, Borrower shall maintain policies of comprehensive general liability insurance on an occurrence basis against claims for bodily injury and property damage, including personal injury or death occurring upon or in the Property and on or in the streets adjoining the Property, to afford protection with initial limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in the event of bodily injury, personal injury, or death of any number of persons and One Million and 00/100 Dollars (\$1,000,000.00) in the event of damage to property, arising out of one occurrence, and thereafter during the term of the Loan in such greater amount as, in Lender's reasonable judgment, shall be appropriate, based on the amounts and types of insurance commonly carried for similar premises similarly situated. Lender shall be named as an additional insured under such policies as its interest may appear. Further, Borrower shall maintain (i) automobile liability insurance covering all owned, non-owned or hired vehicles complying with the provisions of the Michigan No-Fault Insurance Act, with minimum bodily injury limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each occurrence and minimum property damage limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence; (ii) if required by law, federal or state workers compensation insurance that meets Michigan's statutory requirements; and (iii) if required by federal or state law, Borrower shall maintain policies insuring against loss or damage by flood or similar casualty. The amount of any deductible and all exclusions from coverage shall be satisfactory to Lender. Certificates of insurance shall be in a form satisfactory to Lender. All insurance companies shall have a rating of not less than A.M. Best Rating of "A+" or better and shall be authorized to conduct business in the State of Michigan. Each policy shall include a provision for thirty (30) days' prior written notice to the Lender of any proposed cancellation or substantial modification thereof. All proceeds payable under Borrower's policies of insurance may be applied by the Lender to the repayment of the Loan, in such order as the Lender may determine, however any amount paid to Lender under Borrower's proceeds shall result in a principal balance reduction of the Loan in equal value until such time as the principal balance of the Loan is zero dollars (\$0.00), notwithstanding Lender's discretion as to the order of application of payments. If and when, following a disbursement under this provision, the principal balance of the Loan becomes (\$0.00) then Lender will be entitled to no further disbursements under this Agreement. Borrower shall deliver evidence of insurance complying with this Section 5.3 prior to the disbursement of the Loan annually thereafter.

4.4 Execute and deliver to the Lender such documents and agreements as the Lender may from time-to-time reasonably request to carry out the terms and conditions of this Agreement, including all evidences of ownership of, certificates of title, or applications for title to the Property.

4.5 Deliver to the Lender within five (5) days of the receipt any communication in any way concerning any act or omission on Borrower's part regarding the use, generation, storage or release of a hazardous waste or substance. Borrower agrees to indemnify and hold harmless the Lender from any and all loss, damage, cost, liability, or expense (including all reasonable attorneys' fees) arising out of Borrower's use, generation, storage, or release of any hazardous waste or substance.

4.6 Deliver to the Lender within five (5) days of the receipt a copy of any communication from the Federal Department of Labor concerning any alleged act or omission on Borrower's part in connection with the payment of minimum and/or overtime wages to an employee.

4.7 Deliver to the Lender within five (5) days of the receipt a copy of any communication concerning any violation of a state or Federal law which could result in the forfeiture of any of the Collateral or the Property.

4.8 Immediately upon Borrower's learning thereof, inform the Lender of all adverse information relating to the financial condition of any account debtor which has or will have a material adverse effect on the business of Borrower.

4.9 Comply with the United States Constitution and all Federal and state legislation governing Fair Employment Practices and Equal Employment Opportunity. Borrower shall recognize the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination.

4.10 Comply with rules and procedures adopted by the Civil Rights, Inclusion & Opportunity Department of the City of Wyandotte.

4.11 Use the proceeds of the Loan solely for the Permitted Uses.

5. NEGATIVE COVENANTS. Borrower covenants that, so long as any amounts remain outstanding on the Loan or this Agreement is in effect, Borrower shall not, without the Lender's prior written consent:

5.1 Acquire, merge or consolidate with or into any other Person.

5.2 Incur any Obligations outside of the ordinary and usual course of Borrower's business; create or permit to be created any security interest, lien, pledge, mortgage, or encumbrance on the Security, other than those expressly permitted by this Agreement;

5.3 Become liable for the Obligations of any Person, except by endorsement of instruments for deposit.

5.4 Suspend or cease operating all or a material portion of Borrower's business.

5.5 Sell, encumber, dispose of, or permit the sale, encumbrance or disposal of any portion of the Security outside of the ordinary and usual course of Borrower's business.

5.6 Discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with respect to his/her promotion, job assignment, tenure, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefits status, sex, or sexual orientation.

6. COSTS AND EXPENSES

Notwithstanding anything to the contrary herein, Borrower shall reimburse the Lender, on demand, for all reasonable expenses incurred or to be incurred by the Lender in connection with (a) the negotiation, preparation, and closing of the Loan contemplated by this Agreement through

the administrative fees associated with the capture of Tax Increment Revenues approved under the Brownfield Plan #23; and (b) enforcement of any of the Lender's rights and remedies with respect to the Loan, this Agreement, or the Property. In the event that any of the aforementioned expenses are not paid to the Lender on demand, such expenses shall, at the Lender's elections, be added to, and become a part of, the Loan.

7. LENDER'S RIGHTS AND REMEDIES.

7.1 Upon the occurrence of an event of default, the Lender may do any one or more of the following, at Lender's sole election:

a. Declare the Loan, including all outstanding principal and other charges and fees, including any assessed and unpaid late fees, to be immediately due and payable once the available property tax increment revenues are paid.

b. Exercise any and all of the rights accruing to the Lender as a secured party under the Code and any other applicable law.

7.2 The Lender's failure to exercise any right, remedy, or option under any of the Loan Documents or other agreement between the Lender and Borrower or delay by the Lender in exercising the same, shall not operate as a waiver of such right, remedy or option. The Lender's rights and remedies hereunder will be cumulative and not exclusive.

8. MISCELLANEOUS

8.1 This Agreement may only be modified, amended or terminated with the written consent of Borrower and the Lender.

8.2 This Agreement shall inure to the benefit of and bind the Lender's and Borrower's respective representatives, successors, and assigns; provided, however, that Borrower may not assign this Agreement or any rights hereunder without the Lender's prior written consent, and any prohibited assignment shall be absolutely void. The Lender's consent to Borrower's assignment shall not release Borrower from their joint and several obligations hereunder.

8.3 Borrower acknowledges that the Lender may sell, assign, transfer, negotiate, or grant participations in all or any part of the Lender's rights and benefits in any of the Loan Documents to any third party without the consent of Borrower. In connection therewith, the Lender may disclose all documents and information which the Lender now or hereafter may have relating to Borrower or Borrower's business.

8.4 If any provision of this Agreement shall be prohibited or invalid under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

8.5 This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

8.6 The Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments to any portion of the principal of and interest on the Loan and any other amounts due hereunder.

8.7 Borrower agrees to give the Lender written notice of any action or omission by the Lender or its agents in connection with this Agreement that may be actionable against the Lender or that may be a defense to repayment of the Loan for any reason.

8.8 Any notice required hereunder shall be in writing, and addressed to the party to be notified, by certified mail, overnight delivery or hand delivery, as follows:

If to the Lender: City of Wyandotte Brownfield Redevelopment Authority
Add address
Attn.: Authorized Agent

with a copy to: City of Wyandotte
Add Address
Attn.: General Counsel

If to Borrower: 3131 Biddle LLC
Attn: Ron Thomas
97 Oak Suite 101
Wyandotte, MI 48192

or to such other address as each party may designate in writing.

8.9 Borrower represents and warrants to the Lender that, with respect to the financing transaction herein contemplated, no Person is entitled to any brokerage fee or other commission, and Borrower agrees to indemnify and hold the Lender harmless against any and all such claims.

8.10 The section and subsection headings contained in this Agreement are included for convenience of reference only and shall not constitute part of this Agreement for any other purpose or be given substantive effect.

8.11 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

8.12 By its execution of this Agreement, Borrower authorizes and directs Lender to prepare and file, without any further action on the part of Borrower, any and all financing statements, continuation statements, assignments, amendments and termination statements as Lender determines to be necessary or advisable in order to create, perfect, continue, assign, amend or terminate the Lender's security interest described in this Agreement.

8.13 Notwithstanding anything to the contrary contained in this Agreement, all agreements which either now are or which shall become agreements between Borrower and the Lender are hereby limited so that in no contingency or event whatsoever shall the total liability for

payments in the nature of interest and other charges and expenses exceed the applicable limits imposed by any applicable usury laws. If any payments in the nature of interest and other charges and expenses made under this Agreement are held to be in excess of the limits imposed by any applicable usury laws, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the Obligations evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest and other charges and expenses shall not exceed the applicable limits imposed by any applicable usury laws, in compliance with the desires of the Company and the Lender. This provision shall never be superseded or waived and shall control every other provision of this Agreement and all agreements between Borrower and the Lender, or their successors and assigns.

9. CONDITIONS TO FUNDING. The funding of the Loan is subject to the satisfaction by Borrower of the following conditions precedent, each in form and substance satisfactory to Lender:

9.1 Execution and delivery of all documents evidencing and securing the Indebtedness and the security therefor, including but not limited to the Development and Reimbursement Agreement.

9.2 Payment by Borrower of any amounts owing Lender under Sections 2.6 of this Agreement.

9.3 Lender shall have received the following, each in form and substance acceptable to Lender in all respects:

a. Current and certified copies of the articles of incorporation and operating agreement of Borrower and any manager or member of Borrower that is an entity.

b. The resolutions of Borrower and its manager or members, as necessary, authorizing the Loan and the granting of the liens contemplated hereunder, and designating the parties to sign and deliver documents on behalf of Borrower, which resolution shall be certified to Lender and shall designate the person(s) authorized to execute and deliver this Agreement and Loan Documents.

c. A recent survey of the Property, and/or such certificates or affidavits as may be reasonably requested by Lender.

d. Insurance policies or certificates evidencing such insurance, as required by Section 6.3 of this Agreement.

e. Environmental assessment or assessments of the Property satisfactory to Lender in its sole discretion.

f. A UCC search of the records of the Michigan Secretary of State and of Wayne County which reveal no liens or financing statements filed against Borrower.

g. A legal opinion of Borrower's counsel as to the following matters, and any

other legal opinions as may be reasonably required by the Lender or its legal counsel;

i. Borrower is a limited liability corporation, duly organized, in good standing, and validly existing under the laws of the State of Michigan.

ii. The Loan Documents, as that term is defined below, have been duly authorized, executed, and delivered by an authorized officer of the Borrower, and the Loan Documents are valid and binding obligations of the Borrower, enforceable in accordance with their respective terms.

10. JOINT AND SEVERAL OBLIGATION

If there shall be more than one Person named as a Borrower, the obligations of Borrower shall be joint and several. The Lender may, in its discretion, seek enforcement of this Agreement and any Loan Document against one or more of Borrower, without affecting or impairing the right of the Lender to later seek enforcement against any other Person who is a Borrower. The liquidation, dissolution, termination of existence, death, bankruptcy, insolvency, or legal incapacity, as applicable, of one Person who is a Borrower shall not affect or impair the obligations of any other Person who is a Borrower. Lender, in its discretion, may release any one or more of Borrower for any consideration which it deems adequate (or for no consideration), and may fail or elect not to prove any claim against the estate of any deceased, bankrupt, insolvent or incompetent Borrower. The obligations of each Borrower under this Agreement and the other Loan Documents shall be binding on that Borrower's respective heirs, personal representatives, executors, administrators, guardians, conservators, trustees, successors and assigns. No Borrower is entering into this Agreement in reliance upon the performance hereof by any other Borrower.

(signatures begin on next page)

IN WITNESS WHEREOF, Borrower has executed and delivered this Loan Agreement as of the date first written above.


BORROWER
3131 BIDDLE LLC
Attn: Ron Thomas
97 Oak Suite 101
Wyandotte, MI 48192

By: _____
Print Name: _____
Its: _____

LENDER
CITY OF WYANDOTTE BROWNFIELD
REDEVELOPMENT AUTHORITY, a Michigan
public authority and body corporate

By:  _____
Print Name: Charles L. Mix
Its: Chairman

and

By:  _____
Print Name: PAUL L. LAMANES
Its: SECRETARY

Approved as to Form Only:
Counsel to Lender
xxy, a Professional Corporation

By: _____

**EXHIBIT A - LBRF Loan Agreement
REAL PROPERTY**


Parcel Number: 82 57 011 15 0018 300

Jurisdiction: CITY OF WYANDOTTE

County: WAYNE

Printed on

01/27/2022

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.	
Property Address	Class: COMMERCIAL-IMPROVE	Zoning:	Building Permit(s)	Date	Number	Status			
3131 BIDDLE	School: WYANDOTTE CITY SCHOOL DIST	Commercial - Alteration	10/06/2021	PBLD21-0666	COMPLETE				
Owner's Name/Address	P.R.E. 0%	Fire	02/05/2021	PF21-0004	COMPLETE				
CITY OF WYANDOTTE 3200 BIDDLE STE 200 WYANDOTTE MI 48192	MAP #: FORMER CITY HALL	Commercial - Alteration	02/11/2020	PBLD20-0059	COMPLETE				
	2022 Est TCV 0 TCV/TFA: 0.00	Commercial - Alteration	09/06/2019	PBLD19-0642	COMPLETE				
Tax Description	X Improved	Vacant	Land Value Estimates for Land Table 00020.COMMERCIAL						
LOTS 18 TO 27 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR	Public Improvements	* Factors * Description Frontage Depth Front Depth Rate %Adj. Reason Value COMMERCIAL BIDDLE/DOWNTOWN 30000 SqFt 10.25000 100 0.69 Total Acres Total Est. Land Value = 307,500							
SPLIT/COMBINED ON 01/12/2022 FROM 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000;	Dirt Road								
Comments/Influences	Gravel Road								
Split/Comb. on 01/12/2022 completed 01/12/2022 edunlap OWNER REQUEST ;	Paved Road								
Parent Parcel(s): 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000;	Storm Sewer								
Child Parcel(s): 57 011 15 0018 300;	Sidewalk								
-----	Water								
	Sewer								
	Electric								
	Gas								
	Curb								
	Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	Level								
	Rolling								
Low									
High									
Landscaped									
Swamp									
Wooded									
Pond									
Waterfront									
Ravine									
Wetland									
Flood Plain									
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
			2022	EXEMPT	EXEMPT	EXEMPT			EXEMPT
			2021	0	0	0			0
			2020	0	0	0			0
			2019	0	0	0			0

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*** Information herein deemed reliable but not guaranteed***

EXHIBIT C
BROWNFIELD PLAN NO. 23

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2022-95**

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

UNDER THE DATE OF: March 28, 2022

MOVED BY: Councilperson Hanna

SUPPORTED BY: Councilperson Stec

WHEREAS, the Wyandotte City Council is authorized by the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended (the "Act"), to create a Brownfield Redevelopment Authority; and

WHEREAS, on March 8th, 2022, the Wyandotte Downtown Development Authority (the "DDA") adopted a resolution supporting the transfer of tax capture that would otherwise be captured by the DDA to the Wyandotte Brownfield Redevelopment Authority (the "WBRA") to reimburse eligible activities and other expenses identified in Brownfield Redevelopment Plan No. 23 (the "Plan") all in accordance with the Interlocal Agreement between the DDA and the WBRA, which was approved by the DDA on March 11, 2014 and the WBRA on March 18, 2014.

WHEREAS, on February, 15th 2022, the WBRA adopted the Plan consisting of property at 3131 Biddle Avenue, as identified in the Plan, subject to passage of a resolution by the Wyandotte City Council. A complete legal description and map of said property is included with the Plan; and

WHEREAS, the WBRA has now submitted the Brownfield Plan for Site No. 23 to the area taxing jurisdictions to capture under the Plan and the Michigan Economic Development Corporation (MEDC) and Michigan Department of Environment, Great Lakes and Energy (EGLE) for review and comment, and provided legal notice to the general public as required by Act 381; and

WHEREAS, the WBRA has now submitted the Plan for review and approval by the Wyandotte City Council, and the Wyandotte City Council has conducted a public hearing on the matter as required by Act 381;

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte City Council finds that the Brownfield Plan for Site No. 23 constitutes a public purpose through the following considerations:

1. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
2. The proposed method of financing the costs of the eligible activities as described in the Plan is feasible subject to the Michigan Strategic Fund (MSF) and/or Michigan Economic Development Corporation (MEDC) approving school tax capture for the project;
3. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purpose of the Act; and
4. The amount of the captured taxable value estimated by the Plan is reasonable;

BE IT FURTHER RESOLVED THAT given the above finding, the Wyandotte City Council hereby approves the Brownfield Plan for Site No. 23 for implementation by the WBRA.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on March 28, 2022 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.



Lawrence S. Stec
City Clerk

Approved 4/19/2022

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

City Council Chambers and VIRTUAL ZOOM AUDIO MEETING

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, February 15, 2022 at 8:42 AM and was held in City Council Chambers 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.

Roll call produced the following:

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

BOARD MEMBERS ABSENT: Melissa Armatis (Excused)

Minutes of Previous Meeting (December 21st, 2021)

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

Presentations/Persons in Attendance - None

Communications/Resolutions –

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

Dated: February 15, 2022

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

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

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

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Maher

SUPPORTED BY MEMBER: Garmo

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
_____	Armatis	_____
<u> X </u>	Badalamenti	_____
<u> X </u>	Drysdale	_____
<u> X </u>	Garmo	_____
<u> X </u>	LaManes	_____
<u> X </u>	Maher	_____
<u> X </u>	Mix	_____
<u> X </u>	Sliwinski	_____

ABSTAIN: None

ABSENT: Armatis (Excused)

 7 Yeas; 0 Nays; 0 Abstention(s)

Motion X passes; _____ fails

Other/Old Business

None

Late Items

Member Maher expressed condolences for the passing of Ed Ronco.

Next Meeting

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

Adjournment

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

Paul L. LaManes, Secretary

CITY OF WYANDOTTE BROWNFIELD
REDEVELOPMENT AUTHORITY

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

Prepared by:

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

Jamieson Development Consulting
4495 Lynne Lane
Commerce Township, MI 48382
Contact Person: Anne Jamieson-Urena
Phone: 248-762-8701

As adopted by the City of Wyandotte
Brownfield Redevelopment Authority on

February 15, 2022

As adopted by the Wyandotte City Council on
March 28, 2022

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

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PROJECT SUMMARY

Project Name:	The Federal Building Redevelopment – 3131 Biddle Avenue
Type of Eligible Property:	The property is determined to be “Functionally Obsolete”
Eligible Activities:	EGLE Pre-Approved and Due Care Activities, and MSF Non-Environmental Activities that include Demolition, Hazardous Building Materials abatement, Site Preparation, Infrastructure Improvements, and Preparation and Implementation of a Brownfield Plan and Act 381 Work Plan
Developer (s) and City/DDA Reimbursable Costs:	\$3,861,152 (includes eligible activities and contingency)
Years to Complete Reimbursement:	30 Years from start of capture
Estimated Capital Investment:	Approximately \$9.9 million in private investment and \$3.7 million in public infrastructure investment (Including Acquisition, Hard and Soft Costs)
Project Overview:	<p>This project is a public/private partnership and includes the partial demolition of the former Federal Department Store Building built in the 1940s and most recently used as the City of Wyandotte Municipal offices (late 1960s-2012). The property is comprised of a vacant building and two adjacent lots that will be designated for public and private parking. The obsolete property located in the center of an otherwise well-maintained downtown district is the last large, vacant building in Wyandotte's downtown district, and its redevelopment is thought of as pivotal and vital to the downtown community's advancement. The building currently is 2 stories plus a basement, each a bit under 12,000 square feet, for a total size of 35,000+/- square foot. The redevelopment will be a mixed-use design and addition of two new floors, plus a rooftop bar/restaurant, for a total of 5 stories. The middle 3 stories will be 100% residential, ~36 units in total, most of which will have water views totaling approximately 28,000+/- square feet. The main floor will have ~9,000 sq ft of commercial/retail space facing Biddle Avenue, the main throughfare through Wyandotte's downtown. Additionally, the 1st floor will contain a residential tenant lobby. The City/DDA will complete public infrastructure improvements to the adjacent alleys and utility corridors to assist with the facilitation of the private development and to create a vibrant public space with enhanced recreational opportunities including increased pedestrian and bicycle safety and access.</p>

I. INTRODUCTION

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

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

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

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

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

II. GENERAL PROVISIONS

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

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

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

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

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

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

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

Parcel information is outlined below.

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

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

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

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

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

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

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

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

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

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

C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a), (b))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

				Developer Total Estimated Tax Reimbursement	\$ 3,861,152
				BRA Admin or LBRF Fee Tax Reimbursement	\$ 211,501
				State Brownfield Redevelopment Fund Reimbursement	\$ 157,367
					\$ 4,230,021
Estimated Total Years of Plan: 30					

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	36.19%	\$ 1,397,204		\$ 1,397,204
Local	63.81%	\$ 2,463,948	\$ -	\$ 2,463,948
TOTAL				
MSF / EGLE	100%	\$ 3,861,152		\$ 3,861,152
Local only	0%		\$ -	\$ -

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

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

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

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

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

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

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

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

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

a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished, once all the terms of the Reimbursement Agreement have been fulfilled.

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

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

G. Effective Date of Inclusion in Brownfield Plan

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

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

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

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

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

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

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

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

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

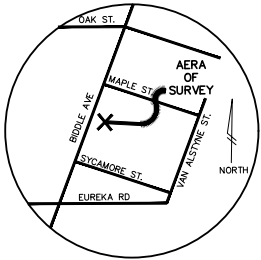
K. Developer's Obligations, Representations and Warrants

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

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

ATTACHMENTS

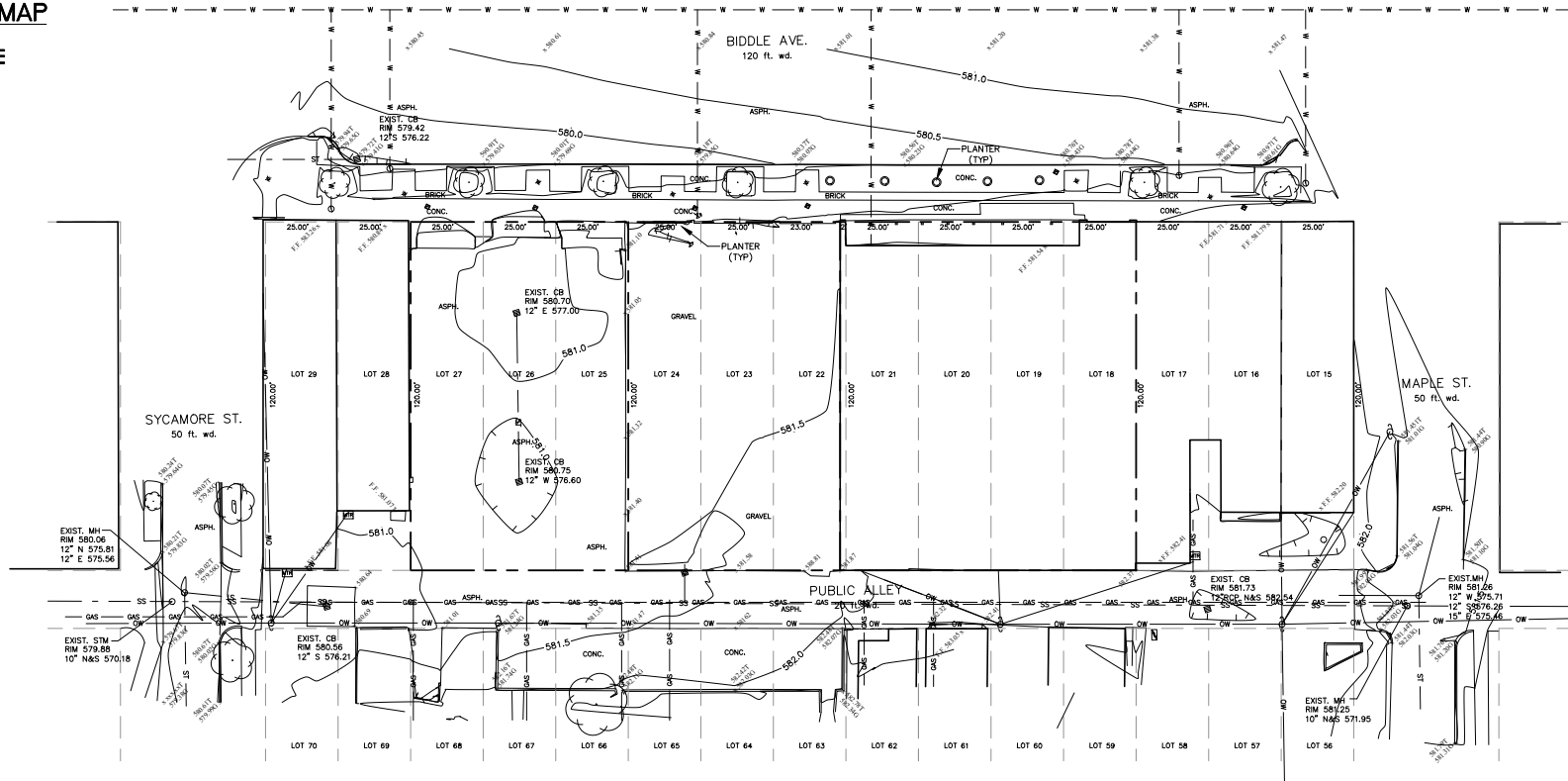
ATTACHMENT A
SITE MAPS AND RENDERINGS



LOCATION MAP

NO SCALE

LEGEND	
SS	EXIST. SANITARY SEWER
W	EXIST. WATER MAIN
W	EXIST. GATE VALVE AND WELL
W	EXIST. HYDRANT
W	EXIST. WATER VALVE
W	EXIST. WATER SHUT-OFF
ST	EXIST. STORM SEWER
ST	EXIST. STORM MANHOLE
ST	EXIST. STORM CATCH BASIN
OW	EXIST. OVERHEAD WIRE
UE	EXIST. UNDERGROUND CABLE
GAS	EXIST. GAS LINE
GAS	EXIST. GUARDRAIL
B	BENCHMARK
M	MAIL BOX
E	EXIST. ELEC. MANHOLE
L	EXIST. LIGHT POLE
U	EXIST. UTILITY POLE
S	EXIST. SIGN
T	DECIDUOUS TREE
C	EXIST. CONTOUR
E	EXIST. ELEVATION
F	EXIST. FENCE
F	EXIST. FINISH FLOOR



SURVEY NOTES

- THE FACADE AND THE OVERHANG OF 3131 BIDDLE ENCR OACH INTO THE BIDDLE RIGHT-OF-WAY.
- THE WALL MOUNTED AIR CONDITIONER UNIT ON THE BUILDING AT 3169 BIDDLE ENCR OACHES OVER THE PROPERTY LINE.
- NO WATER VALVE WAS FOUND FOR 3131 BIDDLE. THE SERVICE IS SHOW APPROX. AS TAKEN FROM RECORDS.

LEGAL DESCRIPTION

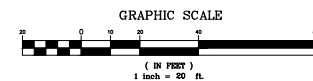
3131 BIDDLE E #57-011-15-0018-000
LOTS 18 TO 21 INCLUSIVE, ALSO NORTH 2 FEET OF LOT 22 OF EUREKA IRON AND STEEL WORKS RESUBDIVISION OF BLOCK 32, AS
RECORDED IN L.22 P.49 W.C.R.

3149 BIDDLE E #57-011-15-0022-002
THE SOUTH 23 FEET OF LOT 22 ALSO LOTS 23 AND 24 OF EUREKA IRON AND STEEL WORKS RESUBDIVISION OF BLOCK 32, AS
RECORDED IN L.22 P.49 W.C.R.

4 PARKING LOT #57-011-15-0025-000
LOTS 23, 25, AND 27 OF EUREKA IRON AND STEEL WORKS RESUBDIVISION OF BLOCK 32, AS RECORDED IN L.22 P.49 W.C.R.

GENERAL NOTES

- PART OF THIS SITE HAS BEEN RAZED. THERE MAY BE UNDERGROUND OBSTRUCTIONS NOT SHOWN ON THIS DRAWING.
- NOT ALL UNDERGROUND UTILITY RECORDS HAVE BEEN RECEIVED. LINES SHOWN ARE APPROXIMATE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTILITIES, INCLUDING SERVICE LINE CONNECTIONS, AND NOTIFYING ALL UTILITY OWNERS AND MISSING.
- AS NECESSARY, CONTRACTOR SHALL HAND DIG FOR ALL AREAS WHERE UTILITIES LOCATION AND/OR UTILITIES DEPTH ARE QUESTIONABLE.
- THE LOCATION OF UTILITIES INDICATED HEREON WERE OBTAINED FROM UTILITY RECORDS AND FIELD SURVEY WHERE POSSIBLE. HOWEVER, NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE LOCATION, TYPE AND EXTENT OF UTILITIES WHETHER OR NOT THE SAME ARE INDICATED OR SHOWN.



