



AGENDA

REGULAR SESSION

MONDAY, MAY 9, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD SCHULTZ

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES

PRESENTATION

UNFINISHED BUSINESS

COMMUNICATIONS MISCELLANEOUS

1. American Legion Auxiliary Unit #217 Poppy Sale Request
2. Minutes Acknowledging Spokesperson of McKinley Neighbors United
3. Citizen Letter – February Primary Elimination Hearing

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

4. Extension of Distributor License/Amusement Device Fee Report
5. Property Maintenance at 517 Riverbank – Show Cause Hearing Scheduling
6. Promissory Note Payments – 2344-46 Biddle Avenue
7. City Hall Elevator Maintenance
8. City Hall HVAC Maintenance

REPORTS & MINUTES

City Council	May 2, 2016
City Council – Special Meeting	May 9, 2016
Recreation Commission	April 12, 2016

BILLS & ACCOUNTS

CITIZENS PARTICIPATION

RECESS & RECONVENE

RESOLUTIONS

ADJOURNMENT



RECEIVED
MAR 21 2016
CITY CLERK
CITY OF WYANDOTTE



AMERICAN LEGION AUXILIARY UNIT #217
EDWARD C. HEADMAN POST
2817 Van Alstyne
Wyandotte, Michigan

2015-2016 Officers

- PRESIDENT**
LINDA CIEMNICKI
- 1ST VICE PRESIDENT**
DEBORAH WYSS
- 2ND VICE PRESIDENT**
DEBORAH HOLTON
- TREASURER**
EILEEN HOUSER
- CHAPLAIN**
CHARLOTTE ALEXANDER
- SECRETARY**
KIMBERLY DOLD
- SGT AT ARMS**
KATHRYN McNIVEN
- EXECUTIVE BOARD**
BEVERLY BRICKEY
LOIS McDERMOTT
PAT PATIN

Dear Mr. Stec,
The American Legion Auxiliary Unit #217 respectfully requests to be added to the agenda of the Wyandotte City Council meeting to be held on Monday, May 9, 2016. We are requesting permission for our 2016 Poppy street distribution to be held Thursday May 12th, Friday May 13th and Saturday May 14th during the hours of 8:00a – 4:00p.

Along with City Hall, we request permission to stand at the following intersections:
Northline & Fort
Fort & Eureka
Eureka & Biddle

The Poppy Program is the oldest and most widely recognized Auxiliary program. Each year around Memorial Day, Auxiliary volunteers distribute millions of bright red crepe paper poppies in exchange for contributions to assist disabled and hospitalized veterans.

The program provides multiple benefits to the veterans and to the community. The hospitalized veterans who make the flowers are able to earn a small wage, which helps to supplement their incomes and makes them feel more self-sufficient. The physical and mental activity provides many therapeutic benefits as well.

The poppy has become a nationally known and recognized symbol of sacrifice and is worn and used to honor the men and women who served and died for their country in all wars.

Donations are used exclusively to assist and support veterans and their families. The poppy also reminds the community of the past sacrifices and continuing needs of our veterans. Please show your support of our Veterans and their families by making a donation to the Poppy Program. As a reminder, all donations are tax deductible. Should you have any questions, please contact our 2016 Poppy Chairperson, Darlene Walker at 734-694-1945.

Wear a Poppy....America's Silent Tribute to Her Heroes

Thank you for your support,
Kimberly Dold
Kimberly Dold, ALA Secretary Unit 217

VETERANS . . . ARE THE MORTAR THAT HOLDS THE FOUNDATION OF THIS COUNTRY TOGETHER . . . THEIR STRENGTH STRENGTHENS US.

RESOLUTION

DATE: May 9, 2016

RESOLUTION by Councilperson _____

WHEREAS Kimberly Dold has requested, on behalf of American Legion Auxiliary Unit 217, permission to hold their 2016 Poppy street distribution on May 12-14, 2016, from 8am-4pm, to assist disabled and hospitalized veterans.

BE IT RESOLVED that the city permits the American Legion Auxiliary Unit 217 to conduct their annual poppy sale from May 12-14, 2016, provided a hold harmless is executed as prepared by the Department of Legal Affairs.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

McKinley Neighbors United Meeting Notes October 17, 2007

1. Call To Order: The meeting was called to order by John Darin, Chairperson of the Evening.
2. Welcome and Introduction of Steering Committee Members: The members of the Steering Committee who were present identified themselves for the attendees.
3. Neighborhood Street Cleaning Program: Recent correspondence from the Mayor's office to the McKinley Neighbors United Steering Committee regarding enforcement of the existing model neighborhood street cleaning program was reviewed with the members present and much discussion ensued. The consensus of the McKinley Neighbors United community, by voice vote and show of hands, was to continue the neighborhood street cleaning program and enforcement, and to construct a letter to the Mayor informing him of this decision. There were no dissenting opinions noted.
Follow-Up Note: A letter to the Mayor from the Steering Committee was drafted and mailed.
4. Monitoring of Industrial Noise Pollution: There was discussion regarding noise and odor pollution from the industrial area adjacent to the McKinley neighborhood. Regarding noise pollution, it was noted that Section 25-85 of the City of Wyandotte Ordinance states "A person is guilty of a misdemeanor if he or she ... causes total noise exceeding 82 DBA, or which may be heard more than one hundred feet away from the source of the noise." It is recommended that a formal record of the excessive noise be obtained, with type, duration, and direction of noise, date and time of noise, and name and address of the diary keeper. The diary with cover letter should be mailed to the Wyandotte Police and Fire Commission, Attention Randy Hicks, 3131 Biddle Avenue, Wyandotte, MI 48192. The members recommended that a draft diary be created and distributed with these meeting notes.
Follow-Up Note: A diary was drafted for distribution to members for follow-up monitoring.
Action Needed: Disseminate Wayne County telephone number for reporting incidents of odor pollution.
5. 9th Street Birm and Greenbelt: There was discussion of the need for development and construction of a birm along the 9th Street corridor, adjacent to the railroad tracks, from Eureka to Grove Street. It was noted that the City Master Plan no longer depicted green space on the western border of the McKinley neighborhood joining the green space along Grove Street. It was generally agreed by those present that a 9th Street green belt would serve many purposes, including buffering the impact of the railroad right of way on the adjacent neighborhood, and decreasing the impact of a potential hazardous materials spill in the rail easement. It was requested that the Steering Committee further investigate 1) the existence of a city-owned easement between the railroad property and the neighborhood, and 2) the existence of a 9th Street Birm in the City Master Plan.
Follow-Up Note: Upon further investigation, and per the City of Wyandotte Engineering Department, 1) the City of Wyandotte DOES NOT own property along the railroad easement, between the easement and the neighborhood private property; and 2) the 9th Street Birm and green space has been removed from the City Master Plan.
6. Special Education Bus Parking on Eureka: Gerald Wald discussed the issue of bus parking on Eureka Road at 4th Street, and the problems with impaired visibility that this situation created. It was noted that, after notification of the facility of the visibility issues by some

members of the McKinley Neighbors United, the bus had been relocated to their parking lot, and no longer poses a potential danger.

Action Needed: None.

7. Jim Johnston Tribute and Memorial: There were many ideas discussed regarding a suitable tribute and memorial to the late Jim Johnston by the McKinley Neighbors United. The suggestions that will be followed-up on are to investigate the feasibility of a suitable memorial at the McKinley School, with participation by the school, its students, McKinley Neighbors United, and the City of Wyandotte Beautification Commission. A public dedication, with City dignitaries, would be appropriate.

Action Needed: Follow-Up in Spring, 2008 with McKinley School and the Beautification Commission.

8. McKinley Neighbors United Web Page: There was considerable interest in creating a web page for the McKinley Neighbors United group. Some interest has been forthcoming by some members of McKinley Neighbors United in developing and maintaining this web page. This appeared to be an appropriate item for follow-up in 2008.

Action Needed: Follow-Up in 2008 with interested web-designer residents!

9. Vacant Lots for Sale: It was noted that 5 vacant lots (763-65 Plum, 664 Orange, 824 Cherry, 712-16 Cherry, and 320 Pine) were offered for sale by the City. As of this date, 3 properties had been sold. Progress on the sale of these properties and the construction of new single family homes will be watched with interest.

Action Needed: None.

10. Handicap Parking in Front of City Hall: Some members complained that there seem to be few handicap parking signs in front of City Hall. It was requested that the Steering Committee investigate the presence and quantity of handicap parking spaces in front of City Hall.

Follow-up Note: Upon investigation, it was noted that there are no designated handicap parking spaces in front of City Hall. Per the Engineering Department, the city has no plans to designate handicap parking in front of City Hall because they would take up too much space, and there is handicap parking available in the city lots.

Action Needed: Follow-up with Steering Committee on appropriateness of follow-up recommendations to the City.

11. Appointment of McKinley Neighbors United Spokesperson: There was a motion presented by Vera Johnston, and seconded, that John Darin, 851 Orchard Street, be the duly appointed official Spokesperson of the McKinley Neighbors United and McKinley Neighbors United Steering Committee. The motion passed by a unanimous voice vote. The appointment was effective immediately.

Action Needed: None.

Respectfully submitted,

John Darin

McKinley Neighbors United!

Thank you for your continued support of the growth and development
of our first-class neighborhood!

When: Wednesday, October 17th, 2007, 7:00 – 8:00 pm

Where: McKinley School Auditorium

Agenda:

- Welcome & Introduction of Steering Committee Members
- Neighborhood Street Cleaning Program
- Monitoring of Industrial Noise Pollution and Odor Pollution in our Neighborhood
- 9th Street Birm and Greenbelt in the City Master Plan
- Special Ed Bus Parking On Eureka and 4th Street
- Jim Johnston Tribute/Memorial
- Other Topics of Interest

No infants please. Childcare will not be provided.

RESOLUTION

DATE: May 9, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the minutes from the McKinley Neighbors United meeting held on October 17, 2007, showing the appointment of John Darin as the official spokesperson of the McKinley Neighbors United and McKinley Neighbors United Steering Committee is hereby received and placed on file.

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	_____

May 3, 2016

Dear City Council,

I am disappointed and dismayed at the result of item #7 of the May2,2016 City Council meeting. The election law changes and the subsequent elimination of the city primary and the holding of only a May city general election concerns me. If the city is going to be in dire financial distress in the next few years and the city expects to go to the voters for a millage renewal, the city had better be better stewards of our tax dollars. If as stated in the city clerk's letter that each election costs the city \$25,000.00, why not put the city election in sync with the federal, state, and county elections and save the citizens some money. I for one will not vote for any millage increase unless I see more consolidation, be it departments or even elections.

I always thought that the City of Wyandotte was a bastion of the Democratic party. However, after last night's vote on item #7 and your refusal to hold a public hearing on these election changes that I requested I now realize the entire City Council is either Republican or DINO's (democrat in name only). Republicans try to suppress the vote, not Democrats. Republicans try to keep citizens from participating in government, not Democrats. With your vote on the election law changes I hope you can see my reasoning on this issue. First, I feel that voter turnout would be more robust in November than in May because it would coincide with a federal ,state, or county election. Perhaps that is your aim-to reduce voter turnout. It might make it easier to win an election. But I feel you do the citizens and democracy a disservice if that is your goal. Second, by refusing to hold a public hearing on this election change you are denying our citizens the right to participate in the most basic and fundamental freedom we have -the right to vote. The right of every citizen to participate in their government was one of the basics our Forefathers wanted when this country was formed and now you have denied the citizens an opportunity to do just that. I may be the only one in the city that thinks a public hearing is the least that should be done, but I believe that if Richard Miller were alive he would stand beside me on this issue.

