



# **AGENDA**

REGULAR SESSION

MONDAY, JUNE 6, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE SHERI FRICKE

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **MINUTES**

## **COMMUNICATIONS MISCELLANEOUS**

1. McKinley School Project – Robert J. Benson
2. Citizen Communication – J.P. Karas

## **PERSONS IN THE AUDIENCE**

## **NEW BUSINESS (ELECTED OFFICIALS)**

## **COMMUNICATION FROM CITY AND OTHER OFFICIALS**

3. Commission Reappointments
4. Appointment to Police & Fire Commission
5. Unpaid Special Assessment Installments
6. Liquor License Request Recommendation – Lost Lake Distillery LLC, 142 Maple
7. Election Workers – Co-Chair Designation
8. Wyandotte Stars Contract
9. Oakwood Cemetery Walk Hold Harmless
10. Special Events:
  - a. WSAF Guide Book – Community Publishing (Wyandotte Today) Publication Contract
  - b. Special Event Application – Seaway Boat Club
  - c. WSAF Michigan Lottery Sponsorship
  - d. WSAF Children’s Entertainment Area
11. Rezoning of Properties – 21, 21 ½, & 23 Walnut
12. Request for Outdoor Café – 2903 Biddle Avenue, Whiskeys on the Water
13. Grant of License – 4265 19<sup>th</sup> Street
14. Sale of City Owned Property at Former Vacant 3<sup>rd</sup> Street
15. Gutter Repairs Quote – 81 Chestnut

## **REPORTS & MINUTES**

City Council	May 23, 2016
Daily Cash Reciepts	May 25 & 26, 2016
Design Review Committee	May 17, 2016
Police Commission Meeting	May 10 & May 24, 2016
Recreation Commission	May 10, 2016
TIFA/BRDA	January 19 & May 17, 2016

## **BILLS & ACCOUNTS**

## **CITIZENS PARTICIPATION**

## RECESS & RECONVENE

## HEARINGS

- Show Cause Hearing, 517 Riverbank

## RESOLUTIONS

## ADJOURNMENT

Robert J. Benson  
404 Vinewood  
Wyandotte, MI 48192

May 24, 2016

Honorable Mayor and Council  
City Hall  
Wyandotte, MI 48192

RECEIVED

MAY 24 2016

CITY CLERK  
CITY OF WYANDOTTE

**Subject: McKinley School Project**

**Gentlemen and Madam:**

**After watching the May 23, 2016 Council Meeting I feel I must write this letter to provide the facts regarding what transpired at the July 17, 2014 Planning Commission Meeting and Public Hearing #032416 (former McKinley School). As the Commissioner who made both motions regarding this property I feel I have the duty to make what actually happened clear.**

**The Coach Lite Project was not denied by the Planning Commission as that was not what was before us. What was before us was the rezoning of the McKinley School property from RA (single family) to PD (planned development) which would be required for any large project. We did not discuss any specific project as that was not what was before us.**

**It became evident from the hearing that there was a lot of concern and misinformation with regard to this property. So I put forward the following resolutions:**

**1<sup>st</sup> MOTION BY COMMISSIONER BENSON, supported by Commissioner Parker to recommend to the City Council that the request of the City Engineer to rezone the property at 640 Plum (former McKinley School), Lots 8 to 14 Block 178 including Cherry Street from 6<sup>th</sup> to 7<sup>th</sup> Streets and Lots 1 to 14 Block 179, Plat of Part of Wyandotte, from Single Family Residential District (RA) to Plan Development District (PD) be Denied for rezoning.**

**2<sup>nd</sup> MOTION BY COMMISSIONER BENSON, supported by Commissioner Duran to recommend to City Council that the Council meet with the McKinley Neighborhood to brain storm with neighbors for proposed projects for the site.**

**Both Motions Passed with eight commissioners voting for them and one commissioner absent.**

**It should also be noted that on zoning matters Planning does not have the power to deny anything they can only Recommend to City Council which makes the final decision.**

**Respectfully Submitted,**

A handwritten signature in black ink, appearing to read 'R. Benson', with a long, sweeping underline.