CHARLES E. RAINES COMPANY
CIVIL ENGINEERS / SURVEYORS
17700 FORT ST. RIVERVIEW, MICHIGAN 48193
(734) 285-7510 FAX (734) 285-7572



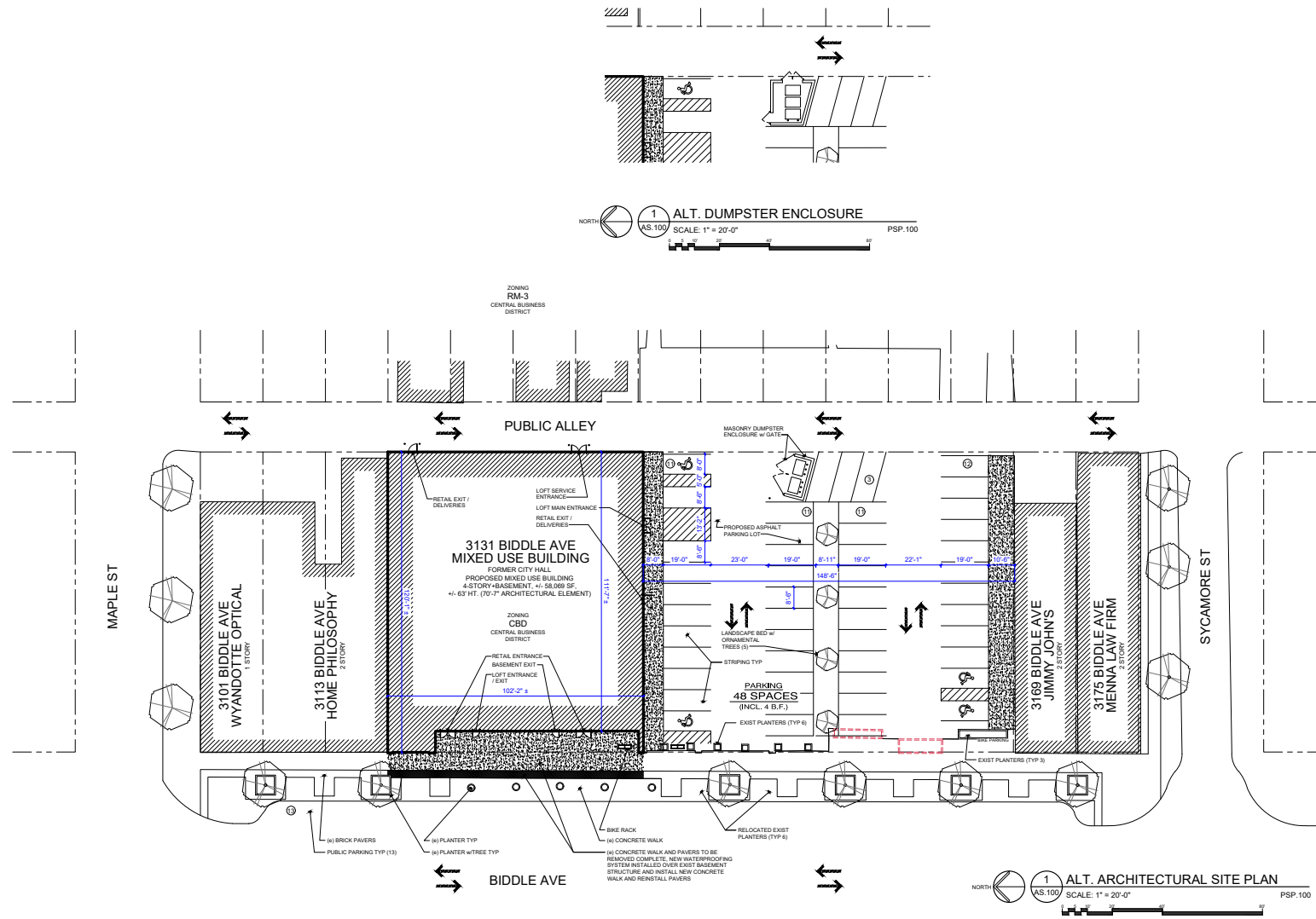
TOPOGRAPHIC SURVEY
3131 BIDDLE AVE.
WYANDOTTE, MICHIGAN 48193

PROJECT
JOB
2130

TOPOGRAPHIC SURVEY
SHEET 1 OF 1

SHEET
1

NOT FOR
CONSTRUCTION
OWNER REVIEW DESIGN
12.14.2021



Wyandotte DDA East Alley Improvements

PROJECT FACT SHEET

Project Overview

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

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

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

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



ATTACHMENT B

TABLE 1 – ELIGIBLE ACTIVITIES TABLE

Table 1 - Brownfield Eligible Activities -The Federal Building - 3131 Biddle, Wyandotte

EGLE and MSF Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan	Estimated Total Cost of EPA Eligible Activities to be covered Grant	Estimated Total Cost of LBRF Loan for Developer -TIF Reimbursable Activities	Estimated Total Cost of City / DDA TIF Reimbursable Activities	Completion/Season/Year
EGLE Pre- Approved Activities and Department Specific Eligible Activities					Winter - Spring 2022
Phase I Environmental Site Assessment (ESA)		\$ 3,000.00			
Phase II ESA	\$ 10,000.00		\$ 10,000.00		
Baseline Environmental Assessment (BEA)	\$ 3,000.00		\$ 3,000.00		
Pre-rehab/demo. Hazardous Building Materials Survey		\$ 17,000.00			
Health and Safety Plan(s)	\$ 1,500.00		\$ 1,500.00		
Due Care Planning - evaluation of current conditions	\$ 3,500.00		\$ 3,500.00		
Due Care Plan(s) - on site construction management due care plan					
Due Care Plan-Pre Development					
Due Care Plan-Construction Management Plan					
Due Care Investigation					
Project Management					
Total - BEA Activities *no contingency already completed	\$ 18,000.00	\$ 20,000.00	\$ 18,000.00		
EGLE Due Care Activities					Summer-Fall/2024
Soil/Gas Vapor Mitigation System (GVMS)	\$ 99,000.00		\$ 99,000.00		
GVMS-Passive Venting System					
GVMS-Specialized Foundations					
GVMS-Vapor Mitigation Design (incl. EGLE approval)					
GVMS-Vapor Barrier Installation - materials and install					
GVMS-System Pre and Post-Installation Testing					
GVMS-Vapor Barrier Installation Oversight					
Engineering evaluation compaction testing/certification/design and certification of VI system					
Soil Management-Transportation	\$ 10,000.00		\$ 10,000.00		
Soil Management-Disposal	\$ 10,000.00		\$ 10,000.00		
Sub-Total Due Care Activities	\$ 119,000.00		\$ 119,000.00		
Contingency	\$ 17,850.00		\$ 17,850.00		
Due Care - Project Management	\$ 11,900.00		\$ 11,900.00		
Total - Due Care Activities	\$ 148,750.00		\$ 148,750.00		
Total - EGLE - Department Specific Eligible Activities	\$ 166,750.00		\$ 166,750.00		
MSF - Non- Environmental Eligible Activities					

Table 1 - Brownfield Eligible Activities -The Federal Building - 3131 Biddle, Wyandotte

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

Table 1 - Brownfield Eligible Activities -The Federal Building - 3131 Biddle, Wyandotte

EGLE and MSF Eligible Activities	Estimated Total Cost of Eligible Activities approved under Brownfield Plan	Estimated Total Cost of EPA Eligible Activities to be covered Grant	Estimated Total Cost of LBRF Loan for Developer -TIF Reimbursable Activities	Estimated Total Cost of City / DDA TIF Reimbursable Activities	Completion/Season/Year
Specific and Unique activities related to Special Foundations to support rehabilitation of an existing building steel and concrete	\$ 85,000.00		\$ 85,000.00		Winter 2023-Fall 2023
Temporary Site and Traffic Control (6 months)	\$ 12,500.00		\$ 12,500.00		
Site Preparation - Project Management	\$ 12,100.00		\$ 12,100.00		
Total - Site Preparation	\$ 133,100.00		\$ 133,100.00		
Infrastructure Improvements					
Landscape in ROW	\$ 10,000.00		\$ 10,000.00		Fall 2024
Lighting in ROW	\$ 15,000.00		\$ 15,000.00		
Public Alley and green infrastructure in parking lots Improvements (City)	\$ 1,337,070.00			\$ 1,337,070.00	
Public Utilities- Overhead Electrical relocation (City)	\$ 1,214,400.00			\$ 1,214,400.00	
Sidewalk & Pavers in ROW	\$ 7,000.00		\$ 7,000.00		
Infrastructure Improvements - Project Management City	\$ 17,000.00			\$ 17,000.00	
Infrastructure Improvements - Project Management - Developer	\$ 3,200.00		\$ 3,200.00		
Total Infrastructure	\$ 2,603,670.00		\$ 35,200.00	\$ 2,568,470.00	
Contingency on all Non-Environmental Activities	\$ 57,782.00		\$ 7,100.00	\$ 50,682	
Brownfield Plan & Act 381 Work Plan Preparation					
Brownfield Plan/Act 381 Work Plan Preparation / Project Management	\$ 15,000.00		\$ 15,000.00		completed 2022
Act 381 Work Plan Implementation / Reimbursement Agreement and associated Project Management and Legal review	\$ 15,000.00		\$ 15,000.00		Spring/Summer 2022 - Spring 2024
Sub-Total Brownfield Plan & Act 381 Work Plan Preparation	\$ 30,000.00		\$ 30,000.00		
Total Estimated Brownfield Activities - State and Local Reimbursement	\$ 3,861,152.00				
Total Estimated Brownfield Activities	\$ 3,861,152.00	\$ 20,000	\$ 1,242,000.00	\$ 2,619,152.00	

ATTACHMENT C
TAX INCREMENT FINANCE TABLES

Tax Increment Revenue Capture Estimates
The Federal Building
3131 Biddle Avenue
City of Wyandotte, Wayne County, Michigan
February 2022

Estimated Taxable Value (TV) Increase Rate 1%:

Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV	\$ -	\$ 950,000	\$ 1,909,500	\$ 1,928,595	\$ 1,947,881	\$ 1,967,360	\$ 1,987,033	\$ 2,006,904	\$ 2,026,973	\$ 2,047,242	\$ 2,067,715	\$ 2,088,392	\$ 2,109,276	\$ 2,130,369	\$ 2,151,672
Incremental Difference (New TV - Base TV)		\$ 950,000	\$ 1,909,500	\$ 1,928,595	\$ 1,947,881	\$ 1,967,360	\$ 1,987,033	\$ 2,006,904	\$ 2,026,973	\$ 2,047,242	\$ 2,067,715	\$ 2,088,392	\$ 2,109,276	\$ 2,130,369	\$ 2,151,672

School Capture *no capture	Millage Rate														
State Education Tax (SET)	6.0000	\$	5,700	\$ 11,457	\$ 11,572	\$ 11,687	\$ 11,804	\$ 11,922	\$ 12,041	\$ 12,162	\$ 12,283	\$ 12,406	\$ 12,530	\$ 12,656	\$ 12,782
School Operating Tax	18.0000	\$	17,100	\$ 34,371	\$ 34,715	\$ 35,062	\$ 35,412	\$ 35,767	\$ 36,124	\$ 36,486	\$ 36,850	\$ 37,219	\$ 37,591	\$ 37,967	\$ 38,347
School Total	24.0000	\$	22,800	\$ 45,828	\$ 46,286	\$ 46,749	\$ 47,217	\$ 47,689	\$ 48,166	\$ 48,647	\$ 49,134	\$ 49,625	\$ 50,121	\$ 50,623	\$ 51,129

Local Capture	Millage Rate														
City Operating	14.7109	\$	13,975	\$ 28,090	\$ 28,371	\$ 28,655	\$ 28,942	\$ 29,231	\$ 29,523	\$ 29,819	\$ 30,117	\$ 30,418	\$ 30,722	\$ 31,029	\$ 31,340
Refuse	2.4564	\$	2,334	\$ 4,690	\$ 4,737	\$ 4,785	\$ 4,833	\$ 4,881	\$ 4,930	\$ 4,979	\$ 5,029	\$ 5,079	\$ 5,130	\$ 5,181	\$ 5,233
Drain O&M	3.1263	\$	2,970	\$ 5,970	\$ 6,029	\$ 6,090	\$ 6,151	\$ 6,212	\$ 6,274	\$ 6,337	\$ 6,400	\$ 6,464	\$ 6,529	\$ 6,594	\$ 6,660
LIBRARY	1.5243	\$	1,448	\$ 2,911	\$ 2,940	\$ 2,969	\$ 2,999	\$ 3,029	\$ 3,059	\$ 3,090	\$ 3,121	\$ 3,152	\$ 3,183	\$ 3,215	\$ 3,247
RESA Operating/Special Ed	3.4643	\$	3,291	\$ 6,615	\$ 6,681	\$ 6,748	\$ 6,816	\$ 6,884	\$ 6,953	\$ 7,022	\$ 7,092	\$ 7,163	\$ 7,235	\$ 7,307	\$ 7,380
RESA Enhanced	2.0000	\$	1,900	\$ 3,819	\$ 3,857	\$ 3,896	\$ 3,935	\$ 3,974	\$ 4,014	\$ 4,054	\$ 4,094	\$ 4,135	\$ 4,177	\$ 4,219	\$ 4,261
Wayne County Parks	0.2459	\$	234	\$ 470	\$ 474	\$ 479	\$ 484	\$ 489	\$ 493	\$ 498	\$ 503	\$ 508	\$ 514	\$ 519	\$ 524
Sinking Fund	1.7500	\$	1,663	\$ 3,342	\$ 3,375	\$ 3,409	\$ 3,443	\$ 3,477	\$ 3,512	\$ 3,547	\$ 3,583	\$ 3,619	\$ 3,655	\$ 3,691	\$ 3,728
Wayne County Operating	6.6380	\$	6,306	\$ 12,675	\$ 12,802	\$ 12,930	\$ 13,059	\$ 13,190	\$ 13,322	\$ 13,455	\$ 13,590	\$ 13,725	\$ 13,863	\$ 14,001	\$ 14,141
WCCC	3.2408	\$	3,079	\$ 6,188	\$ 6,250	\$ 6,313	\$ 6,376	\$ 6,440	\$ 6,504	\$ 6,569	\$ 6,635	\$ 6,701	\$ 6,768	\$ 6,836	\$ 6,904
HCMA	0.2104	\$	200	\$ 402	\$ 406	\$ 410	\$ 414	\$ 418	\$ 422	\$ 426	\$ 431	\$ 435	\$ 439	\$ 444	\$ 448
WCTA	0.9991	\$	949	\$ 1,908	\$ 1,927	\$ 1,946	\$ 1,966	\$ 1,985	\$ 2,005	\$ 2,025	\$ 2,045	\$ 2,066	\$ 2,087	\$ 2,107	\$ 2,128
Jails	0.9381	\$	891	\$ 1,791	\$ 1,809	\$ 1,827	\$ 1,846	\$ 1,864	\$ 1,883	\$ 1,902	\$ 1,921	\$ 1,940	\$ 1,959	\$ 1,979	\$ 1,998
Local Total	41.3045	\$	39,239	\$ 78,871	\$ 79,660	\$ 80,456	\$ 81,261	\$ 82,073	\$ 82,894	\$ 83,723	\$ 84,560	\$ 85,406	\$ 86,260	\$ 87,123	\$ 87,994

Non-Capturable Millages	Millage Rate														
City Debt (Yack, Police/Court/Central Fire/Amb/Equip.	2.4564	\$	2,334	\$ 4,690	\$ 4,737	\$ 4,785	\$ 4,833	\$ 4,881	\$ 4,930	\$ 4,979	\$ 5,029	\$ 5,079	\$ 5,130	\$ 5,181	\$ 5,233
Zoo	0.1000	\$	95	\$ 191	\$ 193	\$ 195	\$ 197	\$ 199	\$ 201	\$ 203	\$ 205	\$ 207	\$ 209	\$ 211	\$ 213
Art Institute	0.2000	\$	190	\$ 382	\$ 386	\$ 390	\$ 393	\$ 397	\$ 401	\$ 405	\$ 409	\$ 414	\$ 418	\$ 422	\$ 426
CITY DEBT	4.0000	\$	3,800	\$ 7,638	\$ 7,714	\$ 7,792	\$ 7,869	\$ 7,948	\$ 8,028	\$ 8,108	\$ 8,189	\$ 8,271	\$ 8,354	\$ 8,437	\$ 8,521
Total Non-Capturable Taxes	6.7564	\$	6,419	\$ 12,901	\$ 13,030	\$ 13,161	\$ 13,292	\$ 13,425	\$ 13,559	\$ 13,695	\$ 13,832	\$ 13,970	\$ 14,110	\$ 14,251	\$ 14,394

Total Millages	72.0609														
		Total Tax Increment Revenue (TIR)													
	65.3045	Available for Capture	\$	-	\$ 62,039	\$ 124,699	\$ 125,946	\$ 127,205	\$ 128,477	\$ 129,762	\$ 131,060	\$ 132,370	\$ 133,694	\$ 135,031	\$ 136,381

Tax Increment Revenue Capture Estimates
The Federal Building
3131 Biddle Avenue
City of Wyandotte, Wayne County, Michigan
February 2022

Estimated Taxable Value (TV) Increase Rate 1%:

Plan Year	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Calendar Year	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV	\$ 2,173,189	\$ 2,194,921	\$ 2,216,870	\$ 2,239,039	\$ 2,261,429	\$ 2,284,044	\$ 2,306,884	\$ 2,329,953	\$ 2,353,252	\$ 2,376,785	\$ 2,400,553	\$ 2,424,558	\$ 2,448,804	\$ 2,473,292	\$ 2,473,292
Incremental Difference (New TV - Base TV)	\$ 2,173,189	\$ 2,194,921	\$ 2,216,870	\$ 2,239,039	\$ 2,261,429	\$ 2,284,044	\$ 2,306,884	\$ 2,329,953	\$ 2,353,252	\$ 2,376,785	\$ 2,400,553	\$ 2,424,558	\$ 2,448,804	\$ 2,473,292	\$ 2,473,292

School Capture *no capture	Millage Rate															
State Education Tax (SET)	6.0000	\$	13,039	\$ 13,170	\$ 13,301	\$ 13,434	\$ 13,569	\$ 13,704	\$ 13,841	\$ 13,980	\$ 14,120	\$ 14,261	\$ 14,403	\$ 14,547	\$ 14,693	\$ 14,840
School Operating Tax	18.0000	\$	39,117	\$ 39,509	\$ 39,904	\$ 40,303	\$ 40,706	\$ 41,113	\$ 41,524	\$ 41,939	\$ 42,359	\$ 42,782	\$ 43,210	\$ 43,642	\$ 44,078	\$ 44,519
School Total	24.0000	\$	52,157	\$ 52,678	\$ 53,205	\$ 53,737	\$ 54,274	\$ 54,817	\$ 55,365	\$ 55,919	\$ 56,478	\$ 57,043	\$ 57,613	\$ 58,189	\$ 58,771	\$ 59,359

Local Capture	Millage Rate															
City Operating	14.7109	\$	31,970	\$ 32,289	\$ 32,612	\$ 32,938	\$ 33,268	\$ 33,600	\$ 33,936	\$ 34,276	\$ 34,618	\$ 34,965	\$ 35,314	\$ 35,667	\$ 36,024	\$ 36,384
Refuse	2.4564	\$	5,338	\$ 5,392	\$ 5,446	\$ 5,500	\$ 5,555	\$ 5,611	\$ 5,667	\$ 5,723	\$ 5,781	\$ 5,838	\$ 5,897	\$ 5,956	\$ 6,015	\$ 6,075
Drain O&M	3.1263	\$	6,794	\$ 6,862	\$ 6,931	\$ 7,000	\$ 7,070	\$ 7,141	\$ 7,212	\$ 7,284	\$ 7,357	\$ 7,431	\$ 7,505	\$ 7,580	\$ 7,656	\$ 7,732
LIBRARY	1.5243	\$	3,313	\$ 3,346	\$ 3,379	\$ 3,413	\$ 3,447	\$ 3,482	\$ 3,516	\$ 3,552	\$ 3,587	\$ 3,623	\$ 3,659	\$ 3,696	\$ 3,733	\$ 3,770
RESA Operating/Special Ed	3.4643	\$	7,529	\$ 7,604	\$ 7,680	\$ 7,757	\$ 7,834	\$ 7,913	\$ 7,992	\$ 8,072	\$ 8,152	\$ 8,234	\$ 8,316	\$ 8,399	\$ 8,483	\$ 8,568
RESA Enhanced	2.0000	\$	4,346	\$ 4,390	\$ 4,434	\$ 4,478	\$ 4,523	\$ 4,568	\$ 4,614	\$ 4,660	\$ 4,707	\$ 4,754	\$ 4,801	\$ 4,849	\$ 4,898	\$ 4,947
Wayne County Parks	0.2459	\$	534	\$ 540	\$ 545	\$ 551	\$ 556	\$ 562	\$ 567	\$ 573	\$ 579	\$ 584	\$ 590	\$ 596	\$ 602	\$ 608
Sinking Fund	1.7500	\$	3,803	\$ 3,841	\$ 3,880	\$ 3,918	\$ 3,958	\$ 3,997	\$ 4,037	\$ 4,077	\$ 4,118	\$ 4,159	\$ 4,201	\$ 4,243	\$ 4,285	\$ 4,328
Wayne County Operating	6.6380	\$	14,426	\$ 14,570	\$ 14,716	\$ 14,863	\$ 15,011	\$ 15,161	\$ 15,313	\$ 15,466	\$ 15,621	\$ 15,777	\$ 15,935	\$ 16,094	\$ 16,255	\$ 16,418
WCCC	3.2408	\$	7,043	\$ 7,113	\$ 7,184	\$ 7,256	\$ 7,329	\$ 7,402	\$ 7,476	\$ 7,551	\$ 7,626	\$ 7,703	\$ 7,780	\$ 7,858	\$ 7,936	\$ 8,015
HCMA	0.2104	\$	457	\$ 462	\$ 466	\$ 471	\$ 476	\$ 481	\$ 485	\$ 490	\$ 495	\$ 500	\$ 505	\$ 510	\$ 515	\$ 520
WCTA	0.9991	\$	2,171	\$ 2,193	\$ 2,215	\$ 2,237	\$ 2,259	\$ 2,282	\$ 2,305	\$ 2,328	\$ 2,351	\$ 2,375	\$ 2,398	\$ 2,422	\$ 2,447	\$ 2,471
Jails	0.9381	\$	2,039	\$ 2,059	\$ 2,080	\$ 2,100	\$ 2,121	\$ 2,143	\$ 2,164	\$ 2,186	\$ 2,208	\$ 2,230	\$ 2,252	\$ 2,274	\$ 2,297	\$ 2,320
Local Total	41.3045	\$	89,762	\$ 90,660	\$ 91,567	\$ 92,482	\$ 93,407	\$ 94,341	\$ 95,285	\$ 96,238	\$ 97,200	\$ 98,172	\$ 99,154	\$ 100,145	\$ 101,147	\$ 102,158

Non-Capturable Millages	Millage Rate															
City Debt (Yack, Police/Court/Central Fire/Amb/Equip.	2.4564	\$	5,338	\$ 5,392	\$ 5,446	\$ 5,500	\$ 5,555	\$ 5,611	\$ 5,667	\$ 5,723	\$ 5,781	\$ 5,838	\$ 5,897	\$ 5,956	\$ 6,015	\$ 6,075
Zoo	0.1000	\$	217	\$ 219	\$ 222	\$ 224	\$ 226	\$ 228	\$ 231	\$ 233	\$ 235	\$ 238	\$ 240	\$ 242	\$ 245	\$ 247
Art Institute	0.2000	\$	435	\$ 439	\$ 443	\$ 448	\$ 452	\$ 457	\$ 461	\$ 466	\$ 471	\$ 475	\$ 480	\$ 485	\$ 490	\$ 495
CITY DEBT	4.0000	\$	8,693	\$ 8,780	\$ 8,867	\$ 8,956	\$ 9,046	\$ 9,136	\$ 9,228	\$ 9,320	\$ 9,413	\$ 9,507	\$ 9,602	\$ 9,698	\$ 9,795	\$ 9,893
Total Non-Capturable Taxes	6.7564	\$	14,683	\$ 14,830	\$ 14,978	\$ 15,128	\$ 15,279	\$ 15,432	\$ 15,586	\$ 15,742	\$ 15,900	\$ 16,059	\$ 16,219	\$ 16,381	\$ 16,545	\$ 16,711

Total Millages	72.0609															
		Total Tax Increment Revenue (TIR)														
	65.3045	Available for Capture	\$	141,919	\$ 143,338	\$ 144,772	\$ 146,219	\$ 147,682	\$ 149,158	\$ 150,650	\$ 152,156	\$ 153,678	\$ 155,215	\$ 156,767	\$ 158,335	\$ 159,918

Tax Increment Revenue Capture Estimates
The Federal Building
 3131 Biddle Avenue
 City of Wyandotte, Wayne County, Michigan
 February 2022

Estimated Taxable Value (TV) Increase Rate 1%:

Plan Year		30	TOTAL
Calendar Year		2052	
*Base Taxable Value		\$ -	
Estimated New TV		\$ 2,498,025	
Incremental Difference (New TV - Base TV)		\$ 2,498,025	
School Capture *no capture		Millage Rate	
State Education Tax (SET)	6.0000	\$ 14,988	\$ 388,643
School Operating Tax	18.0000	\$ 44,964	\$ 1,165,928
School Total	24.0000	\$ 59,953	
Local Capture		Millage Rate	
City Operating	14.7109	\$ 36,748	\$ 952,881
Refuse	2.4564	\$ 6,136	\$ 159,110
Drain O&M	3.1263	\$ 7,810	\$ 202,502
LIBRARY	1.5243	\$ 3,808	\$ 98,735
RESA Operating/Special Ed	3.4643	\$ 8,654	\$ 224,396
RESA Enhanced	2.0000	\$ 4,996	\$ 129,548
Wayne County Parks	0.2459	\$ 614	\$ 15,928
Sinking Fund	1.7500	\$ 4,372	\$ 113,354
Wayne County Operating	6.6380	\$ 16,582	\$ 429,968
WCCC	3.2408	\$ 8,096	\$ 209,919
HCMA	0.2104	\$ 526	\$ 13,628
WCTA	0.9991	\$ 2,496	\$ 64,716
Jails	0.9381	\$ 2,343	\$ 60,764
Local Total	41.3045	\$ 103,180	
Non-Capturable Millages		Millage Rate	
City Debt (Yack, Police/Court/Central Fire/Amb/Equip.	2.4564	\$ 6,136	\$ 159,110
Zoo	0.1000	\$ 250	\$ 6,477
Art Institute	0.2000	\$ 500	\$ 12,955
CITY DEBT	4.0000	\$ 9,992	\$ 259,095
Total Non-Capturable Taxes	6.7564	\$ 16,878	\$ 437,638
Total Millages	72.0609		
		Total Tax Increment Revenue (TIR)	
	65.3045	Available for Capture	\$ 163,132 \$ 4,230,021

Estimated Total
Years of Plan: 30

Developer/City/DDA Total Estimated Tax Reimburse	\$ 3,861,152
BRA Admin or LBRF Fee Tax Reimbursement	\$ 211,501
State Brownfield Redevelopment Fund	\$ 157,367
Reimbursement	\$ 4,230,021

[illegible]

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Tax Increment Revenue Reimbursement Allocation Table
The Federal Building
3131 Biddle
City of Wyandotte, Wayne County, MI
February 2022

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	TOTAL
Total State Incremental Revenue	\$ 53,205	\$ 53,737	\$ 54,274	\$ 54,817	\$ 55,365	\$ 55,919	\$ 56,478	\$ 57,043	\$ 57,613	\$ 58,189	\$ 58,771	\$ 59,359	\$ 59,359	\$ 59,953	\$ 1,554,571
State Brownfield Redevelopment Fund (50%)	\$ 6,651	\$ 6,717	\$ 6,784	\$ 6,852	\$ 6,921	\$ 6,990	\$ 7,060	\$ 7,130	\$ 7,202						\$ 157,367
State TIR Available for Reimbursement	\$ 46,554	\$ 47,020	\$ 47,490	\$ 47,965	\$ 48,445	\$ 48,929	\$ 49,418	\$ 49,912	\$ 50,412	\$ 58,189	\$ 58,771	\$ 59,359	\$ 59,359	\$ 59,953	\$ 1,397,204
Total Local Incremental Revenue	\$ 91,567	\$ 92,482	\$ 93,407	\$ 94,341	\$ 95,285	\$ 96,238	\$ 97,200	\$ 98,172	\$ 99,154	\$ 100,145	\$ 101,147	\$ 102,158	\$ 102,158	\$ 103,180	\$ 2,675,450
BRA/LBRF Administrative Fee (5%)	\$ 7,239	\$ 7,311	\$ 7,384	\$ 7,458	\$ 7,532	\$ 7,608	\$ 7,684	\$ 7,761	\$ 7,838	\$ 7,917	\$ 7,996	\$ 8,076	\$ 8,076	\$ 8,157	\$ 211,501
Local TIR Available for Reimbursement	\$ 84,328	\$ 85,171	\$ 86,023	\$ 86,883	\$ 87,752	\$ 88,630	\$ 89,516	\$ 90,411	\$ 91,315	\$ 92,228	\$ 93,151	\$ 94,082	\$ 94,082	\$ 95,023	\$ 2,463,948
Total State & Local TIR Available	\$ 130,882	\$ 132,191	\$ 133,513	\$ 134,848	\$ 136,197	\$ 137,559	\$ 138,934	\$ 140,324	\$ 141,727	\$ 150,418	\$ 151,922	\$ 153,441	\$ 153,441	\$ 154,976	\$ 3,861,152
DEVELOPER															
DEVELOPER Reimbursement Balance	\$ 1,859,491	\$ 1,727,300	\$ 1,593,786	\$ 1,458,938	\$ 1,322,741	\$ 1,185,183	\$ 1,046,248	\$ 905,925	\$ 764,198	\$ 613,780	\$ 461,858	\$ 308,417	\$ 154,975	(0)	\$ 3,861,152

ATTACHMENT D
LETTER DETERMINING FUNCTIONAL OBSOLESCENCE


Parcel Number: 82 57 011 15 0018 300

Jurisdiction: CITY OF WYANDOTTE

County: WAYNE

Printed on

01/27/2022

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.	
Property Address	Class: COMMERCIAL-IMPROVE	Zoning:	Building Permit(s)	Date	Number	Status			
3131 BIDDLE	School: WYANDOTTE CITY SCHOOL DIST	Commercial - Alteration	10/06/2021	PBLD21-0666	COMPLETE				
Owner's Name/Address	P.R.E. 0%	Fire	02/05/2021	PF21-0004	COMPLETE				
CITY OF WYANDOTTE 3200 BIDDLE STE 200 WYANDOTTE MI 48192	MAP #: FORMER CITY HALL	Commercial - Alteration	02/11/2020	PBLD20-0059	COMPLETE				
	2022 Est TCV 0 TCV/TFA: 0.00	Commercial - Alteration	09/06/2019	PBLD19-0642	COMPLETE				
Tax Description	X Improved	Vacant	Land Value Estimates for Land Table 00020.COMMERCIAL						
LOTS 18 TO 27 EUREKA IRON AND STEEL WORKS RE-SUB T3S R11E L22 P49 WCR	Public Improvements	* Factors * Description Frontage Depth Front Depth Rate %Adj. Reason Value COMMERCIAL BIDDLE/DOWNTOWN 30000 SqFt 10.25000 100 307,500 0.69 Total Acres Total Est. Land Value = 307,500							
SPLIT/COMBINED ON 01/12/2022 FROM 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000;	Dirt Road								
Comments/Influences	Gravel Road								
Split/Comb. on 01/12/2022 completed 01/12/2022 edunlap OWNER REQUEST ;	Paved Road								
Parent Parcel(s): 57 011 15 0018 000, 57 011 15 0022 002, 57 011 15 0025 000;	Storm Sewer								
Child Parcel(s): 57 011 15 0018 300;	Sidewalk								
-----	Water								
	Sewer								
	Electric								
	Gas								
	Curb								
	Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	Level								
	Rolling								
Low									
High									
Landscaped									
Swamp									
Wooded									
Pond									
Waterfront									
Ravine									
Wetland									
Flood Plain									
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
			2022	EXEMPT	EXEMPT	EXEMPT			EXEMPT
			2021	0	0	0			0
			2020	0	0	0			0
			2019	0	0	0			0

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*** Information herein deemed reliable but not guaranteed***

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Robert A. DeSana

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

ASSESSING DEPARTMENT

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

January 28, 2022

Re: Assessor's Statement of Obsolescence

Dear Sir/Madam:

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

Sincerely,



Eric Dunlap
City Assessor

EXHIBIT D
DDA BRA INTERLOCAL AGREEMENT

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Robert A. DeSana

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

DOWNTOWN DEVELOPMENT AUTHORITY

March 15th, 2022

TO: Wyandotte Brownfield Redevelopment Authority

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

Honorable Chairperson and Authority Members:

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

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

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

Joe Gruber
DDA Director

c/o: Todd Drysdale, City Administrator



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

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

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

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

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

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

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

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

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

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

THEREFORE, the parties agree as follows:

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

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

END OF PAGE

This Agreement was approved by the City of Wyandotte BRA and the Chairperson and Secretary were authorized to sign this Agreement on the 19TH day of APRIL, 2022, and was signed by the Chairperson and Secretary on the 29TH day of April, 2022.

WITNESSES

CITY OF WYANDOTTE
BROWNFIELD REDEVELOPMENT AUTHORITY

Susan Walker

Charles Mfx

Charles Mfx, Chairperson

Susan Walker

Paul LaManes

Paul LaManes, Secretary

SWORN to and subscribed before me, a Notary Public, in the County of Wayne, this

29 day of April, 2022.

Notary Public: Susan Walker

My Commission Expires: 02-05-2028

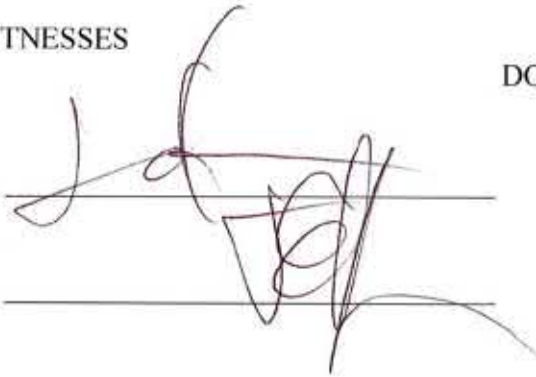
Acting in the County of: Wayne

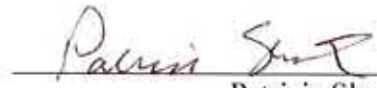
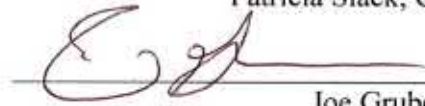
END OF PAGE

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

WITNESSES

CITY OF WYANDOTTE
DOWNTOWN DEVELOPMENT AUTHORITY




Patricia Slack, Chairperson

Joe Gruber, Director

SWORN to and subscribed before me, a Notary Public, in the County of Wayne, this

9th day of March, 2022.

Notary Public:  Monroe County

My Commission Expires: 12/4/2022

Acting in the County of: Wayne

BETH A. LEKITY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MONROE
MY COMMISSION EXPIRES Dec 4, 2022
ACTING IN COUNTY OF Wayne

END OF PAGE

INTERLOCAL AGREEMENT

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

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

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

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

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

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

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

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

THEREFORE, the parties agree as follows:

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

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

2. Limitation to tax Increment Revenues from Property. The BRDA shall only use tax increment revenues generated by the identified eligible property and transferred by the DDA to the BRDA to pay for approved eligible activity costs and other uses authorized by Act 381 and the approved brownfield plan, and neither party shall be required to use other revenues generated by virtue of other properties or projects other than the identified eligible property. Upon conclusion or dissolution of the brownfield plan, all remaining tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.