Sincerely,



Tom Kaul

3115 Van Alstyne

Wyandotte

RECEIVED
MAY 5 2016
CITY CLERK
CITY OF WYANDOTTE

RESOLUTION

DATE: May 9, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from Tom Kaul, 3115 Van Alstyne, regarding the elimination of the February primary for general city elections is hereby received and placed on file.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

From: Todd A. Drysdale [mailto:tdrysdale@wyan.org]
Sent: Wednesday, May 04, 2016 10:49 AM
To: 'Council@Wyan. Org'
Subject: Request for Extension

At the City Council meeting dated May 2, 2016, the request from Kelly Nelson of Kelly Koin relative to the reduction of distributor license and amusement device fee was referred to the City Clerk and the City Administrator with a report back in one (1) week.

This correspondence serves as a request to extend the deadline for this response until the May 23, 2016 meeting.

Todd A. Drysdale, CPA
City Administrator
City of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, MI 48192
734.324.4566

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-191**

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: May 2, 2016

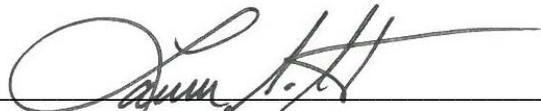
MOVED BY: Councilperson Sabuda

SUPPORTED BY: Councilperson Fricke

BE IT RESOLVED that the communication received from Kelly Nelson of Kelly Koin relative to the reduction of distributor license and amusement device fees shall be referred to the City Clerk and City Administrator for report back in 1 week (5/9/2016).

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on May 2, 2016 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

RESOLUTION

DATE: May 9, 2016

RESOLUTION by Councilperson _____

WHEREAS on May 2, 2016, the request from Kelly Nelson of Kelly Koin relative to the reduction of distributor license and amusement device fees was brought before council, referred to the City Clerk and City Administrator, and held in abeyance for 1 week until 5/9/2016.

WHEREAS the communication from the City Administrator requested via email to the Council to extend the deadline on May 4, 2016.

BE IT RESOLVED that Council approves the request of the City Administrator to extend the deadline of said item until May 23, 2016.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 9, 2016

AGENDA ITEM # 5

ITEM: Department of Engineering – Property Maintenance at 517 Riverbank

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 September 24, 2015. Show Cause Hearing was held on December 10, 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: *SDysdal*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Property Maintenance June 24, 2015, July 27, 2015, August 20, 2015, September 24, 2015, October 27, 2014; Show Cause Hearing Minutes of December 10, 2015; list of interested parties, title search, and letter dated December 29, 2015, from SPS.

MODEL RESOLUTION: Attached.

RESOLUTION

Wyandotte, Michigan

Date: May 9, 2016

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 December 10, 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 517 Riverbank 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 May 23, 2016 at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure has not been brought up to code or been demolished or why the City should not have the structure demolished and removed at 517 Riverbank.

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



December 29, 2015

CITY OF WYANDOTTE
DEPARTMENT OF ENGINEERING AND BUILDING
3200 BIDDLE, SUITE 200 BIDDLE AVENUE
WYANDOTTE, MI 48192

Re: Property Address: 517 RIVERBANK ST
WYANDOTTE, MI 48192

Dear Sir/Madam,

Select Portfolio Servicing, Inc. (SPS) has received a code violation notice for the above-referenced property. Following our review of this notice, SPS has determined that the property is neither owned by SPS nor is it a Real Estate Owned (REO) property that SPS is marketing on behalf of one of its clients.

If the above referenced property is the collateral for a loan that is serviced by SPS, we have forwarded your notice to the homeowner so that it can be addressed by the homeowner. If the above referenced property is the collateral for a loan that was previously serviced by SPS and was transferred to another servicer, we have forwarded your notice to the successor servicer so that it can be addressed.

SPS is committed to partnering with you to preserve the integrity of your community. In this case, because we do not have an ownership interest in the above-referenced property, SPS is not able to take independent action to correct the violations set forth in your notice.

If you have any questions or concerns, please contact our Code Violations Department. Our toll-free number is (888) 349-8964, and representatives are available Monday through Friday between the hours of 8 a.m. and 5 p.m., Mountain Time.

Sincerely,

Select Portfolio Servicing, Inc.

OFFICIALS

Lawrence S. Stec
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
Kevin VanBoxell

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

December 16, 2015

**CERTIFIED MAIL
FIRST CLASS MAIL**

See Attached Parties of Interest

**RE: Tax I.D. #57-001-05-0229-000
517 Riverbank
Wyandotte, Michigan**

Please find enclosed a copy of the minutes from the December 10, 2015, Show Cause Hearing regarding the above described address.

The Hearing Officer has determined that property is to be brought up to code or demolished by April 10, 2016 (4 months) or the matter will be referred to City Council for demolition.

If you have any questions regarding this matter, please contact the undersigned.

Very truly yours,

Claude Marcoux
Building Inspector

Enclosure: December 10, 2015, Show Cause Hearing minutes.



PRESENT: Mark Kowalewski, City Engineer
Lou Parker, Hearing Officer
Claude Marcoux, Building Inspector
Peggy Green, Secretary

The Hearing was called to order at 8:30 a.m. by Claude Marcoux, Building Inspector.

No one was present to represent this property.

Mr. Marcoux stated that this is a large vacant house on a deep lot that is in foreclosure. The neighbor to the west has been trying to contact someone to purchase the home. A title search was done, and there are six (6) parties involved.

Mr. Marcoux added that he called the Department of Public Service to cut the grass, and when he reinspected it, the pool was down.

Mr. Kowalewski asked about the pool. Mr. Parker stated that all that is there now is a plastic liner, the structure is gone. Mr. Marcoux commented that the biggest problem is that the house is vacant and abandoned. Mr. Marcoux asked Mr. Parker if he noticed any papers on the front door. Mr. Parker replied no.

Mr. Parker commented that the exterior repairs are minor. Mr. Marcoux stated that the dwelling does not have bad curb appeal, and the violations are in the rear. Mr. Parker commented that the tree on the southwest corner needs trimming, it is going into the roof.

Mr. Kowalewski asked if the garage door was open. Mr. Parker commented that he did not know. Mr. Kowalewski asked about the siding. Mr. Parker stated that it still is missing, nothing has been done except for the pool.

Mr. Kowalewski commented that the tree would be a new item, Mr. Parker stated it is located at the southwest corner.

Member Parker asked if the City could purchase the property for back taxes. Mr. Kowalewski commented that the next sell would be in June or July.

Mr. Parker stated that the property is to be brought up to code or demolished by April 10, 2016 (4 months) or the matter will be referred to City Council for demolition.

OFFICIALS

Lawrence S. Stec
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
Kevin VanBoxell

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

November 25, 2015

(CERTIFIED/FIRST CLASS MAIL)

See Attached Parties of Interest

**RE: Tax I.D. #57-001-05-0229-000
517 Riverbank
Wyandotte, Michigan**

To Whom It May Concern:

This letter is to inform you that the City of Wyandotte Department of Engineering and Building has scheduled a Show Cause Hearing in accordance with Section PM-107.3 Disregard of notice, of the Property Maintenance Code for Thursday, December 10, 2015 at 8:30 a.m. in the Engineering and Building Department at Wyandotte City Hall. This Show Cause Hearing will be presided over by the Hearing Officer to discuss the property maintenance violations of the referenced property.

If you cannot attend this Hearing at the time and date specified above, please contact this Department at 734-324-4569, or email at cmarcoux@wyan.org. Thank you for your cooperation in this matter.

Very truly yours,

Claude Marcoux
Building Inspector

Attachments: Letter dated September 24, 2015

Cc: Lou Parker, Hearing Officer

**517 Riverbank
Parties of Interest**

Raymond Wojtowicz
Wayne County Treasurer
400 Monroe, 5th Floor
Detroit, MI 48226

Home Loan Corporation
2350 N. Belt East, Ste. 850
Houston, TX 77032

Jason Martin/Colette Martin
517 Riverbank
Wyandotte, MI 48192

Mortgage Electronic Registration Systems, Inc.
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

U.S. Bank National Association
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

MERS
P.O. Box 2026
Flint, MI 48501-2026

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

COUNCIL
Sheri Sutherby Fricke
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Ted Miciura, Jr.
Leonard T. Sabuda
Donald C. Schultz
Kevin VanBoxell

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

Date: September 24, 2015

FIRST CLASS MAIL

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
C/O SELECT PORTFOLIO SERVICING, INC.
3815 SOUTH WEST TEMPLE
SALT LAKE CITY, UT 84115

RE: Property Maintenance Complaint at 517 RIVERBANK

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: Other

Side garage door open.

AREA: Structure Exterior

Siding requires replace-permit required

INSPECTOR COMMENTS: Repair loose siding.

Repair steps.

Windows storms require replacement

Doors require repair

INSPECTOR COMMENTS: Repair screen at rear patio door.

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

INSPECTOR COMMENTS: Clean gutters.

Brick walls require paint

INSPECTOR COMMENTS: Paint foundation of building

AREA: Yard (Back)

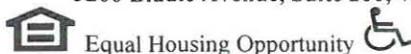
Requires insect and rat control

INSPECTOR COMMENTS: Abandoned pool holding water creating mosquito problem.

Requires prevention of weeds

INSPECTOR COMMENTS: High grass and weeds higher than 12 inches in rear yard.

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



An Equal Opportunity Employer

Failure to correct the cited property maintenance violations by October 24, 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 734-324-4569 or email cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux
Building Inspector

OFFICIALS

Lawrence S. Stec
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
Kevin VanBoxell

Date: August 20, 2015

FIRST CLASS MAIL

Home Loan Corporation
2350 N. Belt East
Ste 850
Houston, TX 77032

RE: Property Maintenance Complaint at 517 RIVERBANK

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: Other

Side garage door open.

AREA: Structure Exterior

Siding requires replace-permit required.

INSPECTOR COMMENTS: Repair loose siding.

Repair steps.

Windows storms require replacement.

Doors require repair.

INSPECTOR COMMENTS: Repair screen at rear patio door.

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

INSPECTOR COMMENTS: Clean gutters.

Brick walls require paint.

INSPECTOR COMMENTS: Paint foundation of building.

AREA: Yard (Back)

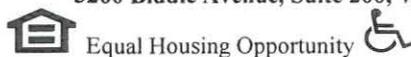
Requires insect and rat control.

INSPECTOR COMMENTS: Abandoned pool holding water creating mosquito problem.

Requires prevention of weeds.

INSPECTOR COMMENTS: High grass and weeds higher than 12 inches in rear yard.

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



An Equal Opportunity Employer

Failure to correct the cited property maintenance violations by September 20, 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 734-324-4569 or email cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux
Building Inspector

C: Jason & Colette Martin, 517 Riverbank, Wyandotte MI 48192
U.S. Bank National Association, c/o Select Portfolio Servicing, Inc., 3815 South West Temple,
Salt Lake City, UT 84115

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

2nd Notice

Date: July 27, 2015

MARTIN, JASON/COLETTE
517 RIVERBANK
WYANDOTTE, MI 48192

RE: Property Maintenance Complaint at 517 RIVERBANK

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: Other

- Side garage door open.
- Structure Exterior siding requires replace. INSPECTOR COMMENTS: Repair loose siding.
- Repair steps
- Windows storms require replacement
- Doors require repair INSPECTOR COMMENTS: Repair screen at rear patio door.
- Gutters / conductors require repair/replace /paint/downspouts disconnected
INSPECTOR COMMENTS: Clean gutters.
- Brick walls require paint INSPECTOR COMMENTS: Paint foundation of building

AREA: Yard (Back):

- Requires insect and rat control - INSPECTOR COMMENTS: Abandoned pool holding water creating mosquito problem.
- Requires prevention of weeds INSPECTOR COMMENTS: High grass and weeds higher than 12 inches in rear yard.

