

**AGENDA**  
REGULAR SESSION  
MONDAY, OCTOBER 19, 2015 7: 00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE KEVIN VANBOXELL

**ROLL CALL**

**PRESENTATION**

USPS Retail Services Relocation – Greg Shelton, Real Estate Specialist-Facilities Implementation USPS

**COMMUNICATIONS MISCELLANEOUS**

1. Daughters of the American Revolution Proclamation
  
2. Leaf Collection Schedule Reminder - Corki Benson, Garfield Neighbors United
  
3. Request to use city lot at Eureka & 14<sup>th</sup> – Marine Corp League Downriver Detachment

**PERSONS IN THE AUDIENCE**

**NEW BUSINESS (ELECTED OFFICIALS)**

**COMMUNICATION FROM CITY AND OTHE OFFICIALS**

4. Traffic Control Order – 665 Forest St.
  
5. Financial Analysis - Animal Control Services
  - A. DCACA Withdrawal Resolution – Councilperson Galeski
  
6. Purchase of Administrative Vehicle - Fire Department
  
7. City Purchase of Vacant Lot - 146 Spruce
  
8. Set Show Cause Hearing - 122 Clinton

9. Set Show Cause Hearing – 1866 Lindbergh

10. DCA Contract Report from City Assessor (documentation forthcoming)

**REPORTS & MINUTES**

Daily Cash Receipts

October 8, 2015 & October 15, 2015

Building Code Board of Appeals

October 5, 2015

Fire Commission

September 8, 2015

**CITIZENS PARTICIPATION**

**HEARINGS**

**SHOW CAUSE HEARING**

OPPORTUNITY TO SHOW CAUSE

WHY THE STRUCTURE AT 2250 7<sup>th</sup> STREET SHOULD NOT BE REMOVED  
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE

NOTE: Communication from Joe DiSanto regarding purchase of 2250 7<sup>th</sup> St. property

**SHOW CAUSE HEARING**

OPPORTUNITY TO SHOW CAUSE

WHY THE FOUNDATION AT OAK & 2<sup>ND</sup> STREETS (S.W. CORNER)  
SHOULD NOT BE REMOVED  
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE

NOTE: Hold in abeyance until December 7, 2015 per Planning Commission (documentation forthcoming)

**ALLEY VACATION**

THE 31.14 FEET OF THE EIGHTEEN (18) FOOT WIDE PUBLIC ALLEY NORTH  
AND ADJACENT TO LOT 86, HUDSON'S SUBDIVISION,  
AS RECORDED IN LIBER 22, PAGE 23 OF PLATS, WAYNE COUNTY RECORDS

**CITY OF WYANDOTTE**  
**REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, October 5, 2015, and was called to order at 7:00pm, Honorable Leonard T. Sabuda presiding.

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

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Present: Councilpersons Fricke, Galeski, Schultz and VanBoxell

Absent: Councilperson Miciura and Mayor Peterson

Also Present: Thomas Woodruff, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk.

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**COMMUNICATIONS MISCELLANEOUS**

**AGENDA ITEM #1**

Communication from the Knights of Columbus requesting approval for MDA Tootsie Roll Drive

**LATE ITEM**

Communication from Polish Army Veterans Association of America requesting recognition of Pulaski Day on Sunday, October 11, 2015.

**PERSONS IN THE AUDIENCE**

Tom Pillar, 2397 23<sup>rd</sup> St., regarding trolley repairs and costs associated with said repairs. City Engineer and Councilperson Sabuda reassured Mr. Pillar that reports are forthcoming. Mr. Pillar also asked questions in regards to cable outages. Councilman Sabuda requested that Steve Timcoe from Municipal Services Cable be at the City Council meeting on 10/12/2015 to discuss cable outages.

Honorable State Representative, Paul Clemente, addressed Mayor and Council on the following issues: Fort Street crosswalks, MDOT, revenue sharing, increase in student aid, and road funding. Representative Clemente responded to questions/concerns from Mayor and Council on the following issues: Road repair, fireworks complaints, railroad crossing disrepair, re-assessment funding, school aid funding, veterans funding, DCACA withdrawal costs/impact.

**NEW BUSINESS (ELECTED OFFICIALS)**

Discussion regarding assessing contract

**COMMUNICATIONS FROM CITY AND OTHER OFFICIALS**

**AGENDA ITEM #2**

Communication from Director of Museums & Cultural Affairs, Jody Egen, and City Engineer, Mark Kowalewski, regarding the award of bid for Burns Residence Exterior Painting

**AGENDA ITEM #3**

Communication from City Engineer, Mark Kowlewski, regarding the approval of the 2015 leaf collection schedule

**REPORTS AND MINUTES**

Daily Cash Receipts

September 30, 2015

**CITIZEN PARTICIPATION:****RECESS****RECONVENE****ROLL CALL**


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Present: Councilpersons Fricke, Galeski, Schultz, VanBoxell and Mayor Pro Tem Sabuda

Absent: Councilperson Miciura and Mayor Peterson

Also Present: Thomas Woodruff, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence S. Stec, City Clerk.

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**HEARINGS:****SHOW CAUSE HEARING****OPPORTUNITY TO SHOW CAUSE**

**WHY THE STRUCTURE AT 2136 BAUMEY SHOULD NOT BE REMOVED  
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE  
HEARING NOT REQUIRED – BUILDING HAS BEEN DEMOLISHED BY OWNER**

**SHOW CAUSE HEARING****OPPORTUNITY TO SHOW CAUSE**

**WHY THE STRUCTURE AT 2032 3<sup>rd</sup> STREET SHOULD NOT BE REMOVED  
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE**

**RESOLUTIONS**

By Councilperson Schultz, supported by Councilperson VanBoxell  
RESOLVED that the minutes of the meeting held under the date of September 28, 2015, be approved, with the following correction: Resolution by Councilman Galeski, and supported by Councilperson Miciura that the city review the agreement for the DCAC with Wyandotte's possible withdrawal be TABLED until October 19, 2015.

By Councilperson Schultz, supported by Councilperson VanBoxell  
BE IT RESOLVED that Council approves the request from David Kowalsky, Grand Knight, Knights of Columbus, Council #13607 to solicit donation, on behalf of MDA in the form of a Tootsie Roll Drive AND  
BE IT FURTHER RESOLVED that said solicitation will occur on the corner of Biddle and Eureka on Friday, October 9, 2015 and Saturday, October 10, 2015 from 12:00 noon to 6:00 p.m., provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

Motion unanimously carried.

By Councilperson Schultz, supported by Councilperson VanBoxell  
 BE IT RESOLVED that Council concurs with the Wyandotte City Engineer to award the painting of the Burns Residence to Perfection Plus Painting, Brownstown, MI, in the amount of \$16,000, from account #101.000.257.250.071.  
 BE IT FURTHER RESOLVED that the Mayor and City Clerk execute a contract per bid specifications.  
 Motion unanimously carried.

By Councilperson Schultz, supported by Councilperson VanBoxell  
 RESOLVED that Council authorizes the City Clerk to publish 2015 Leaf Collection Schedule in the Wyandotte New Herald; AND  
 BE IT FURTHER RESOLVED that the City requests residents to avoid parking on the streets during their weeks of leaf collection.

CITY OF WYANDOTIE  
 2015 LEAF COLLECTION SCHEDULE

WEEKS	AREA
October 26 - 30, 2015	4 North Side Oak Street to North Drive, Railroad to Detroit River
November 2 - 7, 2015	5 North side of Ford Avenue to North Drive, Railroad to East side of 15th Street
November 9 -13, 2015	1 West side of 15 <sup>th</sup> Street to Fort Street; Goddard to north side of Ford Avenue; South side of Oak Street to North side of Grove; Detroit River to the Railroad
November 16 - 20, 2015	2 South side of Ford Avenue to North side of Eureka, Railroad to 15th Street; South side of Ford Avenue to north side of Oak 15th Street to Fort Street
November 23 - 27, 2015	3 Pennsylvania to South Side of Eureka, Railroad to 15 <sup>th</sup> Street; South side of Oak Street to Pennsylvania, 15th Street to Fort Street, South side of Grove to Central, Biddle Avenue to Railroad

Motion unanimously carried.

By Councilperson Schultz, supported by Councilperson VanBoxell  
 RESOLVED that the Mayor and Council approve and recognize Pulaski Day, held by the Polish Army Veterans Association of America, Post 95, on Sunday, October 11, 2015 at Pulaski Park.  
 AND  
 BE IT FURTHER RESOLVED that police escort will be provided for the procession from Our Lady of the Scapular Parish to Pulaski Park at 1:00 p.m. and the city will provide electrical service for the event AND  
 FURTHER RESOLVED that the Fire Department, Police Department, Department of Public Service, and the Wyandotte Recreation, Leisure & Culture Department be notified.  
 Motion unanimously carried.

By Councilperson Schultz, supported by Councilperson VanBoxell  
 RESOLVED that a hearing was held on the 5<sup>th</sup> of October, 2015, where all parties were given an opportunity to show cause, if any they had, why the structure at 2032 3<sup>rd</sup> Street, Wyandotte, should not be demolished or otherwise made safe, AND

BE IT RESOLVED that the Council considered the communications dated June 22, 2015, January 6, 2015, September 5, 2014, May 27, 2014, May 23, 2014, Show Cause Hearing Minutes from June 27, 2015, and inspection report dated May 23, 2014, and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 2032 3<sup>rd</sup> Street, Wyandotte, should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien.

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

BE IT FURTHER RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property. Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Galeski

RESOLVED by the City Council that the City Assessor is directed to provide a written report to the City Council for the council meeting on October 19, 2015, regarding the status of the contract with DCA which expired on October 1, 2015, and what steps have been taken on this matter by the City Assessor.

Motion unanimously carried.

By Councilperson Schultz, supported by Councilperson VanBoxell

RESOLVED that the total bills and accounts of \$6,481,698.10 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

By Councilperson Schultz, supported by Councilperson VanBoxell

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:47 p.m.

Motion unanimously carried.

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**Lawrence S. Stec, City Clerk**

# Presentation



September 18, 2015

The Honorable Mayor and Council  
Wyandotte City Hall  
Council Chambers  
3200 Biddle Ave, Suite 300  
Wyandotte, MI 48192

RE: Wyandotte, MI Post Office ("Post Office") located at 166 Oak St

Dear Mayor Joseph R. Peterson:

The United States Postal Service is considering relocating the retail services currently provided at the above referenced Post Office to a yet to-be-determined location as close as reasonably possible to the existing location.

The Postal Service is relocating because our lease has expired occupying on a month to month basis. Despite significant cost reductions, the Postal Service continues to experience a net loss as mail volume continues to decline because of increased electronic communication. As a self-supporting government establishment that receives no tax dollars for its operating expenses, the Postal Service must rely on the sale of postage, products and services to generate revenue.

The "relocation project" will consist of procuring a suitable substitute location, preparing the new location for use as a post office and then transitioning the retail services to the new location. The Postal Service would continue retail services in the current Post Office until the new post office is up and running. The Postal Service tentatively has identified the area as the city limits of Wyandotte for the potential new location.

In undertaking this project, the Postal Service will complete a process set out in 39 CFR 241.4 for soliciting and considering input from the community and local officials. As we are at the beginning of the process, I am offering to discuss the project with you. In our discussion, I would address the need for relocation, outline the proposal that is under consideration, explain our process for soliciting and considering input from the affected community, and ask for input from you and other local officials regarding the proposal. If you would like to discuss the project, please contact me by September 30, 2015. My contact information is below.

We will send an initial news release outlining the proposal to one or more news media serving the community and post a copy of the information in the public lobby of the Post Office.

Additionally, I will be requesting that you place a Postal Service presentation of the proposal on the regular agenda on one of the scheduled public meeting in October. At least 15 days prior to the meeting, the Postal Service will advertise the date, time, and location of the public meeting in a local news medium and post in the Post Office's public lobby a notice of the date, time, and location of the public meeting.

At the public meeting, the Postal Service will identify the need, identify the tentative decision to relocate retail services, outline the proposal to meet the need for relocation, invite questions, solicit

Put  
on  
AGENDA  
OCT. 19  
2015  
MEETING

The Honorable Mayor and Council  
September 18, 2015  
RE: Post Office Located at 166 Oak St  
Page 2 of 2

written input on the proposal, and provide an address to which the community and local officials may send written appeals of the tentative decision and comments on the proposal for a period of 30 days following the public meeting.

Because the proposal concerns relocation, we also will: (1) discuss the reasons for relocating; (2) identify the site or area, or both, to which the Postal Service anticipates relocating the retail services; and (3) describe the anticipated size of the retail service facility for the relocated retail services, and the anticipated services to be offered at the new location. The Postal Service may identify more than one potential relocation site and/or area, for example, when the Postal Service has not selected among competing sites.

After the 30-day comment and appeal period, the Postal Service will consider the comments and appeals received that identify reasons why the Postal Service's tentative decision and proposal is, or is not, the optimal solution for the identified need. Following that consideration, the Postal Service will make a final decision to proceed with, modify, or cancel the proposal. The Postal Service then will inform you in writing of its final decision, send an initial news release announcing the final decision to local news media and post a copy of the information in the public lobby of the Post Office. The Postal Service then will implement the final decision.

If the Postal Service decides to use a site or area that it did not identify at the public meeting, then our regulation generally requires the Postal Service to return to the public meeting stage of the process to make a new presentation regarding the new site or area.

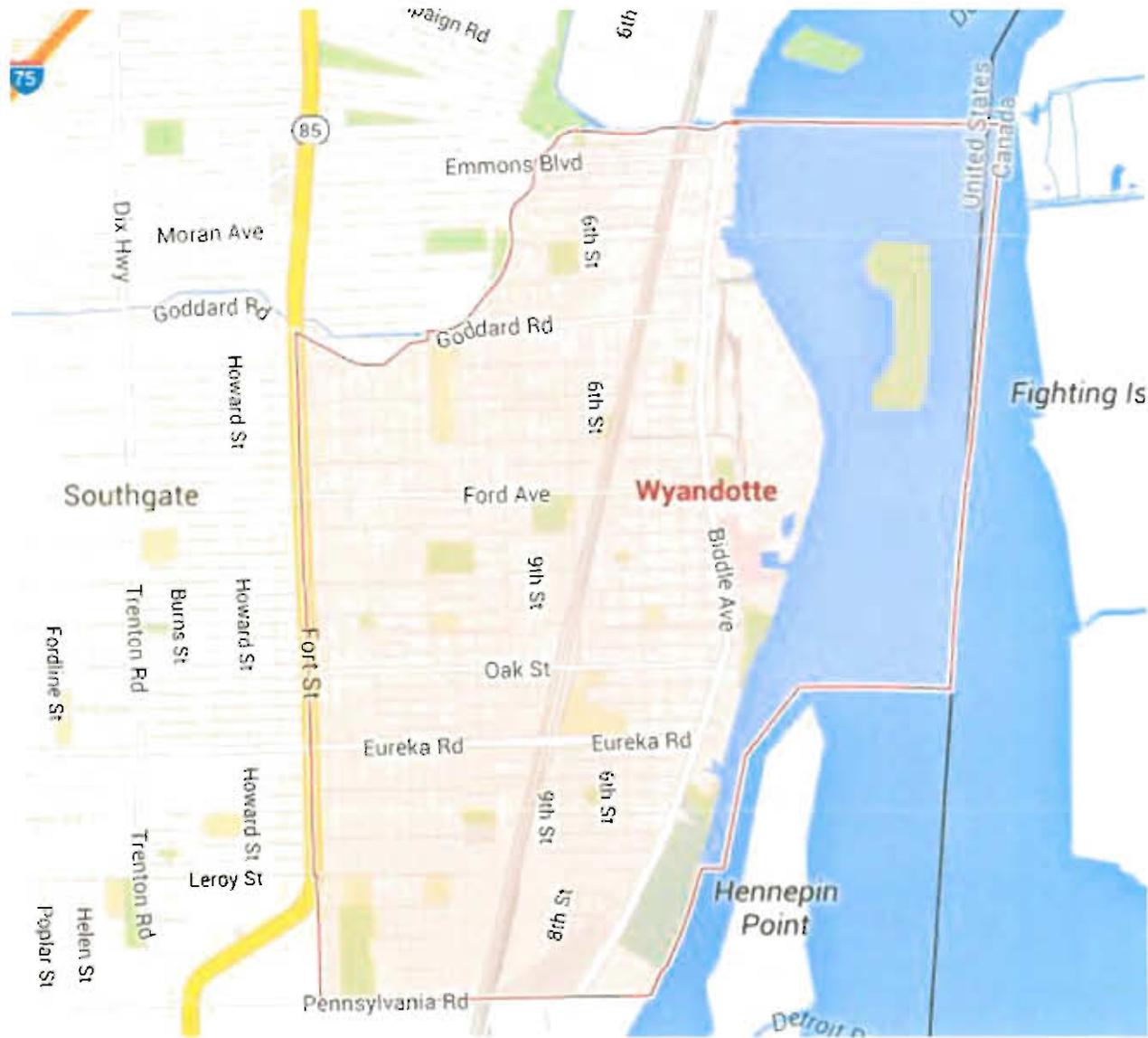
We look forward to working with you and your staff as this project develops.

Sincerely,



Greg Shelton  
Real Estate Specialist-Facilities Implementation  
Western Team (WA,OR,N. ID, MT, ND, SD, W. MN, AK)  
United States Postal Service  
7500 E 53<sup>rd</sup> Place, Room 1108  
Denver, CO 80266  
Phone 303-853-6633

# Wyandotte, MI City Limits



# WYANDOTTE, MI ALTERNATE QUARTERS - AVAILABILITIES MAP

Click on Tools to convert PDF.



- ★ 166 Oak Street
- ① 3001 Biddle Ave
- ② 3138 Biddle Ave
- ③ 229 Eureka Rd
- ④ 364 Eureka Rd

## POTENTIAL RELOCATION OF WYANDOTTE, MI POST OFFICE

Thank you very much for attending this presentation of the Postal Service's potential project for relocating the retail services from the Wyandotte, MI Post Office located at 166 Oak St. Please retain this handout because it contains important information about the project and the process for community input.

**What is this meeting about?** The United States Postal Service is considering relocating the retail services currently provided at the above referenced Post Office to a yet-to-be-determined location as close as reasonably possible to the existing location.

**Why does the Postal Service need to consider relocating the Post Office?** The Postal Service is considering relocation because the Post Office is on a month-to-month lease and we need to downsize from 14,254 Interior SF to 1,582 Interior SF.

**What is the new location for the Post Office?** The Postal Service has not made a final decision on the location. The Postal Service tentatively has identified an area of the city limits of Wyandotte for the potential new location.

**What is the relocation project?** The "relocation project" will consist of procuring a suitable substitute location, preparing it for use as a post office and then transitioning the retail services to the new location. The Postal Service would continue retail services in the current Post Office until the new post office is up and running. If the current landlord request to terminate the current lease, then the Postal Service will make other arrangements and will notify the Public of what those arrangements will be. In undertaking this project, the Postal Service will complete a process set out in its regulation (39 CFR 241.4) for soliciting and considering input from the community and local officials.

**What will be discussed at this meeting?** The Postal Service will:

- identify the need for relocation,
- discuss the reasons for relocating
- identify the tentative decision to relocate retail services,
- identify the site or area, or both, to which the Postal Service anticipates relocating the retail services
- describe the anticipated size of the retail service facility for the relocated retail services, and the anticipated services to be offered at the new location
- outline the proposal to meet the need,
- invite questions, and
- solicit written input on the proposal.

## POTENTIAL RELOCATION OF WYANDOTTE, MI POST OFFICE

**How do I provide input?** All input from the community and officials should be sent to this address:

United State Postal Service  
Attn: Greg Shelton-Wyandotte, MI  
7500 East 53<sup>rd</sup> Place, Room 1108  
Denver, CO 80266-9918

**What is the deadline for giving input?** The Postal Service will consider all written comments received at the above address within 30 days following this public meeting.

**What happens next?** After the 30-day period, the Postal Service will consider the comments and appeals received that identify reasons why the Postal Service's tentative decision and proposal is, or is not, the optimal solution for the identified need. Following that consideration, the Postal Service will make a final decision to proceed with, modify, or cancel the proposal. The Postal Service then will inform local officials in writing of its final decision, send an initial news release announcing the final decision to local news media and post a copy of the information in the public lobby of the Post Office. The Postal Service then will implement the final decision.

**What happens if the Postal Service decides to go to a different location?** If the Postal Service decides to use a site or area that it did not identify at the public meeting, then our regulation generally requires the Postal Service to return to the public meeting stage of the process to make a new presentation regarding the new site or area.



**Solicitation for Proposals  
Existing Space**



## Solicitation for Proposals Existing Space

Facility Name/Location: Wyandotte, MI

Beginning Date: October 19, 2015

Closing Date: October 30, 2015

Preferred Area: City Limits

1. The successful offeror must comply with all applicable federal, state, and municipal laws, codes, and regulations, including those of the state and local highway departments.
2. USPS reserves the right: to negotiate with any or all offerors for better terms, clarification of any conditions, modifications, or any other changes deemed necessary; to secure offers on properties other than those offered in response to this solicitation; to consider proposals or modifications to a proposal received after the date specified for receipt of proposals provided it is received before award and consideration of the proposal is determined by the Contracting Officer to be in the best interest of the U.S. Postal Service; and/or to reject any and all offers.
3. Properties offered will be evaluated on the basis of such factors as: community input, location, cost, accessibility to customers and transportation networks, availability of utilities, soil conditions, environmental conditions, topographic features, etc., and other factors affecting development and use. These factors are not listed in order of importance.
4. In responding to this solicitation, while USPS solicitation forms may be printed or photocopied for these purposes, no other means of reproduction is acceptable. Offers containing documents not in compliance with the above (for example, "new" USPS documents edited or altered on an offeror's computer system) will be rejected and returned to the offeror.
5. Additional information and materials may be obtained by contacting the party shown in Paragraph 6.
6. Proposals should be submitted to:  
Greg Shelton, Real Estate Specialist  
Facilities Implementation Team  
7500 East 53<sup>rd</sup> Place Rook 1108  
Denver, CO 80266-9918  
Telephone: 303-853-6633  
Email: [Gregory.L.Shelton2@usps.gov](mailto:Gregory.L.Shelton2@usps.gov)
7. All costs incurred by the Offeror in preparing its proposal, including but not limited to the site preparation costs, are the responsibility of the offeror, not the U.S. Postal Service (USPS), and will not be reimbursed.
8. Offerors must own or control the property, and provide evidence of same. If the offer is submitted by an agent for the offeror, evidence of that agent's exclusive authority must accompany the offer.
9. The successful offeror may be invited to perform renovations to the space; if so, payment and performance bonds may be required.

10. Offers should reflect an "as is" condition and be submitted on a U.S. Postal Service (USPS) standard Lease and shall provide a minimum of forty-five (45) days for acceptance of the offer. In addition, the following information is required: Offeror's daytime and evening telephone numbers; a plot plan showing land location and dimensions, location of buildings thereon, driveways and parking areas, abutting streets and alleys, and widths thereof; together with a floor plan of the interior space offered showing dimensions; photographs, if available. A copy of the legal description and deed should be provided. The Postal Service will consider letter proposals; however, the selected space will be contracted for using a USPS Lease Agreement.
11. The property offered must be properly zoned to permit use for a postal facility or must be capable of being rezoned for such use. The offeror must include with the proposal a copy of applicable building and/or land restrictions that would in any way affect the intended use of the property. The successful offeror will be responsible for all action necessary to obtain zoning prior to leasing or selling to USPS. Any Notice of Intent to Lease issued by the Postal Service will contain a deadline by which the zoning approval process must be completed. If the successful offeror has not obtained all required zoning approvals by this deadline, the Postal Service, in its sole discretion, may elect to rescind said notice.

## **INSTRUCTIONS:**

The following instructions have been designed as an aid in the preparation of proposals.

- ✓ Page 1, First Paragraph: Insert deed holder/property owners' name (must match W-9 information)
- ✓ Page 1, Paragraph 1: Provide building and site information (square footages, etc.) clearly identifying exclusive and non-exclusive joint-use areas.
- ✓ Page 1, Paragraph 2: Lease Agreement should depict a base lease term of 5 years, lease term to commence upon completion and acceptance of the improvements/building. Additionally, there should be two five year renewal options proposed in addition to the 5 year base lease term.
- ✓ Page 1 Paragraph 3: Insert amount of proposed annual rent for the basic base term of the lease including the proposed rental rate based on an annual per square foot basis. Additionally, name and address as to where rental payments should be made. Note: Postal Service does provide direct deposit; however, the first rental payment will be in the form of a check followed by subsequent months being direct deposit. (Completion and submittal of Direct Deposit Form required.)
- ✓ Page 2, Paragraph 4: Insert the amount of rental on an annual basis for all options.
- ✓ Page 2, Paragraph 7: Provide legal description and common address of proposed property and attach copy of recorded deed.
- ✓ Page 3: Use the appropriate signature page (Individual, Corporation, Partnership, etc); insert the date that you are executing the agreement; print your name, title, company name, if applicable; tax identification or social security number; complete address; telephone number(s), including area code; FAX number; and e-mail address.
- ✓ Attachments: Copy of recorded deed, survey or property (if available), photographs of building (interior and exterior), building floor plan or dimensions of offered space.

If the property submitted for consideration is on private well and septic, the lease would be amended accordingly. The Landlord would remain responsible for maintenance of these systems during the lease term and any available renewal option.