3. BRDA as Agent Under This Agreement. The parties designate the BRDA as the agent for collection and disbursement of all tax increment revenues generated by the eligible property until such time all obligations of the approved brownfield plan have been satisfied.

4. BRDA as Agent Under Development or Reimbursement Agreements. The parties agree to designate the BRDA as agent to enforce the terms of any Development or Reimbursement agreements executed with outside parties.

5. Effective Date. The Agreement shall commence upon its approval by the legislative bodies of the DDA and BRDA and duly executed by their authorized representatives and filed with the County Clerk and Secretary of State of the State of Michigan as required by Act 7.

6. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

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

END OF PAGE

This Agreement was approved by the City of Wyandotte BRDA and the Chairperson and Secretary were authorized to sign this Agreement on the 18 day of MARCH, 2014, and was signed by the Chairperson and Secretary on the 3/18 day of 2014.

Witnesses:

CITY OF WYANDOTTE BROWNFIELD
REDEVELOPMENT AUTHORITY

Scott A. Lampada

Charles L. Mix
Charles L. Mix, Chairperson

Greg Mayhew
Greg Mayhew, Secretary

SWORN To and subscribed before me, a Notary Public, in the County of Wayne, this 18 day of March, 2014.

Notary Public: Kelly Kiburt

My commission expires: 2/13/19

Acting in the County of Wayne

END OF PAGE

This Agreement was approved by the City of Wyandotte DDA and the Chairperson and Director were authorized to sign this Agreement on the 11th day of MARCH, 2014, and was signed by the Chairperson and Director on the 17th day of 2014.

Witnesses:

CITY OF WYANDOTTE DOWNTOWN
DEVELOPMENT AUTHORITY

[Signature]

[Signature]

Patt Slack, Chairperson

[Signature]

[Signature]

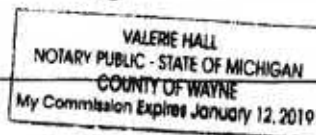
Natalie Rankine, Director

SWORN To and subscribed before me, a Notary Public, in the County of Wayne, this 18 day of March, 2014.

Notary Public:

[Signature]

My commission expires:



Acting in the County of _____

END OF PAGE

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 12

ITEM: Brownfield Plan No. 23: Local Brownfield Revolving Fund (LBRF) Loan Agreement

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The Local Brownfield Revolving Fund (LBRF) has been established by the Wyandotte Brownfield Redevelopment Authority (WBRA) using funds from a previous redevelopment project in the City of Wyandotte in which the United States Environmental Protection Agency (EPA) provided funds to the City for environmental remediation and clean-up of the Labadie Park Project site. Upon completion of that project, and a 'close-out' of the original agreement, the funds may now revolve back into another redevelopment project which again may be used for more eligible environmental activities.

In conjunction with the Brownfield Plan number 23 for the Federal Building Redevelopment and the Downtown East Alleyway infrastructure project, on April 19th, the WBRA approved this LBRF Loan Agreement in the amount of \$1,242,000 with the Developers. This LBRF Loan Agreement outlines the process by which the Developer can access and utilize funds from the WBRA for eligible Brownfield activities. The LBRF Loan will be repaid to the WBRA by the developer using the future tax revenues generated from the redevelopment project. Once repaid and replenished, the LBRF may again be utilized to support another transformative project in 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 and festive downtown atmosphere."

ACTION REQUESTED: The DDA Director is requesting City Council to approve the LBRF Loan Agreement for Brownfield Plan No. 23 and to approve Mayor, City Clerk and City Attorney to sign and execute the agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The \$1,242,000 LBRF Loan will be repaid by the Developer to the WBRA for the Developer's private eligible Brownfield activities.

IMPLEMENTATION PLAN: The DDA Director, City Administrator, and City Attorney to jointly execute the LBRF Loan Agreement.

LIST OF ATTACHMENTS:

1. Brownfield Plan No. 23 - LBRF Loan Agreement 4.19.2022

RESOLUTION

Item Number: #12

Date: May 9, 2022

RESOLUTION by Councilperson _____

WHEREAS, the City Council approved Brownfield Plan Number 23 for the Federal Building Redevelopment and the Downtown East Alleyway Infrastructure on Monday, March 28th, 2022; and

WHEREAS, the Wyandotte Brownfield Redevelopment Authority approved the Local Brownfield Revolving Fund Loan Agreement for Brownfield Plan Number 23 on Tuesday, April 19th, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the Local Brownfield Revolving Fund Loan Agreement for Brownfield Plan Number 23 and BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Mayor, City Clerk and City Attorney to sign and execute the agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

**AGREEMENT BETWEEN CITY OF WYANDOTTE BROWNFIELD REDEVELOPMENT
AUTHORITY AND 3131 BIDDLE LLC FOR A LOCAL BROWNFIELD REVOLVING
FUND (LBRF) LOAN**

This **LBRF LOAN AGREEMENT** (the “**Agreement**”) is entered into as of this ____ day of _____ 2022 between **City of Wyandotte Brownfield Redevelopment Authority**, a Michigan public authority and body corporate, as lender (the “**Lender**”) and **3131 Biddle, LLC**, a Michigan limited liability corporation (the “**Borrower**”).

RECITALS

WHEREAS, the Lender was created pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended (“**Act 381**”) for the purpose of facilitating the implementation of brownfield plans and promoting the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted or functionally obsolete property within the City of Wyandotte (the “**City**”); and

WHEREAS, the Lender is empowered by Act 381 to own, mortgage, convey, or otherwise dispose of land and other property, real or personal, that the Lender determines is reasonably necessary to achieve the purposes of Act 381; establish a local brownfield revolving fund to pay the cost of eligible activities on eligible property in the City; make loans, participate in the making of loans, undertake commitments to make loans and mortgages; and to make and enter into such contracts and other documentation as are necessary or incidental to the exercise of its powers and the performance of its duties, including, but not limited to, loan agreements; and

WHEREAS, the Lender established a Local Brownfield Revolving Fund (the “**LBRF**”) pursuant to Section 8 of Act 381; and

WHEREAS, Borrower owns property located at 3131 Biddle Avenue, Wayne County, Michigan (the “**Property**”) with Tax Parcel No Property tax ID: 82 57-011-15-0018-300 in the City of Wyandotte (as more particularly described on **Exhibit A** attached hereto and referred to as the “**Property**”); and

WHEREAS, Borrower desires to rehab and redevelop the Property into a mixed-use development (the “**Project**”); and

WHEREAS, Borrower has requested that the Lender make a loan from the LBRF and extend other financial assistance to or for Borrower's benefit in connection with the Project; and

WHEREAS, the Lender has agreed to make a loan from the LBRF and to extend financial assistance to Borrower in accordance with the terms and conditions set forth in this Agreement as evidenced by the pledged tax increment revenue generated off of the redevelopment as described in the Development and Reimbursement Agreement.

NOW THEREFORE, in consideration of the mutual development and reimbursement agreement attached to this LBRF Loan Agreement including the recitals set forth above, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meaning shown below. Any accounting terms used in this Agreement, unless otherwise indicated, shall have the meanings customarily given to them in accordance with GAAP, as that term is defined below.

1.1 **"Brownfield Plan"** The Property is considered "eligible property" as defined by Act 381, Section 2 because the Property was previously utilized for a commercial purpose; and (b) the Property is determined to be "functionally obsolete". The building has been determined to be "Functionally Obsolete" by a Michigan Master Assessing Officer (MMAO) (formerly Level IV). The Property was identified as "functionally obsolete" at the time of its purchase by Owner, through no fault or responsibility of Owner.

1.2 **"Code"** means the Uniform Commercial Code enacted in the State of Michigan, as amended.

1.3 **"Construction Lender"** Not Available (NA).

1.4 **"Construction Loan"** means the loan to Borrower from the Construction Lender for the construction of Project in an amount equal to \$ NA.

1.5 **"Development and Reimbursement Agreement"** A brownfield development and reimbursement agreement ("Agreement") made this ____ day of _____, 2022, ("Effective Date") by and among the City of Wyandotte Brownfield Redevelopment Authority ("WBRA"), the City of Wyandotte (the "City") acting through the Wyandotte City Council, 3200 Biddle Avenue, Wyandotte, MI 48192, the Downtown Development Authority ("DDA") to reimburse the eligible activities as defined in the Brownfield Plan.

1.6 **"Effective Date"** shall mean the date this Agreement is executed by both Lender and Borrower.

1.7 **"Environmental Indemnity"** means that certain Environmental Certificate and Indemnification Agreement executed by each of the Borrower in favor of the Lender.

1.8 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination and which are applied on a consistent basis. Any accounting terms used in this Agreement, unless otherwise indicated, shall have the meanings customarily given to them in accordance with GAAP.

1.9 “**Loan**” means the Local Brownfield Revolving Fund (LBRF) Loan in the amount of **One-Million Two-Hundred Forty-Two Thousand Dollars (\$1,242,000)** made to Borrower by the Lender pursuant to this Agreement.

1.10 “**Loan Documents**” means, collectively, this Agreement, the Development and Reimbursement Agreement, and any other document or instrument evidencing or related to the Loan or the liens granted by Borrower therefore.

1.11 “**Maturity Date**” means the date that is: **December 31st, 2052..**

1.12 “**Obligations**” means all of Borrower’s present and future obligations, liabilities, debts, claims, and Obligations, contingent, fixed, or otherwise, however evidenced, created, incurred, acquired, owing, or arising, whether under written or oral agreement, operation of law, or otherwise, and includes, without limiting the foregoing: (i) the Loan, as that term is defined below, (ii) obligations and liabilities of any Person, as that term is defined below, secured by a lien, claim, encumbrance, or security interest upon property owned by Borrower, even though Borrower has not assumed or become liable therefore, (iii) obligations and liabilities created or arising under any lease (including capitalized leases) or conditional sales contract or other title retention agreement with respect to property used or acquired by Borrower, even though the rights and remedies of the lessor, seller, or lender are limited to repossession, (iv) all unfunded pension fund obligations and liabilities, and (v) deferred taxes.

1.13 “**Person**” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, Plan (as defined in ERISA), government, or any agency or political division thereof, or any other entity.

2. LOAN

2.1 Loan. Subject to the terms of this Agreement, the Lender hereby loans Borrower an amount equal to the principal amount of **One-Million Two-Hundred and Forty-Two thousand Dollars (\$1,242,000)**.

2.2 Interest. No interest shall be charged.

2.3 Payments and Disbursements. The LBRF Loan shall be repaid solely through the Tax Increment Revenues generated by the new development as depicted in the Brownfield Plan #23 and attached to the Development and Reimbursement Agreement.

The Loan principal amount shall be advanced from Lender to Borrower upon periodic draw requests by Borrower, with accompanying documentation to substantiate each advance, each time in amounts equal to Borrower’s requested amount, provided Borrower’s accompanying documentation is consistent with the permitted use of the funds as set forth by section 2.5 of this Agreement, other provisions of this Agreement, and the other Loan Documents. Borrower may request advances for the purposes of one or more of the following: i) reimbursement for cost incurred, ii) reimbursement for work completed, or iii) to satisfy due or outstanding invoices to hired 3rd parties provided all work is completed in a satisfactory manner and the required waiver of liens are provided before

payment. Lender shall review, and if approved advance all requested funds within 30 days of receipt of a draw request. Approval of a draw request shall not be unreasonably withheld.

2.4 Purpose of Loan. Borrower agrees that the proceeds of the Loan shall be used to reimburse or pay for the costs associated with eligible activities (as defined by Act 381, as amended) on the Property as described in Section 8 of Act 381 (the “**Permitted Uses**”).

2.5 Costs and Expenses. In consideration of the Lender’s acceptance of this Agreement, Borrower paid or shall pay the Lender the sum of all reasonable out-of-pocket costs and expenses, including legal fees and filing fees, incurred by the Lender in connection with the preparation, execution, filing, and delivery of documents relating to this Agreement.

2.6 Security. The Loan and Borrower’s obligations under the Loan Documents shall be secured solely by the Property Tax Increment Revenue generated off of the new development as described in the Brownfield Plan.

2.7 Prepayment. The Loan may be prepaid in whole or in part at any time without penalty or premium. Amounts paid by or collected from Brownfield Plan may be applied first to any unpaid expenses, and then to the unpaid principal balance.

3. **REPRESENTATIONS AND WARRANTIES.** Each of the following representations and warranties shall be conclusively presumed to have been made by Borrower and relied upon by the Lender regardless of any investigation made or information possessed by the Lender. The representations and warranties set forth in this Agreement shall be cumulative and in addition to any other representations and warranties given by Borrower to the Lender prior to or subsequent to the date hereof. Borrower warrants and represents that:

3.1 Borrower is duly organized and existing in good standing as a limited liability company under the laws of the State of Michigan. Borrower has all requisite power and authority to conduct business, to own property, and to execute, deliver, and perform all of its obligations under this Agreement.

3.2 The execution, delivery and performance by Borrower of the transactions contemplated by this Agreement will neither constitute a breach of Borrower’s Articles of Incorporation nor an event of default under any material agreement or document to which Borrower is a party or bound.

3.3 Borrower possesses adequate licenses for the conduct of its business.

3.4 As of the date of this Agreement, Borrower has capital sufficient to conduct its business, is solvent, and is able to pay its debts as they mature.

3.5 There are no pending or threatened litigation, actions, proceedings, or outstanding decrees or judgments entered against Borrower which would materially and adversely affect its business assets, operations, or condition, financial or otherwise, and the Property.

3.6 Borrower is not subject to any labor dispute; and no labor contract is scheduled to expire during the term of this Agreement except as previously disclosed in writing to the Lender.

3.7 Borrower is not in violation of any applicable statute, regulation, or ordinance, in any respect materially and adversely affecting the Property, or Borrower's business, assets, operations, or condition, financial or otherwise.

3.8 Borrower's financial statements which have been delivered to the Lender have been prepared in accordance with GAAP, and present Borrower's financial condition as of the date thereof and Borrower's results of operations for the period then ended. There have been no material and adverse changes in Borrower's financial condition or operations since the date of the most recent financial statements submitted to the Lender.

3.9 Borrower has not received any notice alleging, nor is it aware of any facts indicating, noncompliance with any State or Federal law governing the use, generation, storage, or release of any hazardous waste or substance.

3.10 Neither Borrower, nor any holder of an equity interest in is a Person listed on the Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) and/or on any other list of terrorists or terrorist organizations maintained pursuant to the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

3.11 The Borrower, as of the date of execution of this Agreement, is in good standing with regard to its Purchase Agreement to acquire the Property.

4. AFFIRMATIVE COVENANTS. Borrower covenants that, so long as any amounts due and payable pursuant to this Agreement remain outstanding or this Agreement is in effect, and unless the Lender shall otherwise consent in writing, Borrower shall:

4.1 Promptly file all property tax returns and other reports which Borrower is required to file, and promptly pay all property taxes, assessments, and other charges, except those being contested in good faith and for which the amount in dispute has been escrowed or reserved by Borrower.

4.2 Comply, in all material respects, with the requirements of all applicable laws, rules, regulations, and orders of governmental authorities relating to Borrower and the conduct of Borrower's business.

4.3 Obtain and maintain the insurance policies required by this Section 5.3. Borrower shall maintain an "all-risk" hazard insurance policy in an amount not less than \$1,242,000.00 covering all present and future Collateral, the Property and all parts, additions or accessions thereto, with a lender loss payee clause acceptable to Lender, in favor of and protecting Lender's interest. Such insurance shall include without limitation coverage against damage caused by vandalism and sewer or water backup and shall not include a vacancy limitation or exclusion. In the event any proceeds shall be payable to Borrower, or otherwise become available, as a result of the insurance referred to in this Section, all such proceeds dispersed beyond those which are due and payable to any third party mortgage lenders shall be the property of Lender, up to but not exceeding the principal

amount currently due on the Loan at the time of disbursement, and applied to the Loan unless used as otherwise expressly permitted by the Loan Documents. Further, Borrower shall maintain policies of comprehensive general liability insurance on an occurrence basis against claims for bodily injury and property damage, including personal injury or death occurring upon or in the Property and on or in the streets adjoining the Property, to afford protection with initial limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) in the event of bodily injury, personal injury, or death of any number of persons and One Million and 00/100 Dollars (\$1,000,000.00) in the event of damage to property, arising out of one occurrence, and thereafter during the term of the Loan in such greater amount as, in Lender's reasonable judgment, shall be appropriate, based on the amounts and types of insurance commonly carried for similar premises similarly situated. Lender shall be named as an additional insured under such policies as its interest may appear. Further, Borrower shall maintain (i) automobile liability insurance covering all owned, non-owned or hired vehicles complying with the provisions of the Michigan No-Fault Insurance Act, with minimum bodily injury limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each occurrence and minimum property damage limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence; (ii) if required by law, federal or state workers compensation insurance that meets Michigan's statutory requirements; and (iii) if required by federal or state law, Borrower shall maintain policies insuring against loss or damage by flood or similar casualty. The amount of any deductible and all exclusions from coverage shall be satisfactory to Lender. Certificates of insurance shall be in a form satisfactory to Lender. All insurance companies shall have a rating of not less than A.M. Best Rating of "A+" or better and shall be authorized to conduct business in the State of Michigan. Each policy shall include a provision for thirty (30) days' prior written notice to the Lender of any proposed cancellation or substantial modification thereof. All proceeds payable under Borrower's policies of insurance may be applied by the Lender to the repayment of the Loan, in such order as the Lender may determine, however any amount paid to Lender under Borrower's proceeds shall result in a principal balance reduction of the Loan in equal value until such time as the principal balance of the Loan is zero dollars (\$0.00), notwithstanding Lender's discretion as to the order of application of payments. If and when, following a disbursement under this provision, the principal balance of the Loan becomes (\$0.00) then Lender will be entitled to no further disbursements under this Agreement. Borrower shall deliver evidence of insurance complying with this Section 5.3 prior to the disbursement of the Loan annually thereafter.

4.4 Execute and deliver to the Lender such documents and agreements as the Lender may from time-to-time reasonably request to carry out the terms and conditions of this Agreement, including all evidences of ownership of, certificates of title, or applications for title to the Property.

4.5 Deliver to the Lender within five (5) days of the receipt any communication in any way concerning any act or omission on Borrower's part regarding the use, generation, storage or release of a hazardous waste or substance. Borrower agrees to indemnify and hold harmless the Lender from any and all loss, damage, cost, liability, or expense (including all reasonable attorneys' fees) arising out of Borrower's use, generation, storage, or release of any hazardous waste or substance.

4.6 Deliver to the Lender within five (5) days of the receipt a copy of any communication from the Federal Department of Labor concerning any alleged act or omission on Borrower's part in connection with the payment of minimum and/or overtime wages to an employee.

4.7 Deliver to the Lender within five (5) days of the receipt a copy of any communication concerning any violation of a state or Federal law which could result in the forfeiture of any of the Collateral or the Property.

4.8 Immediately upon Borrower's learning thereof, inform the Lender of all adverse information relating to the financial condition of any account debtor which has or will have a material adverse effect on the business of Borrower.

4.9 Comply with the United States Constitution and all Federal and state legislation governing Fair Employment Practices and Equal Employment Opportunity. Borrower shall recognize the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination.

4.10 Comply with rules and procedures adopted by the Civil Rights, Inclusion & Opportunity Department of the City of Wyandotte.

4.11 Use the proceeds of the Loan solely for the Permitted Uses.

5. NEGATIVE COVENANTS. Borrower covenants that, so long as any amounts remain outstanding on the Loan or this Agreement is in effect, Borrower shall not, without the Lender's prior written consent:

5.1 Acquire, merge or consolidate with or into any other Person.

5.2 Incur any Obligations outside of the ordinary and usual course of Borrower's business; create or permit to be created any security interest, lien, pledge, mortgage, or encumbrance on the Security, other than those expressly permitted by this Agreement;

5.3 Become liable for the Obligations of any Person, except by endorsement of instruments for deposit.

5.4 Suspend or cease operating all or a material portion of Borrower's business.

5.5 Sell, encumber, dispose of, or permit the sale, encumbrance or disposal of any portion of the Security outside of the ordinary and usual course of Borrower's business.

5.6 Discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with respect to his/her promotion, job assignment, tenure, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefits status, sex, or sexual orientation.

6. COSTS AND EXPENSES

Notwithstanding anything to the contrary herein, Borrower shall reimburse the Lender, on demand, for all reasonable expenses incurred or to be incurred by the Lender in connection with (a) the negotiation, preparation, and closing of the Loan contemplated by this Agreement through

the administrative fees associated with the capture of Tax Increment Revenues approved under the Brownfield Plan #23; and (b) enforcement of any of the Lender's rights and remedies with respect to the Loan, this Agreement, or the Property. In the event that any of the aforementioned expenses are not paid to the Lender on demand, such expenses shall, at the Lender's elections, be added to, and become a part of, the Loan.

7. LENDER'S RIGHTS AND REMEDIES.

7.1 Upon the occurrence of an event of default, the Lender may do any one or more of the following, at Lender's sole election:

a. Declare the Loan, including all outstanding principal and other charges and fees, including any assessed and unpaid late fees, to be immediately due and payable once the available property tax increment revenues are paid.

b. Exercise any and all of the rights accruing to the Lender as a secured party under the Code and any other applicable law.

7.2 The Lender's failure to exercise any right, remedy, or option under any of the Loan Documents or other agreement between the Lender and Borrower or delay by the Lender in exercising the same, shall not operate as a waiver of such right, remedy or option. The Lender's rights and remedies hereunder will be cumulative and not exclusive.

8. MISCELLANEOUS

8.1 This Agreement may only be modified, amended or terminated with the written consent of Borrower and the Lender.

8.2 This Agreement shall inure to the benefit of and bind the Lender's and Borrower's respective representatives, successors, and assigns; provided, however, that Borrower may not assign this Agreement or any rights hereunder without the Lender's prior written consent, and any prohibited assignment shall be absolutely void. The Lender's consent to Borrower's assignment shall not release Borrower from their joint and several obligations hereunder.

8.3 Borrower acknowledges that the Lender may sell, assign, transfer, negotiate, or grant participations in all or any part of the Lender's rights and benefits in any of the Loan Documents to any third party without the consent of Borrower. In connection therewith, the Lender may disclose all documents and information which the Lender now or hereafter may have relating to Borrower or Borrower's business.

8.4 If any provision of this Agreement shall be prohibited or invalid under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

8.5 This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

8.6 The Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments to any portion of the principal of and interest on the Loan and any other amounts due hereunder.

8.7 Borrower agrees to give the Lender written notice of any action or omission by the Lender or its agents in connection with this Agreement that may be actionable against the Lender or that may be a defense to repayment of the Loan for any reason.

8.8 Any notice required hereunder shall be in writing, and addressed to the party to be notified, by certified mail, overnight delivery or hand delivery, as follows:

If to the Lender: City of Wyandotte Brownfield Redevelopment Authority
Add address
Attn.: Authorized Agent

with a copy to: City of Wyandotte
Add Address
Attn.: General Counsel

If to Borrower: 3131 Biddle LLC
Attn: Ron Thomas
97 Oak Suite 101
Wyandotte, MI 48192

or to such other address as each party may designate in writing.

8.9 Borrower represents and warrants to the Lender that, with respect to the financing transaction herein contemplated, no Person is entitled to any brokerage fee or other commission, and Borrower agrees to indemnify and hold the Lender harmless against any and all such claims.

8.10 The section and subsection headings contained in this Agreement are included for convenience of reference only and shall not constitute part of this Agreement for any other purpose or be given substantive effect.

8.11 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

8.12 By its execution of this Agreement, Borrower authorizes and directs Lender to prepare and file, without any further action on the part of Borrower, any and all financing statements, continuation statements, assignments, amendments and termination statements as Lender determines to be necessary or advisable in order to create, perfect, continue, assign, amend or terminate the Lender's security interest described in this Agreement.

8.13 Notwithstanding anything to the contrary contained in this Agreement, all agreements which either now are or which shall become agreements between Borrower and the Lender are hereby limited so that in no contingency or event whatsoever shall the total liability for

payments in the nature of interest and other charges and expenses exceed the applicable limits imposed by any applicable usury laws. If any payments in the nature of interest and other charges and expenses made under this Agreement are held to be in excess of the limits imposed by any applicable usury laws, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the Obligations evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest and other charges and expenses shall not exceed the applicable limits imposed by any applicable usury laws, in compliance with the desires of the Company and the Lender. This provision shall never be superseded or waived and shall control every other provision of this Agreement and all agreements between Borrower and the Lender, or their successors and assigns.

9. CONDITIONS TO FUNDING. The funding of the Loan is subject to the satisfaction by Borrower of the following conditions precedent, each in form and substance satisfactory to Lender:

9.1 Execution and delivery of all documents evidencing and securing the Indebtedness and the security therefor, including but not limited to the Development and Reimbursement Agreement.

9.2 Payment by Borrower of any amounts owing Lender under Sections 2.6 of this Agreement.

9.3 Lender shall have received the following, each in form and substance acceptable to Lender in all respects:

a. Current and certified copies of the articles of incorporation and operating agreement of Borrower and any manager or member of Borrower that is an entity.

b. The resolutions of Borrower and its manager or members, as necessary, authorizing the Loan and the granting of the liens contemplated hereunder, and designating the parties to sign and deliver documents on behalf of Borrower, which resolution shall be certified to Lender and shall designate the person(s) authorized to execute and deliver this Agreement and Loan Documents.

c. A recent survey of the Property, and/or such certificates or affidavits as may be reasonably requested by Lender.

d. Insurance policies or certificates evidencing such insurance, as required by Section 6.3 of this Agreement.

e. Environmental assessment or assessments of the Property satisfactory to Lender in its sole discretion.

f. A UCC search of the records of the Michigan Secretary of State and of Wayne County which reveal no liens or financing statements filed against Borrower.

g. A legal opinion of Borrower's counsel as to the following matters, and any

other legal opinions as may be reasonably required by the Lender or its legal counsel;

i. Borrower is a limited liability corporation, duly organized, in good standing, and validly existing under the laws of the State of Michigan.

ii. The Loan Documents, as that term is defined below, have been duly authorized, executed, and delivered by an authorized officer of the Borrower, and the Loan Documents are valid and binding obligations of the Borrower, enforceable in accordance with their respective terms.

10. JOINT AND SEVERAL OBLIGATION

If there shall be more than one Person named as a Borrower, the obligations of Borrower shall be joint and several. The Lender may, in its discretion, seek enforcement of this Agreement and any Loan Document against one or more of Borrower, without affecting or impairing the right of the Lender to later seek enforcement against any other Person who is a Borrower. The liquidation, dissolution, termination of existence, death, bankruptcy, insolvency, or legal incapacity, as applicable, of one Person who is a Borrower shall not affect or impair the obligations of any other Person who is a Borrower. Lender, in its discretion, may release any one or more of Borrower for any consideration which it deems adequate (or for no consideration), and may fail or elect not to prove any claim against the estate of any deceased, bankrupt, insolvent or incompetent Borrower. The obligations of each Borrower under this Agreement and the other Loan Documents shall be binding on that Borrower's respective heirs, personal representatives, executors, administrators, guardians, conservators, trustees, successors and assigns. No Borrower is entering into this Agreement in reliance upon the performance hereof by any other Borrower.

(signatures begin on next page)

IN WITNESS WHEREOF, Borrower has executed and delivered this Loan Agreement as of the date first written above.

BORROWER
3131 BIDDLE LLC
Attn: Ron Thomas
97 Oak Suite 101
Wyandotte, MI 48192

By: _____
Print Name: _____
Its: _____

LENDER
CITY OF WYANDOTTE BROWNFIELD
REDEVELOPMENT AUTHORITY, a Michigan
public authority and body corporate

By: Charles L. Mix
Print Name: Charles L. Mix
Its: Chairman

and

By: Paul L. Lamanes
Print Name: PAUL L. LAMANES
Its: SECRETARY

Approved as to Form Only:
Counsel to Lender
xxy, a Professional Corporation

By: _____

EXHIBIT A
REAL PROPERTY

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 13

ITEM: Jerry's Market: Right-of-Way Request

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Engineering and Building Department received a request from James Yono, owner of Jerry's Food Market at 1168 Oak Street, to utilize the Oak Street and 12th Street Right-of-Way's for the display of landscaping plantings and decorative items.

If Your Honorable Body approves this request, attached for your consideration is a Grant of License and Hold Harmless Agreement that will need to be signed by Mr. Yono and the City of Wyandotte for the use of the Right-of-Ways.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 which identifies a commitment to enhancing the community's quality of life.

ACTION REQUESTED: Approve the Grant of License and the Hold Harmless Agreement and authorize the Mayor and City Clerk to execute same.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: If approved, execute Hold Harmless Agreement and Grant of License.

LIST OF ATTACHMENTS:

1. 1168 Oak Request

RESOLUTION

Item Number: #13

Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND COUNCIL, the Council authorizes the use of the Oak Street Right-of-Way and the 12th Street Right-of-Way by the property owner at 1168 Oak Street, Wyandotte for the display of landscaping plantings and decorative items provided the Grant of License and Hold Harmless Agreement are executed by all parties.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

Kelly Roberts

From: Iavis Salem
Sent: Monday, May 2, 2022 7:49 AM
To: Kelly Roberts
Subject: Jerry's Market Flowers

Hello City of Wyandotte,

I am emailing you today for the use of 12th Street sidewalk. We will be selling flowers again this year and would like to place some of them along the sidewalk. Last year was the first time and the residents of the city loved it. We will still keep a path for people to walk and also keep everything nice and clean. The corner of Oak and 12th will look beautiful.

Thank you for your time,

James Yono
Jerry's Food Market
1168 Oak Street
Wyandotte, Mi 48192

Sent from my iPhone

REVOCABLE
GRANT OF LICENSE
Page 1 of 2

CITY OF WYANDOTTE, a Michigan Municipal corporation, and its successors, hereinafter called the GRANTOR, and Wyandotte Food Market Properties LLC of 1168 Oak Street, Wyandotte, Michigan, and their successors, hereinafter called the LICENSEE, enter into this Agreement on the _____ day of _____, 20____ subject to the following conditions:

1. The GRANTOR owns the real estate south and west of 1168 Oak Street, more particularly described as the 80 foot wide public street known as Oak Street and 80 foot wide public street known as Twelfth Street, respectively, abutting LOTS 12, 13 AND 14 HURST AND POST'S SUB, BLOCK 310 WAYNE COUNTY RECORDS. The LICENSEE owns the real property at 1168 Oak Street, Wyandotte, Michigan Tax ID No. 57-014-21-0012-300.
2. The GRANTOR grants to the LICENSEE, and it assigns, the right to construct, operate, and maintain an outdoor display of landscaping plantings and decorative items in conjunction with businesses at 1168 Oak Street, Wyandotte, as described in Paragraph 1 and the LICENSEE is required to maintain and keep in good repair said area and in accordance with all requirements of GRANTOR's Zoning Ordinance. The LICENSEE shall use methods in constructing, operating, and maintaining the outdoor display that will not cause any damage to the premises and the premises shall be maintained by the LICENSEE so that it will promote and protect public health, safety, and general welfare, and appearance of the premises and insure the premises will be reasonably safe and convenient for public travel and for LICENSEE's patrons. The LICENSEE shall pay all costs associated with said establishment, maintenance, operation and removal of said outdoor display area and public access way including the restoration of any public property if damaged during said use. The LICENSEE shall also be responsible for installation, maintenance, and removal of all traffic safety measures to ensure the protection of the public.
3. LICENSEE'S outdoor display shall only occupy that part of the above described 80 foot right of way of Oak Street and Twelfth Street depicted on Exhibit A immediately adjacent to the building. The outdoor display will consist of a landscaping plantings and decorative items.
4. The Grant of License only pertains to the City of Wyandotte's easement. If any other entity or agency has an easement, it is the LICENSEE's responsibility to seek and obtain permission from those entities. The GRANTOR has no authority to grant a license that may affect any other entity's easement. The GRANTOR reserves the right for an easement on, over, under, across, and within said property described above for the purpose of construction, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains, and drains.
5. In consideration of the GRANTOR providing this Grant of License, the LICENSEE agrees to execute a Hold Harmless agreement indemnifying the GRANTOR from all liability arising out of this Grant of License and shall provide liability insurance in the amount approved by the GRANTOR which names the GRANTOR as an additional insured party for the use permitted herein.
6. If the GRANTOR directs LICENSEE to revoke, move or revise any modifications or appurtenances added to the public right-of-way, including traffic safety measures, in any way after issuance of this License to insure the premises will be reasonably safe and convenient for public use and travel, LICENSEE agrees to do this at its own cost immediately. Further, the GRANTOR may revoke this license at any time in its sole discretion.
7. Any Tenant of the LICENSEE must also execute this Grant of License and comply with all of the terms contained in this License.