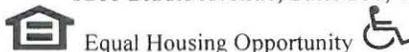
Failure to correct the cited property maintenance violations by August 26, 2015 will result in this Department proceeding with Section PM-106.0 Violations of the Property Maintenance Code. You also have the right to seek modification or withdrawal of this notice by requesting a Show Cause Hearing to be held.

If you require an explanation or have any questions regarding said violation(s), please contact the undersigned at 734-324-4551 or email cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux

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



An Equal Opportunity Employer

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Thomas R. Woodruff
CITY ASSESSOR



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

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

Date: June 24, 2015

MARTIN, JASON/COLETTE
517 RIVERBANK
WYANDOTTE, MI 48192

FIRST CLASS MAIL

RE: Property Maintenance Complaint at 517 RIVERBANK

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: Other
Side garage door open.

AREA: Structure Exterior
Siding requires replace permit required

INSPECTOR COMMENTS: Repair loose siding.

Repair steps.

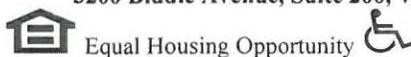
___ Windows storms require replacement

Doors require repair

INSPECTOR COMMENTS: Repair screen at rear pation door.

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

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



An Equal Opportunity Employer

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
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Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

INSPECTOR COMMENTS: Clean gutters.

Brick walls require paint

INSPECTOR COMMENTS: Paint foundation of building

AREA: Yard (Back)
Requires insect and rat control

INSPECTOR COMMENTS: Abandoned pool holding water creating mosquito problem.

Requires prevention of weeds

INSPECTOR COMMENTS: High grass and weeds higher then 12 inches in rear yard.

Failure to correct the cited property maintenance violations by July 24, 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 734-324-4551 or email cmarcoux@wyan.org.

Very truly yours,

Claude Marcoux



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

Premium Notice

To: City of Wyandotte
3200 Biddle
Wyandotte, MI 48192

Re: Loan #:

Sales Price:

Order Date: July 28, 2015

Attn: kelly

Phone: 734-324-4551

Property:
517 Riverbank
Wyandotte, MI

Fax: 734-324-4535

Date: July 30, 2015

MTA File#: 345767

Charges as of Premium Notice Date:

Title Search	\$165.00
Total	\$165.00

Notice to all customers regarding fees:

All requests for title services in counties except Oakland, Macomb and Wayne are subject to non-negotiable abstracting and copy fees. Minnesota Title Agency does not invoice any additional fees for processing or handling these requests. By requesting title services in counties other than Oakland, Macomb and Wayne, it is with the acceptance of such non-negotiable fees.

Title Searches

All searches not requiring insurance, regardless of county are subject to a non-negotiable title search fee plus copy charges if applicable. By requesting this title service it is with the acceptance of such non-negotiable fees.

***Effective immediately, any closing funds in excess of \$10,000.00 must be wired to Minnesota Title Agency on or before the day of closing.

492-000-041-040

V# 14280

OK to Pay
Kibell

LIS TITLE AGENCY

[Space Above This Line For Recording Data]

MORTGAGE

Loan No: 7225-1369
Borrower: JASON J MARTIN

Data ID: 770
MIN: 1000056400722513697

THIS MORTGAGE is made this 2nd day of September, 2005, between the Mortgagor, JASON J MARTIN, A MARRIED MAN and Chastite Martin, his wife, whose address is 517 RIVERBANK ST, WYANDOTTE, MICHIGAN 48192

HOME LOAN CORPORATION, A CORPORATION, organized and existing under the laws of the State of TEXAS, whose address is 2330 N. BELT EAST, STE 850 HOUSTON, TX 77032 (herein "Borrower"), and (herein "Lender").

WHEREAS, this Security Instrument is given to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"). MERS is a separate corporation that is acting solely as nominee for Lender (as hereinabove defined) and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-TWO THOUSAND EIGHT HUNDRED and NO/100ths (U.S. \$ 32,800.00), which indebtedness is evidenced by Borrower's note dated September 2, 2005 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 1, 2026;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the City of WYANDOTTE, WAYNE County, State of Michigan:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel Number - 57-001-05-0229-000

which has the address of 517 RIVERBANK ST,
Michigan 48192
[Zip Code]

WYANDOTTE,
Michigan
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, warrant, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

MICHIGAN - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3823 (Page 1 of 4 Pages)

2005-1466

mtg spg 5

27

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Loan No: 7225-1369

Data ID: 770

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale hereby granted and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish and post the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

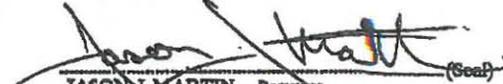
18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

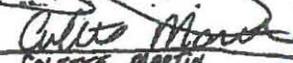
19. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage without charge to Borrower, and shall pay the fee for recording the discharge.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.



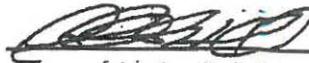
JASON J. MARTIN - Borrower (Seal)


COLETTE MARTIN

State of MICHIGAN
County of WAYNE

On this 2 day of September, 2005, before me personally appeared JASON J MARTIN a married man and Colette Martin, His WIFE to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[Seal]



CLOSER

My commission expires: _____

Title

**JONATHAN THOMAS HILL
NOTARY PUBLIC, OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 09-14-2007
ACTING IN**

Prepared by: Michael L. Riddle
Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400.
Dallas, TX 75201

Return to: HOME LOAN CORPORATION
ATTENTION: POST CLOSING
2350 N. BELT EAST STE 850
HOUSTON, TX 77032

WAYNE COUNTY TREASURER
CERTIFICATE OF FORFEITURE OF REAL PROPERTY

I hereby certify that on, March 1, 2016 the following real property was forfeited to the Wayne County Treasurer for NON PAYMENT OF REAL PROPERTY TAX YEAR 2011/2012/2013.

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 MCL 211.78k.

Taxpayer's Name and Address: JASON MARTIN, COLETTE MARTIN
517 RIVERBANK
WYANDOTTE, MI 48192

Property located in the CITY OF WYANDOTTE, WAYNE COUNTY, MI 48192
Property ID No: 57001050228000

Property Description:
05851 LOT 228 RIVER BANK MANOR SUB P. C.'S 121 AND 169 L28 P100 WCR

Commonly known as: 517 RIVERBANK, WYANDOTTE

Dated this Day 03/23/2015



Raymond J. Wojtowicz

Raymond J. Wojtowicz

Wayne County Treasurer

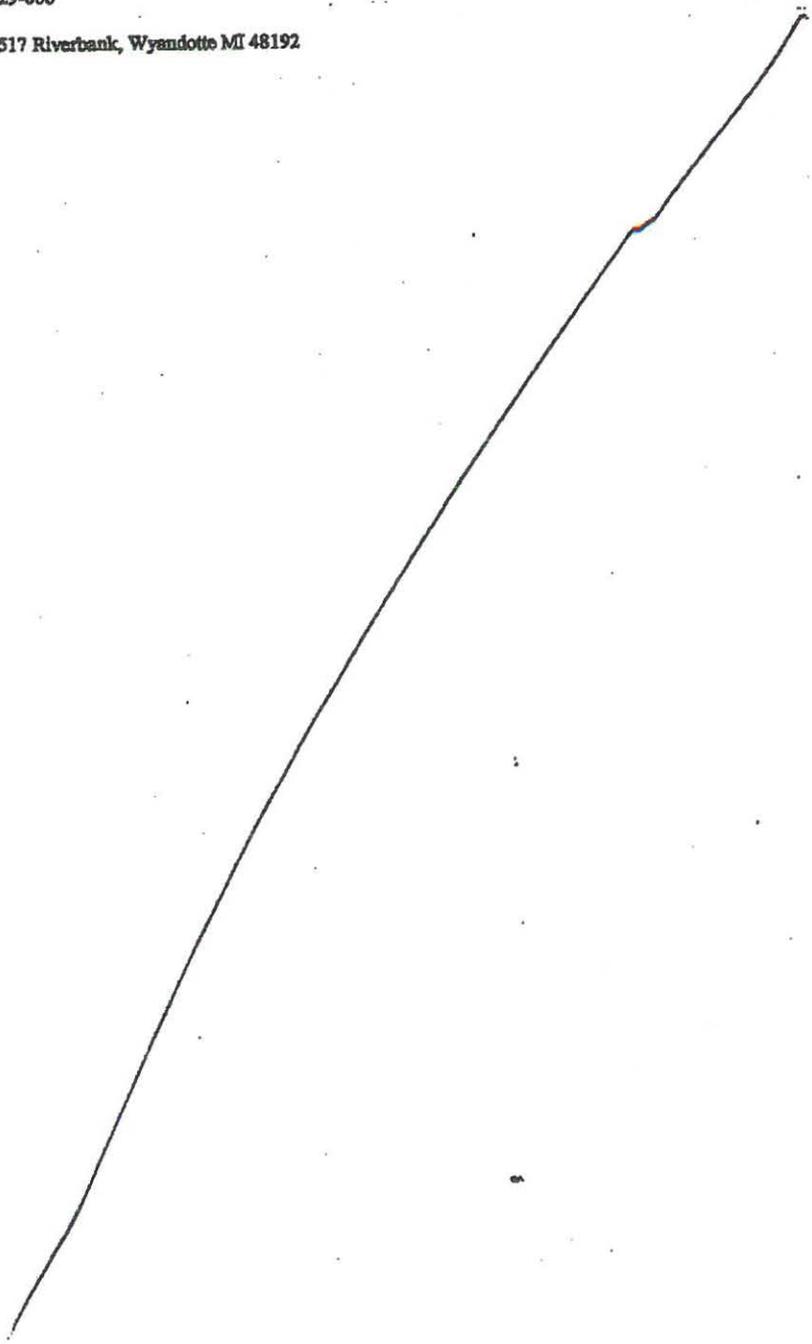
EXHIBIT A

Land Situated in the City of Wyandotte, County of Wayne and State of Michigan, to wit:

Lot 229, River Bank Manor Subdivision, according to the recorded plat thereof as recorded in Liber 28 on Page 100 of Plats, Wayne County Records.

TAX ID: 57-001-05-0229-000

Commonly known as: 517 Riverbank, Wyandotte MI 48192



2011 JAN 13 10:45

Bernard J. Youngblood
Wayne County Register of Deeds
January 13, 2011 08:45 AM
Liber 48931 Page 439-439

Record & Return To: Ellen Coon
Trott & Trott P.C.
31440 Northwestern Hwy Ste 200
Farmington Hills MI 48334
FLDR/ AOM Team/ T&T # 357190

#2011016288 ASG FEE: \$15.00



CORPORATE ASSIGNMENT OF MORTGAGE

Wayne, Michigan SELLER'S SERVICING #: 269218091 "MARTIN"
INVESTOR #: 882
MERS #: 100056400728813699

Assignment Prepared on: December 22nd, 2010.

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR HOME LOAN CORPORATION ITS SUCCESSORS AND ASSIGNS at C/O SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.
Assignee: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE HOME EQUITY ASSET TRUST 2006-2 HOME EQUITY PASS-THROUGH CERTIFICATES, SERIES 2006-2 at C/O SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.

Executed By: JASON J MARTIN, A MARRIED MAN AND COLETTE MARTIN, HIS WIFE To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HOME LOAN CORPORATION
Date of Mortgage: 09/02/2005 Recorded: 09/15/2005 In Book/Reel/Liber: 43501 Page/Folio: 77 as Instrument No.: 205429529 In Wayne County, State of Michigan.