**OFFERORS ARE ENCOURAGED TO SUBMIT THEIR PROPOSAL BY ONE OF THE DELIVERY METHODS OFFERED BY THE U.S. POSTAL SERVICE (Express Mail, Priority Mail, or First Class Mail).**



# Transaction Screen Questionnaire

Proposed Action or Project:

Site Size:

Proposed Building Size:

Address (No., Street, City, State, ZIP + 4)

**Answer the Questions Below to the Best of Your Knowledge.**

Owner/Occupant Inquiry and Site Visit Observation	Information Source	Response		
		Yes	No	Unk
1a. Is the property used for industrial purposes? Specify: _____	Owner/Occupants			
	Observation			
1b. Is any adjoining property used for industrial purposes? Specify: _____	Owner/Occupants			
	Observation			
2a. Did you observe evidence or do you have any prior knowledge that the property has been used for industrial purposes in the past? Specify: _____	Owner/Occupants			
	Observation			
2b. Did you observe evidence or do you have any prior knowledge that any adjoining property has been used for industrial purposes in the past? Specify: _____	Owner/Occupants			
	Observation			
3a. Is the property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, or landfill or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Owner/Occupants			
	Observation			
3b. Is any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, or landfill or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Owner/Occupants			
	Observation			
4a. Did you observe evidence or do you have any prior knowledge that the property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Owner/Occupants			
	Observation			
4b. Did you observe evidence or do you have any prior knowledge that any adjoining property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Owner/Occupants			
	Observation			
5a. Are any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate currently stored on or used at the property or at the facility?	Owner/Occupants			
	Observation			
5b. Did you observe evidence or do you have any prior knowledge that any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate have previously been stored on or used at the property or at the facility?	Owner/Occupants			
	Observation			
6a. Are any industrial drums (typically, 55 gallons) or sacks of chemicals currently located on the property or at the facility?	Owner/Occupants			
	Observation			
6b. Did you observe evidence or do you have any prior knowledge that any industrial drums (typically, 55 gallons) or sacks of chemicals have previously been located on the property or at the facility?	Owner/Occupants			
	Observation			

Owner/Occupant Inquiry and Site Visit Observation (Continued)	Information Source	Response		
		Yes	No	Unk
7a. Did you observe evidence or do you have any prior knowledge that fill dirt that originated from a contaminated site has been brought onto the property?	Owner/Occupants Observation			
7b. Did you observe evidence or do you have any prior knowledge that fill dirt that is of an unknown origin has been brought onto the property?	Owner/Occupants Observation			
8a. Are any pits, ponds, or lagoons in connection with waste treatment or waste disposal currently located on the property?	Owner/Occupants Observation			
8b. Did you observe evidence or do you have any prior knowledge that any pits, ponds, or lagoons in connection with waste treatment or waste disposal have previously been located on the property?	Owner/Occupants Observation			
9a. Is any stained soil currently on the property?	Owner/Occupants Observation			
9b. Did you observe evidence or do you have any prior knowledge that any stained soil has previously been on the property?	Owner/Occupants Observation			
10a. Are any registered or unregistered storage tanks (aboveground or underground) currently located on the property?	Owner/Occupants Observation			
10b. Did you observe evidence or do you have any prior knowledge that any registered or unregistered storage tanks (aboveground or underground) have previously been located on the property?	Owner/Occupants Observation			
11a. Are any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground currently located on the property or adjacent to any structure located on the property?	Owner/Occupants Observation			
11b. Did you observe evidence or do you have any prior knowledge that any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground have previously been located on the property or adjacent to any structure located on the property?	Owner/Occupants Observation			
12a. Are any flooring, drains, or walls that are stained by substances other than water or are emitting foul odors currently located within the facility?	Owner/Occupants Observation			
12b. Did you observe evidence or do you have any prior knowledge that any flooring, drains, or walls that are stained by substances other than water or are emitting foul odors have previously been located within the facility?	Owner/Occupants Observation			
13a. If the property is served by a private well or nonpublic water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Owner/Occupants Observation			
13b. If the property is served by a private well or nonpublic water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental or health agency?	Owner/Occupants Observation			
14. Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or recurrent violations of environmental laws with respect to the property or any facility located on the property?	Owner/Occupants			
15a. Has the owner or occupant of the property been informed of the past existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?	Owner/Occupants			
15b. Has the owner or occupant of the property been informed of the current existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?	Owner/Occupants			
15c. Has the owner or occupant of the property been informed of the past existence of environmental violations with respect to the property or any facility located on the property?	Owner/Occupants			

Owner/Occupant Inquiry and Site Visit Observation (Continued)	Information Source	Response		
		Yes	No	Unk
15d. Has the owner or occupant of the property been informed of the current existence of environmental violations with respect to the property or any facility located on the property?	Owner/Occupants			
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Owner/Occupants			
17. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum product involving the property?	Owner/Occupants			
18a. Does the property discharge waste water on or adjacent to the property, other than stormwater into a stormwater system?	Owner/Occupants			
	Observation			
18b. Does the property discharge waste water on or adjacent to the property, other than stormwater into a sanitary sewer system?	Owner/Occupants			
	Observation			
19. Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried, and/or burned on the property?	Owner/Occupants			
	Observation			
20. Do any records exist indicating the presence of polychlorinated biphenyls (PCBs) for a transformer, capacitor, or any hydraulic equipment?	Owner/Occupants			
21. Does the owner or occupant have any knowledge of any asbestos-containing materials or presumed asbestos-containing materials on any facility located on the property?	Owner/Occupants			

(See Guide to TSQ, Appendix F, in Handbook RE-6 for information on database resources.)

Government Records and Historical Sources Inquiry	Response			
	Yes	No	N/A	
22. Do any of the following federal government record systems list the property or any property within the circumference of these areas:				
a. National Priorities List — within 1.0 mile (1.6 km)?				
b. CERCLIS List — within 0.5 mile (0.8 km)?				
c. RCRA CORRACTS Facilities — within 1.0 mile (1.6 km)?				
d. RCRA TSD Facilities — within 0.5 mile (0.8 km)?				
23. Do any of the following state record systems list the property or any property within the circumference of these areas:				
a. List that is the state equivalent to NPL maintained by state environmental agency of hazardous waste sites identified for investigation or remediation — within approximately 1.0 mile (1.6 km)?				
b. List that is the state equivalent to CERCLIS maintained by state environmental agency of sites identified for investigation or remediation — within 0.5 mile (0.8 km)?				
c. Leaking Underground Storage Tank (LUST) List — within 0.5 mile (0.8 km)?				
d. Solid Waste/Landfill Facilities — within 0.5 mile (0.8 km)?				
24. Based on a review of fire insurance maps or consultation with the local fire department serving the property, are any buildings, or other improvements on the property or on an adjoining property, identified as having been used for any industrial use or uses likely to lead to contamination of the property?	Yes	No	N/A	
25a. Does the database indicate the average radon level for the subject property county/ZIP Code? If so, record level: _____ pCi/l.	Yes	No	N/A	
25b. Has radon testing been conducted on the subject property?	Yes	No	N/A	Unk
25c. In what EPA radon zone is the subject property located? (Check one)	1	2	3	

**General Information (The person preparing the Transaction Screen Questionnaire must complete and sign the following):**

Completed By Name	Title
Firm	Telephone Number (Include area code)

Address (No., Street, City, State, ZIP +4)

Date	Preparer's Relationship to the Postal Service (For example, employee, agent, consultant)
------	--

Name of Owner/Occupant Who Provided the Information

Address (No., Street, City, State, ZIP +4)

Telephone Number (Include area code)	Date
--------------------------------------	------

Name of Owner/Occupant Who Provided the Information

Address (No., Street, City, State, ZIP +4)

Telephone Number (Include area code)	Date
--------------------------------------	------

Copies of the Completed Transaction Screen Questionnaire Have Been Filed at:

Copies of the Completed Transaction Screen Questionnaire Have Been Mailed or Delivered to:

Preparer represents that, to the best of the preparer's knowledge, the above statements and facts are true and correct, and to the best of the preparer's actual knowledge, no material facts have been suppressed or misstated.

Signature	Date
Signature	Date
Signature	Date

Acknowledgment: This questionnaire was modified from ASTM Designation: E 1528-96, *Standard Practice for Environmental Site Assessments: Transaction Screening Process.*



*UNITED STATES  
POSTAL SERVICE™*

Lease

Facility Name/Location

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Net Interior Floor Space

Note: Lease term to commence upon completion and acceptance of the improvements/building by the United States Postal Service.

Note: Lease term would NOT commence until acceptance by the USPS of the building/tenant improvements.

Total Site Area:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

\_\_\_\_\_ with an expiration date of \_\_\_\_\_

Rent checks shall be payable to:

unless the Contracting Officer is notified, in writing by Landlord, of any change in payee or address at least sixty (60) days before the effective date of the change.

4.

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

6. **TERMINATION:**

7. **LEGAL DESCRIPTION:**



EXECUTED BY LANDLORD this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

INDIVIDUAL, ADMINISTRATOR, OR TRUSTEE

\_\_\_\_\_  
\_\_\_\_\_

Landlord's Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Tax ID: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the husband or wife of the Landlord must also execute the lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.
- d. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Address of Contracting Officer





EXECUTED BY LANDLORD this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CORPORATION

Name of Corporation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord's Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Tax ID: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Witness

Witness

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- c. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

\_\_\_\_\_ Date

\_\_\_\_\_ Contracting Officer

\_\_\_\_\_ Signature of Contracting Officer

\_\_\_\_\_ Address of Contracting Officer





**1. CHOICE OF LAW**

This Lease shall be governed by federal law.

**2. RECORDING**

This Lease or a memorandum thereof, with the commencement date and all other necessary dates inserted, must be recorded by the Landlord at its sole expense. Such expense includes all fees required for or incident to recording. If the Landlord fails to record the Lease, or a memorandum thereof, the Postal Service may record the Lease or a memorandum thereof, and deduct all costs associated therewith from future rents.

**3. MORTGAGEE' S AGREEMENT**

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

**4. ASSIGNMENTS**

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

**5. APPLICABLE CODES AND ORDINANCES**

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

**6. SUBLEASE**

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

**7. RESTORATION AND ALTERATIONS**

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

**8. CLAIMS AND DISPUTES**

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:
- "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."
- The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.
- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the contracting officer receives the claim (properly certified if required); or
  2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

**9. HAZARDOUS/TOXIC CONDITIONS CLAUSE**

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property ; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

### 10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

Notwithstanding the above, the Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or other casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.
4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
  - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
  - (2) Postal Service employees; and
  - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



## Tax Rider Reimbursement of Paid Taxes

Facility Name/Location

Assessor's Parcel Number:

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per \$100.00 or per \$1,000.00 of assessed value or as mills per \$1.00 of assessed value as set by authorities for tax jurisdictions.

Real Property Taxes, as used in this clause, shall mean those taxes, including Ad Valorem taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within its jurisdiction, whether such activities are general or specific. Real Property Taxes also include administrative charges or fees imposed by a taxing authority for the support of its tax assessment and collection activities.

- b. The Landlord agrees to pay all taxes of any kind, including Real Property Taxes, and charges and fees of every kind and nature levied on the demised premises.
- c. The Postal Service will reimburse Landlord for paid Real Property Taxes, as defined above, only under the following terms:
1. Landlord may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made **not more than one time annually by the Postal Service.**
  2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
  3. Reimbursement will be made only for paid taxes, less the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Landlord actually received any such discount.
  4. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease.
  5. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must pertain only to the demised premises, and to no other real property.
  6. **Landlord must provide copies of the front and back of the complete tax bill issued by the taxing authority**, along with satisfactory proof of payment. Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation satisfactory to the Postal Service.
  7. Incomplete or improper requests for reimbursement will be returned to Landlord without payment.
  8. **Landlord agrees to submit a request for reimbursement of taxes within 18 months after the close of the tax year. In the event Landlord fails to submit its request for reimbursement within that time period, the USPS is not required to reimburse paid taxes.**
- d. The Landlord must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the demised premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Landlord does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails to meet any legal prerequisite for appeal and the Postal Service loses the right to contest the validity or the amount of the taxes, then the Postal Service shall be responsible to reimburse Landlord for only 75% of the reimbursable taxes due for the year involved.

All notices required under this paragraph must be delivered or mailed, using certified mail with a return receipt or other verified method of delivery, within ten (10) days from the receipt thereof by the Landlord to:

or to such other office as the Postal Service may later direct in writing.

- e. The Postal Service may contest the validity of any valuation for Real Property Tax purposes or of any levy or assessment of any Real Property Taxes by appropriate proceedings either in the name of the Postal Service or of the Landlord or in the names of both. Notwithstanding any contest of valuation, levy, assessment, or Property Tax Rate, Landlord must pay under protest the Real Property Taxes involved when requested to do so by the Postal Service. The Landlord, upon reasonable notice and request by the Postal Service, must join in any proceedings, must cooperate with the Postal Service, and must execute and file any documents or pleadings as the Postal Service may require for such proceeding, provided the Landlord is reasonably satisfied that the facts and data contained therein are accurate. Landlord will not be responsible for the payment of penalties, costs, or legal expenses in connection with any protest or appeal proceedings brought by the Postal Service, and the Postal Service will indemnify and save harmless the Landlord from any such penalties, costs, or expenses. Landlord hereby authorizes the Postal Service as its agent to represent its interest in any appeal or protest proceeding authorized under this paragraph.
- f. Landlord shall promptly notify the Postal Service of any appeal or other action it takes or initiates to adjust any valuation of the property, Property Tax Rate, or levy or assessment of Real Property Taxes. The Postal Service is entitled to any and all monies obtained through such actions or any other refunds or remissions of Real Property Taxes paid in any year subsequent to the commencement of the lease. If any such refunded or remitted monies are paid or delivered to Landlord, Landlord must immediately forward them to the Postal Service. If Landlord is informed that he is entitled to a refund or remission of monies paid as Real Property Taxes upon the submission of an application, Landlord will promptly make and file such application, and upon receipt of such refund or remission, immediately forward it to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so obtained or forwarded, against rental or other payments due the Landlord.
- g. The Postal Service is entitled to the benefits of all tax exemptions or abatements authorized by law or regulation that may be available with respect to the demised premises. Landlord shall take all necessary steps to obtain such exemptions or abatements. The Postal Service reserves the right to offset against rental or other payments due the Landlord the amount or value of any abatement or exemption that would have been available if Landlord had properly applied for it, and any amount for which the Postal Service is not to be responsible under paragraph (d), above.
- h. Nothing herein contained shall operate to waive or deprive the Postal Service of any rights, privileges or immunities it enjoys under law.



## Maintenance Rider Underground Storage Tanks Landlord Responsibility

Facility Name/Location

a. The term "Underground Storage Tank" (UST) as used in this lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the lessor, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except where such damage or casualty was caused by the negligence of employees or agents of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades, as required by the Postal Service, will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release of fuel from the UST system, unless the release was caused by the act or negligence of the Postal Service.

(5) Expenses incurred by the Postal Service which were made necessary due to the failure of any element for which the landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily operations, including product input/output monitoring.

d. If requested by the landlord, the Postal Service will provide the landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the landlord is responsible, the Postal Service will, except in emergencies, give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect Postal Service's rights to recover expended costs under this provision, provided that the costs expended by Postal Service are reasonable in amount.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and withhold the cost plus any administrative cost and/or interest from rental payments due or to become due under this Lease. In addition, the Postal Service, acting through the Contracting Officer, may proportionally abate the rent for any period the premises, or any part thereof, are



Maintenance Rider  
Underground Storage Tanks  
Landlord Responsibility

determined by the Postal Service to have been rendered untenable by reason of such condition. Alternatively, the Contracting Officer may, if the demised premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.



## Purchase Option Rider

Facility Name/Location

In consideration of the execution of the Lease and of the mutual covenants and agreements set forth herein, the Landlord of the property described in the Lease, agrees to sell and convey to the United States Postal Service (hereinafter referred to as the Postal Service) and its assigns, at the price and corresponding time periods set forth below, the fee simple title to the land described in the Lease, with the buildings and improvements thereon, located in the city, county, and state described in the Lease. Title will be transferred subject to the following rights outstanding in third parties:

The Postal Service will give the Landlord written notice of election to purchase providing at least 120 days until closing.

The terms and conditions of this agreement are as follows:

1. The purchase price set forth in this Purchase Option Rider is payable after approval by the Postal Service of the Landlord's title and execution and delivery by the Landlord of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal Service and its assigns in fee simple. Conveyance of title must be free and clear from all liens and encumbrances, except those specifically excepted or reserved in the Lease, together with all right, title and interest of the Landlord to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.
2. It is agreed that the Postal Service will pay expenses incident to the preparation and recordation of the deed to the Postal Service and for procurement of the title evidence deemed necessary by the Postal Service.
3. The Landlord agrees that all taxes, assessments, and encumbrances, which are valid liens against the land at the time of conveyance to the Postal Service, must be satisfied of record by the Landlord at or before the transfer of title. The Landlord will, at the request of the Postal Service and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the Postal Service and obtain and record such curative evidence of title as may be required by the Postal Service. If the Landlord fails to satisfy any such liens or to secure such curative evidence as required, the Postal Service may pay said liens and cure such defects and deduct from the purchase price any costs incurred. The Landlord agrees to take all actions necessary, in a diligent manner, to effect transfer of title in accordance with the terms of this agreement.
4. The Landlord agrees that loss or damage to the property by fire or acts of God are at the risk of the Landlord until the title to the land and deed have been accepted by the Postal Service through its duly authorized representative. In the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of title, or the Postal Service may elect to accept conveyance of title to such property, in which case there must be an equitable adjustment of the purchase price.

5. The Landlord's spouse, if any, agrees to join in any deed to the Postal Service and to execute any instrument necessary to convey any separate or community estate or interest in the subject property to the Postal Service.
6. The terms and conditions of this agreement apply to and bind the heirs, executors, administrators, and assigns of the Landlord.
7. All terms and conditions with respect to this agreement are expressly contained herein. The Landlord agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this agreement not expressly contained herein.
8. The terms and conditions of the Lease in effect at the time of the exercise of the Purchase Option by the Postal Service will remain in effect until closing of the purchase, whether or not the original term of the Lease or renewal option period has expired. If, for any reason, the sale cannot be consummated, the notice of election to purchase will, at the sole option of the Postal Service, be deemed a timely notice to renew within the terms of the Lease.



## Utilities, Services, & Equipment Rider

Facility Name/Location

1. HEAT

2. AIR CONDITIONING

3. ELECTRICITY

4. LIGHT

5. WATER

6. SEWER

7. TRASH

8. SNOW



**Mortgagee's Agreement**  
(To be executed and attached to lease)

Facility Name/Location

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of \_\_\_\_\_ on the property situated at: \_\_\_\_\_

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

**MORTGAGEE**

\_\_\_\_\_  
Name of Mortgage Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature of Mortgagee's Officer

Its: \_\_\_\_\_  
Title of Mortgagee's Officer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



*UNITED STATES  
POSTAL SERVICE™*

**Assignable Option to Purchase**



## Assignable Option to Purchase

Facility Name/Location

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), paid by the Postal Service, receipt of which is hereby acknowledged by optionor, and the mutual promises of the parties set forth in this Option, and other good and valuable consideration, the optionor hereby gives and grants to the Postal Service and its assigns the irrevocable option or right to purchase the fee simple title to the property described as follows:

2. Notice of election to purchase by the Postal Service or its assignee shall be given to the optionor in writing at the address listed above, on or before . This election to purchase shall be deemed exercised as of the date of transmission by the Postal Service or its assignee.

3. On or before , optionor shall provide the Postal Service with adequate written evidence that the above described property is properly zoned for a postal facility. In the event the optionor has not completed the zoning process by the date stated in the preceding sentence, optionor shall promptly contact the Postal Service to discuss the prospects of obtaining such zoning approvals. At that point in time the Postal Service may, in its sole discretion, determine to grant optionor an extension of time to complete the zoning process.

4. Upon the request of the Postal Service or its assignee, the optionor shall, at its sole cost and expense, deliver within thirty (30) days to the Postal Service or its assignee, a title insurance commitment, written by a title company satisfactory to the Postal Service. The title insurance commitment obligates the company to issue a policy of title insurance to the Postal Service or its assignee of the type and in the form customarily used in the community where the property is located, in the amount not less than the purchase price, guaranteeing title in the condition required in paragraph 6 of this option. If the title insurance commitment is made subject to any restrictions, defects, encumbrances, liens, charges or other objections, then, the optionor shall have thirty (30) days from the date of the commitment to remove same, or to make arrangements satisfactory to the Postal Service or its assignee to remove same on or before the time of closing. If the optionor fails to remove or make arrangements to remove such defects or other objections as aforesaid, the Postal Service or its assignee shall have thirty (30) days either to effect their removal and charge the cost thereof against the purchase price, or to terminate this option to purchase the property.

5. Within days from optionor's receipt of the notification of election to purchase by the Postal Service or its assignee, the closing and settlement of the property shall take place at a location mutually agreeable to both parties or in the city, town, or county in which the property is located. Possession of the property shall be delivered to the purchaser on the day the sale is consummated unless a different possession date is herein specified. Real estate taxes or assessments, which are levied or imposed, or which are a lien on the property, on the closing date, as well as rents and utilities, if any, are to be pro-rated and adjusted to the closing date; or to the date the Postal Service or its assignee takes possession of the property, whichever is the earlier.

6. The optionor shall deliver to the Postal Service or its assignee, at the time of closing or settlement, a title insurance policy in the amount of the option price stated above and a general warranty deed with full covenants conveying said land with the hereditaments and appurtenances thereunto, in fee simple title, free and clear from all liens and encumbrances, except those specifically excepted or reserved herein, together with all right, title, and interest of the

optionor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad right-of-way abutting or adjoining said land. The Postal Service or its assignee shall make payment of the purchase price as stated in paragraph 1 above.

7. The optionor shall not rent, lease, or otherwise increase the tenancy of the property after receipt of notice of election to purchase by the Postal Service or its assignee, pursuant to paragraph 2 above.

8. The agents, employees or representatives of the Postal Service or its assignee shall have the right, during the period of this Option, subject to the use made of the premises by the undersigned, to enter upon the said premises for the purpose of inspecting, conducting studies and tests, and making test borings, plans and topographical surveys, structural inspections, appraisals, and historical investigations, all as may be reasonably required in connection with the proposed purchase of the premises. The Postal Service or its assignee, as the case may be, at its sole expense shall promptly restore the property of the undersigned to its original condition in accordance with good engineering practices. Such entry, inspection, test borings, and surveys shall not constitute possession of the property by the Postal Service or its assignee.

9. The optionor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the optionor until the title to the land and deed to the Postal Service or its assignee has been accepted by the Postal Service through its duly authorized representative or its assignee. In the event that such loss or damage occurs, the Postal Service or its assignee may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

10. It is agreed that the spouse, if any, of the optionor(s), by signing below, agrees to join in any deed to the Postal Service or its assignee and to execute any instrument deemed necessary to convey to the Postal Service or its assignee any separate or community estate or interest in the subject property and to relinquish and release any dower, courtesy, homestead, or other rights or interests of such spouse therein.

11. a. The optionor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the optionor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from optionor the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for sale, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this option, may be considered as bona fide employees or agencies within the exception contained in this clause.

12. a. As used in this paragraph, the following terms have the following meanings:

(i) "Hazardous Substances" shall mean petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable state or federal law.

(ii) "Environmental Laws" shall mean any and all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including without limitation: a) all laws relating to reporting, licensing, permitting, investigation or remediation of emissions, discharges, Releases or threatened Releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and b) all laws pertaining to the protection of the health and safety of employees or the public.

(iii) "Release" shall mean any discharge, disposal, spill, release, contamination or similar occurrence of Hazardous Substances which occurred in, on or under the premises, present in such quantities as would require remediation under any Environmental Laws as are in effect on the date of this Agreement.

(iv) "Environmental contamination" shall mean the presence of Hazardous Substances at levels above applicable federal, state, or local standards or requirements, including the presence of friable asbestos materials at any level.

(v) "Asbestos-containing materials" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. The optionor warrants, after making diligent inquiry of its employees, partners, managers, officers and board, and its attorneys, consultants, brokers, and contractors, that as of the date of this Agreement and of transfer of title:

(i) the premises (including the land, surface water, groundwater, and improvements to the land) are free of all contamination from Hazardous Substances;

(ii) except as specifically identified in writing to the Postal Service, there are no underground storage tanks or associated piping on the premises;

(iii) except as specifically identified in writing to the Postal Service, the premises contains no asbestos-containing materials (ACM), radon above 4 pCi/L, lead-based paint, lead piping or solder in drinking water systems, electrical transformers, or fluorescent light fixtures with ballasts or other equipment containing PCB's; and

(iv) except as specifically identified in writing to the Postal Service, it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any Release, environmental condition, or violation or potential violation of any Environmental Law, existing at or adjacent to the premises.

c. In the event the Postal Service or its assignee discovers any environmental contamination or condition that existed as of or prior to transfer of title, the Postal Service or its assignee shall promptly notify optionor thereof and optionor shall, at its sole cost and expense, proceed with due diligence to implement appropriate remedial action. In the event optionor fails to so proceed with due diligence, the Postal Service or its assignee may, at its option, implement appropriate remedial action and shall have the rights of indemnity set forth herein.

d. Optionor agrees to indemnify and hold harmless the Postal Service or its assignee from and against all claims, losses, liabilities, damages, costs and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses, incurred by the Postal Service or its assignee arising out of:

(i) any environmental contamination existing on the premises at the date of transfer of title, and off-site environmental contamination to adjacent property which is the result of environmental contamination from the premises;

(ii) any environmental investigation, response or remediation undertaken by or on behalf of the Postal Service or its assignee after transfer of title in connection with contamination occurring before transfer of title; or

(iii) optionor's breach of any warranty given herein.

This indemnity shall survive title transfer and be in addition to optionor's obligation for breach of a representation or warranty set forth herein.

e. This warranty survives transfer of title and shall be binding upon optionor, its successors and assigns.

13. All terms and conditions with respect to this offer are expressly contained herein and the optionor agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein.

14. This option shall be freely and successively assignable by the Postal Service and may be exercised by it, its successor, designee or assignee.