**Robert J. Benson**

**Planning Commissioner**

**Wyandotte, MI 48192**

**J.P. Karas**  
2614 12<sup>th</sup> Street  
Wyandotte, Michigan  
48192

June 2, 2016

Mayor & City Council  
City of Wyandotte  
3000 Biddle  
Wyandotte, Michigan 48192

Dear Mayor and Council,

I am writing concerning the council meeting of May 23, 2016.

I have hesitated in submitting this letter and attached document as I was not sure if this was correct forum to voice my concerns, when my name is referenced from the horseshoe in conjunction with the words crimes, corruption, thugs, and FBI, when I am contacted by family, friends, neighbors and clients who relate concern over this issue then I feel this is the correct forum.

The process all started with the placing of an ad on the Wyandotte Cable (copy attached). The ad was subsequently pulled and then reposted with addition of my name, and address and verbiage that this was not endorsed by any candidate.

The process continued at the Council Meeting of 5/23/16. Councilman Galeski made comments (as a councilman) concerning the McKinley property and then reserved the right to continue his comments after all others had spoken.

I wish to state at this time that I do not fault either the Chair of the Meeting or the Mayor for allowing Galeski to resume his comments from the Horseshoe. I feel the Mayor & Chair were blindsided, as most would assume that when a request is made in the capacity as a councilman the remaining comments would also be spoke in that same capacity. Mr. Galeski prefaced his remaining comments by stating he is speaking only for himself and no one else (paraphrase). At that time Mr. Galeski should have been asked to continue his comments not from the horseshoe as a representative of the city, but from the podium as a member of the audience.

The move from horseshoe to podium is important as it takes away any doubt as to the role of the speaker, a councilman or audience participant. The move also strips away the representation by the City legal counsel in the event of litigation and allows the listener to know without a doubt that comments made are not those of a representative of the city nor endorsed by the city or other council persons.

**RECEIVED**

JUN 2 2016

CITY CLERK  
CITY OF WYANDOTTE

I hope that Mr. Galeski's comments will not adversely affect relations with the citizens or governing bodies of those "Cities to the North". Mr. Galeski's comments could be construed that all cities north of Wyandotte are corrupt and governed by thugs and criminals. I further hope they do not adversely affect the patronage of Wyandotte businesses by these "Northerners". Regardless of where you live the residents take pride in the home, block, neighborhood and city where they live and do not need to be insulted by someone from the south.

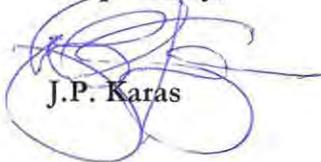
At this time I wish to defend myself and say that I have indirectly been in contact with the FBI and was informed that my ad was a text book example of the rights granted to all under the 1<sup>st</sup> amendment. They thought it odd that an individual with a long background in law enforcement was unaware of the rights that are most protected not only in the City of Wyandotte and the State of Michigan but the entire United States.

I have no recommendations to offer with regard to sanctions or other punitive actions to be placed upon Mr. Galeski as I truly believe that his words and actions will result in the ultimate punishment a politician can sustain and sentencing will be passed down not from the FBI Crimes & Corruption Unit but from the voting residents of the City of Wyandotte. I do respectfully ask that if any employee of Municipal Service was reprimanded because a council member's posterior was invaded by an insect as a result of the placement of the ad in question, that the punishment be rescinded as it could be argued that it was not the action to run the ad that was in error but the removal of the ad that was improper.

I would like to thank Mr. Galeski for giving me the opportunity to make the ad in question a part of the permanent record. I realize that all members of council have seen the ad but I have included a copy with this communication for all residents to see and reference. I am sure that two other members of council are equally thankful for availing me this opportunity.

In closing I would like to say we all have a degree of schooling but the lessons learned and applied are what is most important. I believe Mr. Galeski has been schooled and what lessons he takes away are entirely up to him.

Respectfully,



J.P. Karas

**NO VOTES ON THE  
MCKINLEY PROPERTY**

**EQUALS**

**NO VOTES @ ELECTION**

***SEND THEM A MESSAGE!!!!!!***

Galeski- [dgaleski@wyan.org](mailto:dgaleski@wyan.org) Micura- [tmiciura@wyan.org](mailto:tmiciura@wyan.org) Fricke- [smfricke@wyan.org](mailto:smfricke@wyan.org)

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 3

**ITEM:** Reappointments to Various Commissions

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Several commissioners on various boards are due for reappointments.