Property Address: 517 RIVERBANK ST, WYANDOTTE, MI 48182

Legal: LAND SITUATED IN THE CITY OF WYANDOTTE, COUNTY OF WAYNE AND STATE OF MICHIGAN, TO WIT:

LOT 229, RIVER BANK MANOR SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 28 ON PAGE 108 OF PLATS, WAYNE COUNTY RECORDS.

TAX ID: 57-001-05-0229-000

COMMONLY KNOWN AS: 517 RIVERBANK, WYANDOTTE MI 48182

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with other evidence of indebtedness, said Mortgage having an original principal sum of \$131,200.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS")

On JAN 04 2011

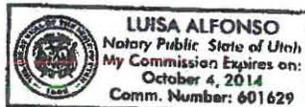
By: Barbara Neale
Barbara Neale, Assistant Secretary



STATE OF Utah
COUNTY OF Salt Lake

On JAN 04 2011, before me, LUISA ALFONSO, a Notary Public in and for Salt Lake in the State of Utah, personally appeared Barbara Neale, Assistant Secretary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR HOME LOAN CORPORATION ITS SUCCESSORS AND ASSIGNS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,
Luisa Alfonso
LUISA ALFONSO
Notary Expires: 10/04/2014 #501629



(This area for notarial seal)

Prepared By: BILL KOCH, SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115
When Recorded Return To: Bill Koch Select Portfolio Servicing, Inc. 3815 South West Temple, Salt Lake City, UT 84115

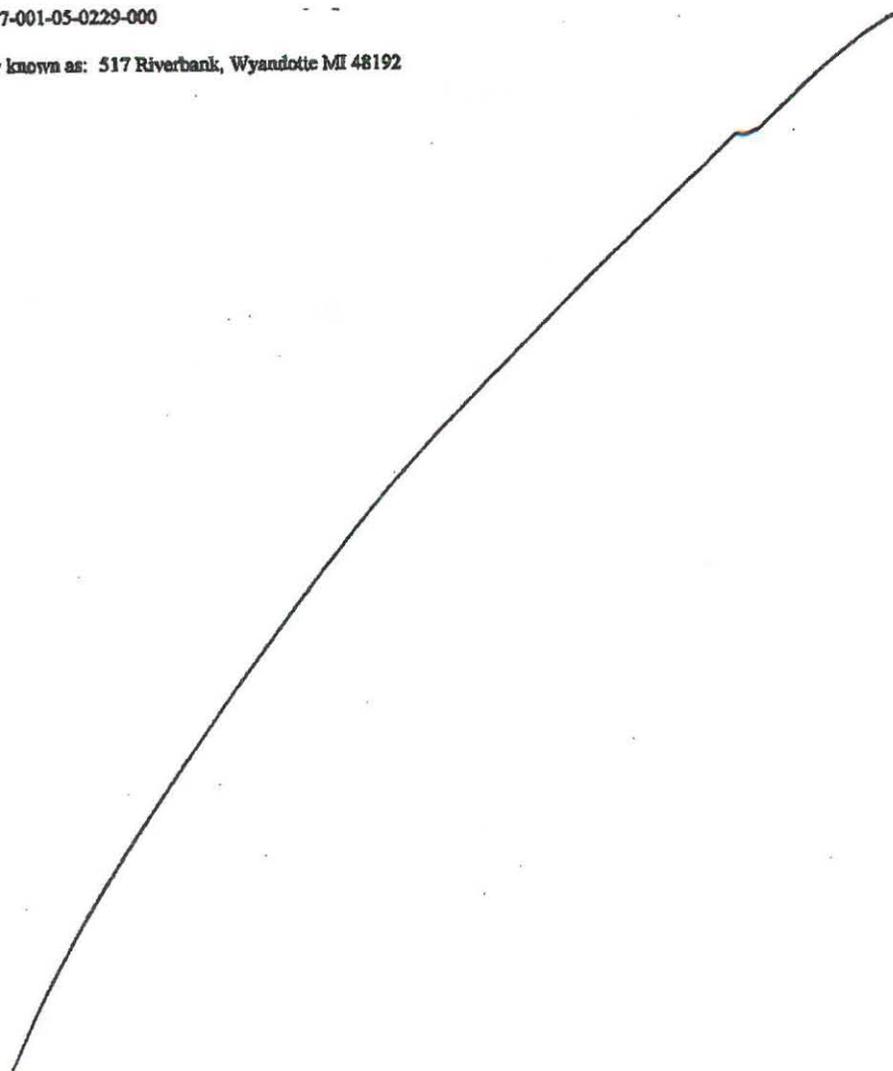
EXHIBIT A

Land Situated in the City of Wyandotte, County of Wayne and State of Michigan, to wit:

Lot 229, River Bank Manor Subdivision, according to the recorded plat thereof as recorded in Liber 28 on Page 100 of Plats, Wayne County Records.

TAX ID: 57-001-05-0229-000

Commonly known as: 517 Riverbank, Wyandotte MI 48192



Loan No: 7205-1369

Data ID: 574

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR and 65/100 percentage points (4.650%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Except as provided in Section 3(A) above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.1500% or less than 5.1500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE and ONE-HALF percentage points (1.50%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.1500% or less than 5.1500%.

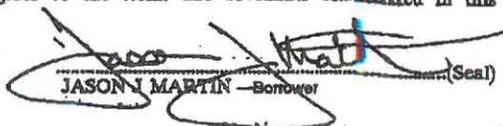
(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


 JASON J. MARTIN - Borrower (Seal)

Loan No: 7205-1369
 Borrower: JASON J MARTIN

Data ID: 574

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal)—Rate Caps)
 (Interest Only / ARM)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of September, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to HOME LOAN CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

517 RIVERBANK ST
 WYANDOTTE, MICHIGAN 48192
 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.150 %. The Note also provides for changes in the interest rate and the monthly payments as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest only by making payments every month for the first 60 payments (the "Interest-Only Period") in the amount sufficient to pay the interest as it accrues. Every month thereafter I will pay principal and interest by making payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note. The principal and interest payment I pay may change as the interest rate I pay changes pursuant to Section 4 of this Note.

I will make monthly payments on the first day of each month beginning November 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on October 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at 2350 N. BELT EAST STE 850, HOUSTON, TEXAS 77032, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial interest-only monthly payments will be in the amount of U.S. \$ 672.40. This amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

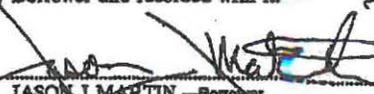
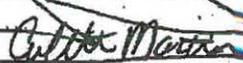
(A) Change Dates

The interest rate I will pay may change on the first day of October, 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Loan No: 7205-1369

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
 JASON J MARTIN - Borrower

 COLETTE MARTIN

[Space Below This Line For Acknowledgment]

State of MICHIGAN §
County of WAYNE §

On this 2 day of September, 2005, before me personally appeared JASON J MARTIN, A MARRIED MAN, AND COLETTE MARTIN, His WIFE to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[Seal]



JONATHAN THOMAS HILL /
Printed Name and Title CLOSER

My commission expires: _____

JONATHAN THOMAS HILL
NOTARY PUBLIC, OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 09-14-2007
ACTING IN: WAYNE

Prepared by: Michael L. Riddle
Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400
Dallas, TX 75201

Return to: HOME LOAN CORPORATION
ATTENTION: POST CLOSING
2350 N. BELT EAST STE 850
HOUSTON, TX 77032

Loan No: 7205-1369

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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Following Borrower's breach of any covenant or agreement in this Security Instrument, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees of 15.00% of the sums due under the Note or the amount allowable under applicable state law and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Section 15. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees of 15.00% of the sums due under the Note or the amount allowable under applicable state law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees of 15.00% of the sums due under the Note or the amount allowable under applicable state law, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees of 15.00% of the sums due under the Note or the amount allowable under applicable state law, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Loan No: 7205-1369

Data ID: 574

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees of 15.00% of the sums due under the Note or the amount allowable under applicable state law to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Loan No: 7205-1369

Data ID: 574

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible amounts) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

Loan No: 7205-1369

Date ID: 574

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

Loan No: 7205-1369

Data ID: 574

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Loan No: 7205-1369

Data ID: 574

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of WAYNE:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel Number - 51 - 001 - 05 - 0229 - 000

which currently has the address of 517 RIVERBANK ST,

WYANDOTTE, MICHIGAN

(Street)

48192

(Zip Code)

("Property Address"):

MICHIGAN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Modified by Middleberg, Riddle & Glanna

Form 3023

1/01 (Page 2 of 11 Pages)

LI-43501 Pa-77
205429529 9/15/2005
Bernard J. Younshlood
Wayne Co. Register of Deeds

LTS TITLE AGENCY

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100056400720513699

Loan No: 7205-1369
Borrower: JASON J MARTIN

Data ID: 574

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 2, 2005, together with all Riders to this document.

(B) "Borrower" is JASON J MARTIN, A MARRIED MAN ^{AND COLETTE MARTIN, HIS WIFE}. Borrower's address is 517 RIVERBANK ST, WYANDOTTE, MICHIGAN 48192. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is HOME LOAN CORPORATION. Lender is A CORPORATION organized and existing under the laws of the State of TEXAS. Lender's address is 2350 N. BELT EAST STE 850 HOUSTON, TX 77032.

(E) "Note" means the promissory note signed by Borrower and dated September 2, 2005. The Note states that Borrower owes Lender ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED and NO/100----Dollars (U.S. \$ 131,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2035.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

2005-1466

mtg 14pg 5

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claude

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



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

Minnesota Title Agency

TITLE SEARCH CERTIFICATE

File No: **345767**

Page 1

Statement furnished to: City of Wyandotte
Certified to: June 29, 2015 8:00 A.M.

Land in the City of Wyandotte, Wayne County, MI

Lot 229, River Bank Manor Subdivision, as recorded in Liber 28, Page 100 of plats, Wayne County Records.

517 Riverbank

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 November 8, 2005 at 8:00 A.M. to June 29, 2015 at 8:00 A.M. except the following:

Last Deed Holder of record: Jason J. Martin and Colette V. Martin, husband and wife

Mortgage for \$131,200.00 was given by Jason J. Martin and Colette V. Martin, husband and wife to Mers as nominee for Home Loan Corporation dated September 2, 2005 and recorded September 15, 2005 in Liber 43501, Page 77, Wayne County Records.

Said mortgage is now held through mesne assignments by US Bank National Association, as Trustee, on behalf of the Holders of the Home Equity Asset Trust 2006-2 Home Equity Pass Thru Certificates, Series 2006-2.

Mortgage for \$32,800.00 was given by Jason J. Martin and Colette V. Martin, husband and wife to Home Loan Corporation dated September 2, 2005 and recorded September 15, 2005 in Liber 43501, Page 91, 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 135, Wayne County Records.

A Notice of Judgment Lien for \$7,588.18 was filed by Ally Financial Inc. against Jason Martin, as recited in Liber 50546, Page 449, Wayne County Records.

TAXES: Item No(s). 57-001-05-0229-000

2011 Combined due \$2,407.01 plus interest and penalty, if any
2012 Combined due \$2,177.92 plus interest and penalty, if any
2013 Combined due \$2,120.56 plus interest and penalty, if any
2014 City due \$1,707.94 plus interest and penalty, if any
2014 County due \$415.19 plus interest and penalty, if any

ASSESSMENTS: None.