15. The following paragraphs were added or deleted before execution:



# Assignable Option to Purchase

EXECUTED BY OWNER this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## INDIVIDUAL, ADMINISTRATOR, OR TRUSTEE

By executing this Option, Owner certifies that Owner is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

\_\_\_\_\_  
\_\_\_\_\_

Owner's Address: \_\_\_\_\_  
\_\_\_\_\_

Owner's Telephone Number(s): \_\_\_\_\_

Social Security No. or Federal Tax Identification No.: \_\_\_\_\_

\_\_\_\_\_  
Witness to Owner

\_\_\_\_\_  
Witness to Owner

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Option. If the Owner is married, the husband or wife of the Owner must also execute the Option. The Owner must submit adequate evidence of title
- b. Where the Owner is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to sell the proposed property, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into an agreement with the Postal Service or its assignee.
- c. Where the Owner is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to sell the property.
- d. Any notice to Owner provided under this option or under any law or regulation must be in writing and submitted to Owner at the address specified above, or at an address that Owner has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Option or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

## ACKNOWLEDGMENT BY UNITED STATES POSTAL SERVICE

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

\_\_\_\_\_  
Print Name and Title of Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Print Address of Contracting Officer

\_\_\_\_\_  
Witness to Contracting Officer

\_\_\_\_\_  
Witness to Contracting Officer



**National Society Daughters of the American Revolution**

**Monguagon Chapter of Michigan  
(serving the Downriver area)**

**October 5, 2015**

**Dear Mayor,**

**The 1976 Native American Awareness Week was expanded by Congress and President George Bush in August of 1990 by designating November as the National American Indian Heritage Month.**

**The month long celebrations and recognitions of Indian cultures, arts, education, historical activities, and heritage enrich our national culture as well.**

**Since the Downriver area's heritage of the Wyandotte Indians has had significant impression on our society today in this area, it seems appropriate to honor our native ancestors and their contribution to all cultures in this country.**

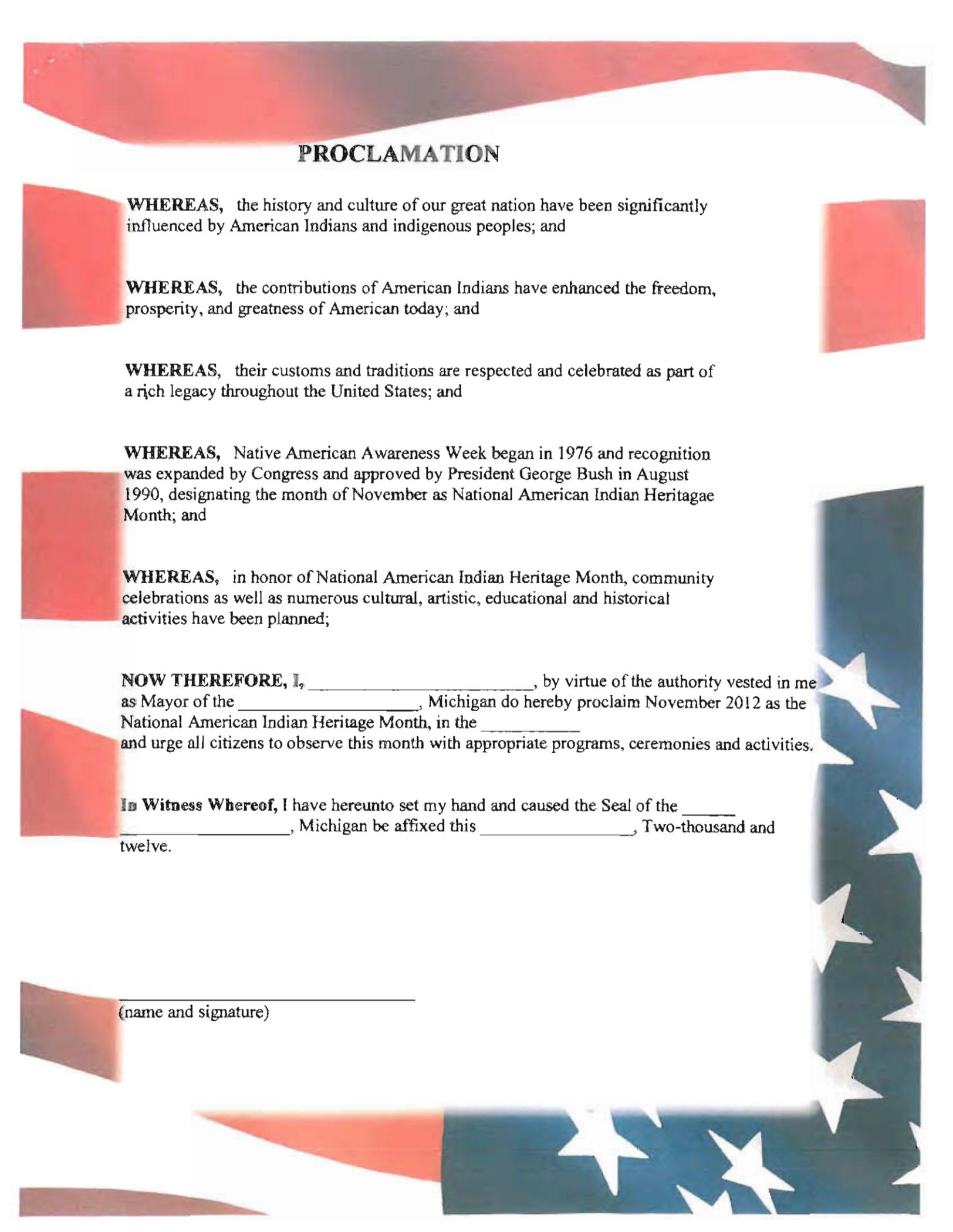
**In honor of this month, we ask that the Mayors of the Downriver communities proclaim the month of November as American Indian Heritage Month.**

**I would like to extend another thank you to the Mayors who participated in the acknowledgment of the National American Indian Heritage Month for 2014.**

**A sample of such a proclamation is enclosed for your convenience.**

**Thank you**

**Please respond to:  
Lugene Flores  
American Indians Chairperson  
15079 Siebert Street  
Taylor, MI 48180**

The document is set against a background of the American flag, with red and white stripes on the left and top, and a blue field with white stars on the right and bottom.

## PROCLAMATION

**WHEREAS,** the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**WHEREAS,** the contributions of American Indians have enhanced the freedom, prosperity, and greatness of American today; and

**WHEREAS,** their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS,** Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

**WHEREAS,** in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

**NOW THEREFORE, I,** \_\_\_\_\_, by virtue of the authority vested in me as Mayor of the \_\_\_\_\_, Michigan do hereby proclaim November 2012 as the National American Indian Heritage Month, in the \_\_\_\_\_ and urge all citizens to observe this month with appropriate programs, ceremonies and activities.

**In Witness Whereof,** I have hereunto set my hand and caused the Seal of the \_\_\_\_\_, Michigan be affixed this \_\_\_\_\_, Two-thousand and twelve.

\_\_\_\_\_  
(name and signature)

**RESOLUTION**

DATE: 10/19/2015

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

WHEREAS the communication from Lugene Flores, National Society Daughters of the American Revolution, 15079 Siebert St., Taylor, MI, is requesting the City of Wyandotte to recognize the month of November as American Indian Heritage Month, AND

THEREFORE BE IT RESOLVED that the City Council hereby directs the Mayor's Office to prepare a Proclamation to be presented to the National Society Daughters of the American Revolution.

I Move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	<b>Fricke</b>	_____
_____	<b>Galeski</b>	_____
_____	<b>Miciura</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____
_____	<b>VanBoxell</b>	_____

# GARFIELD NEIGHBORS UNITED

Wyandotte, Michigan 48192

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*MISSION STATEMENT: To insure the betterment and welfare of the Garfield neighborhood through the committed non-political involvement of its residents.*

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October 15, 2015

City of Wyandotte  
Mayor Peterson and City Council

Dear Mayor and City Council,

This letter is intended mainly as important information for the residents of Garfield Neighbors United located north of Oak Street. It is also for other residents as a reminder to make sure everyone checks the Leaf Collection dates for their area.

Traditionally, in the past the Garfield Neighborhood has had leaf collection scheduled the latter part of November. This year the schedule has changed so that the pickup dates are October 26 thru October 30. The area includes from the north side of Oak to North Drive and the railroads to the Detroit River.

Since this change is very different from past years I hope everyone will note the change in this year's Leaf Collection dates and areas.

Sincerely,

Corki  
Secretary, GNU

**RECEIVED**

**OCT 15 2015**

**CITY CLERK  
CITY OF WYANDOTTE**

**RESOLUTION**

DATE: 10/19/2015

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

RESOLVED that the communication from Corki Benson regarding the Leaf Collection Schedule is hereby received and placed on file.

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

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**COUNCIL**

**Fricke**  
**Galeski**  
**Miciura**  
**Sabuda**  
**Schultz**  
**VanBoxell**

**NAYS**

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MARINE CORPS LEAGUE  
INCORPORATED BY ACT OF CONGRESS AUGUST 4, 1937



DOWNRIVER DETACHMENT - 153  
Chartered May 25, 1941  
1323 EUREKA ROAD • WYANDOTTE, MI 48192  
(734) 282-0233

3

The Honorable Joseph R. Peterson, Mayor  
3200 Biddle Avenue  
Suite 100  
Wyandotte, Michigan 48192

Wednesday September 30, 2015

Dear Mayor Peterson & Members of the City Council,

The United States Marine Corps will be celebrating its 240th Birthday on Tuesday, November 10, 2015. To recognize this hallowed tradition on a local level, the Marine Corps League Downriver Detachment will be open to the public that day from 7 am until 12 Midnight. There will be plenty of food and refreshments on hand with various activities taking place throughout the day.

As in past years prior to our Birthday, we are respectfully requesting usage of the city owned vacant lot located at the corner of Eureka Road and 14th Street. Having use of the lot on November 10 & 11 addresses our ever present dilemma of minimal parking spots being available and allows older and/or disabled attendees to park closer to the Hall entrance, rather than down a side street or across Eureka Road.

Thank you, in advance, for any consideration given this request. If any additional information is required for this request to be approved, please do not hesitate to contact me and I will ensure it is furnished to your office without delay.

In closing, we look forward to welcoming all Wyandotte residents who join us on Monday, November 10. There will be plenty of Marine Corps Veterans present who would enjoy sharing about the rich traditions of the Marine Corps with anyone interested in learning about our storied and colorful history. We hope to see you!

Respectfully Yours and Semper Fidelis,

Jeff Hannak  
Commandant

RECEIVED

OCT 15 2015

CITY CLERK  
CITY OF WYANDOTTE

**RESOLUTION**

3

DATE: October 19, 2015

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

WHEREAS, the United States Marine Corp will be celebrating its 240<sup>th</sup> Birthday on Tuesday, November 10, 2015, and

WHEREAS, the Marine Corp League Downriver Detachment, 1323 Eureka Rd., Wyandotte, will be open to the public that day from 7 am until 12 Midnight with various activities taking place throughout the day.

THEREFORE BE IT RESOLVED, that City Council grants permission to the Marine Corps League Downriver Detachment to use the city-owned vacant lot located at the corner of Eureka Rd. and 14<sup>th</sup> St. on November 10 & 11, 2015 provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Thomas R. Woodruff



**CITY COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Kevin VanBoxell

**DANIEL J. GRANT**  
CHIEF OF POLICE

October 13, 2015

Mayor and City Council  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2015-05**

After review, the Traffic Bureau and Officer Zalewski recommend the installation of "Handicap Parking Signs" in front of 665 Forest St., Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Officer Zalewski, this letter serves as a recommendation for Council support of Traffic Control Order 2015-05 as specified on said order.

If there are any additional questions, please feel free to contact my office at extension 4424.

Sincerely,

Daniel J. Grant  
Chief of Police

# City of Wyandotte

## Traffic Control Order

TRAFFIC CONTROL ORDER # **2015-05**

Parking   
Speed   
Signs to be installed   
Other

*Traffic Code*

### ORDER TO PLACE SIGNS REGULATING TRAFFIC

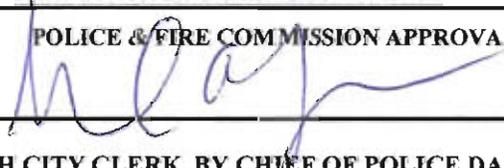
*The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the City of Wyandotte, Michigan,:*

The installation of:

- "Handicap Parking Signs" at 665 Forest St.

**This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.**

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE:

10/13/15

FILED WITH CITY CLERK, BY CHIEF OF POLICE DANIEL GRANT, CITY OF WYANDOTTE, MICHIGAN

DATE:

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE:

### CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign\_Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date:

Signature

Copy Forwarded To: Wyandotte City Clerk and Department of Public Works

4

**RESOLUTION**

DATE: October 19, 2015

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

RESOLVED, that City Council CONCURS with the recommendation of the Chief of Police and Traffic Bureau as set forth in Traffic Control Order 2015-05 for the installation of "Handicap Parking Signs" at 665 Forest St., Wyandotte, MI. 48192, AND

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said sign.

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: October 19, 2015

AGENDA ITEM # \_\_\_\_\_

**ITEM:** Financial Analysis – Animal Control Services

**PRESENTER:** Todd A. Drysdale, City Administrator *TDrysdale*

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** At the September 28, 2015 City Council meeting, a request was made to provide an analysis of the cost of operating a stand-alone animal control service and animal shelter if the City Council chose to enact the withdrawal provisions of the Interlocal Agreement for the Downriver Central Animal Control Agency (DCACA). Attached you will find a comparison of the currently adopted DCACA budget compared to two (2) operating models for a stand-alone Wyandotte operation. It is estimated that a stand-alone Wyandotte animal control operation would cost an additional \$57,300 to \$68,700 annually. Additionally, it is anticipated that the City of Wyandotte will need to acquire a new vehicle within the next two (2) years at a cost of \$25,000. This expenditure is currently budgeted in the DCACA budget with Wyandotte's share of the cost being 30.8% or \$7,700. For comparison purposes, this expenditure was removed from the analysis. Additionally, no consideration was given to potential unemployment costs that would be incurred due to the reduction in workforce contemplated by the withdrawal from the DCACA.

**STRATEGIC PLAN/GOALS:** To be financially responsible and to provide the finest services and quality of life.

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

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** It is estimated that a stand-alone Wyandotte animal control operation would cost an additional \$57,300 to \$68,700 annually.

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** N/A

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** *OK*

**LIST OF ATTACHMENTS:** 1. Financial Analysis

**MODEL RESOLUTION:**

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the cost of operating a stand-alone animal control service and animal shelter by the City of Wyandotte and

Receives and places the communication on file.

City of Wyandotte  
 Analysis of Animal Control Operations  
 October 13, 2015

	Current Budget	Option 1 Projected Stand-Alone Wyandotte Operation	Option 2 Projected Stand-Alone Wyandotte Operation
<b>Payroll including Benefits</b>			
ACO 1	56,043.00	56,043.00	56,043.00
ACO 2	48,828.00	-	-
Part-time ACO	17,224.00	17,224.00	17,224.00
Part-time Shelter 1	11,420.00	11,420.00	-
Part-time Shelter 2	11,420.00	-	-
Overtime	269.00	269.00	269.00
Worker's Compensation	2,000.00	1,000.00	1,000.00
Education	600.00	300.00	300.00
<b>Utilities</b>			
Electric	8,000.00	2,800.00	2,800.00
Natural Gas	5,000.00	1,200.00	1,200.00
Water	2,000.00	600.00	600.00
<b>Capital Equipment</b>			
Vehicle Acquisition			**
Equipment/Vehicle Maintenance	5,000.00	2,500.00	2,500.00
Gasoline & Oil	7,000.00	3,500.00	3,500.00
<b>Other</b>			
Administrative Reimbursement	12,000.00	-	-
Insurance	1,200.00	600.00	600.00
Office Supplies	300.00	150.00	150.00
Legal Fees	1,000.00	500.00	500.00
Operating Expenses	16,000.00	8,000.00	8,000.00
<b>Revenue</b>			
Southgate Shelter Revenue	(20,000.00)	-	-
Lincoln Park Shelter Agreement	(25,000.00)	-	-
<b>Total Annual Budget</b>	<b>160,304.00</b>	<b>106,106.00</b>	<b>94,686.00</b>
<b>Revenue Received by City of Wyandotte</b>			
Administrative Reimbursement	(12,000.00)	-	-
Reimbursement from Southgate	(57,228.53)	-	-
Reimbursement from Allen Park	(53,701.84)	-	-
	<b>37,373.63</b>	<b>106,106.00</b>	<b>94,686.00</b>
<b>Additional Costs</b>		<b>68,732.37</b>	<b>57,312.37</b>

\* Previous operating model for the City of Wyandotte did not include a shelter attendant.

\*\* The current DCACA budget includes \$25,000 for the acquisition of a new vehicle. This has been removed from this analysis because it is an infrequent purchase. The current DCACA vehicle provided by Wyandotte is a 2002 model year. It will need to be replaced regardless of the future of the DCACA. As such, a one-time cost of \$25,000 would also be incurred within the next two (2) years if Wyandotte operates outside of the DCACA.

Note 1: Consideration should also be given regarding the potential withdrawal from the DCACA based on the pending receipt of grant funds (\$21,075) for the expansion of the Wyandotte Shelter. The grant was awarded to DCACA.

Note 2: No consideration was given to any unemployment costs that would be incurred. The withdrawal from the DCACA would result in the layoff of 2 or 3 employees depending on the operating model chosen.

**RESOLUTION**

DATE: October 19, 2015

RESOLUTION by Councilperson Galeski, supported by Councilperson Miciura

WHEREAS, since July of 2012, we have been involved in the Inter Local Agreement for Animal Control Services commonly known as the Downriver Central Animal Control Agency, and

WHEREAS, it has not provided enhanced service to the residents of Wyandotte and the increased collaboration has caused much hardship for the residents of Wyandotte, and

WHEREAS, it has not provided first rate service, and

WHEREAS, it has failed to protect the Public Safety and all residents of Wyandotte, and

WHEREAS, it has not protected the regulated proper control or conduct of our animals, and

WHEREAS, the so called consolidation project into Animal Control is simply not in best interest of the citizens and residence of Wyandotte.

THEREFORE, I am respectfully requesting and move that the City of Wyandotte withdrawal pursuant to Roman Numeral X and withdrawal from the DCACA at this time and give a 90-day notice in advance forth worth and request the City Administrator and City Attorney to see that it is handled without delay.

Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

(6)

MEETING DATE: October 19, 2015

AGENDA ITEM # \_\_\_\_\_

**ITEM: Fire Department – Purchase of 2015 Ford Explorer Administrative Vehicle**

**PRESENTER:** Jeffery Carley, Fire Chief 

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Approved for FY 2016 was the purchase of a new Fire Department Administrative Vehicle replacing a 2002 Ford Explorer.

**STRATEGIC PLAN/GOALS:** Maintaining our fleet to provide effective responds to call for service for our community

**ACTION REQUESTED:** Adopt a resolution approving the purchase of a 2015 Ford Explorer from Gorno Ford, Inc which is awarded the State of Michigan contracts (contract # 071B1300005) in the amount of \$27,895.00.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The funds for this purchase will come from the Vehicle Account 101-336-850-530 FY2016.

**IMPLEMENTATION PLAN:** Install all necessary equipment and be placed in service

**COMMISSION RECOMMENDATION:** Concur with recommendation.

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS**

Letter from Wyandotte Fire Police and Fire Commission endorsement  
Invoice from Gorno Ford.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: October 19, 2015

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Fire Commission in the following resolution.

To purchase a 2015 Ford Explorer from Gorno Ford which is the dealership awarded the contract for the State of Michigan (contract # 071B1300005) in the amount of \$27,895.00.

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	VanBoxell	

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JEFFERY CARLEY  
FIRE CHIEF

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

October 13, 2015

Mayor Joseph Peterson & City Council  
City of Wyandotte  
3200 Biddle  
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council:

The Fire Commission has concurred with the Fire Chiefs recommendation to purchase of a 2015 Ford Explorer from Gomo Ford, Inc which is awarded the State of Michigan contracts (contract # 071B1300005) in the amount of \$27,895.00. The funds for this purchase will come from the Vehicle Account 101-336-850-530 FY2016.

Sincerely,

A handwritten signature in black ink that reads "John Harris". The signature is fluid and cursive.

John Harris  
President Fire Commission

**GORNO FORD, INC**

The Innovative Dealer to  
 Drive you into the Future  
 22025 Allen Road  
 Woodhaven MI 48183  
 734-676-2200 Fax 734-671-4375

# INVOICE

INVOICE NO. K9334  
 DATE:

<b>TO:</b> <b>CITY OF WYANDOTTE</b> <b>4201 13<sup>th</sup> ST.</b> <b>WYANDOTTE, MI 48192</b>	<b>SHIP TO:</b> <b>CHIEF GRANT</b> <b>FAX 734-324-4442</b>
---	--

Salesperson	P.O. #	Ship Date	Shipped Via	F.O.B. Point	Terms
<b>EDDIE</b>	<b>CHIEF</b>				<b>NET 10</b>

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<b>2015 FORD EXPLORER AWD-WHITE</b> <b>STK NO. H5261, VIN 1FM5K8B8XFG91777</b>  <b>ALL WEATHER FLOOR MATS</b> <b>CLASS 111 TOW PKG</b> <b>REVERSE SENSING SYSTEM</b> <b>REAR HEAT &amp; A/C</b>  <b>ON THE GROUND, SOLD FROM RETAIL</b> <b>INVENTORY</b>		\$27,895.00

**PLEASE MAKE ALL CHECKS PAYABLE TO: GORNO FORD**  
**IF YOU HAVE ANY QUESTIONS THIS INVOICE**  
**PLEASE CALL: EDDIE WILLIAMS @ 313-319-3431**

**THANK YOU FOR YOUR BUSINESS!!**

SUBTOTAL	\$27,895.00
SALES TAX	\$
SHIPPING & HANDLING FUEL	\$INCLUDED
<b>TOTAL DUE</b>	<b>\$27,895.00</b>

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

7

**MEETING DATE:** October 19, 2015

**AGENDA ITEM #**

**ITEM:** City Purchasing Vacant Lot known as 146 Spruce, Wyandotte

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski - 10-14-15*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** This property is a vacant lot adjacent to the City lot known as former 166 Spruce. The Engineering Department has negotiated a sales price of \$13,000. The property information is as follows:

Lot Size: 40' x 70'

Demolition Cost Estimated at: \$0.00

2015 SEV: \$6,300

Market Value: \$12,600

2014 Taxes: \$304.81

This property would be combined with the adjacent City owned property and sold to MJC Templin, LLC for the development with their Phase II Plan.

**STRATEGIC PLAN/GOALS:** The City is committed to a three-pronged economic development strategy: 1. Commercial expansion in the Downtown and Fort Street; 2. By being a "Good Neighbor" to BASF and other current and prospective industries; and 3. Expansion and "Good Neighbor" to the city's growing Medical and Health complex along Biddle surrounding Wyandotte Henry Ford Hospital by; a. Seeking out industrial opportunities which build on the new leadership position of the State of Michigan, as well as the growing strengths of Wyandotte and the Detroit Metro region in clean technology (especially renewable energy manufacturing and servicing). This is an emerging industry that could benefit from Wyandotte's traditional industrial strengths and highly skilled workforce; b. Developing a plan for increasing professional, scientific and technical service jobs, which include occupations such as attorneys, accountants, software developers, architects, engineers and health care workers. These professions represent key opportunities for growth, especially along the Biddle corridor; c. Focusing economic development efforts on increasing commercial and industrial developments. This would result in an increase in the ratio of commercial/industrial assessed valuation to residential valuation, increase local employment and further develop a healthy business climate in the City and d. Creating an Economic Development Commission to serve as advisors to the City Council on opportunities for improving the business climate.

**ACTION REQUESTED:** Approve the Purchase Agreement for the City to acquire property and authorize the Mayor and City Clerk to execute same.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 492-200-850-519 TIFA Area Funds

**IMPLEMENTATION PLAN:** Mayor and City Clerk execute the Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *S. Wypdele*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

*Joseph R. Peterson*

**LIST OF ATTACHMENTS:** Purchase Agreement and Map

LOOK, MAKOWSKI and LOOK  
ATTORNEYS AND COUNSELORS AT LAW  
PROFESSIONAL CORPORATION  
2241 OAK STREET  
WYANDOTTE, MICHIGAN 48192-5390  
(734) 285-6500  
FAX (734) 285-4160  
**OFFER TO PURCHASE REAL ESTATE**

William R. Look  
Steven R. Makowski

Richard W. Look  
(1912-1993)

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City  
XXXXXXX of  
XXXXXX  
Wyandotte, Wayne County, Michigan, described as follows:  
North 40 feet of west 20 feet of Lot 13, also north 40 feet of Lot 14 Plat of Part of the City of Wyandotte, Block 61 as recorded in Liber 2 Page 36 WCR being known as 146 Spruce vacant property, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay therefore the sum of Thirteen Thousand Dollars and 00/100 (\$13,000.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

**THE SALE TO BE CONSUMMATED BY:** Paragraph A  
(Fill out one of the four following paragraphs, and strike the remainder)

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Promissory Note</i>	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a **Promissory Note acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Note in _____ payments **See Paragraph 12 on Addendum, which include interest payments at the rate of 5% per cent per annum; and which, _____ include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Purchaser is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Seller's Default</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Title Objections</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
<i>Possession</i>	If the Seller occupies the property, it shall be vacated on or before <u>NA</u> . From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

<b>Taxes and Prorated Items</b>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>No Prorations of Taxes</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
<b>Broker's Authorization</b>	8. It is understood that this offer is irrevocable for three (3) days after the agreement is submitted to the City Council for consideration, and if not accepted by the Purchaser within that time, this offer submitted by the Seller may be considered null and void at Seller's option. If the offer is accepted by the Purchaser, the Seller agrees to complete the purchase of the property within the time indicated in Paragraph 3. 9. The seller is hereby authorized to make this accept and the deposit of <u>0</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ \_\_\_\_\_ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_.