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

**ACTION REQUESTED:** Adopt a resolution to concur with the Mayor's request to reappoint various commissioners.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: June 6, 2016

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

RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint the following:

BUILDING CODE BOARD OF APPEALS – Term to Expire April 2020

Francesco, Badalamenti, 451 Clinton, Wyandotte, MI 48192

William Butch, 1034 16<sup>th</sup>, Wyandotte, MI 48192

Daniel Johnson, 2416 20<sup>th</sup>, Wyandotte, MI 48192

Louis Parker, 518 Mulberry, Wyandotte, MI 48192

Dave Zanley, 255 Elm, Wyandotte, MI 48192

CULTURAL AND HISTORICAL COMMISSION – Term to Expire December 2019

Kenneth, Munson, 2755 22<sup>nd</sup>, Wyandotte, MI 48192

Suzanne Pilon, 2271 21st, Wyandotte, MI 48192

Anne Ronco, 336 Chestnut, Wyandotte, MI 48192

Marshall, Wymore, 2016 Oak, Wyandotte, MI 48192

PLANNING & REHABILITATION COMMISSION – Term to Expire April 2019

Barb Duran, 3326 12<sup>th</sup>, Wyandotte, MI 48192

Elizabeth Krimmel, 610 Highland, Wyandotte, MI 48192

Charles Lupo, 469 Cedar, Wyandotte, MI 48192

Raymond Parker, 1203 Superior, Wyandotte, MI 48192

Stanley Pasko, 1291 10<sup>th</sup>, Wyandotte, MI 48192

MUNICIPAL SERVICE COMMISSION – Term to Expire April 2020

Michael Sadowski, 1041 Cedar, Wyandotte, MI 48192

BOARD OF EXAMINERS OF PLUMBERS – Term to Expire November 2020

Larry Langdeau, 2230 19<sup>th</sup>, Wyandotte, MI 48192

Mike Quint, , 13169 Cherry, Southgate MI 48195

Natalie Rankine, 504 Emmons, Wyandotte, MI 48192

Stanley Rutkowski, 2508 19<sup>th</sup>, Wyandotte, MI 48192

BOARD OF EXAMINERS OF ELECTRICIANS – Term to Expire April 2017

Thomas Kaul, 3115 Van Alstyne, Wyandotte, MI 48192

Lou Parker, 518 Mulberry, Wyandotte, MI 48192

Mark Ramirez, 2283 20<sup>th</sup>, Wyandotte, MI 48192

Stanley Rutkowski, 2508 19<sup>th</sup>, Wyandotte, MI 48192

I move the adoption of the foregoing resolution.

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

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

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

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 4

**ITEM:** Appointment to Police & Fire Commission

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Dr. Michael Izzo of the Police and Fire Commission has resigned via a telephone call to the Mayor.

A resume has been received from resident Bob Heck to serve on the commission.

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

**ACTION REQUESTED:** Adopt a resolution to accept the resignation of Dr. Michael Izzo and concur with the Mayor's request to appoint Bob Heck to the Police & Fire Commission.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Resume of Bob Heck

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: June 6, 2016

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

RESOLVED that City Council hereby accepts the resignation of Dr. Michael Izzo from the Police & Fire Commission and thanks him for his service; and

BE IT FURTHER RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Bob Heck of 1283 Cedar, Wyandotte, MI to the Police & Fire Commission. Term to expire April 2019.

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	_____

## BOB HECK

1282 Cedar Wyandotte Mi, 48192

Telephone:

**NOT FOR PUBLIC RELEASE**

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### DMA System Administrator

#### Job Description:

Oversee Downriver Mutual Aid 911 and Public Safety 800 Mhz Radio systems. Coordinate contractors to perform various maintenance requirements at 4 DMA radio tower sites. Schedule 911 and Radio upgrades for all 16 DMA communities. Oversee ongoing public safety communications and 911 maintenance services for the DMA 911 district.

#### CORE STRENGTHS

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Communicate with DMA Chiefs. Regarding the status of the current 911 system and 800 Mhz radio system and to maintain and promote interoperability among all regional partners.

- Coordinate activity relating to training of DMA 911 and 800 Mhz radio system.