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

**517 Riverbank
Parties of Interest**

Raymond Wojtowicz
Wayne County Treasurer
400 Monroe, 5th Floor
Detroit, MI 48226

Home Loan Corporation
2350 N. Belt East, Ste. 850
Houston, TX 77032

Jason Martin/Colette Martin
517 Riverbank
Wyandotte, MI 48192

Mortgage Electronic Registration Systems, Inc.
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

U.S. Bank National Association
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

MERS
P.O. Box 2026
Flint, MI 48501-2026

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 9, 2016

AGENDA ITEM # 6

ITEM: Promissory Note Payments regarding the former 2344-46 Biddle Avenue

PRESENTER: Mark A. Kowalewski, City Engineer

Mark A. Kowalewski 5-3-16

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased by the City on June 22, 2011, and was demolished. The terms of the sale indicated that a balloon payment of \$102,344.79 would be due on July 6, 2016. The Promissory Note Holder has agreed to extend the Promissory Note another six (6) years at an annual payment of \$18,892.59. If you concur with this, attached is an Amended Promissory Note for your approval.

The property was part of the block between Mulberry and Walnut sold and redeveloped by Dr. Atto. It is now known as 2300 Biddle Avenue.

STRATEGIC PLAN/GOALS: The City is committed to maintaining and developing excellent neighborhoods by, matching tools and efforts to the conditions in city neighborhoods, continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the Amended Promissory Note 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 Amended Promissory Note.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dunsdale*

LEGAL COUNSEL'S RECOMMENDATION: Approved Amended Promissory Note W. Look

MAYOR'S RECOMMENDATION:

J.A.P.

LIST OF ATTACHMENTS: Promissory Note; Amended Promissory Note and Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 9, 2016

RESOLUTION by Councilperson _____

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to Amend the Promissory Note concerning the purchase of the property known as 2344-2346 Biddle Avenue payments for the Promissory Note to be appropriated from TIFA Area Funds 492 --200-850-519; AND

BE IT RESOLVED that Mayor and City Clerk are authorized to execute the Amended Promissory Note Concerning Purchase of the property known as 2344-2346 Biddle Avenue, 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	_____

\$143,240

July 6, 2011

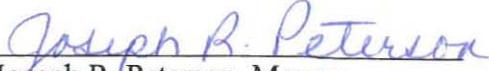
Promissory Note Concerning Purchase of 2344-46 Biddle

For value received, the undersigned promises to pay to the order of Debbie Goss (hereinafter identified as "Payee"), the principal sum in an amount of One Hundred Forty-Three Thousand Two Hundred Forty and no/100 (\$143,240.00) Dollars. The payments will be made annually in the sum of not less than Twelve Thousand no/100 (\$12,000.00) Dollars and interest will accrue at Three (3%) percent per annum. The first annual installment shall be due on July 6, 2012, and on the 6th of July each year thereafter. The final balloon payment is due on or before July 6, 2016.

In the event that the default shall be made in the due and punctual payment of any of the required installments under the terms of this note, and provided the Payee shall have given Maker (City of Wyandotte) forty-five (45) days prior written notice of such default by first class mail, and if Maker fails to cure such default, then the whole principal of this Note remaining unpaid shall, at the sole election of Payee, become immediately due and payable. In the event that the Payee obtains a judgment against the Maker under the terms of the Promissory Note, and the Maker does not voluntarily pay said judgment as required by law, then the Maker shall be required to place said judgment on the next City tax bill pursuant to MCL600.6093 in order to obtain the necessary funds to pay off the judgment. Also, in any such event, the Payee shall have full power and authority at any time or times thereafter to exercise all or any one or more of the remedies allowed by the laws of the State of Michigan.

This Note can not be transferred or assigned.

City of Wyandotte, Maker



Joseph R. Peterson, Mayor



William R. Griggs, City Clerk

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	7,702.80	4,297.20	7,702.80	4,297.20	135,537.20
2	7,933.88	4,066.12	15,636.68	8,363.32	127,603.32
3	8,171.90	3,828.10	23,808.58	12,191.42	119,431.42
4	8,417.06	3,582.94	32,225.64	15,774.36	111,014.36
5	8,669.57	3,330.43	40,895.21	19,104.79	102,344.79
6	*102,344.79	3,070.34	143,240.00	22,175.13	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

\$102,344.79

_____, 2016

AMENDED PROMISSORY NOTE CONCERNING PURCHASE
OF FORMER 2344-2346 BIDDLE AVENUE
WYANDOTTE, MICHIGAN

This Promissory Note will amend and replace the Promissory Note executed on July 6, 2011, between Debbie Goss (hereinafter identified as "Payee") and City of Wyandotte (hereinafter identified as "Maker"). All Parties agree that the balloon payment due on or before July 6, 2016, will be paid over an additional six (6) years as follows:

For value received, the undersigned promises to pay to the order of Payee, the principal sum in an amount of One Hundred Two Thousand Three Hundred Forty-Four Dollars and 79/100 (\$102,344.79) Dollars which is the balance due at July 6, 2016. The payments will be made annually in the sum of not less than Eighteen Thousand Eight Hundred Ninety-Two Dollars and 59/100 (\$18,892.59) Dollars and interest will accrue at Three (3%) percent per annum. The first annual installment shall be due on July 6, 2016, and on the 6th of July each year thereafter. The final payment is due on or before July 6, 2021. The City of Wyandotte reserves the right to pay the Note prior to maturation without penalty.

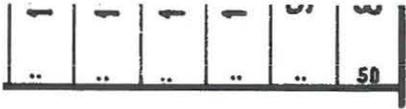
In the event that the default shall be made in the due and punctual payment of any of the required installments under the terms of this note, and provided the Payee shall have given Maker (City of Wyandotte) forty-five (45) days prior written notice of such default by first class mail, and if Maker fails to cure such default, then the whole principal of this Note remaining unpaid shall, at the sole election of Payee, become immediately due and payable. In the event that the Payee obtains a judgment against the Maker under the terms of the Promissory Note, and the Maker does not voluntarily pay said judgment as required by law, then the Maker shall be required to place said judgment on the next City tax bill pursuant to MCL 600.6093 in order to obtain the necessary funds to pay off the judgment. Also, in any such event the Payee shall have full power and authority at any time or times thereafter to exercise all or any one or more of the remedies allowed by the laws of the State of Michigan.

This Note cannot be transferred or assigned.

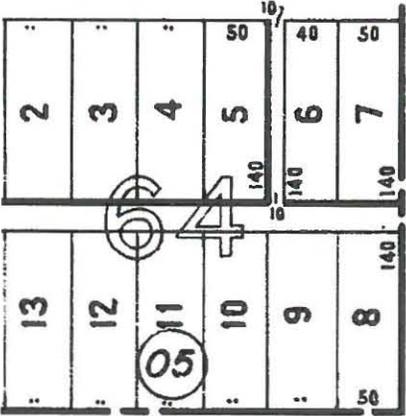
City of Wyandotte, Maker

Joseph R. Peterson, Mayor

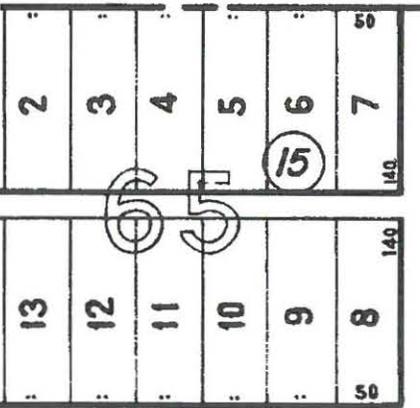
Lawrence S. Stec, City Clerk



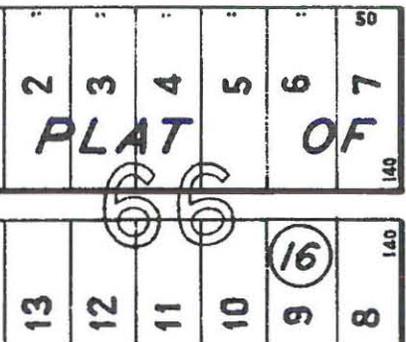
MULBERRY



WALNUT



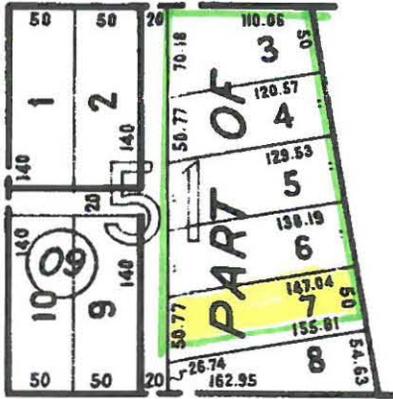
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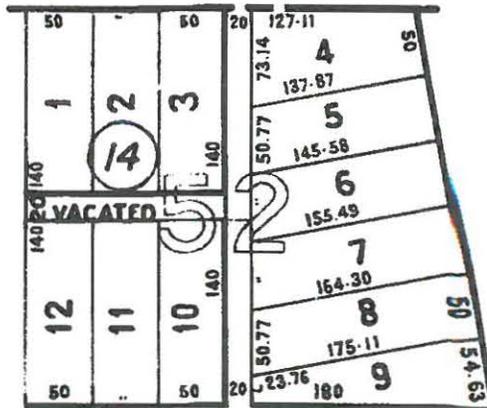
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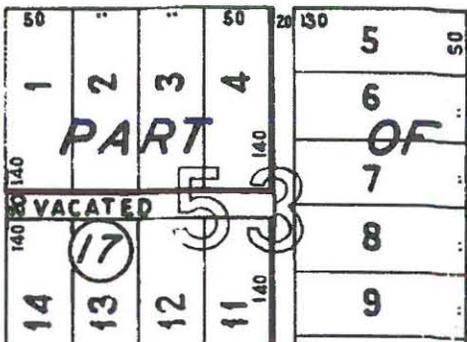
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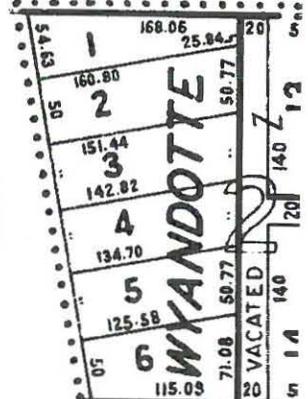
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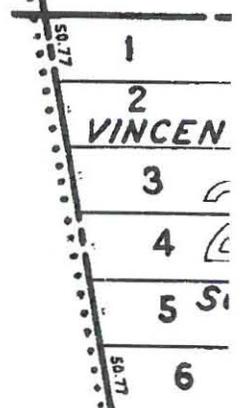
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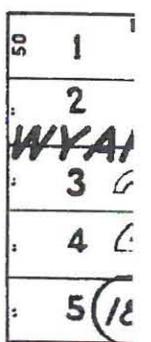
80 F



VAC.



BIDDLE



Former 2344-2346 Biddle

Dr. Atto's entire site



**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: May 9, 2016

AGENDA ITEM # 7

ITEM: Department of Engineering – City Hall Elevator Maintenance

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

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: City Hall elevators are under contract with Otis Elevator for regularly scheduled preventative maintenance. The contract is paid annually as a lump sum and automatically renews yearly. The previous annual contract was through Daly Merritt and signed into effect in 2013. A new agreement with the City of Wyandotte was requested. Otis Elevator provided a single year maintenance agreement totaling \$5,400.

STRATEGIC PLAN/GOALS: This work is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

ACTION REQUESTED: Approve the Otis Elevator annual payment, authorizing Engineering to sign contract for the coming year(s).

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The elevator maintenance would be funded by the City Hall Maintenance account, #530-444-825-420. The cost for the coming year is \$5,400.00.

IMPLEMENTATION PLAN: If approved by Council, authorize Mayor and City Clerk sign contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Dupdal*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS: Otis Elevator invoice, City Council Model Resolution.