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

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

The closing of this sale shall take place at the office of \_\_\_\_\_

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: 1. Contingent upon City Council approval, 2. Seller agrees not to enter into any third party agreements including with any telecommunications companies wishing to install equipment on said property prior to closing. Seller to pay title premium and transfer tax on Warranty Deed.

City of Wyandotte:

IN PRESENCE OF:

\_\_\_\_\_  
*JOSEPH R. PETERSON, Mayor* L. S. Purchaser

\_\_\_\_\_  
*WILLIAM R. GRIGGS, Clerk* L. S. Purchaser

Address \_\_\_\_\_

Dated \_\_\_\_\_

Phone: \_\_\_\_\_

**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_

Broker

Phone \_\_\_\_\_

By: \_\_\_\_\_

This is a co-operative sale on a \_\_\_\_\_

basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

**TO THE ABOVE NAMED PURCHASER AND BROKER:**

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

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

IN PRESENCE OF:

*Timothy M. Kearney* L. S. Seller  
**TIMOTHY KEARNEY**

*Sheila Kearney* L. S. Seller  
**SHEILA KEARNEY**

Address 146 Spruce

Dated \_\_\_\_\_

Phone 734 2750766

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

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

Dated \_\_\_\_\_

L. S.



**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: October 19, 2015

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

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at vacant 146 Spruce in the amount of \$13,000.00 to be appropriated from TIFA Area Funds; AND

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

BE IT RESOLVED that William R. Look, City Attorney is authorized to execute closing documents for the purchase of said property on behalf of the Mayor and City Clerk; AND

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

I move the adoption of the foregoing resolution.

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

Supported by Councilperson \_\_\_\_\_

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

⑧

MEETING DATE: October 19, 2015

AGENDA ITEM # \_\_\_\_\_

**ITEM:** Department of Engineering – Property Maintenance at 122 Clinton

**PRESENTER:** Lou Parker, Hearing Officer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer Lou Parker, Hearing Officer

*mae*

**BACKGROUND:** There have been no utilities since March 2012. Several property maintenance letters were sent to responsible parties, the last dated October 27, 2014. Show Cause Hearing was held on July 29, 2015 at the Engineering Department. Hearing Officer recommends demolition.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community's quality of life by maintaining property values and eliminating blight.

**ACTION REQUESTED:** Adopt a resolution setting a public show cause hearing to determine if the property should be demolished.

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

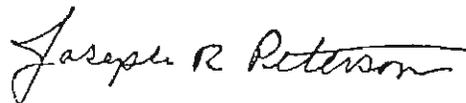
**IMPLEMENTATION PLAN:** Prepared resolution for Council to hold a Show Cause Hearing to allow any and all interested parties to show cause why the City Council should not order the property demolished.

**DEPARTMENT RECOMMENDATION:** As noted in the Show Cause Hearings minutes.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Draydall*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Property Maintenance August 29, 2014; October 27, 2014; Show Cause Hearing Minutes of July 29, 2015; September 30, 2015, reinspection; list of interested parties and title search

**MODEL RESOLUTION:** Attached.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

Date: August 29, 2014

FIRST CLASS MAIL

GENAW WILLIAM  
122 CLINTON  
WYANDOTTE, MI 48192

**RE: Property Maintenance Complaint at 122 CLINTON**

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

**AREA:** Exterior

Fascia and soffit requires repair and paint.

Roof requires replacement. Permit required.

INSPECTOR COMMENTS: Roof worn and deteriorated - replace.

Gutters / conductors require replace.

INSPECTOR COMMENTS: Gutters and downspouts deteriorated and missing, require replacement.

Requires prevention of weeds

INSPECTOR COMMENTS: North and west side of dwelling covered with vines and causing deterioration to brick facade.

Front porch requires repair.

INSPECTOR COMMENTS: Replace concrete deck, steps, handrail and guardrail. All deteriorated.

Window require screens

INSPECTOR COMMENTS: Screens require repair.

Doors require repair

INSPECTOR COMMENTS: Front storm requires repair and replace broken glass.

Brick walls require tuck-point

INSPECTOR COMMENTS: Replace missing bricks and tuckpoint joints.

Wood siding requires replacing. Worn and deteriorated. Permit required.

Address needs to be visible.

Repair or replace approach and side service walk.

Fence requires removal, replace, or repair.

**AREA:** Dwelling

Electrical and water services were terminated in March of 2012.

**Due to the lack of maintenance of the property at 122 Clinton as noted by the above violations, and the lack of occupancy, the undersigned deems the dwelling to be unsafe and dangerous.**

As property owner, please be advised of the following from the City of Wyandotte Property Maintenance Code:

Section PM-110 Demolition:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

Section PM-202.0 General Definitions:

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

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

COUNCIL  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:
- (i) A building or structure as to which the owner or agent does both of the following:
    - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
    - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
  - (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

As property owner you are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section PM-202.0 referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances Sec. 19-5 and 31.1-11. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

**Failure to correct the cited violations, maintain and occupy the structure by October 27, 2014, will result in this Department proceeding with Section PM-107.3 Disregard of notice, of the Property Maintenance Code, at which time a hearing date will be set to determine whether or not the structures should be demolished, and tickets will be issued as per Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

**Further, in accordance with Article VII "Abandoned Residential Structure", of Chapter 7 "Building and Building Regulations" of the City of Wyandotte's Code of Ordinances, this dwelling is deemed to be an abandoned residential structure. Therefore you must register the property in accordance with Sec. 7-76. Registration of the Ordinance. Failure to do so by October 27, 2014, will subject you to the violations and penalties as set forth in Sec. 7-83 of the Ordinance.**

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558, or by email at [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,

A handwritten signature in black ink, reading "Gregory J. Mayhew". The signature is written in a cursive style with a large, stylized initial "G".

Gregory J. Mayhew  
Assistant City Engineer

001-06-0072-000

12/11

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

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Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

12/1/14 130  
NO VIOLATIONS CONNECTED  
TAX FORECLOSURE NOTICE  
ON DOOR

FIRST CLASS MAIL  
CERTIFIED MAIL

October 27, 2014

GENAW WILLIAM  
122 CLINTON  
WYANDOTTE, MI 48192

**RE: Property Maintenance Complaint at 122 CLINTON**

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. Site inspections performed August 29 and October 27, 2014, verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

**AREA: Exterior**

Fascia and soffit requires repair and paint.

Roof requires replacement. Permit required.

INSPECTOR COMMENTS: Roof worn and deteriorated - replace.

Gutters / conductors require replace.

INSPECTOR COMMENTS: Gutters and downspouts deteriorated and missing, require replacement.

Requires prevention of weeds

INSPECTOR COMMENTS: North and west side of dwelling covered with vines and causing deterioration to brick facade.

Front porch requires repair.

INSPECTOR COMMENTS: Replace concrete deck, steps, handrail and guardrail. All deteriorated.

Window require screens

INSPECTOR COMMENTS: Screens require repair.

AM Hold action for tax sale - T.I.F. 3/16/15  
AM

Doors require repair

INSPECTOR COMMENTS: Front storm requires repair and replace broken glass.

Brick walls require tuck-point

INSPECTOR COMMENTS: Replace missing bricks and tuckpoint joints.

Wood siding requires replacing. Worn and deteriorated. Permit required.

Address needs to be visible.

Repair or replace approach and side service walk.

Fence requires removal, replace, or repair.

**AREA:** Dwelling

Electrical and water services were terminated in March of 2012.

**Due to the lack of maintenance of the property at 122 Clinton as noted by the above violations, and the lack of occupancy, the undersigned deems the dwelling to be unsafe and dangerous.**

As property owner, please be advised of the following from the City of Wyandotte Property Maintenance Code:

Section PM-110 Demolition:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

Section PM-202.0 General Definitions:

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

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

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

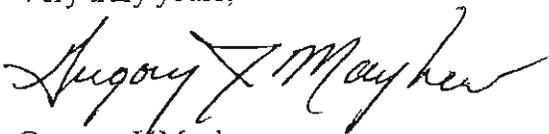
As property owner you are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section PM-202.0 referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances Sec. 19-5 and 31.1-11. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

**Failure to correct the cited violations, maintain and occupy the structure by December 1, 2014, will result in this Department proceeding with Section PM-107.3 Disregard of notice, of the Property Maintenance Code, at which time a hearing date will be set to determine whether or not the structures should be demolished, and tickets will be issued as per Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

**Further, in accordance with Article VII "Abandoned Residential Structure", of Chapter 7 "Building and Building Regulations" of the City of Wyandotte's Code of Ordinances, this dwelling is deemed to be an abandoned residential structure. Therefore you must register the property in accordance with Sec. 7-76. Registration of the Ordinance. Failure to do so by December 1, 2014, will subject you to the violations and penalties as set forth in Sec. 7-83 of the Ordinance.**

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558, or by email at gmayhew@wyan.org.

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

**PRESENT:** Mark Kowalewski, City Engineer  
Lou Parker, Hearing Officer  
Peggy Green, Secretary

The Hearing was called to order at 8:30 a.m. by Mark Kowalewski, City Engineer.

The owner or representative did not appear at the hearing.

Mr. Kowalewski stated the same violations exist, and the property continues to deteriorate.

Mr. Parker commented that there has been no utilities since March 2012.

Mr. Kowalewski stated that condition is the same or worse, from the property maintenance complaint letter dated October 27, 2014.

Mr. Parker stated that the property is to be brought up to code or demolished by September 28, 2015, or the matter will be referred to the City Council for a hearing.

Attachment: Property Maintenance Letter dated October 27, 2014

**Enforcement Info EEN14-0219**

**Status: Inspection Pending**

**Property: 122 CLINTON**

**Parcel: 57 001 06 0072 000**

**City: WYANDOTTE**

**Owner: GENAW WILLIAM**

**Occupant:**

**Filed: 08/22/2014**

**Closed:**

*Description:*

House is in disrepair, please check.  
07/29/15 schedule show cause  
get until 9/28/15 to complete repairs or refer to CC.



**Inspection Information:**

Type: 2nd Reinspection

Inspector: Claude Marcoux

Status: Scheduled

Result:

Scheduled: 09/29/2015

Completed:

*See 9/30/15  
No change  
See Kelly about  
FURTHER ACTION*

Scheduling Comm check to see if property has been repaired

**Inspection History**

Type: Ordinance

Inspector: Gregory Mayhew

Status: Completed

Result: Violation(s)

Scheduled: 08/22/2014

Completed: 08/26/2014

Deficiency: Facia/Soffit Repair

Status: Uncorrected

Area: Exterior

Fascia and soffit requires repair and paint.

Deficiency: Roof Repair

Status: Uncorrected

Area: Exterior

Roof requires replacement. Permit required.

INSPECTOR COMMENTS: Roof worn and deteriorated - replace.

Deficiency: Gutter Repair

Status: Uncorrected

Area: Exterior

Gutters / conductors require replace.

INSPECTOR COMMENTS: Gutters and downspouts deteriorated and missing, require replacement.

Deficiency: Weed Prevention

Status: Uncorrected

Area: Exterior

Requires prevention of weeds

INSPECTOR COMMENTS: North and west side of dwelling covered with vines and causing deterioration to brick facade.

Deficiency: Front Porch Repair



# Minnesota Title Agency

Main Office-Title Dept.  
32500 Schoolcraft Road  
Livonia, MI 48150

(734) 421-4000  
Fax (734) 421-0047

Allen Park Office-Escrow Dept.  
7326 Allen Road  
Allen Park, MI 48101

(313) 381-6313  
Fax (313) 381-7901

## TITLE SEARCH CERTIFICATE

File No: **344689**

Page 1

Statement furnished to: William R. Look, Atty.  
Certified to: February 5, 2015 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI 48192

Lot 72, Salliotte and Clinton's Subdivision, as recorded in Liber 25, Page 36 of plats, Wayne County Records.

122 Clinton

We have examined the records of the Register of Deeds Office for Wayne County, Michigan, and find there are no conveyances, liens or encumbrances affecting the above described property recorded from February 5, 1998 at 8:00 A.M. to February 5, 2015 at 8:00 A.M. except the following:

Last Deed Holder of record: Susan K. Kean

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 50699, Page 245, Wayne County Records.

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 51464, Page 1113, Wayne County Records.

*Any Buyers From Sale - NO*

TAXES: Item No(s). 57-001-06-0072-000

- 2011 Combined due \$682.40 plus interest and penalty, if any
- 2012 Combined due \$2,242.39 plus interest and penalty, if any
- 2013 Combined due \$2,171.44 plus interest and penalty, if any
- 2014 City due \$1,580.41 plus interest and penalty, if any
- 2014 County due \$590.86 plus interest and penalty, if any

ASSESSMENTS: Outside Service balance due \$200.00 plus interest, if any.

Subject to taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.

In consideration of the reduced rate at which this Certificate is furnished it is understood that the information contained herein is only such as may be obtained in the office of the Register of Deed in Wayne County and the liability is limited to the amount of premium paid for said search.

MINNESOTA TITLE AGENCY

*Michael A. Cuschieri*

Michael A. Cuschieri or John C. Cuschieri

**122 Clinton  
Interested Parties**

Susan K. Kean  
18550 Brentwood  
Livonia, MI 48152

William Genaw  
122 Clinton  
Wyandotte, MI 48192

Wayne County Treasurer's Office  
Eric Sabree  
400 Monroe – 5<sup>th</sup> Floor  
Detroit, MI 48226

RESOLUTION

Wyandotte, Michigan  
Date: October 19, 2015

RESOLVED by the City Council that whereas a show cause hearing has been held in the Office of the Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on July 29, 2015, and whereas the property owner or other interested parties, have been given opportunity to show cause, if any they had, why the structure at 122 Clinton has not had all property maintenance repairs made or has been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the Hearing Officer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on November 2 at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 122 Clinton.

AND BE IT FURTHER RESOLVED that the City Clerk shall give notice of said hearing ten (10) days before the hearing by certified mail, return receipt requested, and first class mail, in accordance with the provisions of Section PM-107.4 of the Property Maintenance Ordinance.

Notify:

**See Attached List**

I move the adoption of the foregoing resolution.

MOTION by Councilman \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- VanBoxell

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: October 19, 2015

AGENDA ITEM #

**ITEM:** Department of Engineering – Property Maintenance at 1866 Lindbergh

**PRESENTER:** Lou Parker, Hearing Officer



**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer Lou Parker, Hearing Officer



**BACKGROUND:** Several property maintenance letters were sent to responsible parties, the last dated October 13, 2014. Show Cause Hearing was held on July 1, 2015, at the Engineering Department. Hearing Officer recommends demolition.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community's quality of life by maintaining property values and eliminating blight.

**ACTION REQUESTED:** Adopt a resolution setting a public show cause hearing to determine if the property should be demolished.

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

**IMPLEMENTATION PLAN:** Prepared resolution for Council to hold a Show Cause Hearing to allow any and all interested parties to show cause why the City Council should not order the property demolished.

**DEPARTMENT RECOMMENDATION:** As noted in the Show Cause Hearings minutes.

**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Property Maintenance September 11, 2014; October 13, 2014; Show Cause Hearing Minutes of July 1, 2015; reinspection, mailing list and title search

**MODEL RESOLUTION:** Attached.

10/11

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

Date: September 11, 2014

WIERZBOWSKI, EDWARD  
1866 LINDBERGH  
WYANDOTTE, MI 48192

10/13/14 10<sup>02</sup>  
VIOLATIONS NOT CORRECTED FIRST CLASS MAIL  
AM

**RE: Property Maintenance Complaint at 1866 LINDBERGH**

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection was performed September 11, 2014, and verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

- X Roof requires repair.  
INSPECTOR COMMENTS: Roof shingles deteriorated, replace roof.
- X Front porch requires repair.  
INSPECTOR COMMENTS: Paint porch concrete, tuckpoint block, and replace steps.
- X Window Replace Permit Required  
INSPECTOR COMMENTS: East window on north side is missing. Replace.
- X Gutters / conductors require repair and disconnect.  
INSPECTOR COMMENTS: Gutters require cleaning and extending five (5) feet from foundation.
- X ~~Requires prevention of weeds~~  
INSPECTOR COMMENTS: Overgrowth at driveway, tall grass and overgrowth in rear.  
~~Requires prevention of weeds~~
- X Repair or replace approach walk.  
INSPECTOR COMMENTS: Approach deteriorated, replace east section.

Roof requires repair / replace/permit required/ snow covered\*

INSPECTOR COMMENTS: Garage roof deteriorated and requires replacement.

Siding requires repair / replace / paint / permit required

INSPECTOR COMMENTS: Garage facia and soffit deteriorated and open, requires extensive repair.  
Paint trim.

Fence requires removal / replace / repair

INSPECTOR COMMENTS: Repair and paint chain link fence.

**AREA: Utilities**

Water and electric service inactive since October 1, 2013.

**Due to the lack of maintenance of the property at 1866 Lindbergh as noted by the attached violations, and the lack of occupancy, the undersigned deems the dwelling to be unsafe and dangerous.**

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

Section PM-110 Demolition:

**PM-110.1 General:** The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

Section PM-202.0 General Definitions:

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

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:
  - (i) A building or structure as to which the owner or agent does both of the following:
    - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
    - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

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Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

- (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

You are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section PM-202.0 referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances Sec. 19-5 and 31.1-11. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

**Failure to correct the cited violations, maintain and occupy the structure by October 11, 2014, will result in this Department proceeding with Section PM-107.3 Disregard of notice, of the Property Maintenance Code, at which time a hearing date will be set to determine whether or not the structures should be demolished, and tickets will be issued as per Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558, or email at [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,

A handwritten signature in black ink that reads "Gregory J. Mayhew". The signature is written in a cursive style with a large, sweeping flourish at the end.

Gregory J. Mayhew  
Assistant City Engineer

006-08-0216-002

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



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Donald C. Schultz  
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

12/18/14 No Change  
AM

Date: October 13, 2014

**FINAL NOTICE**

FIRST CLASS MAIL  
CERTIFIED MAIL

WIERZBOWSKI, EDWARD  
1866 LINDBERGH  
WYANDOTTE, MI 48192

5/30/15 No Change  
AM

**RE: Property Maintenance Complaint at 1866 LINDBERGH**

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. Field inspections were performed September 11, and October 13, 2014, and verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

Roof requires repair.

INSPECTOR COMMENTS: Roof shingles deteriorated, replace roof.

Front porch requires repair.

INSPECTOR COMMENTS: Paint porch concrete, tuckpoint block, and replace steps.

Window Replace Permit Required

INSPECTOR COMMENTS: East window on north side is missing. Replace.

Gutters / conductors require repair and disconnect.

INSPECTOR COMMENTS: Gutters require cleaning and extending five (5) feet from foundation.

Requires prevention of weeds

INSPECTOR COMMENTS: Overgrowth at driveway, tall grass and overgrowth in rear.

Repair or replace approach walk.

INSPECTOR COMMENTS: Approach deteriorated, replace east section.

Roof requires repair / replace/permit required/ snow covered\*

INSPECTOR COMMENTS: Garage roof deteriorated and requires replacement.

Siding requires repair / replace / paint / permit required

INSPECTOR COMMENTS: Garage fascia and soffit deteriorated and open, requires extensive repair.  
Paint trim.

Fence requires removal / replace / repair

INSPECTOR COMMENTS: Repair and paint chain link fence.

**AREA:** Utilities

Water and electric service inactive since October 1, 2013.

**Due to the lack of maintenance of the property at 1866 Lindbergh as noted by the attached violations, and the lack of occupancy, the undersigned deems the dwelling to be unsafe and dangerous.**

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

Section PM-110 Demolition:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

Section PM-202.0 General Definitions:

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

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:
  - (i) A building or structure as to which the owner or agent does both of the following:
    - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
    - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MAYOR  
Joseph R. Peterson

COUNCIL  
Sheri Sutherby Fricke  
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MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

- (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

You are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section PM-202.0 referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances Sec. 19-5 and 31.1-11. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

**Failure to correct the cited violations, maintain and occupy the structure by December 8, 2014, will result in this Department proceeding with Section PM-107.3 Disregard of notice, of the Property Maintenance Code, at which time a hearing date will be set to determine whether or not the structures should be demolished, and tickets will be issued as per Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558, or email at [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,

A handwritten signature in black ink that reads "Gregory J. Mayhew". The signature is fluid and cursive, with the first name being the most prominent.

Gregory J. Mayhew  
Assistant City Engineer

**PRESENT:** Mark A. Kowalewski, City Engineer  
Lou Parker, Hearing Officer  
Greg Mayhew, Assistant City Engineer  
Peggy Green, Secretary

The Hearing was called to order at 8:45 a.m. by Greg Mayhew, Assistant City Engineer. The owner or representative did not appear at the hearing.

Mr. Kowalewski asked if a title search was done. Mr. Mayhew replied yes.

Mr. Mayhew stated that he did receive a call from Deborah Wierzbowski, and she stated that she has no interest in the property and it is going into foreclosure. Mr. Mayhew added that he did ask Ms. Wierzbowski to bring in paperwork stating this, but none has been brought in. Mr. Mayhew continued that Ms. Wierzbowski and the County are the only ones that signed for the letter, the others were returned. Mr. Mayhew stated that there is no bank or lending institution on the title search.

Mr. Kowalewski asked where the other names came from. Mr. Mayhew replied tax records, utilities.

Mr. Kowalewski commented that the County owns the property according to the title search.

Mr. Parker stated that the property be brought up to Code by September 1, 2015, or the matter will be referred to City Council for demolition.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

MA  
Joseph R. P.

COU  
Sheri Sutherby  
Daniel E. C  
Ted Micic  
Leonard T. S  
Donald C. S  
Lawrence S

Date: October 13, 2014

**FINAL NOTICE**

WIERZBOWSKI, EDWARD  
1866 LINDBERGH  
WYANDOTTE, MI 48192

FIRST CLASS M  
CERTIFIED MAIL

*See 10/15*

**RE: Property Maintenance Complaint at 1866 LINDBERGH**

Dear Owner:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. Field inspections were performed September 11, and October 13, 2014, and verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

- ✓ Roof requires repair.  
INSPECTOR COMMENTS: Roof shingles deteriorated, replace roof. *No*
- ✓ Front porch requires repair.  
INSPECTOR COMMENTS: Paint porch concrete, tuckpoint block, and replace steps. *No*
- ✓ Window Replace Permit Required  
INSPECTOR COMMENTS: East window on north side is missing. Replace. *No*
- ✓ Gutters / conductors require repair and disconnect.  
INSPECTOR COMMENTS: Gutters require cleaning and extending five (5) feet from foundation. *No*
- ✓ Requires prevention of weeds  
INSPECTOR COMMENTS: Overgrowth at driveway, tall grass and overgrowth in rear. *OK*
- ✓ Repair or replace approach walk.  
INSPECTOR COMMENTS: Approach deteriorated, replace east section.

Roof requires repair / replace/permit required/ snow covered\*

✓ INSPECTOR COMMENTS: Garage roof deteriorated and requires replacement. *N/O*

Siding requires repair / replace / paint / permit required

✓ INSPECTOR COMMENTS: Garage facia and soffit deteriorated and open, requires extensive repair. Paint trim. *N/O*

✓ Fence requires removal / replace / repair

INSPECTOR COMMENTS: Repair and paint chain link fence. *N/O*

**AREA: Utilities**

Water and electric service inactive since October 1, 2013.

**Due to the lack of maintenance of the property at 1866 Lindbergh as noted by the attached violations, and the lack of occupancy, the undersigned deems the dwelling to be unsafe and dangerous.**

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    - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.

NOTE: This search must be paid in full upon time of delivery



# Minnesota Title Agency

Main Office-Title Dept.  
32500 Schoolcraft Road  
Livonia, MI 48150

(734) 421-4000  
Fax (734) 421-0047

Allen Park Office-Escrow Dept.  
7326 Allen Road  
Allen Park, MI 48101  
(313) 381-6313  
Fax (313) 381-7901

## TITLE SEARCH CERTIFICATE

File No: **345219**

Page 1

Statement furnished to: City of Wyandotte  
Certified to: April 20, 2015 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI 48192

North 1/2 of Lot 216 and all of Lot 217, Ebert's Ford City Subdivision, as recorded in Liber 33, Page(s) 55 of Plats, Wayne County Records.

1866 Lindbergh

We have examined the records of the Register of Deeds Office for Wayne County, Michigan, and find there are no conveyances, liens or encumbrances affecting the above described property recorded from July 25, 1951 at 8:00 A.M. to April 20, 2015 at 8:00 A.M. except the following:

Last Deed Holder of record: Edward J. Wierzbowski and Deborah Wierzbowski, as joint tenants with full rights of survivorship

NOTE: The above title is subject to the interest of Julia R. Wierzbowski, whose interest appeared with her husband, Edward J. Wierzbowski as recited in a Warranty Deed recorded in Liber 11021, Page 189, Wayne County Records. A search of the Wayne County Records fails to disclose evidence eliminating her interest by death or otherwise.

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 51473, Page 781, Wayne County Records.

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 52159, Page 236, Wayne County Records.

TAXES: Item No(s). 57-006-08-0216-002  
2012 Combined due \$1,797.03 plus interest and penalty, if any  
2013 Combined due \$1,748.87 plus interest and penalty, if any  
2014 City due \$1,702.80 plus interest and penalty, if any  
2014 County due \$636.52 plus interest and penalty, if any

ASSESSMENTS: Outside Service due \$200.00 plus interest, if any.

Subject to taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.

In consideration of the reduced rate at which this Certificate is furnished it is understood that the information contained herein is only such as may be obtained in the office of the Register of Deed in Wayne County and the liability is limited to the amount of premium paid for said search.