[Signatures on next page]

Witnesses:

GRANTOR: City of Wyandotte

Robert A. DeSana, Mayor

Lawrence S. Stec, City Clerk

Subscribed and sworn to me this ____ day of _____, 20__, by Robert A. DeSana and Lawrence S. Stec who are the Mayor and City Clerk of the City of Wyandotte who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

Witnesses:

LICENSEE: Wyandotte Food Market Properties LLC

James Yono, individual and on behalf of
Wyandotte Food Market Properties LLC

Subscribed and sworn to me this ____ day of _____, 20__, by _____ who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

When recorded, return to: City of Wyandotte, Department of Engineering and Building,
3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to Wyandotte Food Market Properties LLC, James Yono, Owner, to construct, install, operate and maintain an outdoor display on the Oak Street and Twelfth Street right-of-way's south and west of 1168 Oak Street, Wyandotte, Michigan, which will consist of landscaping plantings and decorative items placed immediately adjacent to the building shown on Exhibit A, Wyandotte Food Market Properties, LLC, James Yono, it's successors and assigns, hereby assumes all risk and liability relating to the aforementioned activity and uses and agrees to hold harmless and indemnify the City of Wyandotte and all City Officials and employees from all liability or responsibility whatever for injury (including death) to persons and for any damage to City of Wyandotte property or to the property of others arising out of, or resulting from the construction, maintenance and/or use of said property for the aforementioned use.

The undersigned, Wyandotte Food Market Properties LLC, James Yono, it's successor and assigns, further does hereby remise, release, and forever discharge the City of Wyandotte its Officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the construction, maintenance and/or use of said property for said purposes at said above-described locations.

The undersigned represents personally that he/she is authorized to execute this Agreement on behalf of the undersigned. The undersigned further agrees to repair any damage done to said property and restore it to the original condition that existed prior to said utilization at no cost to the City of Wyandotte.

Agreed to this ____ day of _____, 20__.

Wyandotte Food Market Properties LLC

BY: _____
James Yono, Individual and on behalf of
Wyandotte Food Market Properties LLC

Address: _____
Street City

Telephone Number: _____

12TH ST

CHESTNUT

310

21

11TH ST

OAK STREET

XXXX

x Display Area

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 14

ITEM: Alley Vacation: S. of Ford Ave. and N. of Spruce Between Biddle Ave. and 2nd St.

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Engineering Department received a petition from MJC Templin LLC, Michele Chirco, to vacate the 20 foot wide alley running east/west between Ford Avenue and Spruce, west of Biddle Avenue and east of 2nd Street, adjacent to their properties. See attached petition and map indicating the area to be vacated. A review of the alley way indicates that there is a sewer present, which can be accessed and maintained through manholes not located in the vacated alley, and overhead utility lines which will be rerouted underground with the development.

There is a moratorium on alley vacations. However, the City has allowed vacations where access to utilities is not limited. In this case, access would not be limited.

If Council concurs with this vacation, the proper resolution has been prepared for your consideration.

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.

ACTION REQUESTED: Approve the vacation of the portion of the east/west alley between Ford Avenue and Spruce, West of Biddle Avenue.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt the Resolution to schedule the required hearing.

LIST OF ATTACHMENTS:

1. Alley Vacation Petition Ford-Spruce
2. Map of Alley Vacation
3. Alley Vacant - Ford to Spruce west of Biddle

RESOLUTION

Item Number: #14

Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE.

That it is a necessary public improvement for the health, welfare, comfort and safety of the People of the City of Wyandotte, and is deemed advisable to vacate with easement the twenty (20) foot public alley south of Ford Avenue and north of Spruce just west of Biddle Avenue in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

Twenty (20) foot wide public alley abutting Lots 4, 5, 10, and 11, Block 61, Plat of Part of the City of Wyandotte, Wayne County, as recorded in Liber 2, Page 36, Wayne County Records.

RESOLVED FURTHER, that this Council will meet on Monday, June 6, 2022, at 7:00 p.m., in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, in said City, to hear objections to the proposed vacating of said described land as a public alley.

RESOLVED FURTHER, that the City Clerk shall give notice of such meeting, with a copy of this Resolution, in a newspaper published and circulating in said City, in accordance with the provisions of the City Charter.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec



Petition to VACATE an Alley

Date:			
Action petitioned for:		<p>Dear Mayor and City Council Members:</p> <p>We, the undersigned citizens, owners of the property abutting the alley located at <u>130 Spruce and 2070 Biddle, lots 4, 5, 10, 11</u></p> <p>do respectfully petition your Honorable Body to vacate said alley and convert same into public easement.</p> <p>Further, the undersigned, representing ownership of property abutting said alley, hereby agree that all existing utilities in said alley are to remain in their present location and that if at any time in the future a request is made to remove or relocate any existing poles, manholes, or other utilities in the easement, the property owners making such request and upon whose property the poles, manholes, or other utilities are located, will pay all costs incidental to such removal or relocation, unless such charges are waived by the utility owners.</p> <p>We do further agree that no buildings or structures of any nature whatsoever (except necessary fence lines) shall be built upon the easement or any part thereof, so that said easement shall be forever accessible for maintenance of utilities.</p>	
Printed Name	Signature	Address	Date
Michael A. Chirco, Manager MJC Templin LLC		46600 Romeo Park Rd, #5 Macomb, MI 48044	4/22/22
<p>WARNING: Any circulator knowingly making a false statement in the above certificate or any person not a circulator that signs as such or any person who signs a name other than his own as circulator is guilty of a misdemeanor.</p> <p>I, the undersigned circulator of the above petition, assert that I am qualified to circulate this petition, that each signature on the petition was signed in my presence, and that to the best of my knowledge and belief, each signature is the genuine signature of the person purporting to sign said petition.</p>			
Circulator:	Michele Chirco	Phone:	586-263-1203
Address:	46600 Romeo Park Rd #5 Macomb, MI 48044	Date:	4/22/22



CONSENT TO VACATE OR CLOSE AN ALLEY

I, the undersigned, being an owner of the real property in the City of Wyandotte, commonly known as


2070 Biddle and 130 Spruce

Street address

do hereby consent to the (circle one) Vacation Closing of the alley of said property.

Dated: 4/22/22

Signed:



(Owner)

In the presence of:



Witness #1 (Signature)

Witness #1 (Signature)

Michelle Chirco

Witness #1 (Print)



Witness #2 (Signature)

Witness #2 (Signature)

Margherita M. Moceris

Witness #2 (Print)

NOTICE OF HEARING OF OBJECTIONS TO THE
PROPOSED VACATION AND ABOLISHMENT OF AN ALLEY
IN THE CITY OF WYANDOTTE

NOTICE IS HEREBY GIVEN that the Council of the City of Wyandotte has heretofore determined that it is advisable and necessary to vacate with easement the twenty (20) foot public alley located south of Ford Avenue and north of Spruce Street and west of Biddle Avenue in the City of Wyandotte, Wayne County, Michigan.

That said Council will meet on Monday, June 6, 2022, at 7:00 P.M., Local Time, in the Council Chambers in the City Hall of said City, 3200 Biddle Avenue, Wyandotte, Michigan, to hear objections to the proposed vacating of said described land as a public alley, in the City of Wyandotte, Wayne County, Michigan, more particularly described as:

Twenty (20) foot wide public alley abutting Lots 4, 5, 10, and 11, Block 61, Plat of Part of the City of Wyandotte, Wayne County, as recorded in Liber 2, Page 36, Wayne County Records.

Dated at Wyandotte, Michigan, this _____ day of _____, 2022.

LAWRENCE S. STEC
City Clerk
City of Wyandotte

RESOLUTION

Wyandotte, Michigan

RESOLUTION by Councilperson _____

Supported by Councilperson _____

At a regular session of the City Council of the City of Wyandotte.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYANDOTTE

WHEREAS, this Council by resolution has deemed it advisable and necessary for the health, welfare, comfort and safety of the people of the City of Wyandotte, to vacate with easement the twenty (20) foot public alley located south of Ford Avenue and north of Spruce and west of Biddle Avenue in the City of Wyandotte, Wayne County, Michigan more particularly described as:

Twenty (20) foot wide public alley abutting Lots 4, 5, 10, and 11, Block 61, Plat of Part of the City of Wyandotte, Wayne County, as recorded in Liber 2, Page 36, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacating; and

WHEREAS, said hearing having taken place in accordance with such notice, and _____ objections having been offered, and this Council still being of the opinion that said vacating is advisable; now, therefore,

BE IT RESOLVED that the above described alley shall be and the same is hereby declared VACATED, as a public alley, reserving to the City of Wyandotte, a Municipal Corporation of the State of Michigan, its successors and assigns forever and in perpetuity from the date hereof, an easement on, over, under, across, and within as described below for the purpose of constructing, operating, maintaining and repairing existing and future public utilities, sewers and drains, and that said City of Wyandotte, its contractors, employees, agents successors, assigns and lessees shall at all times have free ingress to and egress from said alley easement, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains. Further as a part of this vacation the adjacent owner or owners shall be responsible for the cost to terminate the overhead utilities within this easement.

BE IT FURTHER RESOLVED that there is hereby reserved to Ameritech, its successors and assigns, an easement on, over, under, across and within said twenty (20) foot wide easement for the purpose of constructing, erecting, operating, maintaining, and repairing its existing and future telephone communication system consisting of poles, lines, wires, cables and apparatus; and that said Ameritech, its contractors, employees, agents, successors and assigns shall at all times have full ingress to and egress from said twenty (20) foot wide easement for said purpose.

BE IT FURTHER RESOLVED that no structures, or any article or thing whatsoever shall be constructed or maintained on, over, under, across, or within the twenty (20) foot easement of the above described alley except the erection of fences and concrete pavement, by the abutting property owners provided it does not interfere with the guying of utility poles and that in the exercise of the easement and ingress and egress rights heretofore reserved herein said City of Wyandotte shall not be liable for any injury or damage to, or disturbance of, nor shall it have any duty to pay for or replace, any animate or inanimate improvement on, over, under, across, or within said twenty (20) foot easement.

I move adoption of the following Resolution.

COUNCILPERSON _____

SUPPORTED BY _____

YEAS

COUNCILPERSON

NAYS

Alderman

Calvin

Crayne

Hanna

Shuryan

Stec

Absent _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 15

ITEM: Outdoor Cafe: 166 Oak Street

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The property owner of 166 Oak has requested permission to place an outdoor cafe along the City sidewalks abutting Oak Street and 2nd Street right-of-ways. At the meeting of April 21, 2022, of the Planning Commission, the Commission approved the Temporary Plan for the cafes for a two (2) year period. See attached minutes and resolution.

Since these cafes are located in the Oak Street and 2nd Street Right-of-Ways, attached for your approval is the Grant of License and Hold Harmless Agreement. The undersigned has no objection to the request.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 which identifies a commitment to revitalize the downtown with new commercial development.

ACTION REQUESTED: Approve the use of the Oak Street and 2nd Street Right-of-Way adjacent to 166 Oak for an outdoor cafe provided the Grant of License and Hold Harmless Agreement are executed and proper insurance submitted.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Authorize the Mayor and City Clerk to execute the Grant of License and issue the outdoor cafe permit for 166 Oak Street.

LIST OF ATTACHMENTS:

1. Grant of License 166 Oak Street
2. 166 Oak Planning Commission Resolution and Minutes

RESOLUTION

Item Number: #15

Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the Planning Commission and the City Engineer to grant the request of A & J Realty, LLC to use a portion of the Oak Street and 2nd Street right -of-way for an outdoor cafe adjacent to the building at 166 Oak Street subject to compliance with all ordinances, laws and regulations; AND

BE IT RESOLVED that the Grant of License is hereby approved to be executed by all parties; AND

BE IT FURTHER RESOLVED that a Hold Harmless Agreement and proper insurance indicating City as additional insured is submitted to the City before construction is started.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

GRANT OF LICENSE

CITY OF WYANDOTTE, a Michigan Municipal corporation, and its successors, hereinafter called the GRANTOR, and A & J Realty, LLC, 166 Oak, Wyandotte, Michigan, and its successors, hereinafter called the LICENSEE, enter into this Agreement on the _____ day of _____, 2022, subject to the following conditions:

1. The GRANTOR owns the real estate west and south of 166 Oak Street, more particularly described as: the 80-foot wide public streets known as Oak Street and 2nd Street respectively, abutting LOTS 11 TO 14 INCL. PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 69 as recorded in LIBER 57 OF DEEDS PAGE 5 WWAYNE COUNTY RECORDS. The outdoor café will occupy the area south and west of 166 Oak Street, as shown on the attached site plan Exhibit A. The LICENSEE owns the real property at 2903 Biddle Avenue, Wyandotte. Tax Id No. 57-011-06-0011-000
2. The GRANTOR grants to the LICENSEE, and it assigns, the right to construct, operate and maintain an outdoor café on the south and east 80 foot wide public street right-of-way in conjunction with 166 Oak Street, Wyandotte, and the LICENSEE is required to maintain and keep in good repair said area and in accordance with all requirements of Grantor's Zoning Ordinance and all conditions of the Special Land Use Approval of the Grantor's Planning Commission. The LICENSEE shall use methods in constructing, operating and maintaining the outdoor café that will not cause any damage to the premises and the premises described above shall be maintained by LICENSEE so that it will promote and protect the public health, safety, general welfare, and appearance of the premises and insure the premises will be reasonably safe and convenient for public travel and for Licensee's patrons. The LICENSEE'S café will consist of tables, chairs, decking, railings and other related furniture, fixtures and improvements and be in accordance with the outdoor café plan approved by the Planning Commission on April 21, 2022.
3. LICENSEE'S outdoor café shall only occupy that part of the above described property shown on the plan approved by the Planning Commission.
4. Tables, chairs, umbrellas and any other objects provided with the café shall be of quality design, materials, and workmanship both to insure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. The outdoor café may be utilized from January to December, in accordance with the City of Wyandotte Zoning Ordinance, §190.307(s) -1-11.
5. The Grant of License only pertains to the City of Wyandotte's easement. If any other entity or agency has an easement, it is Licensee's responsibility to seek and obtain permission from those entities. The Grantor has no authority to grant a license that may affect any other entity's easement. The Grantor reserves the right for an easement on, over, under, across, and within said property described above for the purpose of construction, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains and drains.
6. In consideration of the GRANTOR providing their Grant of License, the LICENSEE agrees to execute a Hold Harmless Agreement indemnifying the GRANTOR from all liability arising out of their Grant of License and GRANTOR shall be named as an additional insured party on LICENSEE'S premises liability insurance and Liquor Liability Coverage.
7. If the GRANTOR directs LICENSEE to make any modifications to the above premises to promote and protect the public health, safety, general welfare and appearance of the premises and insure the premises will be reasonably safe and convenient for public travel, LICENSEE agrees to do modifications at its own cost immediately.
8. License shall comply with DBA levels set forth in the Outdoor Café Requirement of the City of Wyandotte's Zoning Ordinance for Special Land Use.

GRANT OF LICENSE
PAGE 2

9. The License is subject to revocation as authorized by Law and pursuant to the City of Wyandotte Zoning Ordinance if it is determined by Grantor that the Grantee is not in compliance with the Standards of the City of Wyandotte Zoning Ordinance.
10. The License expires on April 21, 2024.
11. Any Tenant of the Licensee must also execute this Grant of License and comply with all of the terms contained in this License.

Witnesses:

GRANTOR: City of Wyandotte

Robert A. DeSana, Mayor

Lawrence S. Stec, City Clerk

Subscribed and sworn to me this ____ day of _____, 2022, by Robert A. DeSana and Lawrence S. Stec who are the Mayor and City Clerk of the City of Wyandotte who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

Witnesses:

LICENSEE: A & J REALTY, LLC

Jason D'Herin, Member

Subscribed and sworn to me this ____ day of _____, 2022, by Jason D'Herin, who duly executed if the Member of the A & J Realty, LLC and who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

Drafted by: William R. Look

When recorded, return to: William R. Look
2241 Oak St., Wyandotte, MI 48192

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to construct an outdoor café on the south and west sides of 166 Oak Street, Wyandotte, Michigan which will encroach on to the 80 feet Oak Street and Second Street Right-of-Ways as shown on attached site plan Exhibit A which includes portions of sidewalk of Oak Street and Second Street Right-of-Ways and in no way interfere with pedestrian or automotive traffic at said location, the undersigned hereby assumes all risk and liability relating to the construction, maintenance and use of said of the outdoor café and agrees to hold harmless and indemnify the City of Wyandotte and all City officials, employees, volunteers and agents from all liability or responsibility whatever for injury (including death) to persons and for any damage to City of Wyandotte property or to the property of others arising out of, or resulting either directly or indirectly, from the construction, maintenance and/or use of said property for outdoor café as described above and in the Grant of License.

The undersigned, further does hereby remise, release, and forever discharge the City of Wyandotte 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 construction, maintenance and/or use of said outdoor café and property as described above and in said Grant of License.

The undersigned represents personally that he/she is authorized to execute this Agreement on behalf of the undersigned.

The undersigned is contractually obligated by this Hold Harmless to comply with all ordinances, special approval conditions, and all requirements of the Grant of License for the premises.

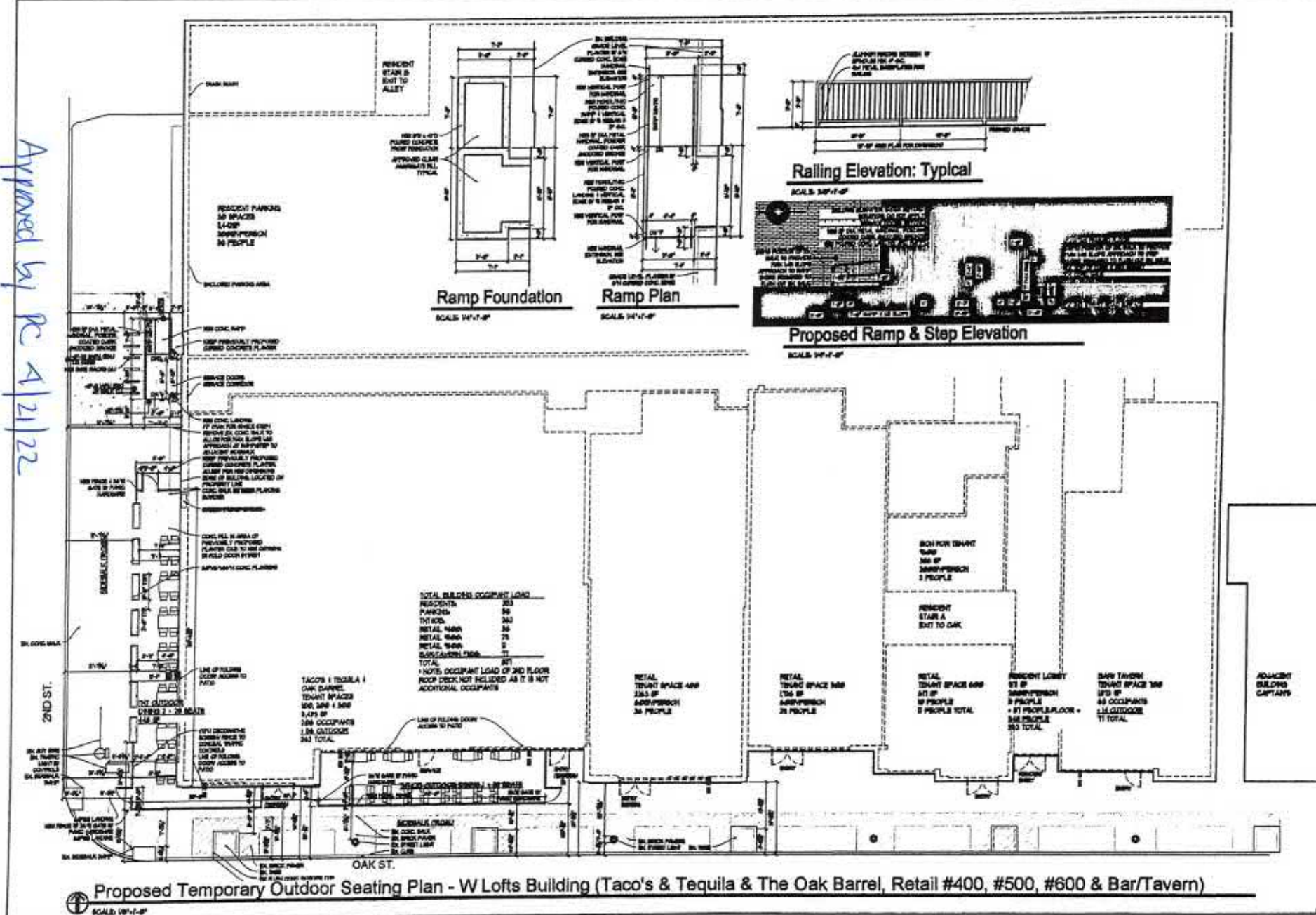
Agreed to this ___ day of _____, 2022.

Owner: A & J Realty LLC

BY: Jason D'Herin
It's: Member

Address: 166 Oak Wyandotte Michigan 48192
 Street City State Zip

Telephone Number: _____



RESOLUTION
166 OAK

April 21, 2022
Wyandotte, Michigan

RESOLUTION BY COMMISSIONER KOWALEWSKI

SUPPORTED BY COMMISSIONER DURAN

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that SPECIAL APPROVAL # 02262022 requested by A & J Realty Ventures, LLC, Owner and Jason D'Herin, Appellant for:

A Certificate of Occupancy to operate an Outdoor Café at 166 Oak (units 100, 200 and 300) be hereby approved/denied on the basis of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were NO objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD), §190.307(S) of the City's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
 2. Approval by the Wyandotte City Council.
 3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
 4. Use of the outdoor café shall be allowed Subject to all of the conditions described herein, an outdoor café may be set up and used annually from January 1 through December 31 for a **TWO (2) YEAR PERIOD ONLY**. The permitted hours of operation are:
 - o Monday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Tuesday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Wednesday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Thursday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Friday 7:00 a.m. to 2:00 a.m. Saturday morning (19 hours);
 - o Saturday 7:00 a.m. to 2:00 a.m. Sunday morning (19 hours); and
 - o Sunday 7:00 a.m. to 12:00 midnight (17 hours)
- In addition to the above:
- o Each day of the Wyandotte Street Art Fair 7:00 a.m. to 2:00 a.m. of the following day (19 hours);
 - o March 17 (St. Patrick's Day) 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - o New Year's Eve 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - o Wednesday immediately before Thanksgiving Day 7:00 a.m. to 2:00 a.m. of the next day (19 hours); and
 - o Thursday immediately before Traditional Easter Sunday 7:00 a.m. to 2:00 a.m. of the next day (19 hours).
5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
 6. The building exits shall not be blocked by tables and/or chairs.

7. The requirements of the Police Department, Fire Department and the Engineering and Building Department, as noted in their communications dated March 11, 2022.
 - Applicant to provide trash receptacles at a location and type approved by the City Engineer.
 - Applicant responsible for snow removal for the ground level cafes.
 - Grant of License and Hold Harmless Agreement required to be executed by Owner and Tenant.
 - Decorative wall along the south end of the café to conceal the traffic control cabinet to start eight (8) feet from the anchor of the guidewire adjacent to 2nd Street.
8. Occupancy shall be limited to:
 166 Oak Units 100 and 200: 30 Occupants
 166 Oak Unit 300: 30 Occupants 1st Floor and 60 Occupants 2nd Floor
9. The Commission approved the Temporary Plan for two (2) year period. Owner/Appellant must reapply on or before April 21, 2024.

I move the adoption of the foregoing resolution.

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

MOTION PASSED

PUBLIC HEARING #02262022: A & J Realty Ventures, LLC, Owner and Jason D'Herin, Appellant, have applied to the Planning Commission of the City of Wyandotte for special approval for a Certificate of Occupancy for an Outdoor Café at 166 Oak Street (Units 100, 200 and 300), Wyandotte, Michigan.

Chairperson Pasko read the communications received from the City Engineer, Police Chief and Fire Chief into the record.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Commissioner Kowalewski asked what plan is being reviewed and added that there is a temporary and long-term plan.

Mr. D'Herin, 177 Biddle Avenue, Wyandotte, present.

Mr. D'Herin indicated that at this time they are looking for the temporary plan to be reviewed so they can open the cafes. Mr. D'Herin indicated that he is working with the DDA to reconstruct the streetscape in the area.

Commissioner Kowalewski asked what the time frame is for the temporary approval.

Mr. D'Herin indicated 24 months. Mr. D'Herin stated it is hard to get materials at this time.

Commissioner Kowalewski indicated that the 72" high screening fence blocking the utility cabinet at 2nd and Oak should be relocated eight (8) feet to the north of the anchor cable.

Mr. D'Herin indicated that is not a problem.

Commissioner Kowalewski indicated that the final plan did indicate that some trees will be removed.

Mr. D'Herin indicated that they will be placing planter boxes, but he did not think any trees would be removed.

Commissioner Kowalewski asked what type of plants will be in the planter boxes.

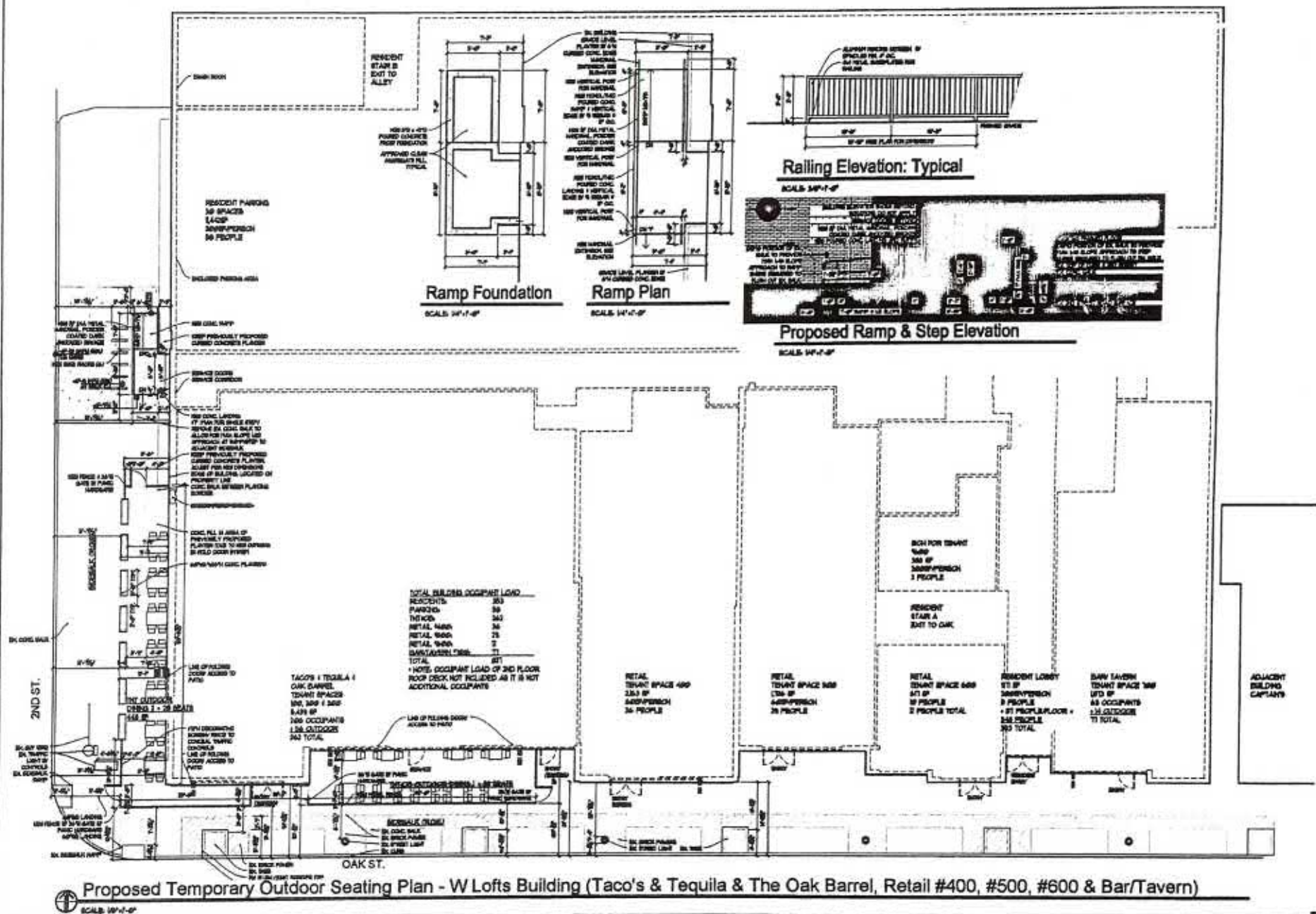
Mr. D'Herin indicated Zebra Grass and also indicated that they would be maintaining the boxes.

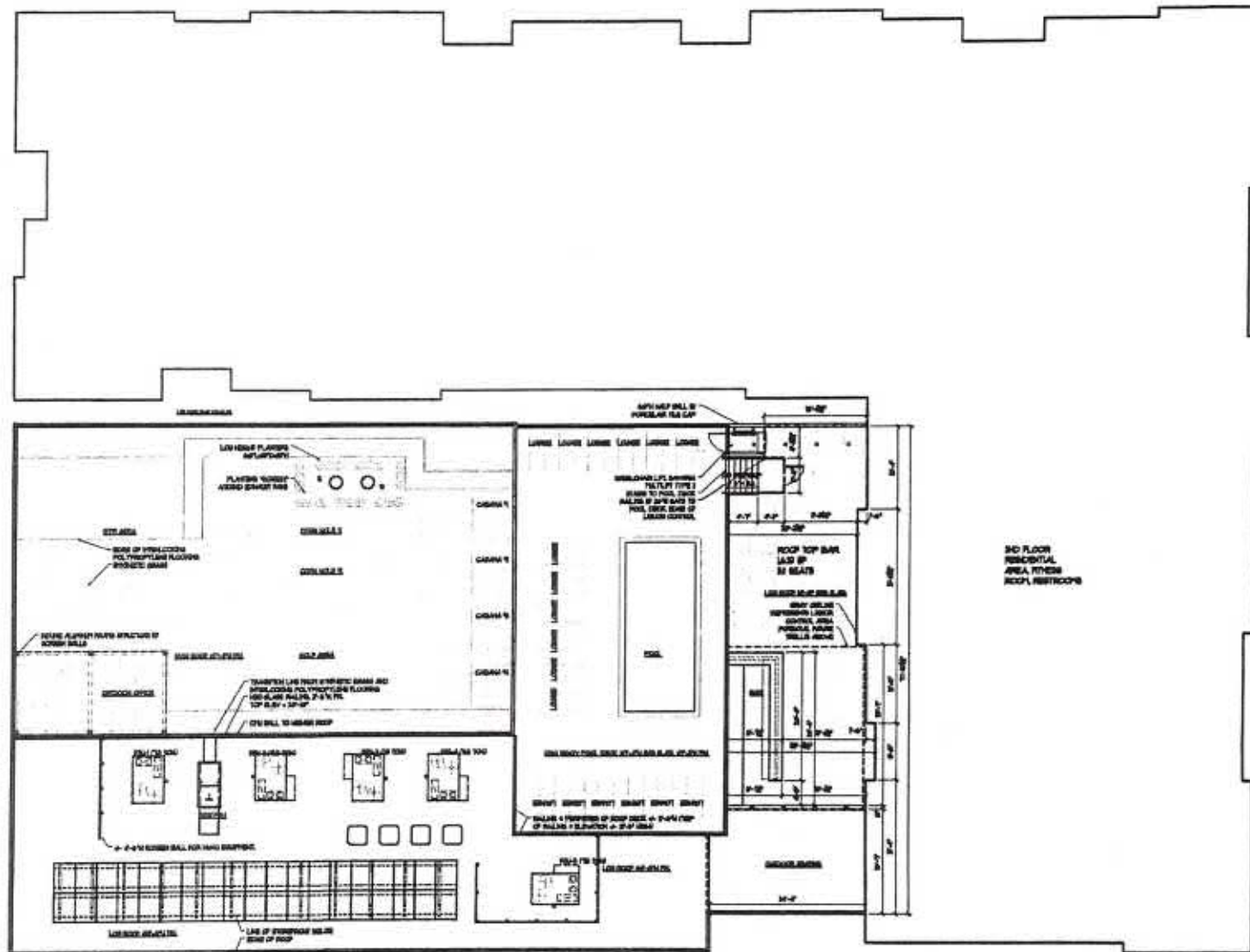
Bruce Yinger, 117 Chestnut, Wyandotte.