MODEL RESOLUTION:



RESOLUTION

Wyandotte, Michigan

Date: May 9, 2016

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby concurs in the recommendation of the City Engineer to enter into contractual agreement with Otis Elevator, and further, authorizes the Mayor and City Clerk to sign said Agreement;

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

FURTHER RESOLVED THAT the work will be funded from the City Hall maintenance budget, account #530-444-825-420.

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, Jr.	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____



1 YEAR AGREEMENT
\$5,400.00
AA Unit

OTIS

United Technologies

OTIS MAINTENANCE

DATE: 04/28/2016

TO:
City of Wyandotte
Attn: Jesus Plasencia
3200 Biddle Avenue
Wyandotte, MI 48192

FROM:
Otis Elevator Company
25365 Interchange Court
Farmington Hills, MI 48335

EQUIPMENT LOCATION:
City Hall
3200 Biddle Ave
Wyandotte, MI 48192

Evan Lenz
Phone: (248) 826-0460
Fax: (860) 660-6177

PROPOSAL NUMBER: AGS983

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	HYDRAULIC	INDEPENDENT	SVC ELV PASS ELV	D25792, D25790

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,



contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.



SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters' service keyswitch on a monthly basis.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.



WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS



This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.



You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Advanced Payment

Beginning on the Effective Date, payments will be made Annually and an Advanced Payment Discount of 3.00 % will be applied to the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four hundred fifty dollars (\$ 450.00) per month, payable Annually



PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Seventy-five dollars and ninety-six cents (\$ 75.96) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 02/01/2016 which was 188.100.

B. Labor

Three hundred seventy-four dollars and four cents (\$ 374.04) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2016 which was 84.646. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 05/01/2016.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE



This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Evan Lenz
Title: Account Representative
E-mail: evan.lenz@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Timothy Collins

Title General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)



BILL TO INFORMATION

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

ACCOUNTS PAYABLE CONTACT

Name:

Phone Number:

Fax Number:

E-mail:

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 9, 2016

AGENDA ITEM # 8

ITEM: Department of Engineering – City Hall HVAC Maintenance

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 5-4-16

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The heating, ventilating, and air conditioning systems (HVAC) for City Hall were previously monitored by Expert Mechanical Service for regularly scheduled preventative maintenance. The previous contract was through Daly Merritt and has expired. A new agreement with the City of Wyandotte was requested. Expert Mechanical Services provided a single year maintenance agreement totaling \$7,429.00, billed in 5 installments. The cost for this requested agreement has not increased from the previous agreement.

STRATEGIC PLAN/GOALS: This work is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

ACTION REQUESTED: Approve the Expert Mechanical Maintenance agreement, authorizing Engineering to sign contract for the coming year(s).

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The HVAC maintenance would be funded by the City Hall Maintenance account, #530-444-825-420. The cost for the coming year is \$7,429.

IMPLEMENTATION PLAN: If approved by Council, authorize City Engineer to sign contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

Shrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

AKP

LIST OF ATTACHMENTS: Expert Mechanical Service contract, City Council Model Resolution.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 9, 2016

RESOLUTION by Councilperson _____

RESOLVED by the City Council that Council hereby concurs in the recommendation of the City Engineer to enter into contractual agreement with Expert Mechanical Service, and further, authorizes the Mayor and City Clerk to sign said amendment;

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

FURTHER RESOLVED THAT the work will be funded from the City Hall maintenance budget, account #530-444-825-420.

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, Jr.	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

1 YEAR AGREEMENT
\$7,429⁰⁰ ANNUALLY



542 Biddle Ave. | Wyandotte, MI 48192 | P: 734-282-2250 | F: 734-282-2230
E: info@expertmechanicalservice.com | www.expertmechanicalservice.com

April 29, 2016

Quote # 16565

City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192
Attention: Jesus Plasencia

SUBJECT: City Hall Wyandotte, Mi. – Service Agreement Proposal

Dear: Jesus

Expert Mechanical Service, Inc. is pleased to provide the following *customized* maintenance agreement *budget* for the subject location. This agreement will allow you to benefit by properly maintaining your HVAC equipment, thus reducing downtime, improving efficiency, reliability and controlling your operating costs. We are providing a breakdown budget for **48 dedicated man hours** (aggregate) to perform HVAC maintenance on an annual basis. We are including our budget worksheet that details inspection intervals, labor expense and anticipated material costs.

- We are budgeting to provide four (4) quarterly inspections on all HVAC equipment and systems to ensure that they are operating per manufacturers' original specifications.
- Including and allowance for one (1) chemical condenser cleaning annually.
- Includes an allowance for maintenance materials as detailed below.
- **No Allowance for:** items we have not identified.
- **No Allowance for:** service repairs or emergency services.

Two (2) Trane - ROOFTOP HVAC UNITS-Cooling Core Building

1. Perform inspections.
2. Replace air filters quarterly.
3. Replace drive belts annually.
4. Clean condenser coils.
5. Verify economizer operation and filter condition.
6. Check cooling operation, including controls, contactors and relays.
7. Tighten and clean electrical connections as needed.
8. Check compressor oil level.
9. Check suction pressure reading.
10. Check suction temperature (compressor or evaporator).
11. Check discharge pressure reading.
12. Check liquid line temperature.
13. Check oil pressure reading.
14. Check oil safety device.
15. Check pressure controls.
16. Check starter/contactor.
17. Check motor amps.

18. Check motor volts.
19. Check capacity control.
20. Check crankcase heaters.
21. Check for signs of leaks.
22. Check refrigerant charge.
23. Check moisture indicator.
24. Check valve operation.
25. Check heat exchanger.
26. Check burner condition.
27. Check inducer fan/combination blower.
28. Check ignition sequence.
29. Check fan limit operation.
30. Check flame characteristics.
31. Lubricate motor bearings.
32. Lubricate fan and pump bearings.
33. Check sheaves and pulleys.
34. Check condensate pan and drain.
35. Inspect coil condition.
36. Check solenoid valves (liquid and hot gas).
37. Check damper motors.
38. Check thermostats.
39. Check critical alarms/safeties.
40. Check relays.

Four (4) Reznor - ROOFTOP HVAC UNITS- Heating Perimeter Building

1. Perform inspections.
2. Replace air filters quarterly.
3. Replace drive belts annually.
4. Tighten and clean electrical connections as needed.
5. Check pressure controls.
6. Check starter/contactors.
7. Check motor amps.
8. Check motor volts.
9. Check valve operation.
10. Check heat exchanger.
11. Check burner condition.
12. Check inducer fan/combination blower.
13. Check ignition sequence.
14. Check fan limit operation.
15. Check flame characteristics.
16. Lubricate motor bearings.
17. Lubricate fan and pump bearings.
18. Check sheaves and pulleys.
19. Check damper motors.
20. Check thermostats.
21. Check critical alarms/safeties.
22. Check relays.

One (1) – Circon DDC Control System /Tridium Front End

1. Perform quarterly inspections.
2. Verify network communications.
3. Identify and report unusual conditions and/or operational problems.

4. Audit alarm logs and messages.
5. Perform database backup.
6. NOTE: any work functions necessitating proprietary software or devices will be negotiated prior to execution.

MAINTENANCE MATERIALS TO BE INCLUDED UNDER THIS AGREEMENT

1. Complete filter change per unit **quarterly**.
2. Replacement of drive belts **annually**.
3. Lubricants and contact cleaner.
4. CO2 or Nitrogen for clearing condensate drains.
5. Condenser coil cleaning chemicals and equipment.

TOTAL ANNUAL INVESTMENT:.....\$7,429.00

(Seven Thousand Four Hundred Twenty Nine Dollars)

Invoiced at times of inspections as follows:

- \$1,556.00 Spring 2016
- \$1,204.00 Summer 2016
- \$744.00 Summer 2016 - Condenser Coil Cleaning.
- \$2,260.00 Fall 2016
- \$1,665.00 Winter 2017

Emergency Services

All work under this agreement will be performed during regular working hours of Monday through Friday, 8:00 a.m. to 4:30 p.m. Emergency overtime service calls on covered equipment will be billed at the agreed upon rate. On-site response time for qualified emergencies will be 4 hours or less from receipt of call. Typical response time for after hour's emergencies is 2 hours or less.

Regular Hour Labor Rates & Description	Tier I Regular Hour	Tier 1 Overtime Hour	Tier 1 Sunday & Holiday Hour
HVAC SERVICE TECHNICIAN	90.50	119.00	146.00
SENIOR HVAC SERVICE TECHNICIAN	94.50	124.50	153.00
UTILITY TECHNICIAN	66.50	88.00	107.50
JOURNEYMAN SHEET METAL	90.50	119.00	146.00
JOURNEYMAN PIPEFITTER	94.50	124.50	153.00
TRUCK DRIVER	46.00	60.50	75.00
SERVICE FOREMAN / CONTROL TECHNICIAN	99.50	129.50	158.00

Not included in this proposal

We do not include any additional repairs or system upgrades.

Availability

5-7 days upon approval.

Hours of work

This proposal assumes free access to the site to perform our work within normal working hours, 8:00 a.m. - 4:30 p.m., Monday through Friday.

TERMS

Net 30 days.

- The parties to this Agreement may, at any time during the term of this agreement, terminate this agreement for any reason whatsoever upon thirty (30) days prior written notice to the other party.

Warranty

Material warranty as allowed by manufacturer. Labor warranty is 1 year from completion of work.

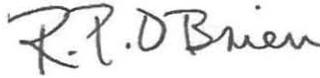
Thank you for the opportunity to quote on the above. If you have any questions, please feel free to contact me at anytime.

Respectfully,

Expert Mechanical Service, Inc.



Kelly J. O'Brien
General Manager
Kelly@expertmechanicalservice.com



Robert P. O'Brien
Solutions Advisor
Rob@expertmechanicalservice.com

RPO/rpo

If this is agreeable to you, please sign and return one copy to our office.

City Hall Wyandotte, Mi. – Service Agreement Proposal

Accepted for: City of Wyandotte

Purchase Order No. _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Reports & Minutes

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May 2, 2016

CITY OF WYANDOTTE REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, May 2, 2016, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

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

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, and VanBoxell

Absent: Thomas Woodruff, City Assessor

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

PRESENTATIONS

- Wyandotte Community Alliance, 313 Superior Sale – Corki Benson

UNFINISHED BUSINESS

None

COMMUNICATIONS MISCELLANEOUS

AGENDA ITEM #1 (2016-189)

Communication from VFW Post 1136 Commander, Clifford Harris, requesting permission to conduct poppy fundraiser on May 5-7, 2016.

AGENDA ITEM #2 (2016-190)

Communication from USMC Women's Auxiliary representative, Dina Notti, requesting permission to use the city-owned vacant lot on Eureka and 14th St. for a private event.

AGENDA ITEM #3 (2016-191)

Communication from owner of Kelly Koin, Kelly Nelson, requesting Mayor and Council to reduce or eliminate amusement device fees and distributor license fees by way of ordinance amendment.

PERSONS IN THE AUDIENCE

- Curt Hunter, Wyandotte Stars, promoting beer and wine tasting fundraiser on May 14 and home opener on Saturday, May 7, 2016.

NEW BUSINESS (ELECTED OFFICIALS)

- Mayor Peterson - dog park dedication will be on 5/4/16 at 4PM with rain date of 5/11/16.
- Councilperson Sabuda – Questions regarding dog park rules and regulations and eligibility.
 - Rose Darin spoke regarding the need for specific vaccinations.
- Hold McKinley School purchase agreement in abeyance for an additional week until 5/16/16.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

AGENDA ITEM #4 (2016-192)

Communication from Mayor, Joseph R. Peterson, regarding the reappointment of Leslie Lupo to the Municipal Service Commission.