MINNESOTA TITLE AGENCY

*Michael A. Cuschie*

## 1866 Lindbergh Mailing List

Edward Wierzbowski  
1866 Lindbergh  
Wyandotte, MI 48192

Edward Wierzbowski  
2455 Biddle #1014  
Wyandotte, MI 48192

Deborah Wierzbowski  
1866 Lindbergh  
Wyandotte, MI 48192

Deborah Wierzbowski  
2455 Biddle #1014  
Wyandotte, MI 48192

Julia Wierzbowski  
1866 Lindbergh  
Wyandotte, MI 48192

Julia Wierzbowski  
2455 Biddle #1014  
Wyandotte, MI 48192

Wayne County Treasurer  
Eric Sabree  
400 Monroe – 5<sup>th</sup> Floor  
Detroit, MI 48226

RESOLUTION

Wyandotte, Michigan  
Date: October 19, 2015

RESOLVED by the City Council that whereas a show cause hearing has been held in the Office of the Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on July 1, 2015, and whereas the property owner or other interested parties, have been given opportunity to show cause, if any they had, why the structure at 1866 Lindbergh has not had all property maintenance repairs made or has been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the Hearing Officer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on November 2 at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 1866 Lindbergh.

AND BE IT FURTHER RESOLVED that the City Clerk shall give notice of said hearing ten (10) days before the hearing by certified mail, return receipt requested, and first class mail, in accordance with the provisions of Section PM-107.4 of the Property Maintenance Ordinance.

Notify:

**See Attached List**

I move the adoption of the foregoing resolution.

MOTION by Councilman \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- VanBoxell

10

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION**

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

UNDER THE DATE OF: October 5, 2015

MOVED BY: Councilperson Fricke

SUPPORTED BY: Councilperson Galeski

RESOLVED by the City Council that the City Assessor is directed to provide a written report to the City Council for the council meeting on October 19, 2015, regarding the status of the contract with DCA which expired on October 1, 2015, and what steps have been taken on this matter by the City Assessor.

Motion unanimously carried.

ABSENT: Councilperson Miciura, Mayor Peterson

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on October 5, 2015, 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

*Paperwork/Report not received as of agenda  
deadline.*

User: ktrudell

Post Date from 10/08/2015 - 10/08/2015 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

\*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-041-021 A/R MW AUDIT-RESCUE	38.27
101-000-650-022 COURT ATM COMMISSION	20.50
101-000-655-040 RECEIPTS-MISCELLANEOUS	10.00
101-200-825-450 Insurance & Casualty	6,096.00
731-000-392-040 PD EMPLOYEE PENSION CONTR	984.09
<b>TOTAL - ALL CREDIT ACCOUNT</b>	<b>7,148.86</b>

\*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash	6,164.77
731-000-001-000 Cash	984.09
<b>TOTAL - ALL DEBIT ACCOUNTS</b>	<b>7,148.86</b>

\*\*\* TOTAL BY FUND \*\*\*

101 General Fund	6,164.77
731 Retirement System Fund	984.09
<b>TOTAL - ALL FUNDS:</b>	<b>7,148.86</b>

\*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND	<u>Tender Code/Desc.</u> (CCK) CITY CHECK	6,164.77
	<b>TOTAL:</b>	6,164.77
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	(CCK) CITY CHECK	984.09
	<b>TOTAL:</b>	984.09
	<b>TOTAL - ALL BANKS:</b>	<b>7,148.86</b>

\*\*\* TOTAL OF ITEMS TENDERED \*\*\*

	<u>Tender Code/Desc.</u> (CCK) CITY CHECK	7,148.86
	<b>TOTAL:</b>	<b>7,148.86</b>

\*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) AT: COURT ATM COMMISSION	20.50
(1) EP: PD EMPLOYEE PENSION CONTR	984.09
(1) MZ: MISC CASH/VARIOUS	6,096.00
(1) RE: RECEIPTS-MISCELLANEOUS	10.00
(1) XT: A/R MW AUDIT-RESCUE	38.27
<b>TOTAL - ALL RECEIPT ITEMS:</b>	<b>7,148.86</b>

User: ktrudell

Post Date from 10/08/2015 - 10/08/2015 Open Receipts

DB: Wyandotte  
 Receipt #  
 Description

Date	Cashier	Wkstn	Received Of Distribution	Amount
10/08/2015	ktrudell	F2	MIDWESTERN AUDIT 101-000-041-021	38.27 CITY CHECK 19147
XT 334348 10/08/2015 ktrudell F2 101-000-001-000 AUGUST 2015 RESCUE COLLECTIONS REC# 557928 A/R MW AUDIT-RESCUE				
10/08/2015	ktrudell	F2	HERNDON & ASSOCIATES 101-000-655-040	10.00
O 334349 10/08/2015 ktrudell F2 101-000-001-000 BE RECEIPTS-MISCELLANEOUS				
				5.00 CITY CHECK 44391
				5.00 CITY CHECK 44397
				10.00
FIRE REPORT #15-351 REC# 557929				
10/08/2015	ktrudell	F2	TRIFECTA ATM NETWORKS 101-000-650-022	20.50 CITY CHECK 9124
AT 334351 10/08/2015 ktrudell F2 101-000-001-000 ATM COMMISSION REC# 557930 COURT ATM COMMISSION				
10/08/2015	ktrudell	F2	TRAVELERS 101-200-825-450	6,096.00 CITY CHECK 0016597129
O 334352 10/08/2015 ktrudell F2 101-000-001-000 MZ Insurance & Casualty				
PREMIUM ADJUSTMENT ACCT# 7629K8128 REC# 557931				
10/08/2015	ktrudell	F2	CITY OF WYANDOTTE 731-000-392-040	984.09 CITY CHECK 120326
O 334354 10/08/2015 ktrudell F2 731-000-001-000 EP PD EMPLOYEE PENSION CONTR				
POLICE DEFINED BENEFIT REC# 557932				
Total of 5 Receipts				7,148.86

User: ktrudell

Post Date from 10/15/2015 - 10/16/2015 Open Receipts

DB: Wyandotte Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
---	------	---------	-------	-----------------------------	--------

\*\*\* TOTAL OF CREDIT ACCOUNTS \*\*\*

101-000-041-024 A/R ANN ARBOR COL-RESCUE					935.99
101-000-650-010 FINES DIST COURT WYAN					61,122.00
101-000-650-011 WORK FORCE-WYANDOTTE					7,957.75
101-000-650-012 DIST CT RIVERVIEW CASES					33,098.50
101-000-650-017 WORK FORCE-RIVERVIEW					2,549.00
101-000-650-018 COURT TECHNOLOGY WYANDOTT					2,891.00
101-000-650-020 COURT DRUG TESTING FEES					1,986.25
101-000-650-021 COURT SCREENING ASSESSMEN					5,081.00
101-000-650-024 CHEMICAL AWARENESS					2,470.00
101-000-655-040 RECEIPTS-MISCELLANEOUS					61.00
732-000-670-010 RETIREMENT FUND REIMBURSE					944.10

TOTAL - ALL CREDIT ACCOUNT 119,096.59

\*\*\* TOTAL OF DEBIT ACCOUNTS \*\*\*

101-000-001-000 Cash					118,152.49
732-000-001-000 Cash					944.10

TOTAL - ALL DEBIT ACCOUNTS 119,096.59

\*\*\* TOTAL BY FUND \*\*\*

101 General Fund					118,152.49
732 Retiree Health Care Fund					944.10

TOTAL - ALL FUNDS: 119,096.59

\*\*\* TOTAL BY BANK \*\*\*

GEN GENERAL OPERATING FUND	Tender Code/Desc.	Amount
	(CCK) CITY CHECK	118,152.49
	TOTAL:	118,152.49

RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM

	(CCK) CITY CHECK	944.10
	TOTAL:	944.10

TOTAL - ALL BANKS: 119,096.59

\*\*\* TOTAL OF ITEMS TENDERED \*\*\*

	Tender Code/Desc.	Amount
	(CCK) CITY CHECK	119,096.59
	TOTAL:	119,096.59

\*\*\* TOTAL BY RECEIPT ITEMS \*\*\*

(1) 7R: RETIREMENT FUND REIMBURSE		944.10
(1) AS: COURT SCREENING ASSESSMEN		5,081.00
(1) AW: CHEMICAL AWARENESS		2,470.00
(1) M1: FINES DIST COURT WYAN		61,122.00
(1) M2: WORK FORCE-WYANDOTTE		7,957.75
(1) M3: DIST CT RIVERVIEW CASES		33,098.50
(1) M6: WORK FORCE-RIVERVIEW		2,549.00
(1) M7: COURT TECHNOLOGY WYANDOTT		2,891.00
(1) M9: COURT DRUG TESTING FEES		1,986.25
(4) RE: RECEIPTS-MISCELLANEOUS		61.00
(1) XV: A/R ANN ARBOR COL-RESCUE		935.99

TOTAL - ALL RECEIPT ITEMS: 119,096.59

User: ktrudell

Post Date from 10/15/2015 - 10/16/2015 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstin	Received Of Distribution	Amount	
O RE 336967	10/15/2015	ktrudell	F2	REHMANN CORPORATE INVESTIGATIVE SERV 101-000-655-040	10.00 CITY CHECK 4517	
FIRE REPORT #15-464 REC# 557933						
O RE 336968	10/16/2015	ktrudell	F2	NEXIS-NEXIS 101-000-655-040	10.00 CITY CHECK 547944501	
FIRE REPORT #15-464 REC# 557934						
O RE 336970	10/16/2015	ktrudell	F2	RONALD B RICH & ASSOCIATES 101-000-655-040	35.00 CITY CHECK 106124	
GARNISHMENT-MILLER REC# 557935						
O RE 336972	10/16/2015	ktrudell	F2	WEBER & OLCESE PLC 101-000-655-040	6.00 CITY CHECK 634048	
GARNISHMENT-GALATI REC# 557936						
O XV 336973	10/16/2015	ktrudell	F2	ANN ARBOR CREDIT BUREAU 101-000-041-024	935.99 CITY CHECK 016452	
SEPT 2015 RESCUE COLLECTIONS REC# 557937						
O M1 M3 M2 M6 M7 M9 AS AW 336977	10/16/2015	ktrudell	F2	27TH DIST COURT 101-000-650-010 101-000-650-012 101-000-650-011 101-000-650-017 101-000-650-018 101-000-650-020 101-000-650-021 101-000-650-024	FINES DIST COURT WYAN DIST CT RIVERVIEW CASES WORK FORCE-WYANDOTTE WORK FORCE-RIVERVIEW COURT TECHNOLOGY WYANDOTT COURT DRUG TESTING FEES COURT SCREENING ASSESSMEN CHEMICAL AWARENESS	61,122.00 33,098.50 7,957.75 2,549.00 2,891.00 1,986.25 5,081.00 2,470.00
					117,155.50 CITY CHECK 8321	
SEPT 2015 REC# 557938						
O 7R 336978	10/16/2015	ktrudell	F2	MUNICIPAL SERVICE 732-000-670-010	944.10 CITY CHECK 87960	
QUARTERLY MEDICARE PART B-MUN SERV RETIREFS REC#557939						
Total of 7 Receipts					119,096.59	

**BUILDING CODE BOARD OF APPEALS**

**October 5, 2015**

A meeting of the Building Code Board of Appeals, City of Wyandotte was called to order by Chairman Carley at 5:00 p.m., in the Engineering Department Meeting Room at City Hall, 3200 Biddle Avenue, Suite 200, Wyandotte, Michigan.

**MEMBERS PRESENT:** Badalamenti  
Carley  
Johnson  
Parker  
Zanley

**MEMBERS ABSENT:** Butch  
Havlicsek

**ALSO PRESENT:** Sheila Johnson, Secretary  
Larry D'Aguanno, Cassino Construction, Appellant  
Kathy Suiter, Owner

---

**Appeal #611 – Granted.**

**The proposed would not substantially impair the intent and/or purpose of the Ordinance.**

Cassino Construction (Applicant) and Kathy Suiter (Owner) has appealed to the Building Board of Appeals of the City of Wyandotte for permission to obtain a variance to install a 24" deep foundation at 1815 Dee, Wyandotte MI (see file for legal description) in a RA zoning district, where the proposed conflicts with In accordance with Section R-403.1.4.1 Frost Protection of the Michigan Building Code as follows:

**Section R-403.1.4.1 Frost Protection**

Requires a 42" deep foundation for an accessory building in excess of 600 sft.  
Proposed 192 sft. attached covered porch to existing garage of 576 sft results in an accessory building of 768 sft.

This would require a 12" x 42" deep foundation around the perimeter where as a 24" deep foundation exist for the existing garage and proposed covered porch attached to the garage.

Appellant is requesting a variance to install a 24" deep foundation.

---

Motion was made by Member Johnson, supported by Member Badalamenti to grant this appeal.

Yes: Badalamenti, Carley, Johnson, Parker, Zanley  
No: Butch, Havlicsek  
Abstain: None  
Absent: None

Motion passed.

---

**APPEAL #611**

Chairman Carley read the appeal and asked that it be explained.

Mr. D'Aguanno explained that he constructed the garage in 1998 with a 4" x 24" ratwall and had talked to the Building Inspector that this addition was only going to be for a sitting patio area for the homeowner. Mr. D'Aguanno stated he felt to put in a 42" footing would be an over kill and quite costly for the homeowner.

Member Badalamenti asked Mr. D'Aguanno if he planned to pin it.

Mr. D'Aguanno stated yes.

The Members all agreed that since it was being pinned, they had no problem granting the variance.

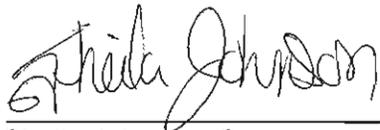
Zero (0) communications were received for this appeal.

---

Other Business:

None at this time.

The meeting adjourned at 5:10 p.m.



Sheila Johnson, Secretary

**BUILDING CODE BOARD OF APPEALS  
Wyandotte, Michigan**

**RESOLUTION**

Wyandotte, Michigan October 5, 2015

RESOLUTION BY MEMBER Johnson

RESOLVED BY THE BUILDING CODE BOARD OF APPEALS OF THE CITY OF WYANDOTTE,

That APPEAL NO. #611 by Cassino Construction (Appellant) and Kathy Suiter (Owner)

To  APPROVE \_\_\_ DENY appeal for a variance to R-403.1.4.1 Frost Protection of the Michigan Building Code at 1815 Dee, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Member: David Johnson

Supported by Member: Eric Badalamenti

Yeas ---- Members ---- Nays

Badalamenti

Butch ABSENT

Carley

Havlicsek ABSENT

Johnson

Parker

Zanley

10-05-15  
OCT 05 2015

## ***CITY OF WYANDOTTE FIRE COMMISSION MEETING***

The Fire Commission meeting was held in the 2<sup>nd</sup> Floor Conference Room at Police Headquarters on Tuesday, September 8, 2015. Commissioner Harris called the meeting to order at 6:00 p.m.

### **ROLL CALL:**

Present:	Commissioner Harris Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt
Absent:	Commissioner Izzo

### **READING OF JOURNAL**

Motioned by Commissioner Melzer, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on August 25, 2015. Motion carried unanimously.

### **UNFINISHED BUSINESS**

### **COMMUNICATIONS**

- Request from Wyandotte Fire Fighters – Local 356 requesting permission to hold “Pancake Breakfast/Open House”*  
Commissioner Melzer motioned to approve request, supported by Commissioner Harris.  
Motion carried.

### **DEPARTMENTAL**

- Wyandotte Fire Department Monthly Report “August 2015”*  
Chief Carley stated that for the month there were a total of 210 rescue runs and that \$98,756.50 was billed out. Of those runs there were 11 mutual aids given and 3 received. Chief also stated average response time of 3:33 minutes. Commissioner Melzer motioned to receive report and place on file, supported by Commissioner Harris. Motion carried.

2. *Department bills submitted August 27, 2015 in the amount of \$5,235.19*

Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Harris. Roll call; motion carried.

3. *Daily Reports*

Commissioner Melzer motioned to receive and place on file reports; supported by Commissioner Harris. Motion carried.

**LATE ITEM**

Chief Carley requested to cancel next meeting on Tuesday, September 22, 2015 as he will be unavailable. Commissioner Melzer motioned to accept request and cancel next scheduled meeting, supported by Commissioner Harris. Motion carried.

**ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:12 p.m.

Respectfully submitted,

Michael Izzo  
Secretary

MI/lm



SEP 10 11 34 AM '15  
FIRE COMMISSION

**SHOW CAUSE HEARING**  
OPPORTUNITY TO SHOW CAUSE  
WHY THE STRUCTURE AT 2250 7<sup>th</sup> STREET SHOULD NOT BE REMOVED  
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE

NOTE: Communication from Joe DiSanto regarding purchase of 2250 7<sup>th</sup> St. property

Coachlight Properties, LLC  
2289 7<sup>th</sup> Street  
Wyandotte, Michigan 48192  
(734) 341-4873  
[jdisanto@sbcglobal.net](mailto:jdisanto@sbcglobal.net)

---

October 8, 2015

Honorable Mayor Peterson and  
Honorable City Council  
3200 Biddle Ave  
Wyandotte, Michigan 48192

Re: Show Cause – 2250 7<sup>th</sup> Street, Wyandotte, Mi

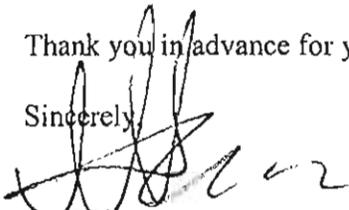
Dear Honorable Mayor and Council,

On October 8, 2015, I was notified by Mr. Tony Cavalli, of the Wayne County Treasurer's Office, that the City will be conducting a Show Cause hearing for the property known as 2250 7<sup>th</sup> Street, Wyandotte. On September 24, 2015, my company was the successful bidder of said property at the County tax auction. I was unaware of any pending issues with the city. My intention is to rehab the property and remarket it for sale upon completion of the renovations. Attached you will find a summary of the proposed improvements. The taxes have been brought current by my company and the auction price has been paid in full by my company. I anticipate having a deed from the county within the next twenty days.

I respectfully request that you immediately cease any further hearings, or consideration of demolition, and allow my company to renovate the home. I will be in attendance at the meeting on Monday, October, 12, 2015 to answer any questions that you may have. In addition, I have submitted the communication which I received from the County along with proof of payment.

Thank you in advance for your consideration.

Sincerely,



Joe DiSanto  
Coachlight Properties, LLC

Coachlight Properties, LLC  
2289 7<sup>th</sup> Street  
Wyandotte, Michigan 48192  
(734) 341-4873  
[jdisanto@sbcglobal.net](mailto:jdisanto@sbcglobal.net)

---

**Proposed Renovation Improvements:**

Exterior Improvements:

Convert existing two family to a single family dwelling  
Secure structure  
Remove rear ramp  
Remove rear stair case that serviced non-conforming two family  
Remove all debris and overgrown trees and vegetation  
Remove make shift porch on garage  
Replace garage roof  
Paint garage  
Repair or replace garage doors  
Remove upper level door and replace with window  
Paint exterior of home

Interior Improvements:

Remove and replace all flooring  
Paint entire home  
Completely renovate kitchen  
Completely renovate bathroom  
Update Electrical, Mechanical and Plumbing

Estimated cost to renovate: \$ 55,000.00

Search Search Mail Search Web Home Gluseppe

Compose

Delete Move Spam More Collapse All

30% (1/1)

- Inbox
- Drafts
- Sent
- Spam
- Trash
- Smart Views
  - Important
  - Unread
  - Starred
  - People
  - Social
  - Travel
  - Shopping
  - Finance
- Folders

Auction Parcel (2)

Tony Cavalli <ACAVALLI@waynecounty.com> Today at 9:51 AM  
To jdisanto@sbcglobal.net

Mr. DiSanto,

The attached document was forwarded to me from our attorneys regarding the parcel you purchased at our September auction. There will be a hearing in front of the City Council on Monday, October 12, 2015 at 7:00pm and if you wish to save the structure, you should show up with your purchase information from our auction and a plan to present to them asking that the parcel be removed from their demolition list.

DOC100615.pdf View Download

Reply Reply to All Forward More

Joe DiSanto <jdisanto@sbcglobal.net> Today at 10:22 AM  
To Tony Cavalli

Thank you for the info, I will visit the city today.

Joe

Sent from my Verizon Wireless 4G LTE DROID

Thank you for the info, I will visit the city today.

Joe

Sent from my Verizon Wireless 4G LTE DROID

Tony Cavalli <ACAVALLI@waynecounty.com> wrote:

Mr. DiSanto,

The attached document was forwarded to me from our attorneys regarding the parcel you purchased at our September auction. There will be a hearing in front of the City Council on Monday, October 12, 2015 at 7:00pm and if you wish to save the structure, you should show up with your purchase information from our auction and a plan to present to them asking that the parcel be removed from their demolition list.

Reply Reply to All Forward More

Delta 1013210 Foundations Monitor 13 Series Single F...

100% (1/1)

\$122.42

Shop

30% (1/1)

Delta 2520i 1-Hd Classic Centeret Bathroom Fauc...

Recent

(1)



RAYMOND J. WOJTOWICZ, Wayne County Treasurer  
**PTA** Property Tax Administration System

Functions:



User: JGHANNAM



Menu

Parcel Inquiry

Parcel Comments

User Maintenance

Help

Sign Out

**PTA256 Auction Inquiry**

Parcel Identifier: 57013180016302 Bidder Address: 2289 7th Street  
 Bidder Number: 14012758 Wyandotte MI, 48192  
 Bidder Name: Giuseppe M DiSanto

Sale Unit No.	Final Bid Amount	Est. Summer Tax	Sale Date	Balance Due	Receipt No.	Transaction Date	Amount Paid	Sale - Receipt Status
150927708	\$16,500.00	\$1,804.00	9/24/2015	\$0.00	180-2015-3004	9/28/2015	\$18,304.00	Sold - Validated

© Copyright: Wayne County, Michigan.



RAYMOND J. WOJTOWICZ, Wayne County Treasurer  
**PTA Property Tax Administration System**

Functions:



User: SWILSON3



Menu Parcel Inquiry User Maintenance Help Sign Out  
**PTA280 Special Lookup**

Municipality: 57 Parcel ID: 57013180016302

**No Print Mist** **No Print Sch**

**RAYMOND J. WOJTOWICZ**  
 © Copyright, Wayne County, Michigan  
 WAYNE COUNTY TREASURER  
 400 Monroe - 5th Floor  
 Detroit MI 48226-2942



Make checks payable to:

Raymond J. Wojtowicz  
 Wayne County Treasurer

Taxpayer Information:  
 (313) 224-5990

Office Hours:  
 8:00 a.m. - 4:30 p.m.  
 Monday through Friday

Mailing Address: Oaks, Dallas  
 2250 7TH  
 WYANDOTTE MI 48192

## Foreclosed Property Tax Statement

Number: 2015 - 352299

Date: 10/02/2015



57-57013180016302



8559961

**Wyandotte Real Property Description:**

Parcel ID: 57013180016302 SEV Amt: \$23,400 - 2014  
 Address: 2250 7th PRE: 100%  
 Wyandotte, MI 48192

Legal Description: 02872.2 2873 LOT 16 EXC THE S 25.00 FT THEREOF ALSO LOT 17 MOE'S SUB - E'LY T3S R11E L24 P84 WCR

Tax Year	Tax Amt	Total	Status Description
2011	\$1,387.61	\$2,574.93	FORFEITED REAL PROPERTY TAX/CERTIFIED FUNDS REQUIRED
2012	\$1,292.78	\$2,262.02	FORFEITED REAL PROPERTY TAX/CERTIFIED FUNDS REQUIRED
2013	\$2,299.31	\$3,301.07	FORFEITED REAL PROPERTY TAX/CERTIFIED FUNDS REQUIRED
2014	\$1,922.99	\$2,153.75	DELINQUENT REAL PROPERTY TAX

**Total: \$6,902.69 \$10,291.77** If this property is not foreclosed and is available for payment the amounts presented here are good on or before 10/31/2015.  
 By providing these figures this office does not represent that this property can be redeemed or reclaimed.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR

*Keinsp. 9/15/15  
by Claude*

OB-18-0016-302



MA  
Joseph R. P

COU  
Sheri Sutherby  
Daniel E. C  
Ted Mict  
Leonard T. S  
Donald C. S  
Lawrence I

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

March 12, 2015

Mr. Dallas Oaks  
2250 7<sup>th</sup> Street  
Wyandotte, MI 48192

*5/13/15  
ACCUMULATION IN REAR YARD AND AROUND  
RAMP AND REAR PORCH NOT FIRST CLASS N  
ABATED. VIOLATIONS NOT COLLECTED.*

RE: Property Maintenance Complaint at 2250 7TH

*GARY ELLISON - PLEASE ABATE  
ACCUMULATION IN REAR YARD  
AROUND AND UPON RAMP AND  
REAR PORCH/DECK AREAS,  
JAM 5/13/15*

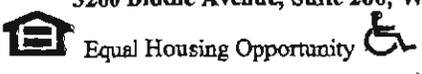
Dear Mr. Oaks:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection on March 12, 2015, verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

Dwelling:

- ✓ Front porch requires repair  
INSPECTOR COMMENTS: Porch paint peeling, requires re-painting. *No Yes 9/15/15*
- ✓ Siding requires replace permit required  
INSPECTOR COMMENTS: Wood shake siding requires proper surface coating. *Yes No*
- ✓ Doors require repair  
INSPECTOR COMMENTS: Paint front door. *No*
- ✓ Gutters / conductors require repair / replace / paint / downspouts disconnected *No*  
INSPECTOR COMMENTS: Repair and realign gutters.
- ✓ Foundation requires tuck-point / paint *OK*  
INSPECTOR COMMENTS: Paint.
- ✓ Windows require repair  
INSPECTOR COMMENTS: Paint and re-glaze basement windows. *No*

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-324-4535 email: engineering1@wyan.org



An Equal Opportunity Employer

Garage:

✓ Service / overhead door requires repair / replace / paint  
INSPECTOR COMMENTS: Repair and paint doors.