Mr. Yinger asked if any of the parking spots along 2nd Street were going to be removed.

Commissioner Kowalewski indicated that he did not see any reason for the parking to be removed, there is sufficient room to open a car door adjacent to the outdoor café.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.





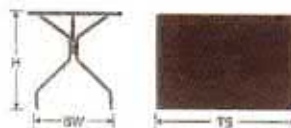
Proposed Roof Seating Plan - W Lofts Building (2nd Floor Roof Deck)

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

Solid ADA #837

Designer: Centro Ricerche EMU

DETAILS



H	W	D	TS	Lbs
29.5"	48"	32"	48"x32"	51

Outdoor/Indoor Table

E-coated powder coat finish

Made in Italy

Top: Solid Steel

Base: Tubular Steel Legs

Assembly Required: Yes

SHIPPING

Master Pack Quantity: 1

FOB: PA 17042



Quick Ship Finishes:



20 Glossy Aluminum LIMITED QTY 22 A/Iron 41 A/Bronze



Special Order Ship Finishes:



23
A/White



24
A/Black



37 A/Moss
Grey



50
A/Cherry



60
A/Green



75 A/Dark
Green

emumerica LLC
Tel: 800 / 726-0368
emumerica.com

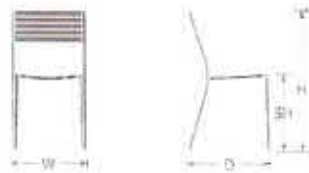
 **emu** Contract

Segno #263

Designer: Aldo Ciabatti



DETAILS



H	W	D	SH	Lbs
33"	17.5"	21"	18"	17

Outdoor/Indoor Stacking Side
Chair

E-coated powder coat finish

Frame: Square Tube Steel

Seat/Back: Steel Slats

Stackability: 6

SHIPPING

Master Pack Quantity: 4

Master Pack Dimensions: 39"x27"x20"

Master Pack Weight: 75 Lbs.

Master Cartons/Pallet: 6

Freight Class: 125

FOB: PA 17042

Quick Ship Finishes:



20 Glossy Aluminum



22 A/Iron

Special Order Ship Finishes:



17 A/Military Green



23 A/White



24 A/Black



41 A/Bronze

emuamericas LLC
T: (303) 726-0368
emuamericas.com

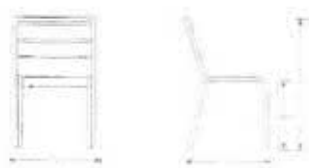


Sid #1020

Designer: emuamericas



DETAILS



H	W	D	SH	Lbs
30.5"	18.5"	21"	18"	11

Outdoor/Indoor Side Chair

Wood-Look Aluminum Slats

Frame: Aluminum - Brushed

Seat/Back: Aluminum Slats

Stackability: 4

SHIPPING

Master Pack Quantity: 6

FOB: PA 17042

Quick Ship Finishes:



06

Brushed
Aluminum
+ 401 Oak



06

Brushed
Aluminum
+ 402
Wenge

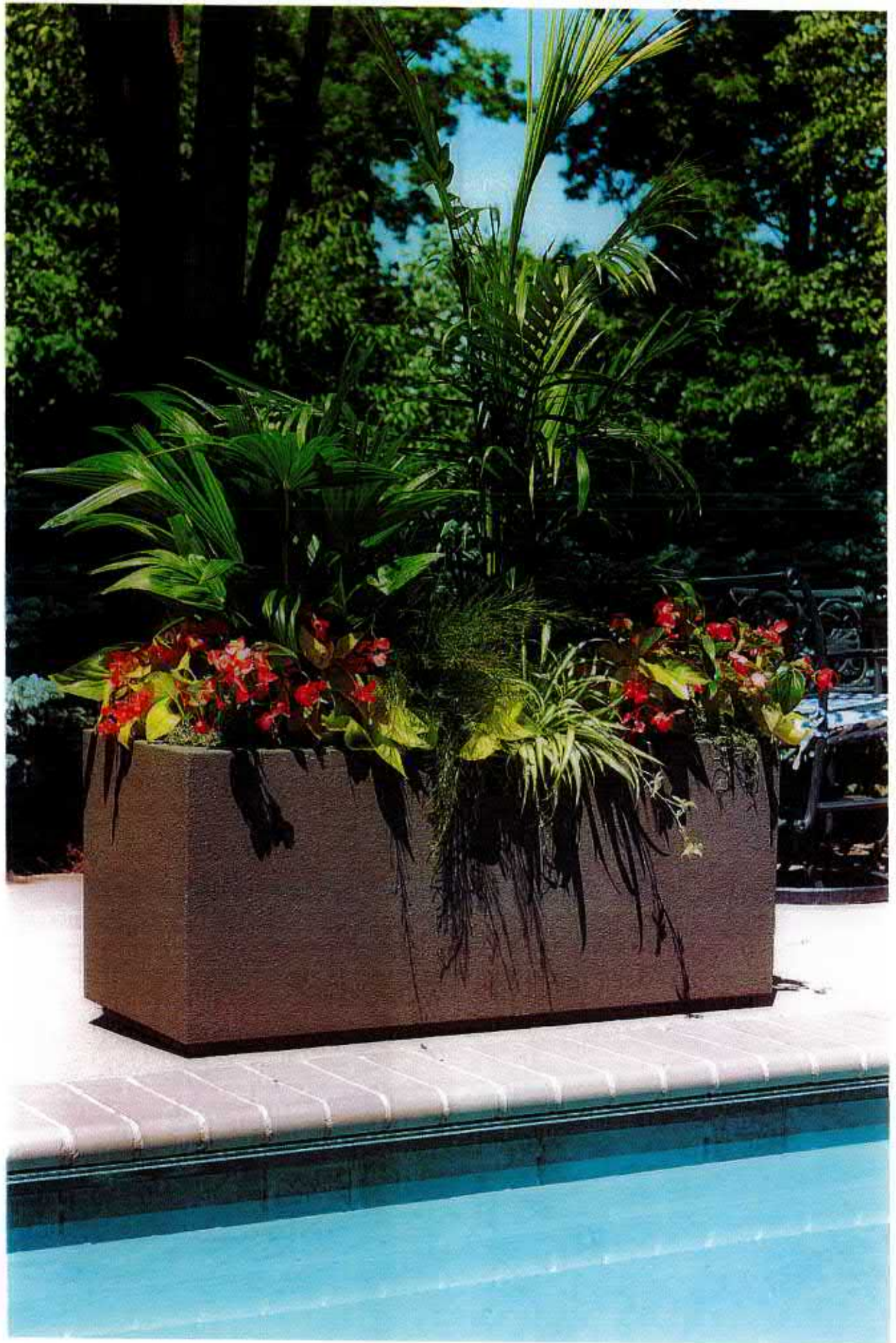


24

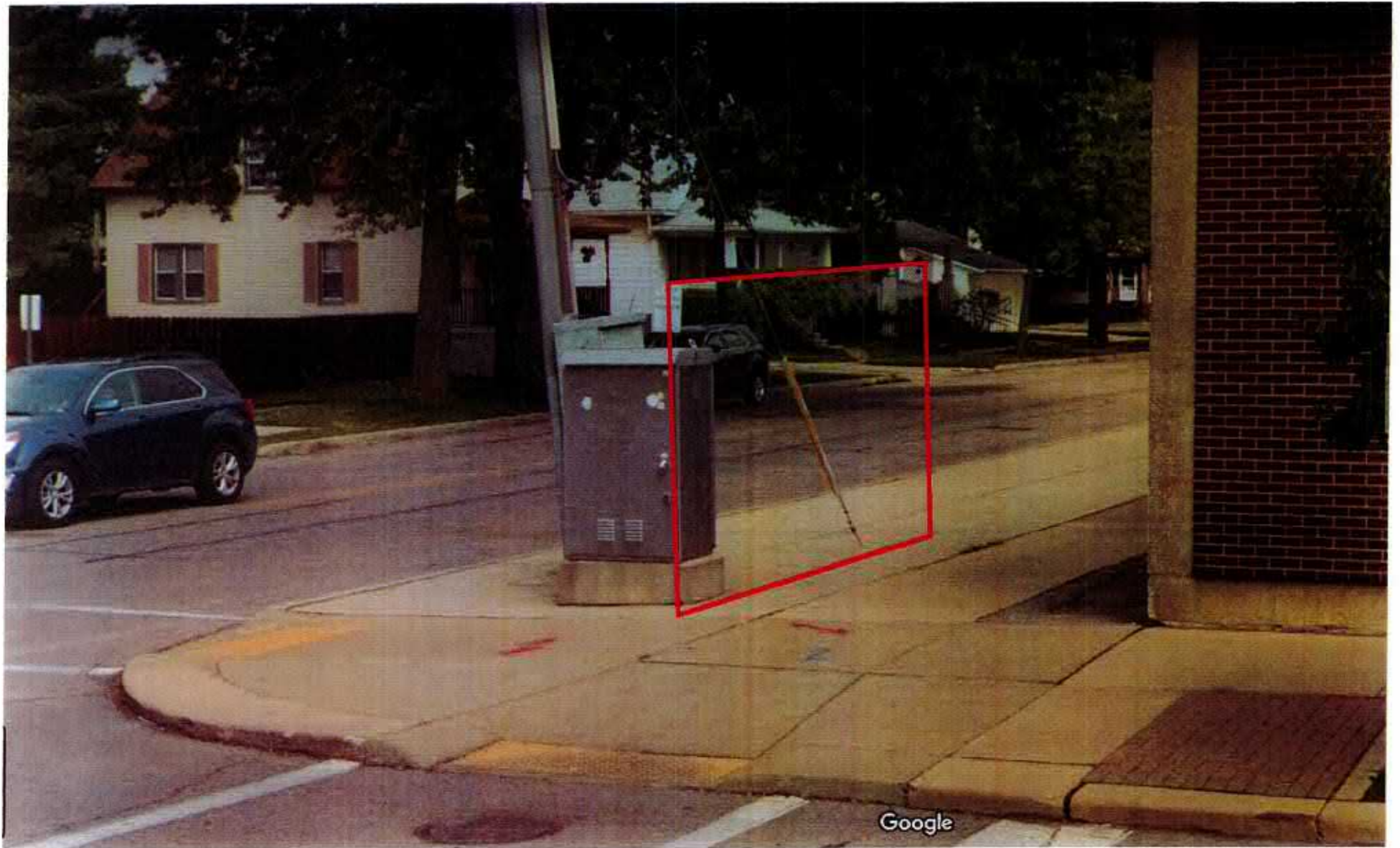
A/Black +
400 Grey

emuamericas LLC
T: (800) 736-0368
emuamericas.com





PROPOSED SCREEN WALL



OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Robert A. DeSana

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

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

March 11, 2022

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

**RE: Outdoor Cafés at 166 Oak, Units 100 - 300
Tacos & Tequila and The Oak Barrel**

Dear Mr. Pasko:

The undersigned has reviewed the application for the proposed outdoor cafés in the public property adjacent to 166 Oak. There are three proposed cafes as part of this submittal. The proposed outdoor cafes are located in the Central Business District. The following stipulations should be considered for your review:

- The proposed sidewalk café for Tacos and Tequila (unit 100 and 200) will be bound by decorative fence and decorative planter boxes. This café is within the 2nd Street right-of-way and measures 456 square feet. Thus, the allowable occupancy of this café is 30 occupants. The application depicts 28 seats here. Ample aisle width within the café is provided (45 inches).
- Wyandotte Zoning Ordinance Section 190.307.S requires an unobstructed clear area for pedestrian use, a minimum of sixty (60) inches wide. The wooden pole, traffic signal controller, and guy anchor on 2nd Street is a large existing feature difficult to work around. The proposed café offers pedestrians 4 feet 7 inches (55 inches) of walkable area between the traffic signal pole and the curb.
- The applicant is requesting to place a 72-inch tall decorative fence along the south end of the café to conceal the traffic control cabinet. However, this fence will limit the sight distance for eastbound Oak traffic as they look north.
- The proposed sidewalk café for The Oak Barrel (unit 300) will also be bound by decorative fence and decorative planter boxes. This café is within the Oak Street right-of-way and measures 458 square feet. This café has an allowable occupancy of 30 occupants. The application depicts 28 seats here as well. Ample aisle width within the café is provided (53 inches).
- The proposed cafés require pedestrian traffic to traverse near the existing flares of the sidewalk ramps. There is fifty-four (54) inches available for pedestrians to traverse the area without walking on the existing sidewalk flares or detectable warning surface.
- The proposed rooftop café is affiliated with The Oak Barrel (unit 300). This café is on private property, located on the second floor of the development. This café will be bound by glass railings. The café measures 1,317 square feet with the occupancy limit set at 60 occupants. The application depicts seating for 52 here.

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

- Each of the proposed outdoor cafes shall meet all requirements of the Fire Chief.
- Recommend applicant(s) be required to provide their own snow removal for the ground level cafes as these cafes will be used year-round.
- Recommend each of the outdoor cafes provide trash receptacles, located in the public right of way adjacent to each café, as directed by the Engineer. The applicant(s) shall be responsible for the daily emptying of the trash receptacles. The receptacles shall be of size and design as approved by the Engineer.
- The applicant(s) shall execute a grant of license and hold harmless agreement pending Council approval.

The plans do not meet the full requirements of the City of Wyandotte Zoning Ordinance. The enclosed outdoor café plans are provided for your review, consideration, and recommendation to Council.

If you have any questions please contact the undersigned at (734) 324 – 4554.

Sincerely,



Gregory J. Mayhew
City Engineer

Enclosures: Café Plans; Sample Furniture; Screen Wall Depiction; Ramp Encroachment Grant of License and Hold Harmless Agreement

OFFICIALS

CITY CLERK

Lawrence S. Stec

TREASURER

Todd M. Browning

CITY ASSESSOR

Theodore H. Galeski



BRIAN ZALEWSKI
CHIEF OF POLICE

MAYOR

Robert A. DeSana

COUNCIL

Robert Alderman

Chris Calvin

Kaylyn Crayne

Todd Hanna

Rosemary Shuryan

Kelly M. Stec

March 17th, 2022

TO: Kelly Roberts, Development Coordinator

FROM: Brian Zalewski, Chief of Police

SUBJECT: OUTDOOR CAFÉ REQUEST – 166 Oak, Units 100-400 (revised application)
The W Restaurant, The Oak Barrel, Chepe's Tacos & Tequila

I have no objections to the revised proposal for the outdoor service areas as illustrated on the engineering drawings submitted by the applicant 166 Oak, Units 100-400, with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire Department, Engineering Departments, Planning Commission, and City of Wyandotte Zoning Ordinance.
- I presume that the applicant intends to make application to the Michigan Liquor Control Commission (MLCC) for the serving of alcoholic beverages on the described outdoor areas. If they intend to serve in their outdoor areas, approval will be required from the LCC for an outdoor café.
- If approved for serving alcoholic beverages outside, it must be contained in a well-defined and clearly marked area outside of the licensed premises.

If you need any further assistance please do not hesitate to contact me at your convenience.

Brian Zalewski
Chief of Police

Plan, Fire Alarm, and Fire Suppression Review

Wyandotte Fire Department

Submitted By: Thomas Lyon

Date/Time Submitted: Mar 16, 2022 at 14:46

Internal Form only

General Information

Date: Mar 16, 2022 *

Address: 166 Oak-Café sidewalk and rooftop *

Additional Information: Outdoor Café and rooftop plan review.

Type of System: Fire Alarm *
Fire Suppression
Commercial Cooking
Other

Fire Department

Plan Review: Approved *
Not Approved
Partially Approved

Comments: Rooftop life safety plan provided on LS102. Out door plans provided from café application.

IFC 2015 section 105.4.4 Approved Documents, Construction documents approved by the fire code official are approved with the intent that such construction documents comply in all respects with this code. Review and approval by the fire code official shall not relieve the applicant of the responsibility of compliance with this code.

Completed By:

Other Required Plan Review/Permits

Electrical

Electrical Plan Review /Permit Required: Yes *
No

Electrical Plan Review Completed:

Plumbing / Mechanical

Plumbing / Mechanical Plan Review / Permit Required: Yes *
No

Plumbing / Mechanical Plan Review Completed:

Permit Fees

Total:

Total:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 5/9/2022

AGENDA ITEM # 16

ITEM: Outdoor Cafe: 2958 Biddle Avenue

PRESENTER: Gregory J. Mayhew, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The property owner and tenant of 2958 Biddle Avenue has requested permission to place an outdoor cafe along the City sidewalks abutting Biddle Avenue right-of-way. At the meeting of April 21, 2022, of the Planning Commission, the Commission approved the cafe. See attached minutes and resolution.

Since this cafe is located in the Biddle Avenue Right-of-Way, attached for your approval is the Grant of License and Hold Harmless Agreement. The undersigned has no objection to the request.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 which identifies a commitment to revitalize the downtown with new commercial development.

ACTION REQUESTED: Approve the use of the Biddle Avenue Right-of-Way adjacent to 2958 Biddle Avenue for an outdoor cafe provided the Grant of License and Hold Harmless Agreement are executed and proper insurance submitted.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Authorize the Mayor and City Clerk to execute the Grant of License and issue the outdoor cafe permit for 2958 Biddle Avenue.

LIST OF ATTACHMENTS:

1. 2958 Biddle Grant of License & Hold Harmless Agreement
2. 2958 Biddle Planning Commission Resolution and Minutes

RESOLUTION

Item Number: #16

Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the Planning Commission and the City Engineer to grant the request of A.K.K.J., LLC and Yogurtown Cafe to use a portion of the Biddle Avenue right -of-way for an outdoor cafe adjacent to the building at 2958 Biddle Avenue subject to compliance with all ordinances, laws and regulations; AND

BE IT RESOLVED that the Grant of License is hereby approved to be executed by all parties; AND

BE IT FURTHER RESOLVED that a Hold Harmless Agreement and proper insurance indicating City as additional insured is submitted to the City before construction is started.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

REVOCABLE
GRANT OF LICENSE
Page 1 of 2

CITY OF WYANDOTTE, a Michigan Municipal corporation, and its successors, hereinafter called the GRANTOR, and A.K.K.J., LLC of 2958 Biddle Avenue, Wyandotte, Michigan, and their successors, hereinafter called the LICENSEE, enter into this Agreement on the _____ day of _____, 2022 subject to the following conditions:

1. The GRANTOR owns the real estate east of 2958 Biddle Avenue, more particularly described as the 120 foot wide public street known as Biddle Avenue, abutting S 28.50 FT OF LOT 5 PLAT OF PART OF WYANDOTTE, PART 2, BLOCK 57, AS RECORDED IN LIBER 57 OF DEEDS PAGE 5 WAYNE COUNTY RECORDS. The LICENSEE owns the real property at 2958 Biddle Avenue, Wyandotte, and proposes to construct an outdoor café as shown on the attached site plan Exhibit A. Tax ID No. 57-011-08-0005-002.
2. The GRANTOR grants to the LICENSEE, and it assigns, the right to construct, operate, and maintain an outdoor café in conjunction with business at 2958 Biddle Avenue, Wyandotte, as described in Paragraph 1 and the LICENSEE is required to maintain and keep in good repair said area and in accordance with all requirements of GRANTOR's Zoning Ordinance. The LICENSEE shall use methods in constructing, operating, and maintaining the outdoor café that will not cause any damage to the premises and the premises shall be maintained by the LICENSEE so that it will promote and protect public health, safety, and general welfare, and appearance of the premises and insure the premises will be reasonably safe and convenient for public travel and for LICENSEE's patrons. The LICENSEE shall pay all costs associated with said establishment, maintenance, operation and removal of said outdoor café area and public access way including the restoration of any public property if damaged during said use. The LICENSEE shall also be responsible for installation, maintenance, and removal of all traffic safety measures (including a black forty-two (42) inch wrought iron fence along the east side of the outdoor café at the existing steps) to ensure the protection of the public. The LICENSEE must comply with all health and safety orders, regulations, liquor control requirements, and all City Ordinances and be in compliance with the plan approved by the Planning Commission on April 21, 2022.
3. LICENSEE'S outdoor café shall only occupy that part of the above described 120 foot right of way of Biddle Avenue depicted on Exhibit A. The outdoor café will consist of three (3) tables with three (3) chairs each (total occupancy of nine (9) and a black wrought iron fence, forty-two (42) inches above the level of the tables, situated so that it protects a person from tripping on adjacent sidewalk steps.
4. Tables, chairs, umbrellas and any other objects provided with the café shall be of quality design, materials, and workmanship both to insure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment. When the associated establishment and the sidewalk café are not open for daily use, all furnishings and fixtures shall be removed from public property or stored in a manner approved by GRANTOR. The outdoor café may be utilized in accordance with the City of Wyandotte Zoning Ordinance, Article XI, Section 2202.
5. The outdoor café as approved by the Planning Commission on April 21, 2022, will not be required to be removed unless required by the Grantor because of a revocation of the license or because of non-compliance by Licensee of any of the terms of this license or any City Ordinance.
6. The Grant of License only pertains to the City of Wyandotte's easement. If any other entity or agency has an easement, it is the LICENSEE's responsibility to seek and obtain permission from those entities. The GRANTOR has no authority to grant a license that may affect any other entity's easement. The GRANTOR reserves the right for an easement on, over, under, across, and within said property described above for the purpose of construction, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains, and drains.
7. In consideration of the GRANTOR providing this Grant of License, the LICENSEE agrees to execute a Hold Harmless agreement indemnifying the GRANTOR from all liability arising out of this Grant of License and shall provide liability insurance in the amount approved by the GRANTOR which names the GRANTOR as an additional insured party for the use permitted herein.

GRANT OF LICENSE

Page 2 of 2

8. If the GRANTOR directs LICENSEE to revoke, move or revise any modifications or appurtenances added to the public right-of-way, including traffic safety measures, in any way after issuance of this License to insure the premises will be reasonably safe and convenient for public use and travel, LICENSEE agrees to do this at its own cost immediately. Further, the GRANTOR may revoke this license at any time in its sole discretion.
9. Any Tenant of the LICENSEE must also execute this Grant of License and comply with all of the terms contained in this License.

GRANTOR: City of Wyandotte

Robert A. DeSana, Mayor

Lawrence S. Stec, City Clerk

Subscribed and sworn to me this ____ day of _____, 2022, by Robert A. DeSana and Lawrence S. Stec who are the Mayor and City Clerk of the City of Wyandotte who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

LICENSEE: A.K.K.J., LLC

Janette Crossmad, individual and on behalf of A.K.K.J. LLC

Subscribed and sworn to me this ____ day of _____, 2022, by _____ who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

TENANT: Yogurtown Café

Ali Manfouz

Subscribed and sworn to me this ____ day of _____, 2022, by _____ who duly executed said LICENSE with full authority.

NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: _____

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to A.K.K.J., LLC and Yogurtown Cafe, Owner and Tenant, to construct, install, operate and maintain an Outdoor Cafe on the Biddle Avenue right-of-way east of 2958 Biddle Avenue, Wyandotte, Michigan, which will consist of three (3) tables with three (3) chairs each (total occupancy of nine (9) and a black wrought iron fence, forty-two (42) inches above the level of the tables, situated so that it protects a person from tripping on adjacent sidewalk steps as shown on Exhibit A. A.K.K.J., LLC and Yogurtown Cafe, it's successors and assigns, hereby assumes all risk and liability relating to the aforementioned activity and uses and agrees to hold harmless and indemnify the City of Wyandotte and all City Officials and employees from all liability or responsibility whatever for injury (including death) to persons and for any damage to City of Wyandotte property or to the property of others arising out of, or resulting from the construction, maintenance and/or use of said property for the aforementioned use.

The undersigned, A.K.K.J., LLC and Yogurtown Cafe, it's successor and assigns, further does hereby remise, release, and forever discharge the City of Wyandotte its Officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the construction, maintenance and/or use of said property for said purposes at said above-described locations.

The undersigned represents personally that he/she is authorized to execute this Agreement on behalf of the undersigned. The undersigned further agrees to repair any damage done to said property and restore it to the original condition that existed prior to said utilization at no cost to the City of Wyandotte.

Agreed to this ____ day of _____, 2022.

A.K.K.J., LLC

BY: _____
Janette Crossmad, individual and on behalf
of A.K.K.J. LLC

Address: _____
Street City

Telephone Number: _____

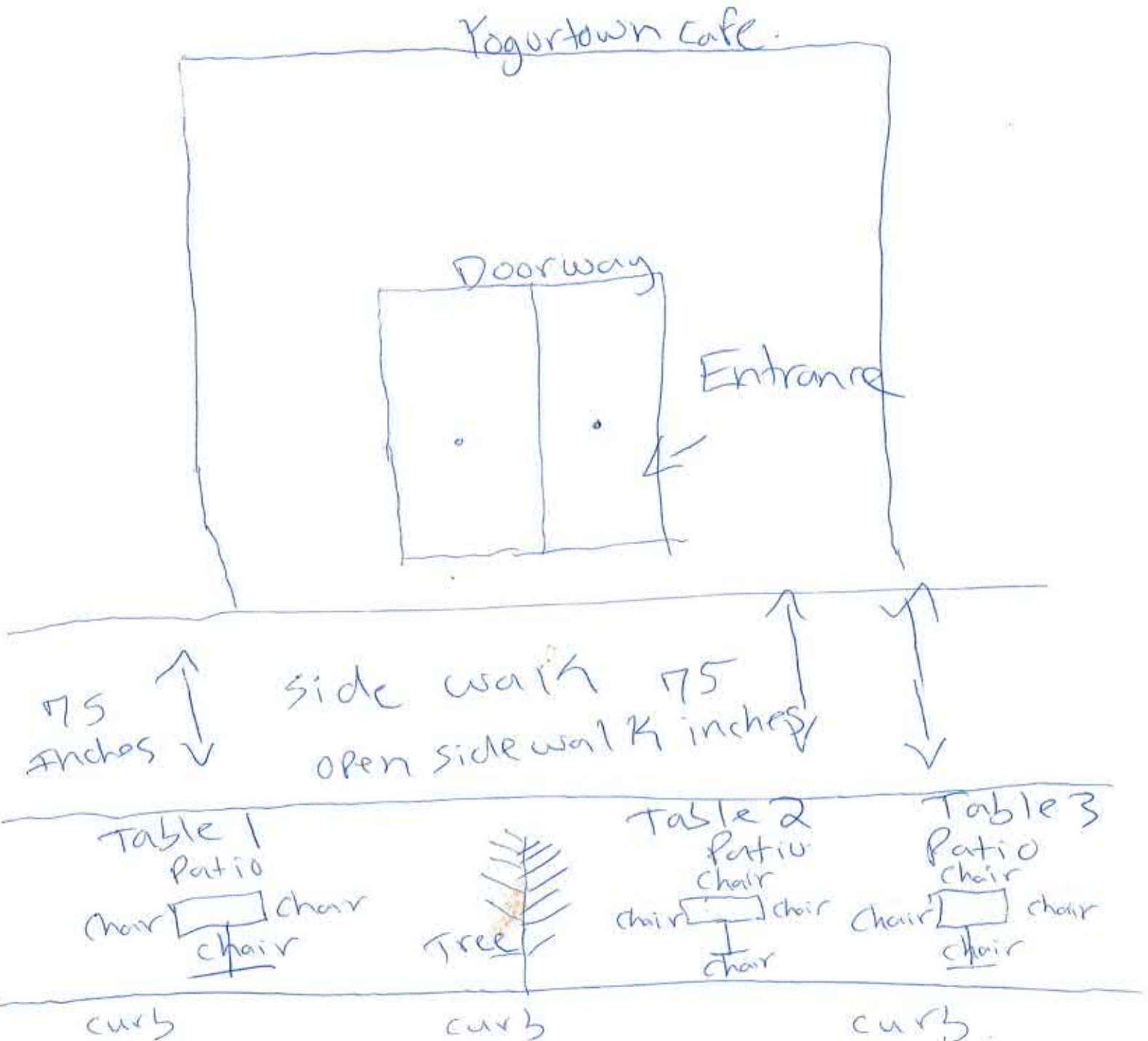
Yogurtown Cafe

BY: _____
Ali Manfouz

Address: _____
Street City

Telephone Number: _____

Exhibit A



3 tables - 12 chairs
outdoor metal

Approved By PC 4/21/22

RESOLUTION

2958 BIDDLE

April 21, 2022
Wyandotte, Michigan

RESOLUTION BY COMMISSIONER RUTKOWSKI

SUPPORTED BY COMMISSIONER SARNACKI

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that SPECIAL APPROVAL # 03162022 requested by A.K.K.J., LLC, Owner and Yogurtown Cafe, Appellant for:

A Certificate of Occupancy to operate an Outdoor Café at 2958 Biddle Avenue be hereby approved/denied on the basis of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were NO objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD), §190.307(S) of the City's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Approval by the Wyandotte City Council.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Use of the outdoor café shall be allowed Subject to all of the conditions described herein, an outdoor café may be set up and used annually from January 1 through December 31. The permitted hours of operation are:
 - o Monday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Tuesday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Wednesday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Thursday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Friday 7:00 a.m. to 2:00 a.m. Saturday morning (19 hours);
 - o Saturday 7:00 a.m. to 2:00 a.m. Sunday morning (19 hours); and
 - o Sunday 7:00 a.m. to 12:00 midnight (17 hours)
 - o In addition to the above:
 - o Each day of the Wyandotte Street Art Fair 7:00 a.m. to 2:00 a.m. of the following day (19 hours);
 - o March 17 (St. Patrick's Day) 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - o New Year's Eve 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - o Wednesday immediately before Thanksgiving Day 7:00 a.m. to 2:00 a.m. of the next day (19 hours); and
 - o Thursday immediately before Traditional Easter Sunday 7:00 a.m. to 2:00 a.m. of the next day (19 hours).
5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
6. The building exits shall not be blocked by tables and/or chairs.

7. The requirements of the Police Department, Fire Department and the Engineering and Building Department, as noted in their communications dated March 18, 2022.
8. Applicant to provide trash receptacles at a location and type approved by the City Engineer.
 - o Applicant responsible for snow removal for the ground level cafes.
 - o Patio limited to applicant's frontage, unless permission is sought for use of the adjacent Biddle Avenue frontages.
 - o A black four (4) foot wrought iron fence be placed parallel to the steps where the café will be located.
 - o Grant of License and Hold Harmless Agreement required to be executed by Owner and Tenant.
9. Occupancy shall be limited to 9.

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

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

MOTION PASSED

Two (2) communications were received regarding this request.

PUBLIC HEARING #03162022: A.K.K.J., LLC, Owner and Yogurtown Cafe, Appellant, have applied to the Planning Commission of the City of Wyandotte for special approval for a Certificate of Occupancy for an Outdoor Café at 2958 Biddle Avenue, Wyandotte, Michigan.

Chairperson Pasko read the communications received from the City Engineer, Police Chief and Fire Chief into the record.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Ali Manfouz, 2958 Biddle Avenue, Owner of Yogurtown Café.

Mr. Manfouz asked about supplying the trash cans for the café.

Mr. Mayhew indicated this is a new requirement for outdoor cafes since they generally produce a lot more trash, the property owner needs to supply additional trash receptables.

Mr. Manfouz indicated that it is not a problem, he will supply an additional receptable.

Chairperson Pasko asked if Mr. Manfouz had permission from Nanna's to place tables and chairs in front of their business.

Mr. Manfouz indicated that at this time he does not have approval from them but he will obtain it and submit it to the City.

Chairperson Pasko explained to Mr. Manfouz that without the approval from Nanna's it will limit how many tables he can put out.

Mr. Manfouz indicated that he would secure approval from Nanna's.

Mr. Manfouz indicated that he did not understand why he needs a fence.

Commissioner Kowalewski indicated that there could be a liability issue if someone slipped and fell or a chair fell down the step. Commissioner Kowalewski further indicated that a fence would stop that from happening.

Mr. Manfouz indicted the fence could be costly.

Commissioner Kowalewski indicated that he feels a fence should be installed.

Mr. Manfouz indicated that he had an outdoor café down the street and a fence was not required and they had no issues.