AGENDA ITEM #5 (2016-193)

Communication from Mayor, Joseph R. Peterson, regarding the reappointment of Alice Ugljesa to the Beautification Commission.

AGENDA ITEM #6 (2016-194)

Communication from City Clerk, Lawrence S. Stec, recommending a move of both polling locations for Precincts 8 and 9 to the PRCUA Hall at 1430 Oak St.

AGENDA ITEM #7 (2016-195)

Communication from City Clerk, Lawrence S. Stec, regarding election law changes to the February Primary and Candidate Filing Deadlines.

AGENDA ITEM #8 (2016-196)

Communication from Police Inspector, Brian Zalewski, regarding the hiring of candidates for the Animal Control Officer position.

AGENDA ITEM #9A (2016-197)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the contract allowing the Goodfellows/Old-Time Ballplayers to manage the Chase Bank/City Hall parking lot during the 2016 Wyandotte Street Art Fair.

AGENDA ITEM #9B (2016-198)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the contract with Second Step Advertising to produce the 2016-2018 Wyandotte Street Art Fair Official T-Shirts.

AGENDA ITEM #9C (2016-199)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval the contract with Moss Communications to provide radios and tents for the 2016 Wyandotte Street Art Fair.

AGENDA ITEM #9D (2016-200)

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the contract with Embarco to provide production services (stage/light/sound) in conjunction with the 2016 Wyandotte Street Art Fair.

AGENDA ITEM #10 (2016-201)

Communication from Interim Museum Director, Sarah Jordan, requesting support in the designation of Biddle Avenue as a Pure Michigan Byway.

AGENDA ITEM #11 (2016-202)

Communication from City Engineer, Mark A. Kowalewski, regarding the receipt and filing of the digital sign request from Chelsea Group LLC.

AGENDA ITEM #12 (2016-203)

Communication from City Engineer, Mark A. Kowalewski, regarding the Renewal of License Agreement with Blue Water Explorations, Ltd., DBA Diamond Jack's River Tours.

AGENDA ITEM #13 (2016-204)

Communication from City Engineer, Mark A. Kowalewski, requesting approval of the Adopt-A-Lot request from Mr. Timothy Stott to use the city-owned lot known as former 3024 4th St.

AGENDA ITEM #14 (2016-205)

Communication from City Engineer, Mark A. Kowalewski, requesting approval of the NEZ application for former 425 Cherry St., now known as 427 Cherry St.

AGENDA ITEM #15 (2016-206)

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at former 425 Cherry.

AGENDA ITEM #16 (2016-207)

Communication from City Engineer, Mark A. Kowalewski, regarding the sale of city-owned property at former 1405 22nd St. to the Wyandotte Community Alliance.

AGENDA ITEM #17 (2016-208)

Communication from City Engineer, Mark A. Kowalewski, requesting approval of the purchase agreement for the city to acquire property at the former 767 Pine.

AGENDA ITEM #18 (2016-209)

Communication from City Engineer, Mark A. Kowalewski, requesting approval of the Antenna Site License Agreement Amendment with New Cingular Wireless PCS, LLC at 365 Hudson.

REPORTS & MINUTES

City Council	April 25, 2016
Daily Cash Receipts	April 28, 2016
Beautification Commission	April 13, 2016

CITIZENS PARTICIPATION

- Chris Calvin, 466 Sycamore, complimenting council conduct.
- Tom Kaul, 3115 Van Alstyne, regarding Item #7
- Pete Gazdowicz, 452 Oak St., regarding the post office

RECESS**RECONVENE**

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, and VanBoxell, and Mayor Joseph R. Peterson

Absent: Thomas Woodruff, City Assessor

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

RESOLUTIONS**2016-188 MINUTES**

By Councilperson Sabuda, supported by Councilperson Fricke

RESOLVED that the minutes of the meeting held under the date of April 25, 2016, be approved as recorded, without objection.

Motion unanimously carried.

2016-189 VFW POPPY SALE REQUEST

By Councilperson Sabuda, supported by Councilperson Fricke

WHEREAS Commander Cliff Harris has requested on behalf of VFW Post 1136 for permission to hold their annual poppy sale on May 5-7, 2016, to raise funds to continue their work of providing for needy veterans in the City of Wyandotte and State of Michigan.

BE IT RESOLVED that the city permits the VFW Post 1136 to conduct their annual poppy sale from May 5-7, 2016, provided a hold harmless is executed as prepared by the Department of Legal Affairs.

Motion unanimously carried.

2016-190 USMC PROPERTY REQUEST

By Councilperson Sabuda, supported by Councilperson Fricke

WHEREAS Dina Notti of the Marine Corps Women's Auxiliary, 1323 Eureka, has requested to use the city-owned vacant lot located at the corner of Eureka Road and 14th Street on Saturday, June 18th, 2016, from 10am-6pm for the purpose of a private event.

BE IT RESOLVED that Council grants permission for the use of the above-mentioned lot, provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

Motion unanimously carried.

2016-191 AMUSEMENT DEVICE FEE ORDINANCE REVIEW

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that the communication received from Kelly Nelson of Kelly Koin relative to the reduction of distributor license and amusement device fees shall be referred to the City Clerk and City Administrator for report back in 1 week (5/9/2016).

Motion unanimously carried.

2016-192 MUNICIPAL SERVICE COMMISSION REAPPOINTMENT - LUPO

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED, that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to re-appointment Leslie Lupo of 439 Cedar, Wyandotte, MI 48192 to the Municipal Service Commission. Term to expire April 2021.

Motion unanimously carried.

2016-193 BEAUTIFICATION COMMISSION REAPPOINTMENT - UGLJESA

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED, that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to re-appointment Alice Ugljesa of 2278 21st St., Wyandotte, MI 48192 to the Beautification Commission. Term to expire April 2019.

Motion unanimously carried.

2016-194 PRECINCTS 8 & 9 POLLING LOCATION CHANGE

By Councilperson Sabuda, supported by Councilperson Fricke

WHEREAS the City Clerk's office is recommending that the polling locations of Precincts 8 and 9 be permanently moved in order to assist WPS in the efforts to keep our schools safe and secure and provide polling locations to our citizens that are well-equipped in an effort to increase voter turnout.

WHEREAS, in accordance with Michigan Election Law, a notice to voters of a permanent polling location change in the form of an updated Voter Identification Card is required.

BE IT RESOLVED that the Council concurs with the request from the City Clerk to establish a permanent polling location for Precincts 8 and 9 at the PRCUA Hall located at 1430 Oak St. with

a corresponding budget amendment to account #101-840-825-490 (Contractual Services, Election Commission) in the amount of \$250 for each election held at the location; AND BE IT FURTHER RESOLVED that the Council approves a budget amendment to account number #101-840-825-350 (Printing, Election Commission) for the notification of said change via a new Voter Identification Card printed and mailed by the services of Printing Systems, Inc. in the amount of \$1350.

Motion unanimously carried.

2016-195 ELECTION LAW CHANGES TO FEBRUARY PRIMARY

By Councilperson Sabuda, supported by Councilperson Fricke

WHEREAS in September 2015, PA100 of 2015 enacted changes to the dates in which elections could be held by eliminating the February election date.

WHEREAS the City of Wyandotte currently holds an election for city officials in May with a primary election in February.

WHEREAS the new state law states that if a city's regular election is held on the May regular election date, the city shall not hold a regular primary election (MCL 168.642) deeming it necessary that we change the city calendar in order to comply with the Michigan Election Law.

WHEREAS a separate state law has been enacted which requires candidates running for city offices to file no less than 15 weeks prior to the election date.

BE IT RESOLVED that the City of Wyandotte hereby acknowledges receipt of the communication from the City Clerk regarding the elimination of February election dates and the candidate filing deadline for city offices; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation of the City Clerk to continue to hold the elections for city offices every 4th year in May of the odd-year, thereby eliminating the February primary in accordance with MCL 168.642(2) and recognizes that no further action is necessary by the City of Wyandotte in order to comply with said law. May 2017 would then be the next election.

Motion unanimously carried.

2016-196 WPD HIRING – ANIMAL CONTROL OFFICERS

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the determination that vacancies exist for the position of Animal Control Officer and shelter attendant, the Council authorizes the filling of such vacancies; and

BE IT FURTHER RESOLVED that subsequent to interviews conducted by the Police Department, candidate Howard Storey is being offered full-time employment as an Animal Control Officer/Ordinance Officer at level 27B contingent upon his successful completion of physical with drug screen and Diane Desrosiers is being offered a P/T ACO/Shelter Attendant position.

Motion unanimously carried.

2016-197 2016 WSAF CITY HALL PARKING LOT CONTRACT

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and the Wyandotte Goodfellows and the Old Time Ballplayers for the rental of the City Hall/Chase Bank Parking Lot during the 2016 Wyandotte Street Art Fair from July 13-16, 2016; AND

BE IT FURTHER RESOLVED that the Wyandotte Department of Public Service will provide barricades by 7:30AM on Wednesday, July 13, 2016; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

2016-198 2016 WSAF OFFICIAL T-SHIRT CONTRACT

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council approves the contract between the City of Wyandotte and Second Step Advertising to produce the 2016 – 2018 Wyandotte Street Art Fair Official T-Shirts: AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

2016-199 2016 WSAF RADIO RENTAL AGREEMENT

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the radio and tent rental to be provided by Moss Communications for the 2016 Wyandotte Street Art Fair, July 13th-16th, 2016, with \$261.95 to be paid from the Wyandotte Street Art Fair account #285.225.925.730.860.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

2016-200 2016 WSAF PRODUCTION SERVICES CONTRACT

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the stage/sound and light rental, entertainment performances to be provided by Embarco for the 2016 Wyandotte Street Art Fair, with \$8,000.00 to be paid from the Wyandotte Street Art Fair account #285.225.925.730.860.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

2016-201 BIDDLE AVENUE – PURE MICHIGAN BYWAY SUPPORT

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the Interim Museum Director to support the River Raisin National Battlefield Park Foundation in seeking a Pure Michigan Byway designation for Hull's Road (present-day Biddle Avenue).

Motion unanimously carried.

2016-202 DIGITAL SIGN REQUEST – CHELSEA GROUP LLC

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that the request from Gilbert Rose of Chelsea Group, L.L.C. to install a digital sign at 2944 Biddle Avenue, is hereby held in abeyance to allow the City Engineer, City Planner, and City Attorney to review the city's current sign ordinance in light of the recent U.S. Supreme Court case on signs.

BE IT FURTHER RESOLVED that the above persons submit their recommendations to the Planning Commission for consideration to amend the current sign ordinance if warranted.

Motion unanimously carried.

2016-203 705 DIAMOND JACK'S RIVER TOURS LICENSE RENEWAL

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that the Council concurs with the recommendation of the City Engineer and Superintendent of Recreation, Leisure & Culture regarding the contract extension with Blue Water Explorations, Ltd., D.B.A. Diamond Jack's River Tours; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Renewal of License Agreement.

Motion unanimously carried.

2016-204 ADOPT-A-LOT PROGRAM REQUEST – 3024 4TH STREET

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to allow Timothy J. Stott to utilize the city-owned property known as former 3024 4th Street in accordance with the executed Hold Harmless Agreement, AND

BE IT FURTHER RESOLVED that the Building and Engineering Department will inform DPS and the city's grass-cutting contractor that the property is being utilized; AND
 BE IT FURTHER RESOLVED that the City Clerk is to mail a copy of the certified resolution to Mr. Timothy Stott, 3034 4th Street, Wyandotte, MI 48192.
 Motion unanimously carried.