NO

✓ Siding requires repair / replace / paint / permit required

INSPECTOR COMMENTS: Pieces of siding missing in rear. Gutters require repair.

~~NO~~ NO

✓ Window requires repair / replace / paint / reglaze / permit required

INSPECTOR COMMENTS: Repair and paint windows.

NO

See 9/15/15

✓ Roof requires repair / replace/permit required/ snow covered\*

INSPECTOR COMMENTS: Replace-deteriorated.

NO

Required to be free from rubbish or garbage

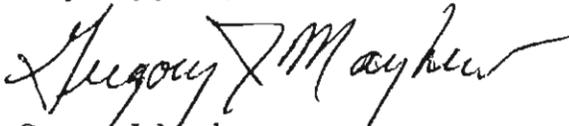
OK

INSPECTOR COMMENTS: Accumulation of miscellaneous debris on north side of garage.

Failure to correct the cited property maintenance violations by May 13, 2015 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558, or by email at gmayhew@wyan.org.

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

**PRESENT:** Mark A. Kowalewski, City Engineer  
Lou Parker, Hearing Officer  
Greg Mayhew, Assistant City Engineer  
Peggy Green, Secretary

The Hearing was called to order at 8:30 a.m. by Greg Mayhew, Assistant City Engineer. The owner or representative did not appear at the hearing.

Mr. Parker stated that he drove by the property on June 30, 2015, and nothing has been complied with, the same conditions exist.

Mr. Mayhew stated that taxes have not been paid since Winter 2010, and there has not been any utilities since March 2011. Mr. Mayhew continued that it is a small lot (30x103), and the SEV is \$25,100.

Mr. Mayhew stated that a title search was performed and only Dallos Oaks and the County appeared on it.

Mr. Mayhew stated that the garage is in bad shape, the ramp in the rear of the home is deteriorated, and rats and other animals have been seen.

Mr. Parker stated that all property maintenance violations (attached) be completed by September 1, 2015, or the matter will be referred to City Council for demolition.

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**MARK A. KOWALEWSKI, P.E.**  
CITY ENGINEER

**MAYO**  
Joseph R. Peters

**COUNCIL**  
Sheri Sutherby Friel  
Daniel E. Gales  
Ted Miclura, J  
Leonard T. Sabud  
Donald C. Schult  
Lawrence S. Ste

March 12, 2015

Mr. Dallos Oaks  
2250 7<sup>th</sup> Street  
Wyandotte, Michigan 48192

RE: 2250 7<sup>th</sup> Street  
Wyandotte, Michigan

Dear Mr. Oaks;

A complaint had been received by the City of Wyandotte Department of Engineering and Building regarding the condition of the referenced property. A site inspection was performed March 12, 2015, which revealed that there are violations of the City of Wyandotte Property Maintenance Code as noted on the attached Property Maintenance letter.

A check of the records at the Wyandotte Department of Municipal Services indicates that very little electric and no water usage since August of 2011, indicating that the property has been vacant for over six (6) months.

Due to the lack of maintenance of the property at 2250 7<sup>th</sup> Street as noted by the attached letter, and the lack of occupancy, the undersigned deems the dwelling to be unsafe and dangerous.

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

Section PM-110 Demolition:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

Section PM-202.0 General Definitions:

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

- A. The building or structure is damaged by fire, wind, or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- B. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the occupational code, Act. No. 299 of the Public Acts of 1980, being sections 339.2501 to 339.2515 of the Michigan Compiled Laws. For purpose of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:
- (i) A building or structure as to which the owner or agent does both of the following:
    - (a) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.
    - (b) Maintains the exterior of the building or structure and adjoining grounds in accordance with the BOCA National Property Maintenance Code 1990 and amendments adopted by the City of Wyandotte.
  - (ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this sub paragraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this sub paragraph "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home, that is occupied by the owner or a member of the owner's family during part of a year.

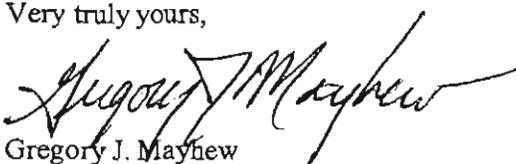
You are hereby directed to correct the noted violations, maintain the exterior of the property, occupy and/or list the structure with a real estate broker in accordance with Section PM-202.0 referenced above. Should you elect to rent or sell this property, an Upon Sale or Rental Inspection is required according to the City of Wyandotte Code of Ordinances Sec. 19-5 and 31.1-11. The inspection and fee can be arranged and paid for at City Hall in the Department of Engineering and Building.

**Failure to correct the cited violations, maintain and occupy the structure by May 12, 2015, will result in this Department proceeding with Section PM-107.3 Disregard of notice, of the Property Maintenance Code, at which time a hearing date will be set to determine whether or not the structures should be demolished, and tickets will be issued as per Section PM-106.0 Violations. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing.**

**Further, in accordance with Article VII "Abandoned Residential Structure", of Chapter 7 "Building and Building Regulations" of the City of Wyandotte's Code of Ordinances, this dwelling is deemed to be an abandoned residential structure. Therefore you must register the property in accordance with Sec. 7-76. Registration of the Ordinance. Failure to do so by July 15, 2013, will subjected you to the violations and penalties as set forth in Sec. 7-83 of the Ordinance.**

Thank you for your cooperation in this matter. If you have any questions, please feel free to contact the undersigned at (734) 324-4558, or by email at gmayhew@wyan.org.

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

013-18-0016-302

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYO**  
Joseph R. Peters

**COUNCIL**  
Sheri Sutherby Friel  
Daniel E. Gales  
Ted Miciura, J  
Leonard T. Sabuc  
Donald C. Schulz  
Lawrence S. St

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

March 12, 2015

Mr. Dallas Oaks  
2250 7<sup>th</sup> Street  
Wyandotte, MI 48192

5/13/15

ACCUMULATION IN REAR YARD AND AROUND  
RAMP AND REAR PORCH NOT FIRST CLASS MAJ  
ABATED. VIOLATIONS NOT CORRECTED

GARY ELLISON - PLEASE ABATE  
ACCUMULATION IN REAR YARD,  
GROUND AND UPON RAMP AND  
REAR PORCH/DECK AREAS.

JAM 5/13/15

**RE: Property Maintenance Complaint at 2250 7TH**

Dear Mr. Oaks:

The City of Wyandotte Department of Engineering and Building has received a complaint regarding the condition of your building. A field inspection on March 12, 2015, verified that your building is in violation of the Wyandotte Property Maintenance Ordinance. See the violations below:

Dwelling:

✓ Front porch requires repair

INSPECTOR COMMENTS: Porch paint peeling, requires re-painting.

✓ Siding requires replace permit required

INSPECTOR COMMENTS: Wood shake siding requires proper surface coating.

✓ Doors require repair

INSPECTOR COMMENTS: Paint front door.

✓ Gutters / conductors require repair / replace / paint / downspouts disconnected

INSPECTOR COMMENTS: Repair and realign gutters.

✓ Foundation requires tuck-point / paint

INSPECTOR COMMENTS: Paint.

✓ Windows require repair

INSPECTOR COMMENTS: Paint and re-glaze basement windows.

3200 Biddle Avenue, Suite 200, Wyandotte, Michigan 48192 734-324-4551 • Fax 734-324-4535 email: engineering1@wyan.org



Equal Housing Opportunity



An Equal Opportunity Employer

Garage:

✓ Service / overhead door requires repair / replace / paint

INSPECTOR COMMENTS: Repair and paint doors.

✓ Siding requires repair / replace / paint / permit required

INSPECTOR COMMENTS: Pieces of siding missing in rear. Gutters require repair.

✓ Window requires repair / replace / paint / reglaze / permit required

INSPECTOR COMMENTS: Repair and paint windows.

✓ Roof requires repair / replace/permit required/ snow covered\*

INSPECTOR COMMENTS: Replace-deteriorated.

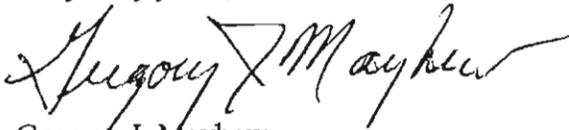
Required to be free from rubbish or garbage

INSPECTOR COMMENTS: Accumulation of miscellaneous debris on north side of garage.

Failure to correct the cited property maintenance violations by May 13, 2015 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4558, or by email at [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,



Gregory J. Mayhew  
Assistant City Engineer

NOTE: This search must be paid in full upon time of delivery



# Minnesota Title Agency

Main Office-Title Dept.  
32500 Schoolcraft Road  
Livonia, MI 48150

(734) 421-4000  
Fax (734) 421-0047

Allen Park Office-Escrow Dept.  
7326 Allen Road  
Allen Park, MI 48101

(313) 381-6313  
Fax (313) 381-7901

## TITLE SEARCH CERTIFICATE

File No: **345220**

Page 1

Statement furnished to: City of Wyandotte  
Certified to: April 20, 2015 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI 48192

Lot 16 except the South 25.00 feet thereof also Lot 17 also described as North 5 feet of Lot 16 and all of Lot 17, Moe's Subdivision, as recorded in Liber 24, Page(s) 84 of Plats, Wayne County Records.

2250 7th Street

---

We have examined the records of the Register of Deeds Office for Wayne County, Michigan, and find there are no conveyances, liens or encumbrances affecting the above described property recorded from July 7, 1976 at 8:00 A.M. to April 20, 2015 at 8:00 A.M. except the following:

Last Deed Holder of record: Dallas W. Oaks, as to North 5 feet of Lot 16 and Dallas W. Oaks and Audrey Oaks, husband and wife, as to all of Lot 17

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 50699, Page 425, Wayne County Records.

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 51473, Page 802, Wayne County Records.

Subject to a Certificate(s) of Forfeiture of Real Property for non-payment of taxes filed against subject property, as recited in Liber 52159, Page 305, Wayne County Records.

TAXES: Item No(s). 57-013-18-0016-302

2011 Combined due \$1,387.61 plus interest and penalty, if any

2012 Combined due \$1,292.78 plus interest and penalty, if any

2013 Combined due \$2,299.31 plus interest and penalty, if any

2014 City due \$1,612.40 (includes \$600.00 outside service) plus interest and penalty, if any

2014 County due \$246.09 plus interest and penalty, if any

ASSESSMENTS: Outside Service due \$200.00 plus interest, if any.

Subject to taxes or assessments not shown as existing liens by public records, but which may have a retroactive lien date imposed by operation of law.

---

In consideration of the reduced rate at which this Certificate is furnished it is understood that the information contained herein is only such as may be obtained in the office of the Register of Deed in Wayne County and the liability is limited to the amount of premium paid for said search.

MINNESOTA TITLE AGENCY

*Michael A. Cuschieri*

**WAYNE COUNTY TREASURER  
CERTIFICATE OF FORFEITURE OF REAL PROPERTY**

I hereby certify that on March 1, 2015 the following real property was forfeited to the Wayne County Treasurer for NON PAYMENT OF REAL PROPERTY TAX YEAR 2013.

This property will be titled absolutely in the name of Wayne County Treasurer if not redeemed on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under MCL 211.78k, or in a contested case, 21 days after the entry of a judgment foreclosing the property under MCL211.78k.

Taxpayer's Name and Address: DALLAS W OAKS  
2250 7TH  
WYANDOTTE, MI 48192

Property located in the CITY OF WYANDOTTE, WAYNE COUNTY, MI 48192  
Property ID No: 57013180016302

Property Description:  
02872.2 2873 LOT 17 AND LOT 16 EXC THE S 25.00 FT MOES SUB L24 P84 WCR

Commonly known as: 2250 7TH, WYANDOTTE

Dated this Day 03/23/2015



*Raymond J. Wojtowicz*

Raymond J. Wojtowicz

Wayne County Treasurer

**WAYNE COUNTY TREASURER  
CERTIFICATE OF FORFEITURE OF REAL PROPERTY**

I hereby certify that on, March 1, 2014 the following real property was forfeited to the Wayne County Treasurer for NON PAYMENT OF REAL PROPERTY TAX YEAR 2012.

This property will be titled absolutely in the name of Wayne County Treasurer if not redeemed on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under MCL 211.78k, or in a contested case, 21 days after the entry of a judgment foreclosing the property under MCL211.78k.

Taxpayer's Name and Address: DALLAS W OAKS  
2250 7TH  
WYANDOTTE, MI 48192

Property located in the CITY OF WYANDOTTE, WAYNE COUNTY, MI 48192  
Property ID No: 57013180016302

Property Description:  
02872.2 2873 LOT 17 AND LOT 16 EXC THE S 25.00 FT MOES SUB L24 P84 WCR

Commonly known as: 2250 7TH, WYANDOTTE

Dated this Day 4/11/2014



*Raymond J. Wojtowicz*

Raymond J. Wojtowicz

Wayne County Treasurer

**WAYNE COUNTY TREASURER  
CERTIFICATE OF FORFEITURE OF REAL PROPERTY**

I hereby certify that on, March 1, 2013 the following real property was forfeited to the Wayne County Treasurer for NON PAYMENT OF REAL PROPERTY TAX YEAR 2011.

This property will be titled absolutely in the name of Wayne County Treasurer if not redeemed on or before the March 31 immediately succeeding the entry in an uncontested case of a judgment foreclosing the property under MCL 211.78k, or in a contested case, 21 days after the entry of a judgment foreclosing the property under MCL211.78k.

Taxpayer's Name and Address: **DALLAS OAKS  
2260 7TH  
WYANDOTTE, MI 48192**

Property located in the **CITY OF WYANDOTTE, WAYNE COUNTY, MI 48192**

Property ID No: **57013180016302**

**Property Description:**

**02872.2 2873 LOT 17 AND LOT 16 EXC THE S 25.00 FT MOES SUB L24 P84 WCR**

Commonly known as: **2260 7TH, WYANDOTTE**

Dated this Day **4/9/2013**



*Raymond J. Wojtowicz*

**Raymond J. Wojtowicz**

Wayne County Treasurer

91067309

11 25 13 PM 557

QUIT CLAIM DEED Statutory Form For Individuals

QUIT CLAIM DEED

The Grantor(s) DALLAS W. OAKS and AUDREY OAKS, Husband and Wife whose address is 2250 7th, Wyandotte MI 48192-0000

Quit Claim(s) to: DALLAS OAKS and AUDREY OAKS and JAMES ALLEN OAKS, As Joint Tenants with Rights of Survivorship whose address is 2250 7th, Wyandotte MI 48192-0000

Land in the City of Wyandotte, County of Wayne, State of Michigan, more fully described as:

Lot 17 of Moe's Subdivision of the easterly 498 feet of Block 8, of J.M. Welch's Subdivision of part of the Eureka Iron and Steel Works Subdivision, of part of Sec. 29, T. 3, S. R. 11 E. West of D. M. & T. R. R., according to the Plat thereof as recorded in Liber 24, Page 84, of Plats, Wayne County Records.

Commonly known as: 2250 - 7th Street, Wyandotte, Michigan Subject to Building and Use Restrictions of Record

for the sum of \$1.00; Transfer Tax Exempt MCLA 207.505(a)

Dated:

Signed and Delivered in Presence of:

Sheryl S...  
Sheryl S...  
Dennis A...  
Dennis A...

Dallas W. Oaks  
DALLAS W. OAKS  
Audrey Oaks  
AUDREY OAKS

91067309  
FOREST E. YOUNGER, JR.  
REGISTER OF DEEDS  
WAYNE COUNTY, MI  
MAY 10 PM 1:10

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this 7th day of May, 1991, before me personally appeared the above described person(s) DALLAS W. OAKS and AUDREY OAKS, husband and wife, who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Dennis A...  
Notary Public

Instrument drafted by UAW Ford Legal Services Plan, Kurt Olson, P38381, 20600 Eureka, Ste 600, Taylor, MI 48180 Return to and send subsequent tax bills to: DALLAS OAKS Tax Parcel # Recording Fee \$13.00 Transfer Tax: Exempt

NO REVENUE ATTACHED

Be  
117

01010190 JAN 26 2001

LI-38116 Pa-2  
203283938 3/21/2003  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

MAR 2 1 2003

1000000

STATE OF MICHIGAN



REAL ESTATE TRANSFER TAX

WAYNE COUNTY  
FEBRUARY 8, 2001  
RECEIPT #256680

\$ 1.65-C0  
\$ 11.25-BT  
STAMP #180282875

WARRANTY DEED, Statutory Form for Individuals

WARRANTY DEED

THE GRANTOR KENNETH HAGEN, A Single Man, whose address is 2264 Seventh Street, Wyandotte Michigan, 48192 Conveys and Warrants to: DALLAS W. OAKS,

whose address is: 2250 Seventh, Wyandotte, Michigan 48192

Land in the City of Wyandotte, County of Wayne, State of Michigan, more fully described as:

North 5 feet of Lot 16 Moc's Subdivision,  
City of Wyandotte, Wayne County  
Michigan. As recorded in Liber 24, Page  
84 of Plats, Wayne County Records.

More Commonly Known as: A Portion Of 2264  
Seventh Street, To Be Combined With 2250  
Seventh Street

for the sum of: One Thousand Two Hundred Dollars And Zero Cents (\$1,200.00)

subject to easements and building and use restrictions and zoning ordinances of record.

Dated: 4/6/99

Signed and Delivered in Presence of:

Lisa E. Burns  
LISA E. BURNS

Kenneth Hagen  
KENNETH HAGEN

Scott Galloway  
SCOTT GALLOWAY

This is to certify that taxes and no-tax liens or titles  
on this property and that taxes are paid for FIVE YEARS  
previous to date of this instrument EXCEPT

No. 2482 Date JAN 22 2001  
Wayne County Register of Deeds

REV 12 90  
WID2 PROS

01-22-2001 33CL8482

DEED'S

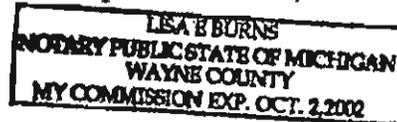
4.00

UAW Legal Service

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this sixth day of April, 1999, before me personally appeared KENNETH HAGEN who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Lisa Burns  
Notary Public, Wayne County,  
Michigan  
My Commission Expires: October 2, 2002



Tax Parcel Number: WYD77 57 013-18-0017-000  
Recording Fee: \$20.00  
Transfer Tax: \$ 13.50

Return to and send subsequent tax bills to:  
DALLAS W. OAKS, 2250 SEVENTH STREET, WYANDOTTE, MI 48192

Instrument drafted by: SCOTT GALLOWAY, P51545  
UAW-FORD LEGAL SERVICES PLAN  
20600 Eureka, Suite 620, Taylor, Michigan 48180

8385-M

92141655

QUIT CLAIM DEED Statutory Form For Individuals **112556475**

**QUIT CLAIM DEED**

The Grantor(s) DALLAS W. OAKS and AUDREY OAKS <sup>his wife</sup> and JAMES ALLEN OAKS whose address is 2250 7th Street, Wyandotte, Michigan

a married man, as joint tenants with full rights of survivorship  
Quit Claim(s) to: DALLAS W. OAKS and AUDREY OAKS, husband and wife, whose address is 2250 7th Street, Wyandotte, Michigan

Land in the City of Wyandotte, County of Wayne, State of Michigan, more fully described as:

Lot 17 of Mos's Subdivision of the easterly 498 feet of Block B, of J.M. Welch's Subdivision of part of the Eureka Iron and Steel Works Subdivision, of part of Sec. 29, T. 3, S. R. 11 E. West of D. M. & T. R. R., according to the Plat thereof as recorded in Liber 24, Page 84, of Plats, Wayne County Records.

Commonly known as: 2250 7th Street, Wyandotte, Michigan  
Subject to Building and Use Restrictions of Record

for the sum of  
Except pursuant to MCLA 207.505(1)

Dated: 6-10-92

Signed and Delivered in Presence of:

Sheryl K. Lott  
Sheryl K. Lott  
Steven J. Williams  
Steven J. Williams

Dallas W. Oaks  
DALLAS W. OAKS  
Audrey Oaks  
AUDREY OAKS  
James Allen Oaks  
JAMES ALLEN OAKS

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this 10 day of June, 1992, before us personally appeared the above described person(s) DALLAS W. OAKS, AUDREY OAKS and JAMES ALLEN OAKS who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Sheryl K. Lott  
Notary Public Sheryl K. Lott

SHERYL M. LOTT  
Notary Public, Wayne County, MI  
My Commission Expires Sept. 1, 1998

Instrument drafted by UAM Ford Legal Services Plan,  
Steven J. Williams, P41766, 20600 Eureka, Ste 620, Taylor, MI 48180  
Return to and send subsequent tax bills to: DALLAS W. OAKS  
Tax Parcel # \_\_\_\_\_ Recording Fee \$13.00  
Transfer Tax: \_\_\_\_\_

Return to Grantor

Arillo  
ML

92141655

92 JUN 30 AM 11:35  
FOREST E. YOUNGBL 000  
REGISTER OF DEEDS  
WAYNE COUNTY, MI

**RESOLUTION**

DATE: 10/19/2015

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

RESOLVED BY THE CITY COUNCIL that a hearing was held on the 19<sup>th</sup> day of October, 2015, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 2250 7<sup>th</sup> Street, Wyandotte should not be demolished, removed or otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered all report dated March 12, 2015, Show Cause Hearing minutes dated July 1, 2015, and recommendations received by the City Council from the City Engineering’s Office and the Hearing Officer and all other facts and considerations were brought to their attention at said hearing and at previously held Council meetings; AND

BE IT RESOLVED that the City Council hereby directs that said dwelling located at 2250 7<sup>th</sup> Street, Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.

I Move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	<b>Fricke</b>	_____
_____	<b>Galeski</b>	_____
_____	<b>Miciura</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____
_____	<b>VanBoxell</b>	_____

**SHOW CAUSE HEARING**  
OPPORTUNITY TO SHOW CAUSE  
WHY THE FOUNDATION AT OAK & 2<sup>ND</sup> STREETS (S.W. CORNER)  
SHOULD NOT BE REMOVED  
IN ACCORDANCE WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE

NOTE: Hold in abeyance until December 7, 2015 per Planning Commission (documentation forthcoming)

**PRESENT:** Mark A. Kowalewski, City Engineer  
Greg Mayhew, Assistant City Engineer  
Paul Zulewski, Prospective Purchaser  
Peggy Green, Secretary

The meeting was called to order at 11:00 a.m., by Mark Kowalewski, City Engineer.

Mr. Kowalewski asked Mr. Zulewski if he was the only owner. Mr. Zulewski replied that he is under contract to purchase the property and has until January 10, 2015, his inspection period, to make a decision. Mr. Kowalewski asked if he agrees to that date, what is the time frame for closing. Mr. Zulewski replied 45 days.

Mr. Kowalewski asked if he would be the only name on the purchase agreement. Mr. Zulewski replied yes.

Mr. Kowalewski asked what he would be doing with the property. Mr. Zulewski replied that he would construct and finish the four (4) east units, not sure yet about what he will do with the back part of the property. He will sell or rent the units, whatever the market calls for.

Mr. Kowalewski asked about Mr. Zulewski's background. Mr. Zulewski said he is Source Realty and purchases foreclosures. He has purchased other foreclosed condominium projects, and they have been successful.

Mr. Kowalewski asked if he would be building where the foundation is now. Mr. Zulewski replied yes. He will be getting the plans and survey from Mike Perry, the previous developer.

Mr. Mayhew asked about the back half of the property by the alley. Mr. Zulewski replied that he was not sure what had been planned for back there. Mr. Kowalewski stated that a site plan had been submitted.

Mr. Zulewski asked about the sewer taps for the new units. Mr. Mayhew stated that there is a stub up there now, and the driveway is paved, he hopes that it was connected before it was paved.

Mr. Mayhew showed Mr. Zulewski the site plan that was on file. There was discussion regarding the plans.

Mr. Zulewski asked what the City would require. Mr. Kowalewski replied that the units be built to the plans that were submitted, or new plans would have to be submitted.

Mr. Zulewski explained that he had also purchased the property in Trenton from Mr. Perry and kept the plans.

Mr. Zulewski asked about the existing footing. Mr. Mayhew replied that it should be 48" deep, however it was abandoned and requires removal by code. Mr. Mayhew added that if it is the same plans, and they are still structurally sound, they could be used.

Mr. Kowalewski asked about a condo association. Mr. Paul stated there was a master deed, and he is still waiting for more information.

Mr. Kowalewski asked if the existing 3 units are individually owned. Mr. Zulewski replied that he would own those also because the land contract was done incorrectly and were defaulted. They are currently rentals. Mr. Kowalewski asked if he would be selling them to the residents now. Mr. Zulewski replied that he can't talk to them until he owns the property.

Mr. Kowalewski commented does the master deed allow you to rent? Mr. Zulewski stated that it would be transferred to Developers Right, and this would allow for them to be rented. There was discussion regarding developers rights and master deeds, and other condominiums that Mr. Zulewski owned, and charges for association fees. Mr. Kowalewski asked what an expected association fee would be. Mr. Zulewski replied \$150 per month.

Mr. Kowalewski stated that the City will not know anything until after January 10, 2015. Mr. Zulewski did not see any problems unless there is something major regarding the sewer and water taps.

Mr. Mayhew stated that he imagined the first 3 are done and suggested that Mr. Zulewski contact the Wyandotte Municipal Service Water Department and Electric Department.

There was discussion regarding water and sewer taps. Mr. Mayhew stated that he would have to investigate the files more.

Mr. Kowalewski commented that he was concerned about the foundations being abandoned. There are two choices, either remove the existing foundations or submit information and permit applications to build on the existing foundations. Mr. Zulewski stated that he wants to build on the existing foundations.

Mr. Kowalewski asked Mr. Zulewski to email him when he is satisfied with the inspection and has a closing date. Mr. Zulewski stated that hopefully he can start building in the Spring.