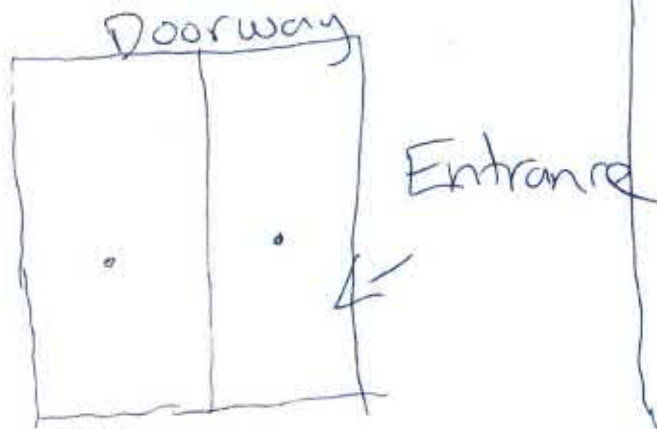
Commissioner Kelly asked if the rental dwelling on the 2nd floor had an additional entrance to the apartments.

Mr. Manfouz indicated that they did in the rear.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

No communications were received regarding this request.

Yogurtown Cafe.



75 inches

side walk 75
open side walk inches

Table 1
Patio
chair chair
chair



Table 2
Patio
chair chair
chair

Table 3
Patio
chair chair
chair

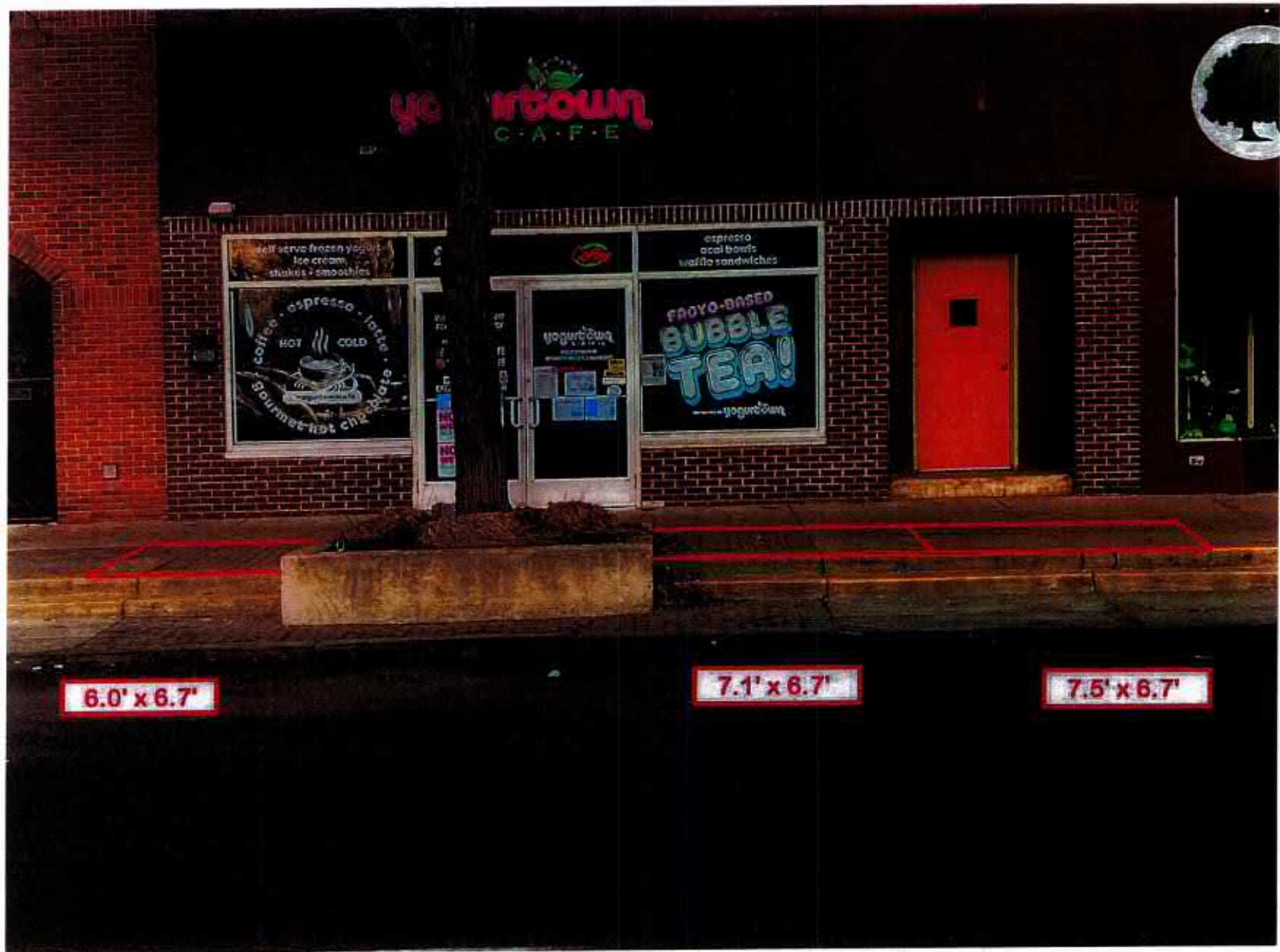
curb

curb

curb

3 tables - 12 chairs
wooden metal

PROPOSED OUTDOOR CAFÉ AT 3958 BIDDLE – YOGURTOWN





I JAWETTE CROSSMAN give permission
for Fogurtown Cafe - Ali Manfour
to use our store front / Building
for his outdoor cafe.

Total health Food Date 3/16/2022

JAWETTE CROSSMAN owner of Building
Jawette Crossman 3-16-22

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Robert A. DeSana

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

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

March 18, 2022

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

**RE: Outdoor Café at 2958 Biddle
Yogurtown**

Dear Mr. Pasko:

The undersigned has reviewed the application for the proposed outdoor café in the public property in front of 2958 Biddle. The proposed outdoor café is located in the Central Business District. The proposed café will be on public sidewalk. The following stipulations should be considered for your review:

- The proposed sidewalk café allows for 72 inches of unobstructed sidewalk for pedestrian use (not 75 inches as indicated on the plan).
- The patio is limited to the applicant's frontage. Use of the sidewalk adjacent to a neighboring business's frontage should be denied without written consent (Nanna's Kitchen to the south and Total Health Foods to the north). Some of the existing frontage is also not suitable for tables and chairs because of the existing concrete steps – which are not depicted on the provided plan. Therefore, the available area is 138 square feet. The building code allows for nine (9) occupants for this area. The applicant is seeking an occupancy of twelve (12).
- The proposed outdoor cafe shall meet all requirements of the Fire Chief.
- Recommend small tables be utilized or limit the seating to nine (9) with no chair near the stepped area close to Biddle.
- Recommend the outdoor cafe provide a trash receptacle, located in the public right of way adjacent to the café, as directed by the Engineer. The applicant shall be responsible for the daily emptying of the trash receptacle. The receptacle shall be of size and design as approved by the Engineer.
- The applicant shall execute a grant of license and hold harmless agreement pending Council approval.

The plans meet the requirements of the City of Wyandotte Zoning Ordinance. The enclosed outdoor café plan is provided for your review, consideration, and recommendation to Council.

If you have any questions please contact the undersigned at (734) 324 – 4554.

Sincerely,

A handwritten signature in blue ink, reading "Gregory J. Mayhew". The signature is fluid and cursive, with the first name "Gregory" and last name "Mayhew" clearly legible.

Gregory J. Mayhew
City Engineer

Enclosures: Cafe Plan; Sample Furniture; Picture of Frontage

OFFICIALS

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Theodore H. Galeski



MAYOR
Robert A. DeSana

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

TO: Kelly Roberts, Development Coordinator

DATE: April 14th, 2022

FROM: Brian Zalewski, Chief of Police

SUBJECT: OUTDOOR CAFÉ REQUEST – Yogurt Town Café, 2958 Biddle Ave.

I have no objections to the proposal for the outdoor service area as illustrated on the drawings submitted by the applicant for Yogurt Town Café, 2958 Biddle Ave., with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.

If you have any questions please do not hesitate to contact me.

A handwritten signature in blue ink, appearing to read 'Brian Zalewski'. Below the signature, the name 'Brian Zalewski' and title 'Chief of Police' are printed.

Brian Zalewski
Chief of Police

Kelly Roberts

From: Thomas Lyon
Sent: Wednesday, March 23, 2022 12:39 PM
To: Kelly Roberts; Brian Zalewski
Subject: Re: 2958 Biddle Outdoor Cafe

Good afternoon Kelly,

The fire department has no issues with the attached plan.

Tom Lyon
Assistant Fire Chief
City of Wyandotte
734-324-7254



From: Kelly Roberts <kroberts@wyandottemi.gov>
Sent: Wednesday, March 23, 2022 10:34 AM
To: Thomas Lyon <tlyon@wyandottemi.gov>; Brian Zalewski <bzalewski@wyandottemi.gov>
Subject: 2958 Biddle Outdoor Cafe

Chiefs:

Attached please find a new application for an outdoor café at 2958 Biddle Avenue. Please review and return your comments to me by April 7, 2022.

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

BILLS & ACCOUNTS

05/04/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 04/21/2022 - 05/04/2022

JOURNALIZED PAID

CLAIM

G Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 11182							
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 4/24/22	04/27/22	9,111.68	11182
101-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 4/24/22	04/27/22	18,264.00	11182
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 4/24/22	04/27/22	188.48	11182
499-000-228-010	Due to FICA/Medicare	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 4/24/22	04/27/22	44.10	11182
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 4/24/22	04/27/22	91.14	11182
525-000-228-010	Due to Social Security	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	P/R ENDING 4/24/22	04/27/22	389.78	11182
						<u>28,089.18</u>	
Total For Check 11182							
Check 11183							
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 4/24/22	04/27/22	2,509.50	11183
101-000-231-070	P/R Deductions-Deferred Comp	MASSMUTUAL FINANCIAL GROUP	MASS MUTUAL FINANCIAL GROUP	P/R ENDING 4/24/22	04/27/22	645.00	11183
						<u>3,154.50</u>	
Total For Check 11183							
Check 11184							
101-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 4/24/22	04/27/22	11,755.29	11184
499-000-228-021	Due to State-W/H Tax (GC)	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 4/24/22	04/27/22	36.02	11184
525-000-228-021	State Tax W/H-General City	STATE OF MICHIGAN TREASURY DEPT	STATE OF MICHIGAN TREASURY	P/R ENDING 4/24/22	04/27/22	99.95	11184
						<u>11,891.26</u>	
Total For Check 11184							
Check 11185							
101-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 4/24/22	04/27/22	29,686.86	11185
499-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 4/24/22	04/27/22	42.83	11185
525-000-228-024	Due to Federal-W/H Tax	U.S. TAX ACCOUNT	US TAX ACCOUNT	P/R ENDING 4/24/22	04/27/22	65.60	11185
						<u>29,795.29</u>	
Total For Check 11185							
Check 11186							
101-750-925-780	Rentals (Seniors/PortaJohns)	ACEE DEUCEE PORTA CAN	PULASKI PARK PORTA CAN	134742	05/04/22	120.00	11186
255-750-750-250	Course Maintenance	ACEE DEUCEE PORTA CAN	GOLF COURSE PORTA CANS	134838	05/04/22	240.00	11186
						<u>360.00</u>	
Total For Check 11186							
Check 11187							
101-448-750-260	Garage-Operating Expenses	ALLSTATE INDUSTRIAL EQUIPMENT	STOCK WELDING WIRE AND GLOVES DPS	559366	05/04/22	176.10	11187
						<u>176.10</u>	
Total For Check 11187							
Check 11188							
101-448-750-270	Building Maintenance	ANCONA CONTROLS	GENERATOR SEMI ANNUAL INSPECTION @ FIRE 2	21638	05/04/22	346.00	11188
101-448-750-270	Building Maintenance	ANCONA CONTROLS	GENERATOR SEMI ANNUAL INSPECTION @ POLICE	21640	05/04/22	554.00	11188
101-448-750-270	Building Maintenance	ANCONA CONTROLS	GENERATOR SEMI ANNUAL INSPECTION @ YACK ARENA	21641	05/04/22	580.00	11188
101-448-750-270	Building Maintenance	ANCONA CONTROLS	GENERATOR SEMI ANNUAL INSPECTION @ COPELAND CENTER	21636	05/04/22	346.00	11188
101-448-750-270	Building Maintenance	ANCONA CONTROLS	GENERATOR SEMI ANNUAL INSPECTION @ DPW	21637	05/04/22	325.00	11188
101-448-750-270	Building Maintenance	ANCONA CONTROLS	GENERATOR SEMI ANNUAL INSPECTION @ FIRE 1	21639	05/04/22	350.00	11188
						<u>2,501.00</u>	
Total For Check 11188							
Check 11189							
101-336-750-222	Medical/Rescue Supplies	BAKERS GAS & WELDING SUPPLIES	MEDICAL OXYGEN	0001728540	05/04/22	104.44	11189
						<u>104.44</u>	
Total For Check 11189							
Check 11190							
101-200-925-790	Miscellaneous	BASIC BENEFITS LLC	2ND QUARTER - MONTHLY FEE FOR SECTION 125 FSA PLAN ADMINISTRATION	IN2377452	05/04/22	75.00	11190
						<u>75.00</u>	
Total For Check 11190							
Check 11191							
101-756-825-420	Bldg & Equip Maintenance	BILDON APPLIANCE PRTS & SRV INC	FIXED SLUSH MACHINE AT YACK	0101612	05/04/22	2,479.96	11191
						<u>2,479.96</u>	
Total For Check 11191							
Check 11192							
101-336-750-222	Medical/Rescue Supplies	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	84480766	05/04/22	172.40	11192
101-336-750-222	Medical/Rescue Supplies	BOUND TREE MEDICAL LLC	FIRST AID SUPPLIES	84488007	05/04/22	24.44	11192
						<u>196.84</u>	
Total For Check 11192							

05/04/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
EXP CHECK RUN DATES 04/21/2022 - 05/04/2022
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BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
Check 11193							
101-448-825-430	Garage-Police Vehicle Maintenance	BUDGET TIRE COMPANY	STOCK TAHOES TIRE'S MI-DEAL PRICE	1-GS206103	05/04/22	1,548.00	11193
			Total For Check 11193			1,548.00	
Check 11194							
101-448-750-244	Parks-Land Improvement	CAREFREE LAWN CENTER	GRASS SEED AND MILORGANITE FOR PARKS	969360	05/04/22	822.44	11194
101-448-750-244	Parks-Land Improvement	CAREFREE LAWN CENTER	BAGGED TOP SOIL AND GRASS SEED FOR PARKS	969441	05/04/22	320.01	11194
101-448-750-270	Building Maintenance	CAREFREE LAWN CENTER	BROWN MULCH FOR MUSEUM COMPLEX	969359	05/04/22	192.00	11194
			Total For Check 11194			1,334.45	
Check 11195							
101-301-825-395	IT-Operation & Maintenance	CDW GOVERNMENT INC	WIFI ACCESS AT WYPD	V452844	05/04/22	189.99	11195
			Total For Check 11195			189.99	
Check 11196							
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	04252022	05/04/22	250.00	11196
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	04202022	05/04/22	100.00	11196
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	04122022	05/04/22	650.00	11196
260-136-825-229	MIDC Attorneys	CHRISTOPHER R SHEMKE	COURT APPOINTED ATTORNEY	04132022	05/04/22	525.00	11196
			Total For Check 11196			1,525.00	
Check 11197							
101-000-257-056	Reserve-Boat Ramp Operations	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	52.72	11197
101-200-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	84.51	11197
101-301-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	617.56	11197
101-303-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	230.15	11197
101-303-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	84.50	11197
101-336-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	414.22	11197
101-448-825-930	Heat(Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	2,133.45	11197
101-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	888.08	11197
101-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	0.61	11197
101-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	212.08	11197
101-756-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	2,380.78	11197
101-756-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	192.20	11197
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	136.17	11197
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	3.02	11197
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	143.69	11197
101-800-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	367.53	11197
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	178.35	11197
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	494.96	11197
525-750-825-930	Heat (Gas)	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	139.79	11197
530-444-825-930	Heat(Gas)-Bank Bldg	CONSTELLATION NEWENERGY-GAS DIV LLC	GAS - MARCH 2022	3448816	05/04/22	1,415.88	11197
			Total For Check 11197			10,170.25	
Check 11198							
101-448-750-261	Garage-Gasoline & Oil	CORRIGAN OIL CO	STOCK GAS DPS 2.9935 PER GALLON	7507423-IN	05/04/22	16,244.67	11198
101-448-750-261	Garage-Gasoline & Oil	CORRIGAN OIL CO	STOCK DIESEL FUEL 3.6795	7507422-IN	05/04/22	29,551.07	11198
			Total For Check 11198			45,795.74	
Check 11199							
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	04212022	05/04/22	400.00	11199
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	04252022	05/04/22	350.00	11199
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	04192022	05/04/22	150.00	11199
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	04262022	05/04/22	600.00	11199
260-136-825-229	MIDC Attorneys	CORY P WESTMORELAND	COURT APPOINTED ATTORNEY	04272022	05/04/22	550.00	11199
			Total For Check 11199			2,050.00	
Check 11200							
101-000-231-020	P/R Deductions-Hospital (Employer)	DELTA DENTAL	0007240006 MAY 2022	RIS0004109781 05/22	05/04/22	7,874.59	11200

05/04/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE
 EXP CHECK RUN DATES 04/21/2022 - 05/04/2022
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 BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
499-200-725-160	Medical Insurance	DELTA DENTAL	0007240006 MAY 2022	RIS0004109781 05/22	05/04/22	<u>127.04</u>	11200
			Total For Check 11200			8,001.63	
Check 11201							
101-000-257-057	Reserve-Police Training	DEWOLF & ASSOCIATES	A, STATHAKIS - FTO BASIC TRAINING	1198	05/04/22	<u>795.00</u>	11201
			Total For Check 11201			795.00	
Check 11202							
101-440-825-490	C of C Inspectors	DOUGLAS SCOTT THOMAS	INSPECTIONS	04112022-04242022	05/04/22	<u>589.50</u>	11202
			Total For Check 11202			589.50	
Check 11203							
101-303-825-220	Operating Expenses	DOWNRIVER OFFICE	DCAC - INTAKE CARDS	23232	05/04/22	<u>120.00</u>	11203
			Total For Check 11203			120.00	
Check 11204							
202-440-825-460	Resurfacing	EJ USA, INC.	MANHOLE FRAMES AND LIDS	110220021346	05/04/22	4,418.56	11204
202-440-825-460	Resurfacing	EJ USA, INC.	CATCH BASIN LIDS	110220022727	05/04/22	3,058.86	11204
203-440-825-460	Resurfacing	EJ USA, INC.	MANHOLE FRAMES AND LIDS	110220021346	05/04/22	4,418.55	11204
203-440-825-460	Resurfacing	EJ USA, INC.	CATCH BASIN LIDS	110220022727	05/04/22	<u>3,058.86</u>	11204
			Total For Check 11204			14,954.83	
Check 11205							
101-840-850-540	Other Equipment	ELECTION SOURCE	BALLOT BAGS (5)	22-1640	05/04/22	<u>802.88</u>	11205
			Total For Check 11205			802.88	
Check 11206							
101-448-825-431	Garage-Other Vehicle Maintenance	ELECTRICAL TERMINAL SERVICE	HITCH FOR TOWING SHOWMOBILE	732469-00	05/04/22	<u>594.87</u>	11206
			Total For Check 11206			594.87	
Check 11207							
590-200-926-210	Supplies	ENLOW ENVIRO LLC	SEWER SOAP	1442	05/04/22	<u>708.54</u>	11207
			Total For Check 11207			708.54	
Check 11208							
530-444-825-420	Maintenance-Bank Bldg	EXPERT MECHANICAL SERVICE INC	NEGATIVE AIR MACHINES DELIVERY AND SET UP	516479	05/04/22	<u>2,680.00</u>	11208
			Total For Check 11208			2,680.00	
Check 11209							
101-750-825-430	Contractual Services	FIRE SYSTEMS OF MICHIGAN INC	COPELAND CENTER FIRE SYSTEM INSPECTION	INV-1833910	05/04/22	<u>266.00</u>	11209
			Total For Check 11209			266.00	
Check 11210							
101-750-750-220	Operating Expenses	FORTE PAYMENT SYSTEMS INC	MONTHLY FEE	009395754	05/04/22	5.00	11210
101-750-750-220	Operating Expenses	FORTE PAYMENT SYSTEMS INC	MONTHLY FEE	008493355	05/04/22	<u>5.00</u>	11210
			Total For Check 11210			10.00	
Check 11211							
731-200-925-790	Other Expenses-Misc (Pension)	GABRIEL ROEDER SMITH & CO	TRUSEWICZ	469370	05/04/22	<u>1,500.00</u>	11211
			Total For Check 11211			1,500.00	
Check 11212							
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	04202022	05/04/22	350.00	11212
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	04252022	05/04/22	100.00	11212
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	04262022	05/04/22	325.00	11212
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	04072022	05/04/22	425.00	11212
260-136-825-229	MIDC Attorneys	GOLDPAUGH & ASSOCIATES PC	COURT APPOINTED ATTORNEY	04122022	05/04/22	<u>475.00</u>	11212
			Total For Check 11212			1,675.00	
Check 11213							

05/04/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 04/21/2022 - 05/04/2022

JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
101-448-750-270	Building Maintenance	GRAINGER	replacement sump pump DPS	9286944864	05/04/22	237.70	11213
			Total For Check 11213			237.70	
Check 11214							
101-440-925-720	Education	INTERNATIONAL CODE COUNCIL INC	18 MI PLBG CODE (2)	1001467999	05/04/22	188.00	11214
			Total For Check 11214			188.00	
Check 11215							
101-756-825-430	Contractual Services	J C EHRLICH	YACK PEST CONTROL	15101011	05/04/22	72.32	11215
			Total For Check 11215			72.32	
Check 11216							
101-440-725-115	Salaries-Seasonal (PT)	JEAN CLAUDE MARCOUX	PLAN REVIEW	04112022-04242022	05/04/22	735.00	11216
			Total For Check 11216			735.00	
Check 11217							
101-440-825-490	C of C Inspectors	JEFF EVANS	INSPECTIONS	041022-04242022	05/04/22	865.00	11217
			Total For Check 11217			865.00	
Check 11218							
101-440-825-490	C of C Inspectors	JEFFERY CARLEY	INSPECTIONS	04112022-04242022	05/04/22	696.00	11218
			Total For Check 11218			696.00	
Check 11219							
101-448-750-260	Garage-Operating Expenses	JERRY'S ACE HARDWARE	ELECTRICAL STOCK	75183	05/04/22	3.22	11219
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	shop supplies DPS	75255	05/04/22	18.99	11219
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	shop supplies DPS	75281	05/04/22	11.39	11219
101-448-750-270	Building Maintenance	JERRY'S ACE HARDWARE	shop supplies DPS	75247	05/04/22	11.39	11219
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	75207	05/04/22	30.81	11219
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	75159	05/04/22	47.62	11219
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MULCH, SANDING, ETC.	75232	05/04/22	19.63	11219
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC, SUPPLIES	75213	05/04/22	270.78	11219
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	RAKES	75212	05/04/22	83.54	11219
101-750-825-490	Field Maintenance & Supplies	JERRY'S ACE HARDWARE	MISC SUPPLIES	75210	05/04/22	30.77	11219
101-756-825-430	Contractual Services	JERRY'S ACE HARDWARE	WATER	75172	05/04/22	3.40	11219
530-444-825-420	Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	SUPPLIES TO HOOK UP NEW TOILETS	75219	05/04/22	34.73	11219
530-444-825-420	Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	shop supplies for city hall	75267	05/04/22	19.34	11219
530-444-825-420	Maintenance-Bank Bldg	JERRY'S ACE HARDWARE	Shop supplies for city hall	75272	05/04/22	16.13	11219
			Total For Check 11219			601.74	
Check 11220							
499-200-850-539	Beautification Commission	JOHN DARIN	REIMBURSEMENT FOR REGISTRATON FEE FOR BCSEM & KMB	DARIN APRIL2022	05/04/22	15.00	11220
			Total For Check 11220			15.00	
Check 11221							
101-301-750-222	Ammunition	KIESLER'S POLICE SUPPLY INC	SHOTGUN AMMUNITION	IN188450	05/04/22	120.00	11221
			Total For Check 11221			120.00	
Check 11222							
492-200-850-524	Recreation-City Parks	KIRBY BUILT	WHEELCHAIR ACCESSIBLE PICNIC TABLES	KB200006163	05/04/22	4,922.19	11222
			Total For Check 11222			4,922.19	
Check 11223							
101-448-750-240	Parks-Operating Expenses	MILES POWER WASH INC	POWERWASH SIDEWALK AT BISHOP PARK	137	05/04/22	500.00	11223
101-448-750-240	Parks-Operating Expenses	MILES POWER WASH INC	POWERWASH SIDEWALK PULASKI PARK 15TH ST	138	05/04/22	700.00	11223
101-448-750-270	Building Maintenance	MILES POWER WASH INC	REMOVED GRAFFITI AT MCKINLEY SCHOOL	140	05/04/22	500.00	11223
			Total For Check 11223			1,700.00	
Check 11224							
281-000-257-050	Program Income-Reserve	MINNESOTA TITLE AGENCY	RECORD DISCHARGE OF LIEN 2340 15TH	2340 15TH	05/04/22	25.00	11224

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			Total For Check 11224			<u>25.00</u>	
Check 11225							
530-444-825-220	Operating Expenses-Bank Bldg	MISTER UNIFORM & MAT RENTAL	MAT RENTAL	2336231	05/04/22	<u>97.84</u>	11225
			Total For Check 11225			<u>97.84</u>	
Check 11226							
677-750-825-340	Employee Physical Exams	OCCUPATIONAL HEALTH CENTERS	BEACH & DISHNEAU - NEW HIRES	714250760	05/04/22	<u>186.00</u>	11226
			Total For Check 11226			<u>186.00</u>	
Check 11227							
492-200-850-524	Recreation-City Parks	OWENS FENCE INC	REPAIRED FENCE AT BISHOP	76361	05/04/22	<u>475.00</u>	11227
			Total For Check 11227			<u>475.00</u>	
Check 11228							
101-253-750-210	Office Supplies	PARAGRAFIX	#10 WINDOW ENVELOPES TREASURER'S OFFICE	20712	05/04/22	<u>418.00</u>	11228
101-448-750-231	Const-Signage,Striping,Barricades	PARAGRAFIX	NO PARKING SIGNS SPECIAL EVENTS	20654	05/04/22	<u>110.00</u>	11228
			Total For Check 11228			<u>528.00</u>	
Check 11229							
101-336-825-430	Auto Maintenance	POMP'S TIRE SERVICE	2 REAR TIRES A71	1470033280	05/04/22	<u>343.06</u>	11229
101-448-825-431	Garage-Other Vehicle Maintenance	POMP'S TIRE SERVICE	TIRE'S FOR VPS 8 VIN 161437	1470032946	05/04/22	<u>1,163.58</u>	11229
			Total For Check 11229			<u>1,506.64</u>	
Check 11230							
101-215-750-220	Operating Expenses	PURE DATA SERVICES, LLC	APRIL REGULAR PULL	7028	05/04/22	<u>41.00</u>	11230
			Total For Check 11230			<u>41.00</u>	
Check 11231							
101-756-825-430	Contractual Services	QUICK REFRIGERATION HTG. & COOLING	FIXED ICE MACHINE ABOVE PEPSI DISPENSER	019993	05/04/22	<u>294.10</u>	11231
525-750-750-220	Operating Expenses	QUICK REFRIGERATION HTG. & COOLING	FIXED GOLF COURSE ICE MACHINE	020000	05/04/22	<u>716.65</u>	11231
			Total For Check 11231			<u>1,010.75</u>	
Check 11232							
492-200-850-524	Recreation-City Parks	QUINT PLUMBING & HEATING INC	UNWINTERIZED FOP BATHROOMS	73404	05/04/22	<u>1,672.91</u>	11232
			Total For Check 11232			<u>1,672.91</u>	
Check 11233							
101-336-825-430	Auto Maintenance	R&R FIRE TRUCK REPAIR, INC	FAULT CODES CHECKED E71	62400	05/04/22	<u>269.50</u>	11233
			Total For Check 11233			<u>269.50</u>	
Check 11234							
290-448-825-491	Compost Tipping Fee	REGULATED RESOURCE RECOVERY	COMPOST DUMPING JAN 2022	CONJAN'22	05/04/22	<u>262.50</u>	11234
290-448-825-491	Compost Tipping Fee	REGULATED RESOURCE RECOVERY	COMPOST DUMPING MARCH 2022	COMMAR'22	05/04/22	<u>1,050.00</u>	11234
			Total For Check 11234			<u>1,312.50</u>	
Check 11235							
590-200-926-310	Operation,Maintenance & Replacement	RENKIM CORPORATION	RODENT PREVENTION INSERT	080842	05/04/22	<u>922.73</u>	11235
590-200-926-310	Operation,Maintenance & Replacement	RENKIM CORPORATION	YARD & ALLEY MAINTENANCE INSERT	080843	05/04/22	<u>845.23</u>	11235
			Total For Check 11235			<u>1,767.96</u>	
Check 11236							
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	04122022	05/04/22	<u>225.00</u>	11236
260-136-825-229	MIDC Attorneys	RICHARD SORANNO	COURT APPOINTED ATTORNEY	04132022	05/04/22	<u>300.00</u>	11236
			Total For Check 11236			<u>525.00</u>	
Check 11237							
101-448-750-243	Parks-Flags & Decorations	ROCKET ENTERPRISE INC.	Rope and Clips for flagpoles	168979	05/04/22	<u>226.60</u>	11237
101-448-750-270	Building Maintenance	ROCKET ENTERPRISE INC.	Rope and Clips for flagpoles	168979	05/04/22	<u>97.90</u>	11237
			Total For Check 11237			<u>324.50</u>	

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Check 11238							
101-440-825-490	C of C Inspectors	RONALD E KEEHN	INSPECTIONS	04102022-04242022	05/04/22	525.00	11238
			Total For Check 11238			525.00	
Check 11239							
101-336-925-720	Education	SCHOOLCRAFT COLLEGE	NFPA PLANS EXAMINER MAY 2-MAY 5, 2022 DEREK REASEY	DEREK REASEY	05/04/22	325.00	11239
			Total For Check 11239			325.00	
Check 11240							
525-750-750-235	Beverage Expense (Beer)	SHOPPER'S VALLEY MARKET	BEER FOR GOLF COURSE	166520	05/04/22	353.15	11240
			Total For Check 11240			353.15	
Check 11241							
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	STOCK FILTER DPS	653288-00	05/04/22	47.96	11241
101-448-750-260	Garage-Operating Expenses	SHRADER TIRE & OIL	STOCK FILTERS DPS	657699-01	05/04/22	43.12	11241
101-448-825-431	Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL	TIRE REPAIR FOAM FILLED AND NEW TIRE	657326-00	05/04/22	799.00	11241
101-448-825-431	Garage-Other Vehicle Maintenance	SHRADER TIRE & OIL	CREDIT	660480-00	05/04/22	(50.00)	11241
			Total For Check 11241			840.08	
Check 11242							
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	RUBY	1981546	05/04/22	125.00	11242
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - ASHLEY, MODECAI	1981551	05/04/22	170.00	11242
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - BENTLEY, EMERSON	1982779	05/04/22	250.00	11242
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - BATMAN	1982979	05/04/22	40.00	11242
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - SKIPPY, MAX	1984160	05/04/22	250.00	11242
101-000-257-078	Reserve-Animal Care	THE PAWS CLINIC	STERILIZE - ELIAS, JEAN PAUL, JEANNE MARIE	1984338	05/04/22	255.00	11242
			Total For Check 11242			1,090.00	
Check 11243							
101-440-825-490	C of C Inspectors	THOMAS P KERR	INSPECTIONS	04112022-04242022	05/04/22	467.50	11243
101-440-825-491	Electrical Inspectors	THOMAS P KERR	INSPECTIONS	04112022-04242022	05/04/22	320.00	11243
			Total For Check 11243			787.50	
Check 11244							
101-440-825-490	C of C Inspectors	TIMOTHY THOMPSON	INSPECTIONS	04112022-04242022	05/04/22	390.00	11244
101-440-825-492	Plumbing Inspectors	TIMOTHY THOMPSON	INSPECTIONS	04112022-04242022	05/04/22	365.00	11244
101-440-825-493	Mechanical Inspectors	TIMOTHY THOMPSON	INSPECTIONS	04112022-04242022	05/04/22	435.00	11244
			Total For Check 11244			1,190.00	
Check 11245							
101-448-750-270	Building Maintenance	ULINE	shop supplies DPS	147604966	05/04/22	195.94	11245
101-756-750-235	Cleaning Supplies	ULINE	MISC. SUPPLIES	147601347	05/04/22	179.60	11245
			Total For Check 11245			375.54	
Check 11246							
499-200-926-114	Operating Expenses	WADE TRIM ASSOCIATES	DOWNTOWN INFRASTRUCTURE PLANNING	2023589	05/04/22	6,097.13	11246
			Total For Check 11246			6,097.13	
Check 11247							
101-440-825-490	C of C Inspectors	WALTER CZARNIK	INSPECTIONS	04112022-045242022	05/04/22	664.50	11247
101-440-825-491	Electrical Inspectors	WALTER CZARNIK	INSPECTIONS	04112022-045242022	05/04/22	570.00	11247
			Total For Check 11247			1,234.50	
Check 11248							
101-209-825-345	DCA-Contractual Services	WCA ASSESSING LLC	CONTRACTUAL ASSESSING SERVICES	WCA04222022	05/04/22	17,436.83	11248
			Total For Check 11248			17,436.83	
Check 11249							
101-448-825-431	Garage-Other Vehicle Maintenance	WEINGARTZ	BAGGER KIT FOR VPS 110 VIN 35BV725	20433061-00	05/04/22	400.00	11249