2016-205 NEZ ZONE EXEMPTION – 427 CHERRY

By Councilperson Sabuda, supported by Councilperson Fricke
 WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte.
 WHEREAS the former 425 Cherry is within the City of Wyandotte's Neighborhood Enterprise Zone #1 adopted on December 7, 1992.
 NOW THEREFORE BE IT RESOLVED that Council concurs with the recommendation of City Engineer as set forth in his communication of May 2, 2016, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 425 Cherry now known as 427 Cherry, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended.
 BE IT FURTHER RESOLVED that the Engineering and Building Department will forward a copy of the certified resolution and completed application to the Michigan Department of Treasury.
 Motion unanimously carried.

2016-206 SALE OF FORMER 425 CHERRY

By Councilperson Sabuda, supported by Councilperson Fricke
 RESOLVED that the communication from the City Engineer and City Assessor regarding the City owned property located at former 425 Cherry is hereby received and placed on file; AND
 BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 425 Cherry to Jason and Catherine Reedy for the amount of \$10,000.00; AND
 BE IT FURTHER RESOLVED that if the Purchaser, Jason and Catherine Reedy do not undertake development within six (6) months from time of closing and complete construction within one (1) year will results in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar and a condition will be placed on the Deed that will include this contingency; NOW THEREFORE,
 BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate and closing documents for the property known as former 425 Cherry, between Jason and Catherine Reedy and the City of Wyandotte for \$10,000 as presented to Council on May 2, 2016.
 Motion unanimously carried.

2016-207 SALE OF FORMER 1405 22ND STREET TO WCA

By Councilperson Sabuda, supported by Councilperson Fricke
 BE IT RESOLVED that the communication from the City Engineer regarding the property at 1405 22nd Street is hereby received and placed on file; AND
 BE IT FURTHER RESOLVED that Council concurs with the recommendation of the City Engineer to sell the property at 1405 22nd Street to the Wyandotte Community Alliance (WCA) for \$1.00 provided the WCA rehabilitates the home; AND
 BE IT FURTHER RESOLVED that Council authorizes the City Engineer to remove the garage;
 AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the required sales documents.

Motion unanimously carried.

2016-208 CITY PURCHASE OF 767 PINE

By Councilperson Sabuda, supported by Councilperson Fricke

RESOLVED BY THE CITY COUNCIL that Council concurs with the recommendation of the City Engineer to acquire the property at known as 767 Pine in the amount of \$22,000.00 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 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; 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.

Motion unanimously carried.

2016-209 ANTENNA SITE LICENSE AGREEMENT – CINGULAR

By Councilperson Sabuda, supported by Councilperson Fricke

BE IT RESOLVED that Council approves the Antenna Site License Agreement Amendment for the communication tower at 365 Hudson with New Cingular Wireless PCS, LLC (AT & T); AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Amendment.

Motion unanimously carried.

2016-210 ADJOURNMENT

By Councilperson Sabuda, supported by Councilperson Fricke

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 8:32 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

CITY OF WYANDOTTE
SPECIAL CITY COUNCIL MEETING

A Special Session of the Wyandotte City Council was held in Council Chambers, on Thursday, May 5, 2016, and was called to order at 11:05am with Honorable Mayor Joseph R. Peterson presiding.

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

Present: Councilpersons Fricke, Galeski, Sabuda, and Schultz

Absent: Councilpersons Miciura and VanBoxell, Todd Browning, City Treasurer

Also Present: Thomas Woodruff, City Assessor; William Look, City Attorney; Mark Kowalewski, City Engineer; and Beth Lekity, Deputy City Clerk

NEW BUSINESS

1. DISCUSSION - Sale of Former McKinley School at 640 Plum - Purchase Agreement

- Resolution of April 25, 2016 meeting read into record by Mark Kowalewski at the request of Councilperson Fricke:

2016-186 MCKINLEY PROJECT – ALTERNATE RESOLUTION

By Councilperson Schultz, supported by Councilperson Sabuda

BE IT RESOLVED that the proposal of Coachlight Properties, LLC for the purchase of 640 Plum be held in abeyance for 2 weeks (5/9/2016) to allow any members of the City Council to meet with the City Engineer, City Attorney, and Joe DiSanto to address the concerns with the offer to purchase that was presented at the April 25, 2016 City Council meeting.

Motion carried.

YEAS: Councilpersons Fricke, Sabuda, Schultz, VanBoxell & Mayor Peterson

NAYS: Councilperson Miciura

ABSENT: Councilperson Galeski

- Councilperson Schultz – spoke in support of the contract, stating confidence in the city employees that have worked on this project to date.
- Councilperson Galeski – spoke regarding concerns about sale price of \$1, tax abatement status, and \$100K investment in the park.
- City Engineer, Mark Kowalewski – addressed questions and concerns and explained the State Historic Preservation Office’s (SHPO) interest in the location as a historical site.
- Mayor Peterson – spoke in support of the success of the lot sale marketing plan and addressed concerns and questions brought before Council.
- Councilperson Sabuda – stated confidence in the city employees who worked on the project to date and interest in hearing answers to original questions asked by Councilperson Fricke regarding the purchase agreement at the April 25, 2016 meeting.
- Councilperson Fricke – Read excerpts from 2010 appraisal supplied by City Engineer regarding the term of the appraisal and appraiser recommendation to demolish building, asked questions of City Attorney regarding deed restrictions and Older Persons Act, and inquired about status/submission of proof of financial abilities of purchaser to complete and fund the project in full.

- City Attorney, Bill Look – reviewed sections of the Letter of Intent
- Councilperson Sabuda – stated request to hold a public hearing on the topic

PUBLIC COMMENT

John Darin, 851 Orchard, spoke in support of the project and urged Council to make a decision based on a current appraisal of the property, in addition to stating a need for the park as a benefit to the community.

Councilperson Fricke asked the City Engineer if the infrastructure in the area would need modernization/updating to accommodate the increase in units/residents. Mark Kowalewski said the infrastructure was capable handling the increase in utility usage.

Rose Darin, 851 Orchard, spoke in support of the project and the city lot sale marketing plan and urged Council to make a decision, in addition to stating the need to keep the green space/park in the area.

Carly Ptak, 3934 7th, spoke in support of the project and addressed the need for the park to stay in the area and be updated as part of this agreement.

Renee Tarnowski, 2312 1st, requested the Council to constantly be aware and in consideration of transparency and voiced concerns about whether the market study provided by the purchaser proved a demand for 55+ senior housing developments in the McKinley area and what would become of the deed restrictions should the development not garner the anticipated interest.

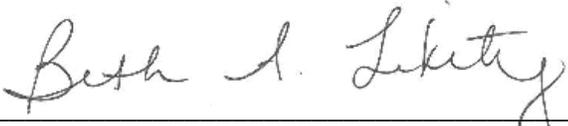
Bob Benson, 404 Vinewood, urged Council to trust in the city employees hired to do this work and spoke in support of the project.

Councilperson Fricke noted that she will not be in attendance at the Council meeting on May 9, 2016.

Mayor Peterson stated that due to her absence on May 9th, the abeyance of resolution #2016-186 has been extended by one week until May 16, 2016.

Victor Nevin, 501 Plum, requested that there be measures taken to make sure that all area residents are informed of the upcoming meeting on May 16, 2016, where this project will be on the agenda for discussion/resolution.

The meeting was adjourned at 12:55PM



Beth A. Lekity, Deputy City Clerk

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Monday, April 12, 2016 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:

Vice President Margaret Loya
Commissioner Rob DeSana
Commissioner Ed Ronco

Also Present:

Sup't of Recreation Justin N. Lanagan
Recreation Secretary Aimee Garbin

Excused:

President Wally Merritt
Secretary Lori Shiels

A motion was made by Commissioner Ronco and supported by Commissioner DeSana to approve the minutes of the previous meeting.

PERSONS IN THE AUDIENCE:

None

CORRESPONDENCE:

1. Commission check from Court Connections in the amount of \$14.40 for the month of February, 2016.
2. Commission check from Court Connections in the amount of \$16.00 for the month of March, 2016.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

March 14, 2016 Council Agenda item approving the purchase of 151 8' rectangle plastic banquet tables from Lifetime in the amount of \$13,087.17.

April 4, 2016 Council Agenda item approving the use of the city parks and property, including the use of Bishop Park pavilion by Karen Kowalik for the International Overdose Awareness Day on August 31, 2016.

April 4, 2016 Council Agenda item approving the use of city sidewalks and property including parking lot #9 for the 4th Annual Step it Up! Fun Run/Walk on September 10, 2016.

April 4, 2016 Council Agenda Item approving the use of city parks and property for St. Vincent Pallotti Mass in the Park, including the use of two golf carts to transport those who may need assistance and for the power in the dock area to be turned on to use their PA system.

REPORTS AND MINUTES:

Arena Report March 2016.....\$412.00 Open Skating.... \$20,881.00 Ice Rental....

\$89.00.....\$4,105.00 Concession

Account Breakdown Pay Period ending 2/22/2016 & 3/20/2016

Tele-care Report March 2016

Senior Van Report February 2016 & March 2016

Open Skate Report February 29, 2016 to March 12, 2016.....\$428.00

Senior Friendship Club Minutes February 2016

Senior Friendship Club Treasurers Report – March 2016

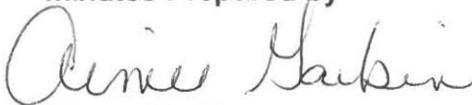
SPECIAL ORDER:

Commission discussed with Superintendent Lanagan:

- Superintendent Lanagan stated the Sea Wall located at the #9 tee at the Wyandotte Shores Golf Course collapsed due to erosion and approximately 50-75' of fencing fell into the water. BASF will do an underwater assessment with plans to re build the Sea Wall as soon as possible.
- Superintendent Lanagan discussed suggestions that he, President Merritt and Commissioner DeSana had come up with in hopes of eliminating the ultra-competitive nature of Youth Basketball Program. A few of those suggestions are to eliminate standings, eliminate trophies ,and remove referees for third and fourth grade games, letting the coaches be on the floor to both officiate and coach their respective teams. Also talked about clearing the score after every quarter, eliminate bonus shooting foul shots, and expulsion from the league if you are ejected from a second game, no pressing, only man to man defense can be played outside the three point (no double teaming), inside the three point line all defenses allowed (traps and double teams are permissible). Discussion has been tabled for a future meeting.
- Superintendent Lanagan discussed the removal of the Bishop Park Concession Platform. Safety hazards are a big concern as the wood is rotting in some spots and requires constant maintenance, vandals have broken several railings off along with twenty some spindles. The current leasee for the concession stand also expressed concerns about people using drugs and drinking during business hours in the park. Superintendent Lanagan's recommendation is to remove the platform with the help of the DPW. Superintendent Lanagan suggested in the future to place a concrete slab in its place if one isn't already under and place new picnic tables for patrons to use while in the park. Vice President Loya motioned, Commissioner DeSana Seconded.

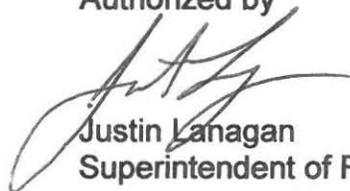
There being no further business to discuss, a motion was made by Secretary Shiels and supported by Commissioner Ronco to adjourn the meeting at 8:29 pm.

Minutes Prepared by



Aimee Garbin
Recreation Secretary

Authorized by



Justin Lanagan
Superintendent of Recreation

2016 Wyandotte Recreation Commission Meetings – 2nd Tuesday @ 7:30 pm @ Yack Arena
December 13th

May 10th

June 21st Special Exception

July 12th

August 9th

September 13th

October 11th

November 15th Special Exception