Mr. Kowalewski added that this property is in a PD zoning district. Mr. Kowalewski indicated that with PD Zoning, if you deviate from the approved plans, then you would have to go thru the PD process of plan approval.

**Meeting**  
**Oak and 2<sup>nd</sup> Streets (S.W. Corner)**  
**December 10, 2014**

**Page 3 of 3**

There was discussion regarding the electric and water for the buildings. Mr. Mayhew stated that the Electric Department would have a diagram of the existing and proposed.

Mr. Kowalewski advised Mr. Zulewski to get with Municipal Service regarding the water and electric. Mr. Zulewski was provided with the phone numbers for Bill Weirich and Chris Rempel.

Mr. Mayhew informed Mr. Zulewski that he would give him a copy of the three plans in the file.

Mr. Kowalewski asked Mr. Zulewski to email him when the inspection period is over, which is January 10, 2015, and there is a closing date.

Mr. Kowalewski also asked Mr. Zulewski to email him with monthly updates.

Cc:  
Paul Zulewski  
18707 Ecorse Road  
Allen Park, MI 48101

[paul@sourcerealty.net](mailto:paul@sourcerealty.net)

w/sc/oak and 2<sup>nd</sup>

**PRESENT:** Mark A. Kowalewski, City Engineer  
Greg Mayhew, Assistant City Engineer  
Todd Weber, Farbman Group  
Todd Szymczak, Farbman Group via phone part way thru hearing  
Peggy Green, Secretary

The meeting was called to order at 9:15 a.m., by Mark Kowalewski, City Engineer.

Mr. Kowalewski asked Mr. Weber if he was the property manager. Mr. Weber replied yes, he is with Farbman and has been hired by the receiver, the court appointed representative of Huntington Bank.

Mr. Kowalewski asked the status of the property. Mr. Weber replied that there is a potential purchaser, and they want to keep the footings, if the purchaser backs out, and the bank gets the property back, then the bank wants to be able to keep the footings.

Mr. Kowalewski asked Mr. Weber if he had reviewed the minutes from the last meeting held on December 10, 2014. Mr. Weber replied yes.

Mr. Kowalewski asked Mr. Weber who the purchaser was. Mr. Weber replied Paul Zulewski, and added that he was not sure if he was an entity or person purchasing the property. Mr. Weber added that Todd Szymczak of Farbman, is the broker, and he is dealing with Mr. Zulewski. Mr. Weber continued that Mr. Zulewski had purchased a property six to eight months ago in Trenton that was in the same situation, and has done a great job with the property.

Mr. Mayhew asked if the property in Trenton had also been abandoned. Mr. Weber replied yes.

Mr. Kowalewski asked Mr. Weber about the master deed for the property on Oak Street. Mr. Weber stated that the deed is recorded. Mr. Kowalewski asked if he could email the deed. Mr. Weber replied yes. Mr. Kowalewski asked if the deed restricts occupancy to owners only. Mr. Weber replied that he did not know.

Mr. Kowalewski asked where the property was located in Trenton that Mr. Zulewski purchased. Mr. Weber replied 4<sup>th</sup> Street behind the Municipal Building. Mr. Weber added that there were five different complexes on one parcel, one was occupied with five tenants. Mr. Kowalewski asked if each building had five units. Mr. Weber replied yes.

Mr. Kowalewski commented that Mr. Zulewski had stated in the previous meeting held on December 10, 2014, that he was doing Due Diligence with the property, which was to be over January 10, 2015. Mr. Weber commented that the date had been moved out, he believed that the closing was scheduled for March.

Mr. Kowalewski stated that he had met with Mr. Zulewski on December 10, 2014, and had asked for monthly updates on the property, and to date, he has received none.

Mr. Kowalewski asked Mr. Weber if that what he was telling him is that there is a purchase agreement, the due diligence has been extended, and there is no closing date.

Mr. Weber called Mr. Szymczak on speaker phone.

Mr. Szymczak explained that the due diligence is already up. The court approved receivership on January 27, 2015, the buyer confirmed going with the deal, and they will close the first week of March.

Mr. Kowalewski asked if the master deed status had changed. Mr. Szymczak replied that he does not think so, but the attorney should be asked that.

Mr. Kowalewski asked Mr. Szymczak why Mr. Zulewski did not keep the City updated. Mr. Szymczak replied that he is not sure, but Mr. Zulewski does do what he says he is going to do, and he will get in touch with him.

Mr. Kowalewski explained that the city is looking for Mr. Zulewski to secure a building permit for the property.

Mr. Szymczak stated that the receiver has control, they would need court approval to transfer. The next court date is February 27, 2015, where the approval to close on the purchase agreement will be approved.

Mr. Kowalewski stated that he does not know why an application can't be submitted and added that the purchaser will need the plans from the original builder.

Mr. Szymczak stated that they have the plans in a digital version, and they are moving forward, but court approval is the next step.

Mr. Kowalewski asked if the closing was set for March 10, 2014. Mr. Szymczak explained that after the court approves, they have 30 days after to close, the borrower can appeal, the title company wants to wait the 30 days until they transfer to avoid any challenges to the court order.

Mr. Kowalewski stated that the closing would then be after March 27, 2015.

Mr. Szymczak replied that would be true. Mr. Szymczak continued that he did sell the property on Biddle and Orchard the same way, there was no problem, and they closed early. Also, when the one in Trenton was sold, the title company allowed them to close before the 30 day appeal period.

Mr. Kowalewski asked Mr. Szymczak who he represents. Mr. Szymczak replied he represents the receiver.

Mr. Kowalewski asked which court was being used and the judge's name. Mr. Szymczak replied that he did not know.

Mr. Kowalewski stated that he wants this information, and who ordered the receiver.

Mr. Weber stated that he might have that information.

Mr. Kowalewski continued that the City is concerned about problems with the foundations deteriorating and being a hazard.

Mr. Szymczak stated that the property will be in better hands soon, and it will be finished. There is no intent to leave the property as is. The original developer left a lot behind to be dealt with.

Mr. Mayhew commented that he spoke with Mr. Weber in the fall of 2014. Mr. Szymczak stated that it was put on the market in the fall.

Mr. Kowalewski commented that Mr. Zulewski will either develop the property or walk away. Mr. Szymczak stated that Mr. Zulewski has a substantial deposit on the property, and he will not walk away. Mr. Kowalewski expressed concern that Mr. Zulewski did not do what he said he would do in regards to the monthly reports that were requested.

Mr. Kowalewski stated that he is going to recommend that the foundations be removed or a permit applied for and approved by February 27, 2015. If not, he will refer the matter to City Council to hold a hearing why it should not be demolished.

Mr. Szymczak commented that this may cause more problems, but he does understand the City's frustration. If they inform Mr. Zulewski of certain things to be done by certain dates, that could change the deal. Mr. Zulewski may have cause to get out of the purchase agreement. Mr. Szymczak stated that he would refer the City to the receiver's attorney.

Mr. Kowalewski then stated that based on these concerns, he will hold this hearing in abeyance until March 27, 2015.

Mr. Szymczak stated that he will inform Mr. Zulewski to keep in contact with the City.

Mr. Szymczak added that there should not be an issue, and he will inform the title company to let them close as soon as possible, hopefully in early March.

Mr. Mayhew asked who would supply that waiver. Mr. Szymczak replied that the court would. Mr. Mayhew asked if the court could say that they can't close. Mr. Szymczak replied that he doesn't know if the court can do that. Mr. Szymczak continued that they want to get this done as soon as possible and so does Mr. Zulewski.

Mr. Kowalewski commented that the court date is scheduled for February 27, 2015, and this hearing will be held in abeyance until March 27, 2015, and all interested parties will be notified. Mr. Kowalewski added that Mr. Zulewski was sent a notice about this hearing, but did not appear.

Mr. Kowalewski asked Mr. Szymczak what his address was. Mr. Szymczak replied that it was the same as Mr. Weber's, and added that everyone wants to get this resolved.

Mr. Weber stated that the units were sold on land contract before the master deed was recorded, and the land contract buyer is not the legal owner since there is no master deed. Mr. Kowalewski asked what happened to the people. Mr. Weber stated that it was converted to a lease, and added that sadly, the land contract buyers lost a lot of money.

Mr. Kowalewski asked Mr. Weber who he represents. Mr. Weber stated that he represents the receiver, he answers to the receiver, and the receiver answers to Huntington Bank.

Mr. Weber added that this has taken so long because of all the legal issues and he will send all information to the receiver.

There was discussion regarding receivership.

w/sc/oak and 2<sup>nd</sup> 2-5-15

**PRESENT:** Mark A. Kowalewski, City Engineer  
Paul Zulewski, Owner  
Kelly Roberts, Secretary

Mr. Kowalewski stated that this is a reconvened hearing from February 5, 2015.

Mr. Zulewski indicated that they closed on the property on March 10, 2015, and he is getting with architect to determine how he is going to develop the property.

Mr. Kowalewski stated that only one (1) plan has been approved by the City and if he is going to change any part of that plan Mr. Zulewski would need the approval of the City. Mr. Kowalewski stated that the property is zoned PD District and the requirements of the PD District would apply.

Mr. Kowalewski stated further that any change should also blend with the CBD District.

Mr. Zulewski stated that he might just change the garage into a one (1) car and add additional living space on the 1<sup>st</sup> floor.

Mr. Kowalewski stated that he should also submit the Master Deed.

Mr. Zulewski stated that he is working with his attorney on the Master Deed. Mr. Zulewski asked if the property could be used as rental units.

Mr. Kowalewski stated that would be up to the City Council. Mr. Kowalewski explained that the previous plan indicated that all units would be owner occupied and when the City sold the property to the previous owners they indicated it would be owner occupied.

Mr. Zulewski stated that he will think about it and be ready to discuss if he is going to use them as rental units. Mr. Zulewski stated further that he would like to start at least the four (4) units where the foundations have been constructed within the next couple of months. Mr. Zulewski stated further that the Phase 2 and 3 he would think about changing to ranch units since they would be on the back part of the property and not facing Oak Street.

Mr. Kowalewski stated that this hearing is to discuss the removal of the foundations on the corner of 2<sup>nd</sup> and Oak.

Mr. Zulewski stated that he has plans with Mans Lumber and is getting pricing to start the construction. Mr. Zulewski stated he is hoping to have plans to the City by mid-April or the end of April and start construction in May.

Mr. Kowalewski asked who the property is titled in.

Mr. Zulewski stated that it is owned by Oak Street Condominium Project LLC.

Mr. Kowalewski asked if the other owners have been removed from title.

Mr. Zulewski stated yes all other interests have been removed.

Mr. Kowalewski stated that at this point he is holding this hearing in abeyance until April 23, 2015, at 8:30 a.m. to allow Mr. Zulewski to secure a Building Permit to construct four (4) units on the foundation already constructed.

Mr. Zulewski agreed.

**PRESENT:** Mark A. Kowalewski, City Engineer  
Greg Mayhew, Assistant City Engineer  
Paul Zulewski, Owner  
Peggy Green, Secretary

Mr. Kowalewski stated that this is a reconvened hearing from March 27, 2015.

Mr. Kowalewski asked Mr. Zulewski why a building permit has not been secured. Mr. Zulewski stated that he obtained the drawings two weeks ago, and they are at N.A. Mans now getting pricing so that he can apply for financing. It took a while to get the drawings because he had trouble contacting Mike Perry for them.

Mr. Kowalewski asked Mr. Zulewski what prevented him from applying for a building permit. Mr. Zulewski replied that he thought he had to have the plans and the pricing. Mr. Mayhew stated that he can submit two sets of plans, permit application, and pay plan review fee to start the process.

Mr. Kowalewski stated that he thought that the permit would have been applied for by now. Mr. Zulewski stated that he did not close until mid March, and was trying to get the plans from Mr. Perry.

Mr. Zulewski stated that he wants to get the project up and the outside done by September, 2015.

Mr. Kowalewski informed Mr. Zulewski that he can get a building permit application today and submit by May 8, 2015. Mr. Zulewski stated that he is going out of town. Mr. Kowalewski stated that Mr. Zulewski can apply for the permit on Tuesday, May 12, and the permit should be issued by June 1. Mr. Mayhew added that there is a \$100 plan review fee when the application is turned in, and the permit fee is based on the estimated cost. Mr. Zulewski stated that the estimated cost is approximately \$400,000. Mr. Kowalewski added that once the permit is issued, the permit holder has six months to start working on the project.

Mr. Zulewski stated that this his is first time building from the ground up, he usually just finishes the property.

Mr. Kowalewski stated that Mr. Zulewski is to apply for the permit by May 12, and the permit should be issued by June 1. Mr. Zulewski added that should be no problem.

Mr. Zulewski asked about roping off the property. Mr. Kowalewski and Mr. Mayhew suggested that it be done by July 1, that is when there will be more foot traffic starting in the area. Mr. Zulewski stated that he would put temporary fencing up before that.

Cc:

Paul Zulewski  
Source Realty  
18707 Ecorse Road  
Allen Park, Michigan 48101  
[paul@sourcerealty.net](mailto:paul@sourcerealty.net)

**PRESENT:** Mark A. Kowalewski, City Engineer  
Greg Mayhew, Assistant City Engineer  
Peggy Green, Secretary

Mr. Kowalewski called the hearing to order at 3:45 and stated that this is a reconvened hearing from May 6, 2015.

Mr. Mayhew stated that an email was received from Mr. Zulewski stating that he could not attend this hearing due to personal reason and added that he has the permit application. Mr. Mayhew replied that a representative could attend the Show Cause Hearing and deliver the application, but no one arrived.

Mr. Mayhew continued that Mr. Zulewski was supposed to file for a permit by May 12, 2015, but failed to do so, with no reasons given.

Mr. Kowalewski added that Mr. Zulewski has been contacted various times that his building permit application needs to be submitted. Mr. Kowalewski continued that the permit was supposed to be applied for by May 12, 2015, and could have been issued by June 1. Further, the property is supposed to be secured by fencing by July 1. Mr. Kowalewski stated that Mr. Zulewski failed to meet the first deadline of May 12, 2015, therefore, the matter is being referred to the Mayor and City Council to have the foundations removed, and the cost charged against the property.

Cc:

Paul Zulewski  
Source Realty  
18707 Ecorse Road  
Allen Park, Michigan 48101  
[paul@sourcerealty.net](mailto:paul@sourcerealty.net)

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

April 14, 2015

**FIRST CLASS MAIL**

Paul Zulewski  
Source Realty  
18707 Ecorse Road  
Allen Park, Michigan 48101

**RE: 217-219-221-223 Oak**

This letter is to inform you that the Show Cause Hearing that was scheduled for **Thursday, April 23, 2015, at 8:30 A.M.**, has been rescheduled to **Thursday, April 30, 2015 at 9:00 A.M.** in the Engineering and Building Department at Wyandotte City Hall.

If you cannot attend this Hearing at the time and date specified above, please contact the undersigned at 734-324-4558 or [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,

Gregory J. Mayhew  
Assistant City Engineer

w/show cause/oak 2<sup>nd</sup> reschedule hearing

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

**MAYOR**  
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Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

May 5, 2015

**VIA EMAIL**

Paul Zulewski  
Source Realty  
18707 Ecorse Road  
Allen Park, Michigan 48101  
paul@sourcerealty.net

**RE: 217-219-221-223 Oak**

This letter is to inform you that the Show Cause Hearing that was scheduled for **Tuesday, May 5, 2015, at 10:00 A.M.**, has been rescheduled to **Wednesday, May 6, 2015 at 9:00 A.M.** in the Engineering and Building Department at Wyandotte City Hall.

If you cannot attend this Hearing at the time and date specified above, please contact the undersigned at 734-324-4558 or gmayhew@wyan.org.

Very truly yours,

Gregory J. Mayhew  
Assistant City Engineer

w/show cause/oak 2<sup>nd</sup> reschedule hearing

I was unaware of the time change. To my knowledge it was 9am. I never received letter. I CAN make it tomorrow @ 9am. or next week Tuesday I'm leaving out of town Thursday-Sunday.



Thanks  
P. J. [Signature]

5/5/15 9:10 AM -

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

May 19, 2015

**FIRST CLASS MAIL**

Paul Zulewski  
Source Realty  
18707 Ecorse Road  
Allen Park, Michigan 48101

**RE: Oak and 2<sup>nd</sup> Streets (S.W. Corner)**

Enclosed please find a copy of the minutes of the Show Cause Hearing held May 6, 2015.

**This Hearing will be reconvened on Tuesday, May 26, 2015, at 3:00 p.m.** in the Engineering and Building Department at Wyandotte City Hall. If you cannot attend this Hearing at the time and date specified above, please contact the undersigned at 734-324-4558, or email at [gmayhew@wyan.org](mailto:gmayhew@wyan.org).

Very truly yours,

Greg Mayhew  
Assistant City Engineer

GJM/pg

Attachment – May 6, 2015 Show Cause Hearing Minutes

[paul@sourcerealty.net](mailto:paul@sourcerealty.net)

## Greg Mayhew

---

**From:** Paul Zulewski [paul@sourcerealty.net]  
**Sent:** Tuesday, May 26, 2015 10:08 AM  
**To:** Greg Mayhew  
**Subject:** Re: Oak & 2nd

I can tomorrow

Sent from my iPhone

On May 26, 2015, at 10:06 AM, Greg Mayhew <[gmayhew@wyan.org](mailto:gmayhew@wyan.org)> wrote:

Paul,

Have someone from your office attend meeting and submit applications.

Greg

---

**From:** Engineering1 [<mailto:engineering1@wyan.org>]  
**Sent:** Tuesday, May 26, 2015 10:00 AM  
**To:** 'Greg Mayhew'; [mkowalewski@wyan.org](mailto:mkowalewski@wyan.org)  
**Subject:** FW: Oak & 2nd

---

**From:** Paul Zulewski [<mailto:paul@sourcerealty.net>]  
**Sent:** Tuesday, May 26, 2015 9:04 AM  
**To:** Engineering1  
**Subject:** RE: Oak & 2nd

Im sorry but today is my 3 year anniversary, I can not attend todays meeting can we reschedule for a later date. I do have permit applications in my hands

thanks

Paul Zulewski

**Broker**

*Source Realty*

18707 Ecorse Rd

Allen Park MI 48101

Phone 313-769-6511

Fax 313-769-6512

Cell 734-624-5620

[www.Sourcerealty.net](http://www.Sourcerealty.net)

**From:** Engineering1 [mailto:[engineering1@wyan.org](mailto:engineering1@wyan.org)]  
**Sent:** Wednesday, May 20, 2015 5:15 PM  
**To:** 'Paul Zulewski'  
**Subject:** Oak & 2nd

**From:** Engineering1 [mailto:[engineering1@wyan.org](mailto:engineering1@wyan.org)]  
**Sent:** Wednesday, May 20, 2015 5:14 PM  
**To:** 'Paul Zulewski'  
**Subject:** Oak & 2nd

Please see attached letter.

**Show Cause Hearing will be reconvened on Tuesday, May 26, 2015 @ 3:00 p.m..**

Peggy Green  
Engineering and Building Department  
City of Wyandotte  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan 48192  
734-324-4551

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**MARK A. KOWALEWSKI, P.E.**  
CITY ENGINEER

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
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Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

**Update Regarding Condition of 217-219-221-223 Oak**

- May 15, 2014: Letter sent to Heritage Oak Development regarding condition of lot and ordering clean-up and demolition of existing abandoned construction. Letter returned unopened.
- July 2014: Ordered and received Title Search.
- August 1, 2014: Letter sent to Interested Parties, including Huntington National Bank, as determined from Title Search, regarding condition of lot and ordering clean-up and demolition of existing abandoned construction. Deadline to demolish: October 1, 2014.
- August 7, 2014: Greg Mayhew received phone call from Todd Weber, Property Manager, Farbman Management Group. Discussed letter of August 1, 2014. Farbman received copy of letter from Huntington Bank, new property owner. Farbman is receiver for property. Mr. Weber indicated that there was a potential developer for the site and the purchase agreement was being worked on. Mr. Weber stated that they would clean-up the property, and apply weed control.
- August 14, 2014: Received letter from Todd Weber, Farbman, regarding phone conversation and requesting extension of time to complete potential sale and redevelopment of property. Existing foundations were critical to the potential buyers.
- August 20, 2014: Property cleaned up, accumulations and weeds removed, additional stone placed to remove low spots.
- August 20, 2014: Letter sent to Interested Parties, including Farbman, regarding condition of lot and ordering clean-up and demolition of existing abandoned construction. Deadline to demolish: December 1, 2014.
- November 12, 2014: Site inspection found property to be in similar state as on August 20, 2014. Call to Farbman and spoke to Dan McCleary. Discussed property. He indicated that complications with deeds and titles have delayed closing and expected closing to happen in 60 to 90 days. The entire property is being sold, including the existing three (3) unit condo. (Two of three units occupied) Mr. McCleary would not reveal potential purchaser except to say that the party is local and very credible and has experience in the downriver area taking over projects and developing to completion. Mr. McCleary expressed that keeping the existing construction is crucial to the sale to this purchaser.



November 12, 2014: Mr. McCleary called back after consulting with the potential buyer. The buyer consented in revealing his name, Paul Zulewski, and expressed that if wanted he would come to the City to explain his intentions, etc., with the site and that he very much needs the existing foundations to proceed with his plans.

**RESOLUTION**

DATE: October 19, 2015

RESOLUTION by

WHEREAS, a show cause hearing was held on June 15, 2015 where all parties were given an opportunity to appear to have their attitude expressed in support of or in opposition of the removal of foundation structures at Oak Street and 2<sup>nd</sup> Street, Wyandotte, Michigan, or why said structure should not be demolished, removed or otherwise made safe.

WHEREAS, said hearing was held in abeyance for thirty (30) days; (July 20, 2015); three weeks (August 10, 2015), one week (August 17, 2015) and two months (October 19, 2015).

THEREFORE BE IT RESOLVED, that said hearing be held in abeyance until December 7, 2015, pending review and findings of the Planning Commission.

Move the adoption of the foregoing resolution.

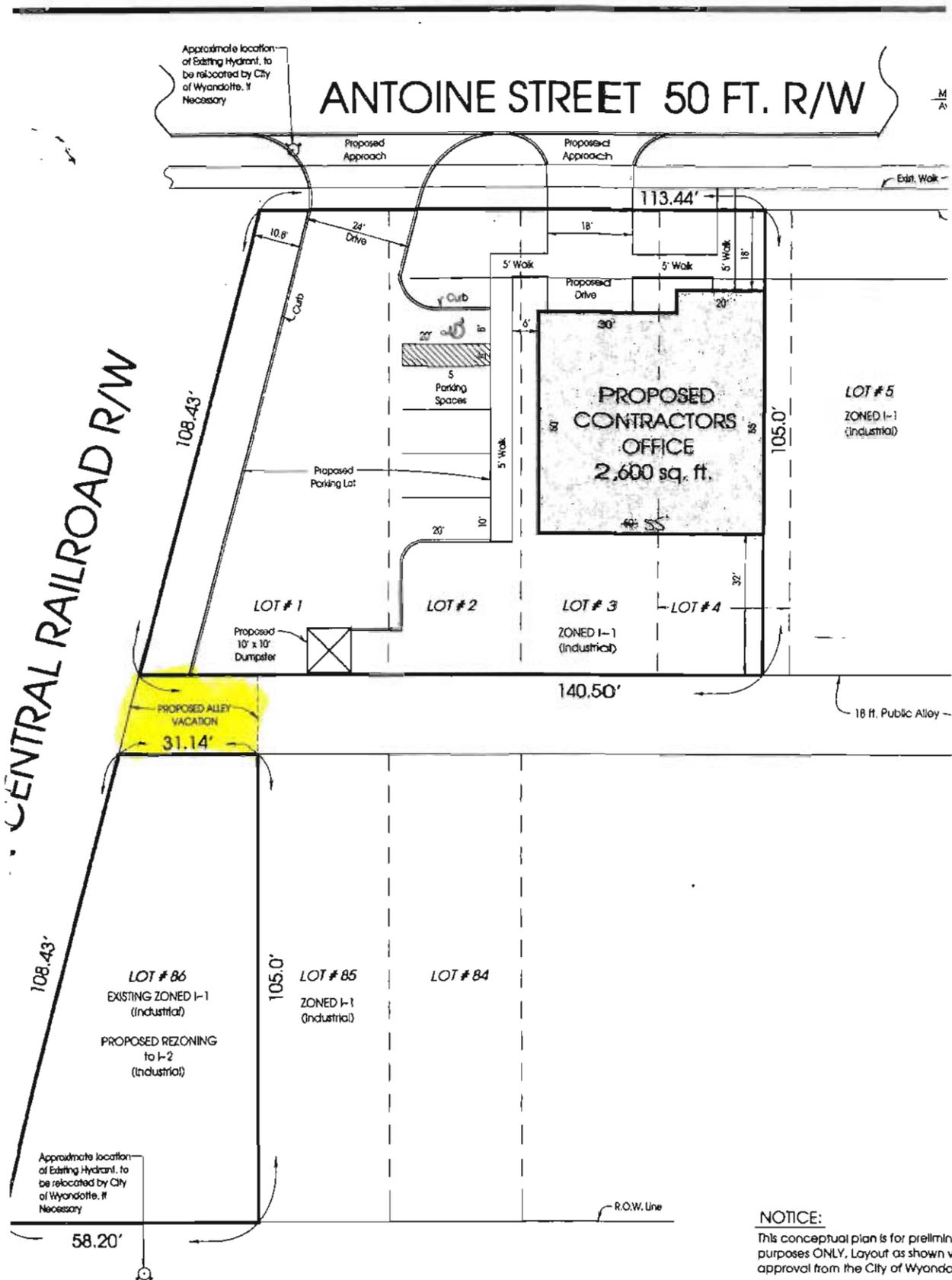
MOTION by Councilperson \_\_\_\_\_

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	<b>Fricke</b>	_____
_____	<b>Galeski</b>	_____
_____	<b>Miciura</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____
_____	<b>VanBoxell</b>	_____

**ALLEY VACATION**

THE 31.14 FEET OF THE EIGHTEEN (18) FOOT WIDE PUBLIC ALLEY NORTH  
AND ADJACENT TO LOT 86, HUDSON'S SUBDIVISION,  
AS RECORDED IN LIBER 22, PAGE 23 OF PLATS, WAYNE COUNTY RECORDS



ANTOINE STREET 50 FT. R/W

CENTRAL RAILROAD R/W

PROPOSED CONTRACTORS OFFICE  
2,600 sq. ft.