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Total For Check 11249						400.00	
Check 11250							
101-448-750-270	Building Maintenance	WEISKOPF INDUSTRIES CORP	shop supplies dps	175553	05/04/22	512.62	11250
Total For Check 11250						512.62	
Check 11251							
101-448-750-231	Const-Signage,Striping,Barricades	WENSCO SIGN SUPPLY	Rotary Cutter for sign shop	3511567	05/04/22	31.88	11251
101-448-750-231	Const-Signage,Striping,Barricades	WENSCO SIGN SUPPLY	Black Relective Vinyl	3511563	05/04/22	330.66	11251
Total For Check 11251						362.54	
Check 11252							
101-448-825-431	Garage-Other Vehicle Maintenance	WOLVERINE TRUCK SALES INC	MUFFLER HANGER FOR VPS 63 VIN 2FZACHC64AN06475 AND STOCK	1257559	05/04/22	159.78	11252
Total For Check 11252						159.78	
Check 11253							
101-448-750-270	Building Maintenance	WYANDOTTE ALARM CO	fire monitoring service for DPS building	190682	05/04/22	560.85	11253
530-444-825-220	Operating Expenses-Bank Bldg	WYANDOTTE ALARM CO	5-1-22 TO 7-31-22 COMMERCIAL MONITORING	191514	05/04/22	110.00	11253
Total For Check 11253						670.85	
Check 11254							
101-448-750-270	Building Maintenance	WYANDOTTE ELECTRIC SUPPLY	replacement led lights for Masonic	606562-0	05/04/22	117.12	11254
530-444-825-420	Maintenance-Bank Bldg	WYANDOTTE ELECTRIC SUPPLY	electrical supplies for city hall	607425-0	05/04/22	3.72	11254
530-444-825-420	Maintenance-Bank Bldg	WYANDOTTE ELECTRIC SUPPLY	REPLACEMENT OUT DOOR LIGHT FIXTURE	606969-0	05/04/22	78.38	11254
530-444-825-420	Maintenance-Bank Bldg	WYANDOTTE ELECTRIC SUPPLY	REPLACEMENT LIGHT LED	606933-0	05/04/22	30.92	11254
Total For Check 11254						230.14	
Check 151536							
101-000-231-086	Pension Liability-DB (Employee)	CITY OF WYANDOTTE RETIREMENT	POLICE DEF BENEFIT	P/R ENDING 4/24/22	04/27/22	336.69	151536
Total For Check 151536						336.69	
Check 151537							
101-000-231-084	Pension Liability-DB II (Employee)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYEE	P/R ENDING 4/24/22	04/27/22	3,532.28	151537
Total For Check 151537						3,532.28	
Check 151538							
101-000-231-083	Pension Liability-DB II (Employer)	CITY OF WYANDOTTE RETIREMENT	CITY OF WYANDOTTE RETIREMENT DB II EMPLOYER	P/R ENDING 4/24/22	04/27/22	7,062.90	151538
Total For Check 151538						7,062.90	
Check 151539							
101-000-231-030	P/R Deductions-Union Dues	FOP LODGE 111	FOP LODGE 111	P/R ENDING 4/24/22	04/27/22	76.00	151539
Total For Check 151539						76.00	
Check 151540							
101-000-231-030	P/R Deductions-Union Dues	IAFF LOCAL #356	IAFF LOCAL #356	P/R ENDING 4/24/22	04/27/22	1,198.16	151540
Total For Check 151540						1,198.16	
Check 151541							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 4/24/22	04/27/22	9,968.74	151541
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 4/24/22	04/27/22	4,984.38	151541
499-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 4/24/22	04/27/22	191.28	151541
499-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107305	P/R ENDING 4/24/22	04/27/22	95.64	151541
Total For Check 151541						15,240.04	
Check 151542							
101-000-231-087	Pension Liability-DC (Employer)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 4/24/22	04/27/22	8,651.23	151542
101-000-231-088	Pension Liability-DC (Employee)	ICMA RETIREMENT CORPORATION	ICMA RETIREMENT CORPORATION # 107256	P/R ENDING 4/24/22	04/27/22	4,325.65	151542
Total For Check 151542						12,976.88	
Check 151543							

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101-000-231-030	P/R Deductions-Union Dues	MICHIGAN AFSCME COUNCIL 25	DPS UNION DUES	P/R ENDING 4/24/22	04/27/22	224.50	151543
			Total For Check 151543			224.50	
Check 151544							
101-000-231-030	P/R Deductions-Union Dues	POLICE OFFICERS ASSOCIATION OF MI	POLICE OFFICERS ASSOCIATION OF MI	P/R ENDING 4/24/22	04/27/22	1,143.20	151544
			Total For Check 151544			1,143.20	
Check 151545							
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 4/24/22	04/27/22	6,300.00	151545
101-000-231-070	P/R Deductions-Deferred Comp	RELIANCE TRUST COMPANY	AXA TRUST ID# 0155496177	P/R ENDING 4/24/22	04/27/22	65.00	151545
			Total For Check 151545			6,365.00	
Check 151546							
101-000-231-030	P/R Deductions-Union Dues	THIN BLUE LINE OF MICHIGAN	THIN BLUE LINE OF MICHIGAN	P/R ENDING 4/24/22	04/27/22	5.00	151546
			Total For Check 151546			5.00	
Check 151547							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 4/24/22	04/27/22	2,100.00	151547
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 4/24/22	04/27/22	2,100.00	151547
499-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 4/24/22	04/27/22	50.00	151547
499-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE GC & DPS RHS # 801908	P/R ENDING 4/24/22	04/27/22	50.00	151547
			Total For Check 151547			4,300.00	
Check 151548							
101-000-231-087	Pension Liability-DC (Employer)	VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 4/24/22	04/27/22	1,889.26	151548
101-000-231-088	Pension Liability-DC (Employee)	VANTAGE POINT TRANSFER AGENTS	VANTAGE POLICE AND FIRE RHS # 803119	P/R ENDING 4/24/22	04/27/22	1,889.26	151548
			Total For Check 151548			3,778.52	
Check 151549							
101-200-825-330	Legal Fees	WILLIAM R LOOK, PROFESSIONAL CORP	WILLIAM R LOOK	P/R ENDING 4/24/22	04/27/22	4,230.77	151549
			Total For Check 151549			4,230.77	
Check 151550							
101-215-825-360	Legal Notice	21ST CENTURY MEDIA-MICHIGAN	ACCT #640694 BILLING PERIOD 03/01/22 - 03/31/22	640694 033122	05/04/22	745.75	151550
			Total For Check 151550			745.75	
Check 151551							
285-225-925-860	Art Fair	ALEXA DALUZ	artwork for markets area	4232022	05/04/22	5,000.00	151551
499-200-925-802	Farmers Market	ALEXA DALUZ	artwork for markets area	4232022	05/04/22	2,000.00	151551
			Total For Check 151551			7,000.00	
Check 151552							
101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN FIDELITY ASSURANCE CO	125 PLAN CANCER & LIFE INSURANCE MAY 2022	D452569 05/22	05/04/22	1,259.79	151552
732-000-231-080	Payroll W/H-Cancer Insurance	AMERICAN FIDELITY ASSURANCE CO	125 PLAN CANCER & LIFE INSURANCE MAY 2022	D452569 05/22	05/04/22	1,474.58	151552
			Total For Check 151552			2,734.37	
Check 151553							
101-000-231-080	P/R Deductions-Section 125 Plan	AMERICAN HERITAGE LIFE INSURANCE CO	ALL STATE ACCIDENT PLAN COVERAGE PERIOD 03/20/22 - 04/16/22	041122 W8433	05/04/22	732.52	151553
			Total For Check 151553			732.52	
Check 151554							
530-444-825-420	Maintenance-Bank Bldg	AMERICAN LOCK & KEY	door supplies for city hall	13466	05/04/22	20.00	151554
			Total For Check 151554			20.00	
Check 151555							
290-000-650-012	Curbside Yard Waste	AMY BLICHARZ	YARD WASTE REFUND	2639 3RD	05/04/22	13.00	151555
			Total For Check 151555			13.00	
Check 151556							
101-000-257-064	BCB21-0308 264 Cedar	ANISA KREPONIC	BD Bond Refund	BCB21-0308	05/04/22	2,500.00	151556

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Total For Check 151556						2,500.00	
Check 151557							
101-200-825-397	Ann Arbor Collection Agency	ARBOR PROFESSIONAL SOLUTIONS	GONZALEZ, LEIYA - PEREZ, JASMIN	010063142203310000	05/04/22	58.00	151557
Total For Check 151557						58.00	
Check 151558							
101-000-257-064	BCB14-0134 - PBLD14-0190 2331 EUREKA	AREA CONSTRUCTION	BD Bond Refund	BCB14-0134	05/04/22	1,000.00	151558
Total For Check 151558						1,000.00	
Check 151559							
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	STARTER FOR VP 7-7 VIN 1GNLC2ECFR577056	349-277344	05/04/22	311.69	151559
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	CREDIT	349-277351	05/04/22	(65.00)	151559
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	02 SENSOR FOR VP 7-7 VIN 1GNLC2EC7FR577056	349-276171	05/04/22	47.39	151559
101-448-825-430	Garage-Police Vehicle Maintenance	AUTO VALUE RIVERVIEW	TIRESENSOR FOR VP 7-19 VIN1GNLC2EC2FR576901	349-275823	05/04/22	36.29	151559
101-448-825-432	Garage-Equipment Maintenance	AUTO VALUE RIVERVIEW	MUFFLER PARTS FOR VPS 10 VIN 1FTSX30LSYEC99130	349-276711	05/04/22	86.44	151559
Total For Check 151559						416.81	
Check 151560							
101-448-750-260	Garage-Operating Expenses	BAKERS PROPANE INC	STOCK WELD GAS DPS	0001728537	05/04/22	102.64	151560
Total For Check 151560						102.64	
Check 151561							
101-000-257-064	BCB21-0080 555 Antoine	BBC PROPERTIES, LLC	BD Bond Refund	BCB21-0080	05/04/22	250.00	151561
Total For Check 151561						250.00	
Check 151562							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CARE NETWORK	00129760 0001 MAY 2022	220980001813 05/22	05/04/22	10,477.29	151562
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CARE NETWORK	00129760 0001 MAY 2022	220980001813 05/22	05/04/22	2,619.32	151562
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CARE NETWORK	00129760 0001 MAY 2022	220980001813 05/22	05/04/22	4,092.69	151562
Total For Check 151562						17,189.30	
Check 151563							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 600 MAY 2022	220406814709 05/22	05/04/22	60,960.11	151563
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	67410 600 MAY 2022	220406814709 05/22	05/04/22	1,078.94	151563
Total For Check 151563						62,039.05	
Check 151564							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 603 MAY 2022	220406814712 05/22	05/04/22	5,012.41	151564
Total For Check 151564						5,012.41	
Check 151565							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0012 MAY 2022	07006086 0012 05/22	05/04/22	63,514.10	151565
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0012 MAY 2022	07006086 0012 05/22	05/04/22	15,878.53	151565
Total For Check 151565						79,392.63	
Check 151566							
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 MAY 2022	07006086 0011 05/22	05/04/22	26,421.06	151566
101-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 MAY 2022	07006086 0011 05/22	05/04/22	6,605.26	151566
499-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 MAY 2022	07006086 0011 05/22	05/04/22	1,694.12	151566
499-000-231-020	P/R Deductions-Hospital (Employer)	BLUE CROSS BLUE SHIELD OF MI	007006086 0011 MAY 2022	07006086 0011 05/22	05/04/22	423.53	151566
Total For Check 151566						35,143.97	
Check 151567							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0019 MAY 2022	07006086 0019 05/22	05/04/22	13,592.04	151567
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	007006086 0019 MAY 2022	07006086 0019 05/22	05/04/22	2,373.95	151567
Total For Check 151567						15,965.99	
Check 151568							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0033 MAY 2022	07006086 0033 05/22	05/04/22	11,450.82	151568

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Total For Check 151568						11,450.82	
Check 151569							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	007006086 0034 MAY 2022	07006086 0034 05/22	05/04/22	58,510.98	151569
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	007006086 0034 MAY 2022	07006086 0034 05/22	05/04/22	698.22	151569
Total For Check 151569						59,209.20	
Check 151570							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 601 MAY 2022	220406814710 05/22	05/04/22	21,415.04	151570
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	67410 601 MAY 2022	220406814710 05/22	05/04/22	1,533.21	151570
Total For Check 151570						22,948.25	
Check 151571							
732-000-231-020	Payroll W/H-Hospital Insurance	BLUE CROSS BLUE SHIELD OF MI	67410 605 MAY 2022	220406814714 05/22	05/04/22	5,828.81	151571
732-000-393-035	Reserve-Health & Life	BLUE CROSS BLUE SHIELD OF MI	67410 605 MAY 2022	220406814714 05/22	05/04/22	1,793.48	151571
Total For Check 151571						7,622.29	
Check 151572							
290-000-650-012	Curbside Yard Waste	CARRIE MARKLEY	YARD WASTE REFUND	605 WALNUT	05/04/22	13.00	151572
Total For Check 151572						13.00	
Check 151573							
290-000-650-012	Curbside Yard Waste	CHRISTINE SHIRODA	YARD WASTE REFUND	1775 10TH	05/04/22	13.00	151573
Total For Check 151573						13.00	
Check 151574							
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	RUBBISH DUMPING MARCH 2022	88312	05/04/22	20,638.33	151574
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	DEMO DUMPING MARCH 2022	88313	05/04/22	1,045.18	151574
290-448-825-480	Rubbish Dumping Fee	CITY OF RIVERVIEW	BRUSH DUMPING MARCH 2022	88314	05/04/22	2,003.43	151574
Total For Check 151574						23,686.94	
Check 151575							
101-303-750-261	Gasoline & Oil	CITY OF WYANDOTTE	FUEL - MARCH2022	5651	05/04/22	401.44	151575
Total For Check 151575						401.44	
Check 151576							
101-000-257-064	BCB17-0264 1165 McKinley	Daniel Shipman	BD Bond Refund	BCB17-0264	05/04/22	2,000.00	151576
Total For Check 151576						2,000.00	
Check 151577							
290-000-650-012	Curbside Yard Waste	DANIELLE PRUDHOMME	YARD WASTE REFUND	1742 ASH	05/04/22	13.00	151577
Total For Check 151577						13.00	
Check 151578							
290-000-650-012	Curbside Yard Waste	DAVID KUBIAK	YARD WASTE REFUND	1466 16TH	05/04/22	13.00	151578
Total For Check 151578						13.00	
Check 151579							
290-000-650-012	Curbside Yard Waste	DEBORAH TORRES	YARD WASTE REFUND	2343 23RD	05/04/22	15.00	151579
Total For Check 151579						15.00	
Check 151580							
525-750-750-235	Beverage Expense (Beer)	DISCOUNT DRINKS	BEER FOR GOLF COURSE	574146	05/04/22	1,560.80	151580
Total For Check 151580						1,560.80	
Check 151581							
101-000-257-064	BCI17-0010 - PCI17-0026 2711 Fort	Doug Nowicki	BD Bond Refund	BCI17-0010	05/04/22	1,000.00	151581
Total For Check 151581						1,000.00	
Check 151582							

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101-336-750-224	Subscriptions	DOWNRIVER FIRE CHIEFS ASSOCIATION	2022 DUES CHIEF TOM LYON Total For Check 151582	4/20/2022	05/04/22	<u>75.00</u> 75.00	151582
Check 151583 101-303-825-910	Electric	DTE ENERGY	GAS - 03/8/22-04/05/22 - 14300 REAUME PARKWAY CIVIC CIR., SOUTHGATE Total For Check 151583	910035252030	05/04/22	<u>193.12</u> 193.12	151583
Check 151584 677-301-825-320	Worker's Comp-Medical Fees	EPMG DOWNRIVER PLLC	ALEXANDER STATHAKIS DOI: 03/29/22 DATE OF SERVICE: 03/29/22 Total For Check 151584	STATHAKIS 032922	05/04/22	<u>1,109.00</u> 1,109.00	151584
Check 151585 101-000-257-064	BCB20-0119 3513 21st	ERNEST DOMENECH	BD Bond Refund Total For Check 151585	BCB20-0119	05/04/22	<u>1,000.00</u> 1,000.00	151585
Check 151586 231-120-926-110	Principal Reimbursement #20	GLPMR LLC	BROWNFILED PLAN DISBURSEMENT - PLAN #20 Total For Check 151586	MAY 2, 2022	05/04/22	<u>21,799.01</u> 21,799.01	151586
Check 151587 101-000-257-064	BCB21-0160 637 Cora	GOODMAN HAROLD	BD Bond Refund Total For Check 151587	BCB21-0160	05/04/22	<u>1,000.00</u> 1,000.00	151587
Check 151588 101-000-257-064	BCI20-0011 - PCI20-0030 1102 Oak	GRACE FELLOWSHIP CHURCH OF MELVINDA	BD Bond Refund Total For Check 151588	BCI20-0011	05/04/22	<u>500.00</u> 500.00	151588
Check 151589 101-215-925-720	Education/Training	GRAND TRAVERSE RESORT & SPA	MAMC 2022 SUMMER CONFERENCE LODGING - LEKITY Total For Check 151589	MAMCCONF22_LEKITY	05/04/22	<u>787.80</u> 787.80	151589
Check 151590 101-000-231-080	P/R Deductions-Section 125 Plan	GRANGE LIFE INSURANCE COMPANY	LIFE INSURANCE MAY 2022 Total For Check 151590	18583387 05/22	05/04/22	<u>823.04</u> 823.04	151590
Check 151591 499-200-850-539	Beautification Commission	HOODS DO IT CENTER	YARD WASTE BAGS Total For Check 151591	70327	05/04/22	<u>28.47</u> 28.47	151591
Check 151592 101-000-257-064	BCB21-0209 1473 18TH	HP SNAP DOWNRIVER LLC	BD Bond Refund Total For Check 151592	BCB21-0209	05/04/22	<u>1,000.00</u> 1,000.00	151592
Check 151593 101-000-257-064	BCB18-0056 430 Biddle	JAMES YOKLEY	BD Bond Refund Total For Check 151593	BCB18-0056	05/04/22	<u>300.00</u> 300.00	151593
Check 151594 290-000-650-012	Curbside Yard Waste	JENNIFER MACHOWICZ	YARD WASTE REFUND Total For Check 151594	2292 CORA	05/04/22	<u>13.00</u> 13.00	151594
Check 151595 101-000-257-064	BCB17-0086 700 Highland	JOHN MCGOUGH	BD Bond Refund Total For Check 151595	BCB17-0086	05/04/22	<u>1,000.00</u> 1,000.00	151595
Check 151596 290-000-650-012	Curbside Yard Waste	JOSEPHINE NEAZ	PD FOR YW 2 TIMES Total For Check 151596	735 HUDSON	05/04/22	<u>55.00</u> 55.00	151596
Check 151597							

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290-000-650-012	Curbside Yard Waste	KAREN VANNIEUWKUYK	PD FOR YW 2 TIMES	2251 CORA	05/04/22	55.00	151597
			Total For Check 151597			55.00	
Check 151598							
101-000-257-064	BCB22-0036 835 Cora	KRISTEN WEBER	BD Bond Refund	BCB22-0036	05/04/22	600.00	151598
			Total For Check 151598			600.00	
Check 151599							
101-000-257-064	BCB22-0042 - PUS21-0329 1473 8TH	LATORIA PEARSON	BD BOND REFUND	BCB22-0042	05/04/22	350.00	151599
			Total For Check 151599			350.00	
Check 151600							
290-000-650-012	Curbside Yard Waste	LAURA BOGART	YARD WASTE REFUND	3646 3RD	05/04/22	11.00	151600
			Total For Check 151600			11.00	
Check 151601							
290-000-650-012	Curbside Yard Waste	LEN TRUSEWICZ	PD FOR YW 2 TIMES	1767 11TH	05/04/22	55.00	151601
			Total For Check 151601			55.00	
Check 151602							
101-000-203-030	A/P-Property Tax Overpayments	LINDA SZCZEMBARA	TAX RATE CORRECTION REFUND	57 019 06 0210 000	05/04/22	1.43	151602
101-000-203-030	A/P-Property Tax Overpayments	LINDA SZCZEMBARA	TAX RATE CORRECTION REFUND	57 019 06 0210 000	05/04/22	0.67	151602
			Total For Check 151602			2.10	
Check 151603							
290-000-650-012	Curbside Yard Waste	LISA WISTINGHAUSEN	YARD WASTE REFUND	1683 19TH	05/04/22	13.00	151603
			Total For Check 151603			13.00	
Check 151604							
101-000-257-064	BCB17-0015 2117 11th	LUCAS OR STEPHANI HRABNICKY	BD Bond Refund	BCB17-0015	05/04/22	200.00	151604
			Total For Check 151604			200.00	
Check 151605							
290-000-650-012	Curbside Yard Waste	MARYBETH BEEBE	PD FOR YW 2 TIMES	1864 22ND	05/04/22	55.00	151605
			Total For Check 151605			55.00	
Check 151606							
101-000-283-060	BPB21-0081 - PPLMB21-0229 630 Kings	MCNAMEE, RUSSELL	BD Bond Refund	BPB21-0081	05/04/22	500.00	151606
			Total For Check 151606			500.00	
Check 151607							
101-448-825-430	Garage-Police Vehicle Maintenance	MICHAEL BATES CHEVROLET	OIL HOUSING GASKET FOR VP 7-42 VIN 1GN1CZE03ER180223	174719	05/04/22	6.91	151607
			Total For Check 151607			6.91	
Check 151608							
101-215-925-720	Education/Training	MICHIGAN ASSOC OF MUNICIPAL CLERKS	B. LEKITY - SUMMER CONF & MASTERS CLASS	SUMMERCONF22	05/04/22	525.00	151608
			Total For Check 151608			525.00	
Check 151609							
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	REPAIR'S TO VPS 68 VIN CAT095GLAXX00424	SD13379488	05/04/22	4,925.10	151609
101-448-825-431	Garage-Other Vehicle Maintenance	MICHIGAN CAT	CREDIT	PD1284205	05/04/22	(1,350.55)	151609
			Total For Check 151609			3,574.55	
Check 151610							
101-000-257-064	BCB22-0012 3164 22nd	MILLER, AMELIA	BD Bond Refund	BCB22-0012	05/04/22	1,000.00	151610
			Total For Check 151610			1,000.00	
Check 151611							
231-119-926-110	PRINCIPAL REIMBURSEMENT #19	MJC TEMPLIN LLC	BROWNFIELD PLAN DISBURSEMENT - PLAN #19	MAY 2, 2022	05/04/22	8,824.15	151611
			Total For Check 151611			8,824.15	

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Check 151612							
101-750-750-222	Softball Program	MPARKS	SOFTBALL REGISTRATION 2022	200004689	05/04/22	31.00	151612
101-750-750-222	Softball Program	MPARKS	SUMMER TEAM SOFTBALL REGISTRATION 2022	200004678	05/04/22	124.00	151612
			Total For Check 151612			155.00	
Check 151613							
101-000-257-056	WATER - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE APRIL 2022	000779-014543 APR 22	05/04/22	120.07	151613
101-000-257-056	ELECTRIC - 705 BIDDLE	MUNICIPAL SERVICE	705 BIDDLE APRIL 2022	000779-014543 APR 22	05/04/22	340.86	151613
101-200-825-920	15 Superior Water April 2022	MUNICIPAL SERVICE	15 Superior Water April 2022	56833 April 2022	05/04/22	16.17	151613
101-750-825-910	ELECTRIC - 1100 BIDDLE	MUNICIPAL SERVICE	1100 BIUDDLE APRIL 2022	001153-022009 APR 22	05/04/22	335.21	151613
101-750-825-910	ELECTRIC - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE APRIL 2022	000000-063407 APR 22	05/04/22	55.40	151613
101-750-825-910	ELECTRIC - 601 8TH	MUNICIPAL SERVICE	601 8TH APRIL 2022	030967-021887 APR 22	05/04/22	32.89	151613
101-750-825-920	WATER - 1100 BIDDLE	MUNICIPAL SERVICE	1100 BIUDDLE APRIL 2022	001153-022009 APR 22	05/04/22	21.57	151613
101-750-825-920	WATER - 1148 BIDDLE	MUNICIPAL SERVICE	1148 BIDDLE APRIL 2022	000000-063407 APR 22	05/04/22	16.17	151613
499-200-850-542	2698 BIDDLE SPRINKLER APRIL 2022	MUNICIPAL SERVICE	2698 BIDDLE SPRINKLER APRIL 2022	95015-027751 APR 202	05/04/22	16.17	151613
			Total For Check 151613			954.51	
Check 151614							
290-000-650-012	Curbside Yard Waste	NATHAN KOONTER	PD FOR YW 2 TIMES	2050 17TH	05/04/22	55.00	151614
			Total For Check 151614			55.00	
Check 151615							
290-000-650-012	Curbside Yard Waste	NICK FOLEY	YARD WASTE REFUND	354 CHESTNUT	05/04/22	13.00	151615
			Total For Check 151615			13.00	
Check 151616							
231-114-926-110	Principal Reimbursement #14	OAK WYANDOTTE LLC	BROWNFIELD REDEVELOPMENT PLAN NO. 14	MAY 2, 2022	05/04/22	4,003.20	151616
			Total For Check 151616			4,003.20	
Check 151617							
101-840-750-220	Operating Expenses	POSTMASTER	DUAL AV APPS FOR PERM AV LIST MAILING 2022 ELECTIONS (6783 PCS)	AVAPPS2022	05/04/22	808.90	151617
101-840-750-220	Operating Expenses	POSTMASTER	VOTER ID CARDS - REDISTRICTING (19,687 PCS) - POSTAGE ONLY	IDCARDMAIL2022	05/04/22	2,352.83	151617
			Total For Check 151617			3,161.73	
Check 151618							
101-303-850-550	Capital Equipment	REYBA CONSTRUCTION LLC	NEW KENNEL AND GUILLOTINE DOORS	APRIL 26, 2022	05/04/22	6,650.12	151618
			Total For Check 151618			6,650.12	
Check 151619							
290-000-650-012	Curbside Yard Waste	ROBERT SCHWEYEN	PD FOR YW 2 TIMES	2380 19TH	05/04/22	55.00	151619
			Total For Check 151619			55.00	
Check 151620							
101-448-825-431	Garage-Other Vehicle Maintenance	RONY'S BODY SHOP	REPAIRS TO VPS 31 VIN 1FDLF47G6VEC39077	33922	05/04/22	461.42	151620
			Total For Check 151620			461.42	
Check 151621							
101-448-750-270	Building Maintenance	SCHINDLER ELEVATOR CORPORATION	Monthly elevator maintenance Police station	8105931534	05/04/22	390.20	151621
			Total For Check 151621			390.20	
Check 151622							
290-000-650-012	Curbside Yard Waste	SCOTT GALESKI	PD FOR YW 2 TIMES	1707 SUPERIOR	05/04/22	55.00	151622
			Total For Check 151622			55.00	
Check 151623							
101-000-257-064	BCB16-0312 120 Superior	Sherel Karrar	BD Bond Refund	BCB16-0312	05/04/22	1,000.00	151623
			Total For Check 151623			1,000.00	
Check 151624							

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101-448-825-431	Garage-Other Vehicle Maintenance	SOUTHGATE FORD	OIL PLUG FOR VP 7-25 VIN 1FTEW1EP1KFA33654 Total For Check 151624	958279	05/04/22	<u>17.88</u> 17.88	151624
Check 151625							
101-000-203-030	2021 Summer Tax Refund 57 010 15 0002 00	SOWARDS, CRAIG	2021 Summer Tax Refund 57 010 15 0002 000	57 010 15 0002 000	05/04/22	1.42	151625
101-000-203-030	2021 Winter Tax Refund 57 010 15 0002 00	SOWARDS, CRAIG	2021 Summer Tax Refund 57 010 15 0002 000 Total For Check 151625	57 010 15 0002 000	05/04/22	<u>0.70</u> 2.12	151625
Check 151626							
101-301-750-210	Office Supplies	STAPLES ADVANTAGE	OFFICE SUPPLIES - DIVIDER TABS Total For Check 151626	3504815104	05/04/22	<u>42.87</u> 42.87	151626
Check 151627							
101-000-257-064	BCB21-0046 648 Vinewood	STONE, ELLEN	BD Bond Refund Total For Check 151627	BCB21-0046	05/04/22	<u>1,800.00</u> 1,800.00	151627
Check 151628							
101-336-825-490	Bldg & Equip Maintenance	STRYKER SALES CORPORATION	PREVENTATIVE MAINTENANCE ON STAIR CHAIR	3732306M	05/04/22	1,322.24	151628
101-336-825-490	Bldg & Equip Maintenance	STRYKER SALES CORPORATION	PREVENTATIVE MAINTENANCE ON STAIR CHAIR Total For Check 151628	3732307M	05/04/22	<u>1,322.24</u> 2,644.48	151628
Check 151629							
290-000-650-012	Curbside Yard Waste	TIMOTHY SMITH	YARD WASTE REFUND Total For Check 151629	2445 CORA	05/04/22	<u>13.00</u> 13.00	151629
Check 151630							
732-000-231-080	Payroll W/H-Cancer Insurance	TRANSAMERICA EMPLOYEE BENEFITS	CANCER INSURANCE APRIL 2022 Total For Check 151630	2504585623 04/22	05/04/22	<u>61.05</u> 61.05	151630
Check 151631							
677-200-950-610	Liability Claims-City	TRAVELERS	THOMAS SARNOWASKI - II, 7629K8128 Total For Check 151631	000610557	05/04/22	<u>846.00</u> 846.00	151631
Check 151632							
101-301-750-224	LEIN Services	VERIZON WIRELESS	ACCT. NO. 442005820-00001 LEIN SERVICES MAR 11 - APR 10, 2022	9903824952	05/04/22	1,256.77	151632
101-336-750-221	Cellular Phones & Pagers	VERIZON WIRELESS	INVOICE #9903419738 MAR 5-APR 4, 2022	942095991-00001	05/04/22	144.04	151632
101-440-750-221	Cellular Phones & Pagers	VERIZON WIRELESS	MAR 11 - APR 10	9903850881	05/04/22	50.53	151632
101-440-750-221	Cellular Phones & Pagers	VERIZON WIRELESS	MAR 05 - APR 04	9903366387	05/04/22	113.18	151632
101-440-750-221	Cellular Phones & Pagers	VERIZON WIRELESS	ACCT. NO. 342173610-00001 CELL PHONES MAR 5 - APR 4, 2022	9903364551	05/04/22	69.07	151632
101-448-750-222	Cellular Phones & Pagers	VERIZON WIRELESS	ROTHERMAL/MARTIN CELL 3-5-22 TO 4-4-22	9903375825	05/04/22	82.16	151632
101-448-750-222	Cellular Phones & Pagers	VERIZON WIRELESS	MAR 05 - APR 04	9903366387	05/04/22	92.17	151632
265-301-925-730	Other Expenses - State	VERIZON WIRELESS	ACCT. NO. 342173610-00001 CELL PHONES MAR 5 - APR 4, 2022	9903364551	05/04/22	461.45	151632
590-200-926-310	Operation,Maintenance & Replacement	VERIZON WIRELESS	MAR 05 - APR 04 Total For Check 151632	9903366387	05/04/22	<u>120.08</u> 2,389.45	151632
Check 151633							
202-440-825-420	Traffic Signals	WAYNE COUNTY ACCOUNTS RECEIVABLE	MARCH 22 TRAF SIG MAINT	310469	05/04/22	316.80	151633
265-301-925-730	Other Expenses - State	WAYNE COUNTY ACCOUNTS RECEIVABLE	ATTY. FEES WYPD CASE 22-2361 Total For Check 151633	WYPD CASE 22-2361	05/04/22	<u>350.00</u> 666.80	151633
Check 151634							
101-000-203-030	A/P-Property Tax Overpayments	WESTMORELAND, KENNETH/ANITA	2021 Win Tax Refund 57 014 12 0034 301 Total For Check 151634	04/29/2022	05/04/22	<u>0.67</u> 0.67	151634
Check 151635							
677-200-950-610	Liability Claims-City	WYANDOTTE URGENT CARE	ROOF OVERHANG REPAIR AT WYANDOTTE URGENT CARE Total For Check 151635	INV-3	05/04/22	<u>450.00</u> 450.00	151635

Fund Totals:

05/04/2022

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WYANDOTTE

EXP CHECK RUN DATES 04/21/2022 - 05/04/2022

JOURNALIZED PAID

BANK CODE: CLAIM

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check #
			Fund 101 General Fund			408,090.42	
			Fund 202 Major Street Fund			7,794.22	
			Fund 203 Local Street Fund			7,477.41	
			Fund 231 Brownfield Redevelopment Fund			34,626.36	
			Fund 260 Michigan Indigent Defense			5,775.00	
			Fund 265 Drug Forfeiture Fund			811.45	
			Fund 281 Housing Rehabilitation Fund			25.00	
			Fund 285 Special Events Fund			5,000.00	
			Fund 290 Solid Waste Disposal Fund			25,527.44	
			Fund 492 TIFA Consolidated Fund			7,070.10	
			Fund 499 DDA tax increment Finance Fund			11,099.81	
			Fund 525 Municipal Golf Course Fund			4,330.17	
			Fund 530 Building Rental Fund			4,506.94	
			Fund 590 Sewage Fund			2,596.58	
			Fund 677 Self Insurance Fund			2,591.00	
			Fund 731 Retirement System Fund			1,500.00	
			Fund 732 Retiree Health Care Fund			189,876.33	
			Total For All Funds:			718,698.23	
			Payroll 04/27/22			239,694.04	
			TOTAL			958,392.27	

This is to certify that the above vouchers amounting to \$958,392.27 have been examined, that the materials and services have been received, that the price and computations are correct, that the invoices, receiving slips, and supporting data are attached and in order and that the proper accounts have been charged. The Treasurer is hereby authorized to pay the above vouchers.

Mayor _____

City Clerk _____

RESOLUTION

Item Number: #
Date: May 9, 2022

RESOLUTION by Councilperson _____

RESOLVED that the total bills and accounts of \$958,392.27 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
Crayne
Hanna
Shuryan
Stec

REPORTS & MINUTES
CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT
APRIL 19, 2022

Members Present: John Darin, Chairman, Nancy Alm, Barbara Freese, Wendy Leach, Stephanie Pizzo, Annette Sebestin, Alice Ugljesa

Members Excused: Patti Christie, Noel Galeski

Guest(s): Jacqueline Blackmore, Joanna Brookshire

1. Call to Order: The meeting was called to order by John at 6:00 pm. There was a quorum present.
2. Commission Re-Appointments, and Introductions of Newly & To-Be Appointed Commissioners:
 - a. Resignation of Patricia Iacopelli: John reported that he was informed that Patricia Iacopelli has resigned and declined re-appointment from the Beautification Commission. John communicated the Commission's best wishes to Patricia, and we wished her the very best!
 - b. Re-Appointments of Commissioners Nancy Alm, Wendy Leach, and Alice Ugljesa: John congratulated Nancy, Wendy, and Alice for their re-appointments to the Beautification Commission on April 11th for 3-year terms!
 - c. Appointment of Commissioner Annette Sebestin: John introduced and welcomed Annette Sebestin, who was appointed by Mayor DeSana and the City Council to the Beautification Commission on April 11th! Annette discussed her background and interests with the commissioners.
 - d. Soon To-Be Appointments of Jacqueline Blackmore and Joanna Brookshire: John introduced and welcomed Jackie Blackmore and Joanna Brookshire, who will be recommended by the Mayor for appointment to the Beautification Commission at the April 25th City Council meeting. Jackie and Joanna discussed their backgrounds and interests with the commissioners.
3. Approval of Agenda: Motion was made by Alice, seconded by Wendy, to approve this meeting's agenda as presented. The motion was approved.
4. Reading and Approval of Previous Minutes:
 - a. March 10, 2022 Regular Meeting: After review of the minutes, Noel made a motion, seconded by Alice, to approve the draft minutes of the March 10, 2022 regular meeting of the Beautification Commission without change. The motion was approved.
5. Chairperson's Report
 - a. Distribution of Documents: John distributed the Meeting Attendance Log, and updated generic Beautification Commission business cards for each commissioner.
6. Treasurer's Report:
 - a. FY 2021-2022 YTD Expense Report: The FY 2021-2022 YTD Expense Report was distributed and reviewed. There were expenses of \$45.00 for generic business cards, leaving a TIF Primary Account current balance of \$2,730.18. There were no expenses from the GFM Reserve Account, leaving a current balance of \$27.80.
 - b. Community Choice Credit Union Sponsorship Inquiry: John reported that he received an inquiry from Nicole Baker, Manager at Community Choice Credit Union, regarding partnering for a number of CCCU community outreach activities. He met with her on a number of occasions to discuss her interests. Specifically, CCCU offered a \$500 sponsorship for Commission plantings in the Arbor area! In addition, CCCU will host a community outreach event at the Arbor on the day of the Spring Clean-Up, in which they will donate a large number of hanging baskets to local residents. And CCCU will be providing a number of volunteers for our Spring Clean-Up! The Beautification Commission accepted these generous offers, and is very thankful and appreciative of these efforts, as well as the opportunity to extend our partnerships into the business community.

7. Public & Media Relations and Event Marketing Report: John distributed a Beautification Commission Overview flyer produced to specifically introduce the community to the vast range of environmental, gardening, and landscaping activities conducted by the Beautification Commission. Patti was requested to post this flyer on the Commission's Facebook page. The Clean-Up flyer has been posted on the Commission's Facebook page and web page.
8. Community Garden Report: The Community Garden is scheduled to open for the 2022 season on April 23rd. There was an amazing response this year. All community garden beds have been assigned to individual gardeners! 23 gardeners renewed, and there have been 15 new applicants to date, of which 13 received garden bed assignments, for a total of 36 garden bed assignments. Landscape fabric has been removed from all beds, and gardeners are all requested to clear their garden beds asap. After discussion, it was affirmed that all community gardeners will take their recyclable plant containers, trays, etc. home to recycle at the Recycling Center. No dumping recyclables in trash cans.
9. Adopt-A-Spot Report: Nancy suggested that a flyer be produced to encourage business to adopt the spot in front of their building. The suggestion had much support. Alice indicated that she will contact Walgreens on Fort & Eureka to inquire regarding planting around the Welcome Sign on the easement.
10. Spring Clean-Up Planning: The Clean-Up plans and assignments were reviewed.
 - a. New City Waiver of Liability & Volunteer Sign-In Sheet: John distributed and reviewed the new City Volunteer Waiver of Liability and revised Volunteer Sign-In Sheet. These are intended for use at the Spring Clean-Up registration table, to comply with current City process.
11. Downtown Planting Updates:
 - a. Spring Dig-In Planning: The Spring Dig-In is scheduled for Saturday, May 21st. Planting plans have been developed, and plants have been ordered. After discussion, it was decided to plant begonias in the tree boxes. Plant delivery is expected at 7:30 am, and all commissioners are encouraged to arrive early, before volunteer registration, to assist in preparations.
 - b. Spring Hanging Basket Planning: Alice reported that the hanging baskets will be delivered on Friday, May 20th, and will be installed by Eckert's crew.
12. Old Business: There was no Old Business.
13. New Business: There was no New Business.
14. Round-Table Reports and Announcements: There were no Round Table Reports or Announcements.
15. Next Meeting: The next meeting of the Beautification Commission is scheduled for Thursday, May 12, 2022 at 6:00 pm (second Thursday) at City Hall, City Council Chambers.
16. Adjournment: The meeting was adjourned at 7:57 pm.

Respectfully Submitted,



John M. Darin

Chairman,
Wyandotte Beautification Commission

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, April 21, 2022, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Pasko at 6:30 p.m.

COMMISSIONERS PRESENT: Duran, Kelly, Kowalewski, Lupo, Pasko, Rutkowski, Sarnacki, Williams

COMMISSIONERS EXCUSED: Schultz

ALSO PRESENT: Gregory J. Mayhew, City Engineer
Michelle Bennett, Planning Consultant – Via Zoom
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

All communications were received and placed on file.

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Lupo, to approve the minutes of the regular Meeting of March 17, 2022.

YEAS: DURAN, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI, WILLIAMS
NAYS: NONE ABSENT: SCHULTZ ABSTAINED: KELLY
MOTION PASSED

OLD BUSINESS:

None

NEW BUSINESS:

1. PUBLIC HEARING ##02262022: A & J Realty Ventures, LLC, Owner and Jason D'Herin, Appellant, have applied to the Planning Commission of the City of Wyandotte for special approval for a Certificate of Occupancy for an Outdoor Café at 166 Oak Street (Units 100, 200 and 300), Wyandotte, Michigan. The property is zoned CBD (Central Business District) and requires approval by the Planning Commission as per Section §190.307(S) of the City of Wyandotte's Zoning Ordinance.

MOTION BY COMMISSIONER KOWALEWSKI, supported by Commissioner Duran that the Planning Commission of the City of Wyandotte, APPROVE the request of A & J Realty Ventures, LLC, Owner and Jason D'Herin, Appellant for a Certificate of Occupancy to operate an Outdoor Café at 166 Oak (units 100, 200 and 300) based of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were no objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD), §190.307(S) of the City's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
 2. Approval by the Wyandotte City Council.
 3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
 4. Use of the outdoor café shall be allowed Subject to all of the conditions described herein, an outdoor café may be set up and used annually from January 1 through December 31 for a **TWO (2) YEAR PERIOD ONLY**. The permitted hours of operation are:
 - o Monday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Tuesday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Wednesday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Thursday 7:00 a.m. to 12:00 midnight (17 hours);
 - o Friday 7:00 a.m. to 2:00 a.m. Saturday morning (19 hours);
 - o Saturday 7:00 a.m. to 2:00 a.m. Sunday morning (19 hours); and
 - o Sunday 7:00 a.m. to 12:00 midnight (17 hours)
- In addition to the above:
- o Each day of the Wyandotte Street Art Fair 7:00 a.m. to 2:00 a.m. of the following day (19 hours);
 - o March 17 (St. Patrick's Day) 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - o New Year's Eve 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - o Wednesday immediately before Thanksgiving Day 7:00 a.m. to 2:00 a.m. of the next day (19 hours); and
 - o Thursday immediately before Traditional Easter Sunday 7:00 a.m. to 2:00 a.m. of the next day (19 hours).
5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
 6. The building exits shall not be blocked by tables and/or chairs.
 7. The requirements of the Police Department, Fire Department and the Engineering and Building Department, as noted in their communications dated March 11, 2022.
 - o Applicant to provide trash receptacles at a location and type approved by the City Engineer.
 - o Applicant responsible for snow removal for the ground level cafes.
 - o Grant of License and Hold Harmless Agreement required to be executed by Owner and Tenant.
 - o Decorative wall along the south end of the café to conceal the traffic control cabinet to start eight (8) feet from the anchor of the guidewire adjacent to 2nd Street.
 8. Occupancy shall be limited to:
 - 166 Oak Units 100 and 200: 30 Occupants
 - 166 Oak Unit 300: 30 Occupants 1st Floor and 60 Occupants 2nd Floor
 9. The Commission approved the Temporary Plan for two (2) year period. Owner/Appellant must reapply on or before April 21, 2024.

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI, WILLIAMS

NAYS: NONE ABSENT: SCHULTZ

MOTION PASSED

- 2. Public Hearing #30162022:** A.K.K.J., LLC, Owner and Yogurtown Cafe, Appellant, have applied to the Planning Commission of the City of Wyandotte for special approval for a Certificate of Occupancy for an Outdoor Café at 2958 Biddle Avenue, Wyandotte, Michigan. The property is zoned CBD (Central Business District) and requires approval by the Planning Commission as per Section §190.307(S) of the City of Wyandotte's Zoning Ordinance.

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Sarnacki, that the Planning Commission of the City of Wyandotte APPROVE the request of A.K.K.J., LLC, Owner and Yogurtown Cafe, Appellant for a Certificate of Occupancy to operate an Outdoor Café at 2958 Biddle Avenue, based on the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were no objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café on public property in the Central Business District (CBD), §190.307(S) of the City's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Approval by the Wyandotte City Council.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Use of the outdoor café shall be allowed Subject to all of the conditions described herein, an outdoor café may be set up and used annually from January 1 through December 31. The permitted hours of operation are:
 - Monday 7:00 a.m. to 12:00 midnight (17 hours);
 - Tuesday 7:00 a.m. to 12:00 midnight (17 hours);
 - Wednesday 7:00 a.m. to 12:00 midnight (17 hours);
 - Thursday 7:00 a.m. to 12:00 midnight (17 hours);
 - Friday 7:00 a.m. to 2:00 a.m. Saturday morning (19 hours);
 - Saturday 7:00 a.m. to 2:00 a.m. Sunday morning (19 hours); and
 - Sunday 7:00 a.m. to 12:00 midnight (17 hours)
 - In addition to the above:
 - Each day of the Wyandotte Street Art Fair 7:00 a.m. to 2:00 a.m. of the following day (19 hours);
 - March 17 (St. Patrick's Day) 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - New Year's Eve 7:00 a.m. to 2:00 a.m. of the next day (19 hours);
 - Wednesday immediately before Thanksgiving Day 7:00 a.m. to 2:00 a.m. of the next day (19 hours); and
 - Thursday immediately before Traditional Easter Sunday 7:00 a.m. to 2:00 a.m. of the next day (19 hours).
5. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
6. The building exits shall not be blocked by tables and/or chairs.
7. The requirements of the Police Department, Fire Department and the Engineering and Building Department, as noted in their communications dated March 18, 2022.

8. Applicant to provide trash receptacles at a location and type approved by the City Engineer.
 - o Applicant responsible for snow removal for the ground level cafes.
 - o Patio limited to applicant's frontage, unless permission is sought for use of the adjacent Biddle Avenue frontages.
 - o A black four (4) foot wrought iron fence be placed parallel to the steps where the café will be located.
 - o Grant of License and Hold Harmless Agreement required to be executed by Owner and Tenant.
9. Occupancy shall be limited to 9.

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI, WILLIAMS
NAYS: NONE ABSENT: SCHULTZ
MOTION PASSED

OTHER BUSINESS:

- Report from the Engineering and Building Department regarding noncompliance of the outdoor café at 126 Oak Street, Wyandotte.

The Commission reviewed the report from the City Engineer and heard from the property owner and the adjacent property owners regarding the issues at the property. After hearing all comments, the following resolution was offered:

MOTION BY COMMISSIONER DURAN, supported by Commissioner Lupo to refer this matter to the Department of Legal Affairs to start the procedure to revoke the Certificate of Occupancy for the outdoor café.

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI, WILLIAMS
NAYS: NONE ABSENT: SCHULTZ
MOTION PASSED

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER RUTKOWSKI, supported by Commissioner Sarnacki to approve the invoice from Beckett & Reader in the amount of \$472.50.

YEAS: DURAN, KELLY, KOWALEWSKI, LUPO, PASKO, RUTKOWSKI, SARNACKI, WILLIAMS
NAYS: NONE ABSENT: SCHULTZ
MOTION PASSED

MOTION TO ADJOURN:

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

Kelly Roberts

Kelly Roberts, Secretary

PUBLIC HEARING #02262022: A & J Realty Ventures, LLC, Owner and Jason D'Herin, Appellant, have applied to the Planning Commission of the City of Wyandotte for special approval for a Certificate of Occupancy for an Outdoor Café at 166 Oak Street (Units 100, 200 and 300), Wyandotte, Michigan.

Chairperson Pasko read the communications received from the City Engineer, Police Chief and Fire Chief into the record.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Commissioner Kowalewski asked what plan is being reviewed and added that there is a temporary and long-term plan.

Mr. D'Herin, 177 Biddle Avenue, Wyandotte, present.

Mr. D'Herin indicated that at this time they are looking for the temporary plan to be reviewed so they can open the cafes. Mr. D'Herin indicated that he is working with the DDA to reconstruct the streetscape in the area.

Commissioner Kowalewski asked what the time frame is for the temporary approval.

Mr. D'Herin indicated 24 months. Mr. D'Herin stated it is hard to get materials at this time.

Commissioner Kowalewski indicated that the 72" high screening fence blocking the utility cabinet at 2nd and Oak should be relocated eight (8) feet to the north of the anchor cable.

Mr. D'Herin indicated that is not a problem.

Commissioner Kowalewski indicated that the final plan did indicate that some trees will be removed.

Mr. D'Herin indicated that they will be placing planter boxes, but he did not think any trees would be removed.

Commissioner Kowalewski asked what type of plants will be in the planter boxes.

Mr. D'Herin indicated Zebra Grass and also indicated that they would be maintaining the boxes.

Bruce Yinger, 117 Chestnut, Wyandotte.

Mr. Yinger asked if any of the parking spots along 2nd Street were going to be removed.

Commissioner Kowalewski indicated that he did not see any reason for the parking to be removed, there is sufficient room to open a car door adjacent to the outdoor café.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Robert A. DeSana

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

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

March 11, 2022

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

**RE: Outdoor Cafés at 166 Oak, Units 100 - 300
Tacos & Tequila and The Oak Barrel**

Dear Mr. Pasko:

The undersigned has reviewed the application for the proposed outdoor cafés in the public property adjacent to 166 Oak. There are three proposed cafes as part of this submittal. The proposed outdoor cafes are located in the Central Business District. The following stipulations should be considered for your review:

- The proposed sidewalk café for Tacos and Tequila (unit 100 and 200) will be bound by decorative fence and decorative planter boxes. This café is within the 2nd Street right-of-way and measures 456 square feet. Thus, the allowable occupancy of this café is 30 occupants. The application depicts 28 seats here. Ample aisle width within the café is provided (45 inches).
- Wyandotte Zoning Ordinance Section 190.307.S requires an unobstructed clear area for pedestrian use, a minimum of sixty (60) inches wide. The wooden pole, traffic signal controller, and guy anchor on 2nd Street is a large existing feature difficult to work around. The proposed café offers pedestrians 4 feet 7 inches (55 inches) of walkable area between the traffic signal pole and the curb.
- The applicant is requesting to place a 72-inch tall decorative fence along the south end of the café to conceal the traffic control cabinet. However, this fence will limit the sight distance for eastbound Oak traffic as they look north.
- The proposed sidewalk café for The Oak Barrel (unit 300) will also be bound by decorative fence and decorative planter boxes. This café is within the Oak Street right-of-way and measures 458 square feet. This café has an allowable occupancy of 30 occupants. The application depicts 28 seats here as well. Ample aisle width within the café is provided (53 inches).
- The proposed cafés require pedestrian traffic to traverse near the existing flares of the sidewalk ramps. There is fifty-four (54) inches available for pedestrians to traverse the area without walking on the existing sidewalk flares or detectable warning surface.
- The proposed rooftop café is affiliated with The Oak Barrel (unit 300). This café is on private property, located on the second floor of the development. This cafe will be bound by glass railings. The café measures 1,317 square feet with the occupancy limit set at 60 occupants. The application depicts seating for 52 here.

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



Equal Housing Opportunity/Equal Opportunity Employer



- Each of the proposed outdoor cafes shall meet all requirements of the Fire Chief.
- Recommend applicant(s) be required to provide their own snow removal for the ground level cafes as these cafes will be used year-round.
- Recommend each of the outdoor cafes provide trash receptacles, located in the public right of way adjacent to each café, as directed by the Engineer. The applicant(s) shall be responsible for the daily emptying of the trash receptacles. The receptacles shall be of size and design as approved by the Engineer.
- The applicant(s) shall execute a grant of license and hold harmless agreement pending Council approval.

The plans do not meet the full requirements of the City of Wyandotte Zoning Ordinance. The enclosed outdoor café plans are provided for your review, consideration, and recommendation to Council.

If you have any questions please contact the undersigned at (734) 324 – 4554.

Sincerely,



Gregory J. Mayhew

City Engineer

Enclosures: Café Plans; Sample Furniture; Screen Wall Depiction; Ramp Encroachment Grant of License and Hold Harmless Agreement

OFFICIALS

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Theodore H. Galeski



BRIAN ZALEWSKI
CHIEF OF POLICE

MAYOR
Robert A. DeSana

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

March 17th, 2022

TO: Kelly Roberts, Development Coordinator

FROM: Brian Zalewski, Chief of Police

SUBJECT: OUTDOOR CAFÉ REQUEST – 166 Oak, Units 100-400 (revised application)
The W Restaurant, The Oak Barrel, Chepe's Tacos & Tequila

I have no objections to the revised proposal for the outdoor service areas as illustrated on the engineering drawings submitted by the applicant 166 Oak, Units 100-400, with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire Department, Engineering Departments, Planning Commission, and City of Wyandotte Zoning Ordinance.
- I presume that the applicant intends to make application to the Michigan Liquor Control Commission (MLCC) for the serving of alcoholic beverages on the described outdoor areas. If they intend to serve in their outdoor areas, approval will be required from the LCC for an outdoor café.
- If approved for serving alcoholic beverages outside, it must be contained in a well-defined and clearly marked area outside of the licensed premises.

If you need any further assistance please do not hesitate to contact me at your convenience.

Brian Zalewski
Chief of Police

Plan, Fire Alarm, and Fire Suppression Review

Wyandotte Fire Department

Submitted By: Thomas Lyon

Date/Time Submitted: Mar 16, 2022 at 14:46

Internal Form only

General Information

Date: Mar 16, 2022 *

Address: 166 Oak Café sidewalk and rooftop *

Additional Information: Outdoor Café and rooftop plan review.

Type of System: Fire Alarm
Fire Suppression
Commercial Cooking
Other

Fire Department

Plan Review: Approved
Not Approved
Partially Approved

Comments: Rooftop fire safety plan provided on ES102. Outdoor plans provided from café application.

IFC 2015 section 105.4.4 Approved Documents, Construction documents approved by the fire code official are approved with the intent that such construction documents comply in all respects with this code. Review and approval by the fire code official shall not relieve the applicant of the responsibility of compliance with this code.

Completed By:

Other Required Plan Review/Permits

Electrical

Electrical Plan Review / Permit Required: Yes
No

Electrical Plan Review Completed:

Plumbing / Mechanical

Plumbing / Mechanical Plan Review / Permit Required: Yes
No

Plumbing / Mechanical Plan Review Completed:

Permit Fees

Total:

Total:

Two (2) communications were received regarding this request.

PUBLIC HEARING #03162022: A.K.K.J., LLC, Owner and Yogurtown Cafe, Appellant, have applied to the Planning Commission of the City of Wyandotte for special approval for a Certificate of Occupancy for an Outdoor Café at 2958 Biddle Avenue, Wyandotte, Michigan.

Chairperson Pasko read the communications received from the City Engineer, Police Chief and Fire Chief into the record.

Chairperson Pasko opened the public hearing and asked if there was anyone who wished to speak at this hearing.

Ali Manfouz, 2958 Biddle Avenue, Owner of Yogurtown Café.

Mr. Manfouz asked about supplying the trash cans for the café.

Mr. Mayhew indicated this is a new requirement for outdoor cafes since they generally produce a lot more trash, the property owner needs to supply additional trash receptables.

Mr. Manfouz indicated that it is not a problem, he will supply an additional receptable.

Chairperson Pasko asked if Mr. Manfouz had permission from Nanna's to place tables and chairs in front of their business.

Mr. Manfouz indicated that at this time he does not have approval from them but he will obtain it and submit it to the City.

Chairperson Pasko explained to Mr. Manfouz that without the approval from Nanna's it will limit how many tables he can put out.

Mr. Manfouz indicated that he would secure approval from Nanna's.

Mr. Manfouz indicated that he did not understand why he needs a fence.

Commissioner Kowalewski indicated that there could be a liability issue if someone slipped and fell or a chair fell down the step. Commissioner Kowalewski further indicated that a fence would stop that from happening.

Mr. Manfouz indicted the fence could be costly.

Commissioner Kowalewski indicated that he feels a fence should be installed.

Mr. Manfouz indicated that he had an outdoor café down the street and a fence was not required and they had no issues.

Commissioner Kelly asked if the rental dwelling on the 2nd floor had an additional entrance to the apartments.

Mr. Manfouz indicated that they did in the rear.

Chairperson Pasko asked if there are any other comments, there being none the hearing was closed.

No communications were received regarding this request.

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Robert A. DeSana

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

GREGORY J. MAYHEW, P.E.
CITY ENGINEER

March 18, 2022

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

**RE: Outdoor Café at 2958 Biddle
Yogurtown**

Dear Mr. Pasko:

The undersigned has reviewed the application for the proposed outdoor café in the public property in front of 2958 Biddle. The proposed outdoor café is located in the Central Business District. The proposed café will be on public sidewalk. The following stipulations should be considered for your review:

- The proposed sidewalk café allows for 72 inches of unobstructed sidewalk for pedestrian use (not 75 inches as indicated on the plan).
- The patio is limited to the applicant's frontage. Use of the sidewalk adjacent to a neighboring business's frontage should be denied without written consent (Nanna's Kitchen to the south and Total Health Foods to the north). Some of the existing frontage is also not suitable for tables and chairs because of the existing concrete steps – which are not depicted on the provided plan. Therefore, the available area is 138 square feet. The building code allows for nine (9) occupants for this area. The applicant is seeking an occupancy of twelve (12).
- The proposed outdoor cafe shall meet all requirements of the Fire Chief.
- Recommend small tables be utilized or limit the seating to nine (9) with no chair near the stepped area close to Biddle.
- Recommend the outdoor cafe provide a trash receptacle, located in the public right of way adjacent to the café, as directed by the Engineer. The applicant shall be responsible for the daily emptying of the trash receptacle. The receptacle shall be of size and design as approved by the Engineer.
- The applicant shall execute a grant of license and hold harmless agreement pending Council approval.



The plans meet the requirements of the City of Wyandotte Zoning Ordinance. The enclosed outdoor café plan is provided for your review, consideration, and recommendation to Council.

If you have any questions please contact the undersigned at (734) 324 – 4554.

Sincerely,

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

Gregory J. Mayhew
City Engineer

Enclosures: Cafe Plan; Sample Furniture; Picture of Frontage

OFFICIALS

CITY CLERK

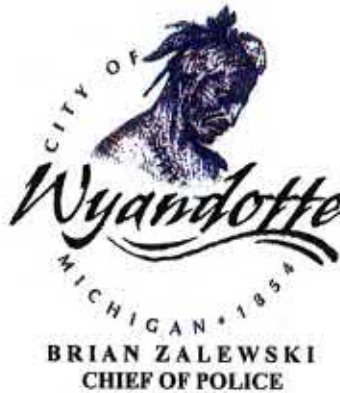
Lawrence S. Stec

TREASURER

Todd M. Browning

CITY ASSESSOR

Theodore H. Galeski



MAYOR
Robert A. DeSana

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

TO: Kelly Roberts, Development Coordinator

DATE: April 14th, 2022

FROM: Brian Zalewski, Chief of Police

SUBJECT: OUTDOOR CAFÉ REQUEST – Yogurt Town Café, 2958 Biddle Ave.

I have no objections to the proposal for the outdoor service area as illustrated on the drawings submitted by the applicant for Yogurt Town Café, 2958 Biddle Ave., with the following conditions:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.

If you have any questions please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read 'Brian Zalewski'. Below the signature, the name 'Brian Zalewski' and title 'Chief of Police' are printed.

Brian Zalewski
Chief of Police

Kelly Roberts

From: Thomas Lyon
Sent: Wednesday, March 23, 2022 12:39 PM
To: Kelly Roberts; Brian Zalewski
Subject: Re: 2958 Biddle Outdoor Cafe

Good afternoon Kelly,

The fire department has no issues with the attached plan.

Tom Lyon
Assistant Fire Chief
City of Wyandotte
734-324-7254



From: Kelly Roberts <kroberts@wyandottemi.gov>
Sent: Wednesday, March 23, 2022 10:34 AM
To: Thomas Lyon <tlyon@wyandottemi.gov>; Brian Zalewski <bzalewski@wyandottemi.gov>
Subject: 2958 Biddle Outdoor Cafe

Chiefs:

Attached please find a new application for an outdoor café at 2958 Biddle Avenue. Please review and return your comments to me by April 7, 2022.

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

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
April 12, 2022

ROLL CALL

Present: Commissioner Doug Melzer
Commissioner John Harris
Commissioner Bobie Heck
Chief Brian Zalewski

Absent: None

Others Present: Laura Allen (Recording Secretary)

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:19 p.m.

The Minutes from the regular Police Commission meeting on March 8, 2022 were presented.

Harris moved, Heck seconded,
CARRIED, to approve the regular minutes of March 8, 2022, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – March 2022, Year to Date

The police statistics are pretty consistent from previous months and compared to the previous year.

Harris moved, Heck seconded,
CARRIED, to receive the March 2022 and Year-To-Date Police statistics and place on file.

2. Citizen Evaluation of Services

This particular citizen responded to services Officer Haskin supplied relating to an identity theft report. The citizen was very pleased and gave Officer Haskin a good evaluation.

Harris moved, Heck seconded,
CARRIED, to receive the citizen evaluation and place on file.

3. Purchase of Police Patrol Vehicles

Chief Zalewski would like to purchase two 2022 Tahoes from Berger Chevrolet which holds the state contract for MI Deal.

If approved, we should be able to receive them shortly.

The vehicles will require all new emergency equipment to be installed from bumper to bumper.

The two vehicles that the new vehicles would replace would go to the new School Resource Officers.

Harris moved, Heck seconded,
CARRIED, to approve the purchase of two new 2022 Tahoes as Chief Zalewski presented.

4. Purchase of Citation Printers for Marked Police Patrol Fleet

Chief Zalewski would like to purchase 20 new printers for the patrol vehicles to print citations. The current printers are not compatible with the new Tyler software.

Herkimer would install the new printers and probably just charge us for the labor to install.

There are available funds in the Civil Reimbursement Fund to pay for this purchase.

Harris moved, Heck seconded,
CARRIED, to approve the purchase of 20 new printers as Chief Zalewski presented.

5. Bills and Accounts – March 22, 2022, \$30,812.37, April 12, 2022, \$15,364.12

Heck moved, Harris seconded
A Roll Call was held and the Motion CARRIED,
to approve payment of the bills for March 22, 2022, \$30,812.37, April 12, 2022, \$15,364.12

NEW BUSINESS

- 1. Traffic Control Order 2022-1** – The Department received a request for the installation of Handicap Parking signs at 842 Chestnut. Officer Haskin reviewed the request and determined it met all of the necessary qualifications. Therefore, Chief Zalewski is recommending we proceed with the installation process.

Harris moved, Heck seconded,
CARRIED, to approve the installation of Handicap Signs at 842 Chestnut.

- 2. SRO – School Resource Officers** – There will be one Detective assigned and one Patrol Officer assigned to the schools. One will be assigned to the high school and one to the middle school. They will both address any problems at the elementary schools.
- 3. Staffing** – As we allocate two officers to the schools, we will hire additional officers. In fact, we have already hired Officer Austin Sloan who is currently going through our FTO

Program. Mr. Kevin Koberg will join our staff after he graduates from the academy next month. And, Mr. Adam Groat will join our staff after completion of the academy in the fall.

4. **Officer Alex Stathakis** – He was recently involved in a head on collision with an intoxicated suspect. The suspect was immediately taken into custody, and we are happy to report Officer Stathakis is doing well.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:50 p.m.

Harris moved, Heck seconded,
CARRIED, to adjourn meeting at 6:50 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department