LOT #5  
ZONED I-1  
(Industrial)

LOT #3  
ZONED I-1  
(Industrial)

LOT #86  
EXISTING ZONED I-1  
(Industrial)  
PROPOSED REZONING  
to I-2  
(Industrial)

LOT #85  
ZONED I-1  
(Industrial)

LOT #84

**NOTICE:**  
This conceptual plan is for preliminary purposes ONLY. Layout as shown requires approval from the City of Wyandor

HUDSON STREET 50 FT. R/W

CONCEPTUAL LAYOUT  
FOR: PIZZO CONSTRUCTION  
Lots 1 thru 4, except the East 6 ft. th



**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**COUNCIL**

**Sheri M. Sutherby-Fricke**  
**Daniel E. Galeski**  
**Ted Miciura Jr.**  
**Leonard T. Sabuda**  
**Donald C. Schultz**  
**Lawrence S. Stec**

May 12, 2015

**JOSEPH PETERSON**  
**RESOLUTION**

Mark A. Kowalewski  
City Engineer  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilman Ted Miciura Jr.  
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding the sale of the former 333-351 Antoine, 302 Hudson and 362 Hudson is hereby received and placed on file; AND BE IT FURTHER RESOLVED that the Council CONCURS with the recommendation to sell part of the former 333-339 Antoine (24) feet and all of the former 302 Hudson to Southtown Acquisitions LLC for the amount of \$8,085.00 in accordance with the Offer to Purchase Real Estate; AND BE IT FURTHER RESOLVED that the Council CONCURS with the recommendation to sell the former 333-351 Antoine and all of the former 362 Hudson to AANE Group, LLC for the amount of \$23,764.76 in accordance with the Offer to Purchase Real Estate; AND BE IT FURTHER RESOLVED that Council refers the rezoning for the property known as former 362 Hudson to the Planning Commission to hold the required public hearing; AND BE IT RESOLVED that the Department of Legal Affairs, William R Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk be authorized to execute same.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 11, 2015.

*William R. Griggs*  
William R. Griggs  
City Clerk

CC: City Administrator, City Assessor, Planning Commission

  
N/A-Reference only

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** May 11, 2015

**WYANDOTTE AGENDA ITEM #** \_\_\_\_\_  
**CITY CLERK**

**ITEM:** Sale of City Owned property known as Former 333-351 Antoine, 302 Hudson and 362 Hudson

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski* 5-6-15

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski, City Engineer

**BACKGROUND:** City owns the property located at Former 333-351 Antoine, 302 Hudson and 362 Hudson. Attached for your approval is the following Sales Agreement:

1. Offer to Purchase Real Estate to sell 24 feet of the former 333-339 Antoine and former 302 Hudson to Southtown Acquisitions, LLC, in the amount of \$8,085.00 (\$1.40 per square foot). Southtown Acquisitions, LLC owns the property at 1410 McKinley. They will be constructing a driveway for a new entrance to this building.
2. Offer to Purchase Real Estate to sell the former 333-351 Antoine and 362 Hudson to AANE Group, LLC, in the amount of \$23,764.76 (\$1.40 per square foot) for the construction of a new commercial building consisting of approximately 2,600 square feet, exterior to be ½ high or C-unit exterior brick see Attachment A of the Offer to Purchase Real Estate.

Also attached for your consideration is a rezoning application to rezone the property known as former 362 Hudson from I-1 Industrial District to I-2 Industrial District.

**STRATEGIC PLAN/GOALS:** Provide the finest services and quality of life to its residents by: 1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. 2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation to sell the former 333-351 Antoine, 302 Hudson and 362 Hudson as recommended and refer the rezoning to the Planning Commission for the required public Hearing.

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

**IMPLEMENTATION PLAN:** Execute sales agreements and hold public hearing for rezoning.

**COMMISSION RECOMMENDATION:** N/A

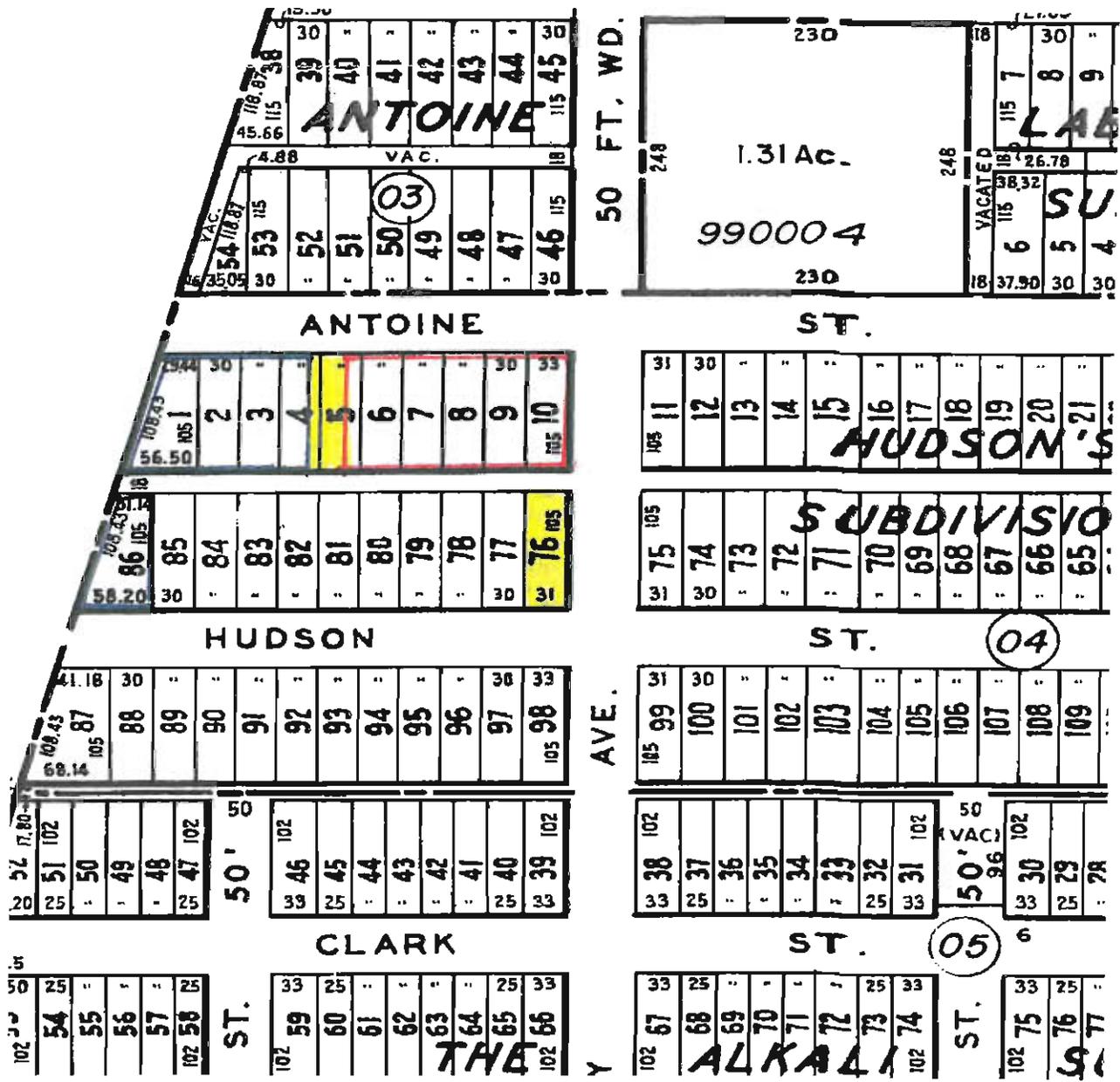
**CITY ADMINISTRATOR'S RECOMMENDATION:** *Support*

**LEGAL COUNSEL'S RECOMMENDATION:** Sales Agreements approved by Legal.

**MAYOR'S RECOMMENDATION:**

*Joseph R Peterson*

**LIST OF ATTACHMENTS:** Sales Agreements, Map of Area, Rezoning Application



**1410 McKinley** - E 12 FT LOT 5 ALSO LOTS 6 TO 10 INCL HUDSON'S SUB T3S R11E L22 P23 WCR

City Owned being sold to Southtown Acquisitions, LLC - Former 333 -339 Antoine -east 6 feet of LOT 4 and LOT 5 EXC E 12 FT THEREOF -- HUDSON'S SUB T3S R11E L22

City Owned being sold to Southtown Acquisitions, LLC - Former 302 Hudson - LOT 76 HUDSON'S SUB T3S R11E L22 P23 WCR

Property being sold to Pizzo Development - Former 333-351 Antoine/362 Hudson - LOTS 1, 2, 3 and 4 except the east 6 feet and LOT 86 HUDSON'S SUB

William R. Look  
 Steven R. Makowski

Richard W. Look  
 (1912-1993)

**OFFER TO PURCHASE REAL ESTATE**

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City  
 Xxxxxxxx of  
 Xxxxxxx

Wyandotte County, Michigan, described as follows:  
Lot 76 and the east 6 feet of Lot 4 and All of Lot 5 except the east 12 feet Hudson's Subdivision as recorded in Liber 22, Page 23 of Plats, WCR being known as part of the Former 333-339 Antoine and 302 Hudson Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay therefore the sum of Eight Thousand Eighty-Five Dollars and 00/100 (\$8,085.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

**THE SALE TO BE CONSUMMATED BY: Paragraph A**

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

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

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

<i>Taxes and Prorated Items</i>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. <b>Due dates are August 1 and December 1.</b>
	8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
<i>Broker's Authorization</i>	9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13. (j) and applied on the purchase price if the sale is consummated.

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

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

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ \_\_\_\_\_ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_.

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs and Signatures

CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF: \_\_\_\_\_ L. S.  
*Purchaser*  
 \_\_\_\_\_ L. S.  
*Purchaser*  
 \_\_\_\_\_  
*Address*  
 Dated: \_\_\_\_\_  
 \_\_\_\_\_  
*Phone:*

**SELLER'S ACKNOWLEDGMENT OF DEPOSIT**

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

*Address* \_\_\_\_\_  
 \_\_\_\_\_  
*Phone* \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_  
*Seller*  
 This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

IN PRESENCE OF: \_\_\_\_\_ L. S.  
 \_\_\_\_\_ L. S.  
 \_\_\_\_\_  
*Address*  
 Dated: \_\_\_\_\_  
 \_\_\_\_\_  
*Phone*

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.  
 Dated: \_\_\_\_\_ L. S.  
 \_\_\_\_\_  
*Purchaser*

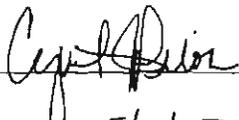
9/21/15

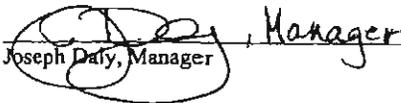
ADDENDUM TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF WYANDOTTE  
AND  
SOUTHTOWN ACQUISITIONS, LLC

This Agreement is contingent upon City Council approval and the following:

12. Purchaser, within twelve (12) months of Seller's signed acceptance, is required to secure a Concrete Permit for the construction of a driveway on the former 333-339 Antoine (The east 6 feet of Lot 4 and all of Lot 5 except the east 12 feet Hudson's Subdivision) onto Antoine Street.
13. Purchaser agrees at time of closing to combine this property with property currently owned by purchaser known as 1410 McKinley, Wyandotte.
14. Purchaser is responsible for Closing Costs which includes, but not limited to Wayne County Mapping Fee and Title Insurance Premium. Closing Fees will be due at time of closing.
15. Purchaser is required to schedule and complete a Certificate of Conformity Inspection with the City of Wyandotte Department of Engineering and Building for the property at 1410 McKinley, Wyandotte, Michigan prior to closing on property being purchased under this Agreement.
16. This Agreement is further contingent upon the Purchaser undertaking development within twelve (12) months from time of closing and complete construction within eighteen (18) months of closing. Failure to undertake development or complete construction with the time requirement set forth above will result in Seller's right to repurchase property including any improvements for Six Thousand Seven Hundred Three Dollars & 20/100 (\$6,703.20). A Deed Restriction will be placed on the property which will include this contingency. If Pizzo Development fails to complete construction and secure a Certificate of Occupancy or Temporary Certificate of Occupancy to occupy its new adjacent commercial building within twelve (12) months from the Closing Date, then the Purchaser's duty to undertake development of its driveway will be tolled until the earlier of the date the Certificate of Occupancy or the Temporary Certificate of Occupancy to occupy the new building is granted by the City of Wyandotte.
17. Purchaser agrees to an Easement which will permit Pizzo Development to develop his property at the former 333-351 Antoine for the construction of a new building.

PURCHASER: Southtown Acquisitions, LLC

  
\_\_\_\_\_  
Dated: 5/6/15

  
\_\_\_\_\_  
Joseph Daly, Manager

CITY OF WYANDOTTE, SELLER

\_\_\_\_\_

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
William R. Griggs, Clerk

Dated: \_\_\_\_\_

EASEMENT

Whereas, Southtown Acquisition, LLC (hereinafter referred to as the "Grantor") is the owner of certain property known as 1410 McKinley, Wyandotte, Michigan, (East 6 feet of Lot 4 and all of Lots 5 to 10 Hudson Subdivision) the City of Wyandotte (Grantee) intends on selling to Pizzo Development the former 333-351 Antoine, Wyandotte, Michigan (Lots 1, 2, 3 and all of Lot 4 except the east 6 feet Hudson's Subdivision) which is the adjacent vacant property to the said 1410 McKinley, Wyandotte, and it is necessary to hereby grant, bargain and convey to City of Wyandotte (hereinafter referred to as the "Grantee") and to its successors and assigns, a one (1) year easement and right to enter upon the following described property of the Grantor's situated in the City of Wyandotte, County of Wayne, State of Michigan, and described as:

The east 6 feet of Lot 4 and all of Lot 5 except the east 12 feet, Hudson's Subdivision

Said easement is over a part of the property commonly known as the former 339 Antoine, Wyandotte, Michigan.

Said easement on, over under, across, and within the above described property for the purpose of constructing the commercial building to be located on the former 333-351 Antoine by the Grantee (or its successors) and that said Grantee, its contractors, employees, agents, successors, assigns and lessees shall at all times have free ingress to and egress from said described parcel, to construct said commercial building. Grantee agrees to repair any damage to the surface of said described property resulting from its construction, operating, maintenance and repairing the easement and to restore said described property to the same or better condition to that which existed prior to such work by Grantee.

Grantors further agree that no structures, trees or any other article or thing whatsoever, shall be constructed or maintained on, over, under, across, or within the above described parcel and that in the exercise of the easements and ingress and egress rights heretofore reserved herein, said Grantor 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 the property described herein.

This Easement shall expire one (1) year after execution.

Dated this 21st day of April, 2015.

Signed, sealed and witnessed in the presence of:

[Handwritten signature]

Signed and Sealed: SOUTHTOWN ACQUISITION, LLC

[Handwritten signature: Joseph Daly, Manager]

STATE OF MICHIGAN )
SS )
COUNTY OF )

On this 21st day of April, A.D., 2015 before me, a Notary Public, in and for said County, personally appeared Joseph Daly, to me personally known, who, being by me duly sworn, did say that he is the Manager of Southtown Acquisitions, LLC the corporation named in and which executed the within instrument, and the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

CYNTHIA J. PILON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Sept. 24, 2019
Acting in the County of WAYNE

[Handwritten signature]
Notary Public
Acting in WAYNE County, Michigan
My Commission Expires: 9/24/2019

Drafted by and when recorded return to:

William R. Look, Attorney at Law, 2241 Oak Street, Wyandotte, Michigan 48192

**LOOK, MAKOWSKI and LOOK**  
 ATTORNEYS AND COUNSELORS AT LAW  
 PROFESSIONAL CORPORATION  
 2241 OAK STREET  
 WYANDOTTE, MICHIGAN 48192-5390  
 (734) 285-6500  
 FAX (734) 285-4160

William R. Look  
 Steven R. Makowski

Richard W. Look  
 (1912-1993)

**OFFER TO PURCHASE REAL ESTATE**

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the { City  
 XXXXXXX of  
 XXXXXX  
Wyandotte Wayne County, Michigan, described as follows:  
Lots 1, 2, 3 and all of Lot 4 except the east 6 feet and Lot 86 Hudson's Subdivision as recorded in Liber 22, Page 23 of Plats, WCR being known as part of the Former 333-351 Antoine and 362 Hudson Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit \_\_\_\_\_ if any, now on the premises, and to pay therefore the sum of Twenty-Three Thousand Seven Hundred Sixty-Four Dollars and 76/100 (\$23,764.76) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

**THE SALE TO BE CONSUMMATED BY:** Paragraph D  
 (Fill out one of the four following paragraphs, and strike the remainder)

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment of any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Land Contract</i>	D. Payment of the sum of <u>Five Thousand Seven Hundred sixty-Four &amp; 76/100 (\$5,764.76 Dollars</u> , in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within <u>five (5) years</u> from the date of Contract in monthly payments of not less than <u>Three Hundred Thirty-One Dollars &amp; 50/100 (331.50) Dollars</u> each, which include interest payments at the rate of <u>Four (4%) per cent per annum</u> ; and which <del>DO</del> , DO NOT include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default</i>	
<i>Seller's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
	If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

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

<p><i>Taxes and Prorated Items</i></p>	<p>7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. <b>Due dates are August 1 and December 1.</b></p> <p>8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.</p>
<p><i>Broker's Authorization</i></p>	<p>9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.</p>

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

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

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ \_\_\_\_\_ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ \_\_\_\_\_.

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

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

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: See Addendum for additional Paragraphs and Signatures

**CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.**

IN PRESENCE OF:

\_\_\_\_\_  
 \_\_\_\_\_ L. S.  
 Purchaser

\_\_\_\_\_  
 \_\_\_\_\_ L. S.  
 Purchaser

Address \_\_\_\_\_  
 Phone: \_\_\_\_\_

Dated \_\_\_\_\_

**SELLER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 By: \_\_\_\_\_  
 This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

**TO THE ABOVE NAMED PURCHASER AND BROKER:**

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

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

IN PRESENCE OF:

\_\_\_\_\_  
 \_\_\_\_\_ L. S.

\_\_\_\_\_  
 \_\_\_\_\_ L. S.

Address \_\_\_\_\_  
 Phone \_\_\_\_\_

Dated \_\_\_\_\_

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.  
 Dated \_\_\_\_\_ L. S.

Purchaser

ADDENDUM TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF WYANDOTTE  
AND  
PIZZO DEVELOPMENT

This Agreement is contingent upon the following:

12. Purchaser, within 120 days of Seller's signed acceptance, obtaining a building permit, issued by the Engineering and Building Department for the construction of a minimum one (1) story commercial building, approximately 2,600 square feet with exterior to be ½ high or C-unit exterior brick as indicated on Attachment A.
13. This Agreement is further contingent upon the Purchaser undertaking development within six (6) months from time of closing and complete construction within one (1) year. "Undertaking development" is defined as: the completion of the foundations and the framing of walls for the construction of the building described in Paragraph 12 above. Failure to undertake development or complete construction will result in Seller's right to repurchase property including any improvements for Four Thousand Six Hundred Eleven Dollars and 81/100 (\$4,611.81). A Deed Restriction will be placed on the property which will include this contingency
14. The Engineering Department will request rezoning of the property known as Former 362 Hudson (Lot 86 Hudson's Subdivision) from I-1 (Industrial District) to I-2 Industrial District.
15. The Engineering Department will petition the Wyandotte City Council to vacate/close the easterly 31.14 feet of the 18 foot wide alley running east/east adjacent to lots 1 and 86 of the Hudson's Subdivision.
16. Subdivision Precluded. The property is being offered as one parcel that shall not be further subdivided.
17. The City of Wyandotte will furnish a Warranty Deed. The Purchaser will be responsible for any and all closing costs including title insurance premium, transfer tax and recording fees necessary to close this property.
18. This Agreement requires the approval of the Wyandotte City Council.

PURCHASER: AANE GROUP, LLC

5/5/15  
\_\_\_\_\_

  
\_\_\_\_\_  
Antonio Pizzo, Purchaser

Dated: \_\_\_\_\_

CITY OF WYANDOTTE, SELLER

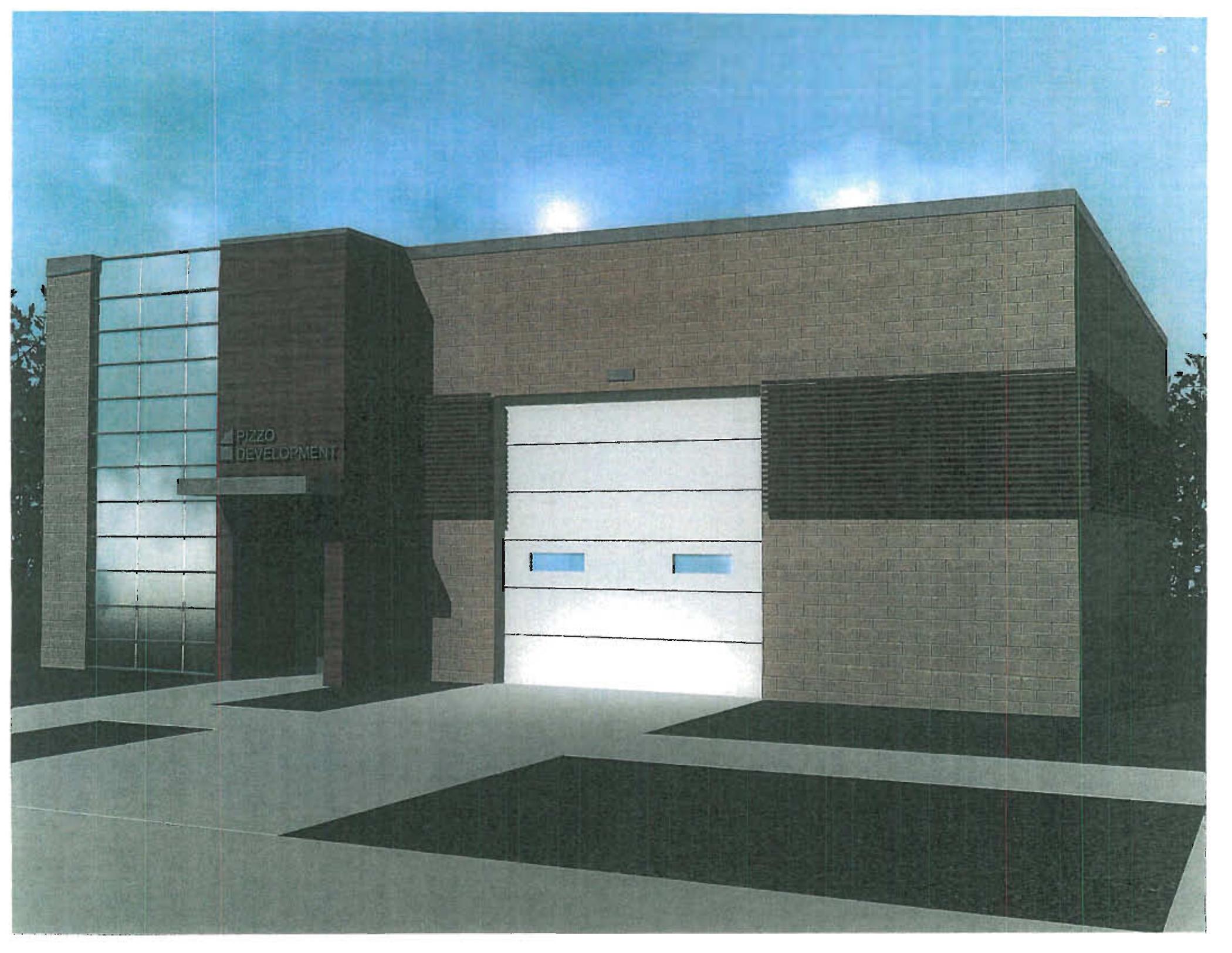
\_\_\_\_\_

\_\_\_\_\_  
Joseph R. Peterson, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
William R. Griggs, Clerk

PIZZO  
DEVELOPMENT



**RESOLUTION**

DATE: 10/19/2015

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

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 the hereinafter described land in the City of Wyandotte, County of Wayne, State of Michigan, as a public alley, more particularly described as:

The 31.14 feet of the eighteen (18) foot wide public alley north and adjacent to Lot 86, Hudson's Subdivision, as recorded in Liber 22, Page 23 of Plats, Wayne County Records.

WHEREAS, due notice has been given of the hearing of objections to said vacation; 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 vacation 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 the eighteen (18) right-of-way of the above described alley 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 right-of-way, to construct, operate, maintain and repair said existing and future utility lines of every nature, and sewers and drains.

BE IT FURTHER RESOLVED that there is hereby reserved to the Ameritech, its successors and assigns, an easement on, over, under, across and within said eighteen (18) foot wide right-of-way 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 eighteen (18) foot wide right-of-way 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 eighteen (18) foot right-of-way of the above described alley except the erection of fences by the abutting property owners 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 eighteen (18) foot right-of-way.

I Move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	<b>Fricke</b>	_____
_____	<b>Galeski</b>	_____
_____	<b>Miciura</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____
_____	<b>VanBoxell</b>	_____