- Maintain a current understanding of the status of all 911 connected agencies. Update radio data base by adding new users and equipment when necessary.

#### PROFESSIONAL EXPERIENCE

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**4/04/12 – Present**

Downriver Community Conference

Southgate,

##### *Job Description*

- Coordinate Activity at all DMA PSAP and Tower locations relating to the DMA 911 and 800 Mhz Radio network.
- Upgrade 911 locations as technology advances to keep all 16 DMA communities at the forefront of next Gen 911.
- Assist with purchasing and procurement of communications gear for all of the DMA Police and Fire agencies.
- Program radios when possible to reduce cost to communities.
- Attend DMA Police and Fire meetings and to assist with 911 or communications related projects.
- Maintain spare Communications gear for emergency response needs of the DMA.
- Coordinate with PSAP's who are users of the DMA 911 System. Assist in training and act as a liaison to the assigned maintenance vendors.
- Obtain quotes and develop contracts with vendors for maintenance at Tower locations.
- Develop, advertise and score RFP's for all work exceeding DCC purchase limits to comply with DCC purchasing policy.
- Assist with Grant activity relating to 911 and Radio communications.
- Maintain a seat on the Wayne County UASI board to assist with regional area Grant Projects
- Complete the State of Michigan 911 annual reports each year.
- Assist with the budgeting of the DMA 911 and radio networks to adhere with allowable expences of the State of Michigan 911 surcharge.
- Assist and promote efforts of the DMA to consolidate services when possible.

## **WORK HISTORY**

- **2/20/1986 to 4/4/2012-** Wyandotte Police Department 2015 Biddle Ave Wyandotte Mi 48192.
- Police Officer for the City of Wyandotte Mi. Patrol officer from 1986 to 1996, Detective Sergeant from 1996 to 2003, Detective Lieutenant from 2003 to 2005,
- 2005 to 2007 Interim Chief of Police City of Wyandotte.
- 2007 to 2012 Assistant Chief, Detective Lieutenant.
- Performed general police duties as a patrol officer, Conducted investigations of various criminal activities as a Detective. Oversee all investigative activity for the City of Wyandotte, in charge of the Downriver Violent Crimes Task force for 1 year during in 2010. Also a member of the DMA Hostage Negotiators Team from 2009 to 2012.
- Wyandotte Police Reserve Officer from 1979 to 1986.

## **EDUCATION AND CREDENTIALS**

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Graduate of Eastern Michigan School of Police Staff and Command, 2004

Graduate of Eastern Michigan school of Forensic Computer investigations 2005

High School Graduate. Roosevelt High School Wyandotte Mi. 1976

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 5

**ITEM:** Various Services performed by the City of Wyandotte

**PRESENTER:** Todd Drysdale, City Administrator *Drysdale*

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Attached is a list of Special Assessment Installments (sidewalks/alley paving/streetscape) that have not been paid. In accordance with Section 222 of the City Charter, said charges should be placed as a special assessment against property.

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

**ACTION REQUESTED:** Approve said charges to be placed as a special assessment against properties on the 2016 Summer Tax Roll.

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

**IMPLEMENTATION PLAN:** The City Assessor to spread said charges on the 2016 Summer Tax Roll.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur with recommendation.

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

**MAYOR'S RECOMMENDATION:** Concur with recommendation. *ADP*

**LIST OF ATTACHMENTS:** Special Assessment Roll for 2016 Summer Tax Roll

**MODEL RESOLUTION:**

RESOLVED by City Council that Council hereby concurs in the recommendation of the City Administrator in his communication regarding the list of delinquent Special Assessments Installments; AND

BE IT FURTHER RESOLVED that Council directs the City Assessor to spread said charges on the 2016 Summer Tax Roll.

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	_____

SPECIAL ASSESSMENT ROLL  
All Records  
All Special Assessments  
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
57 003 01 0001 000	PRIOR, MICHELLE 1512 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	38.69
57 003 01 0004 002	SWART, MONICA 1496 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	57.83
57 003 01 0007 000	AUBIN, PAIGE E. 1480 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	27.09
57 003 01 0024 304	OSTROWSKI, BERNEDETTE 1300 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	38.02
57 003 01 0068 002	VELLMURE, TONI 1045 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.15
57 003 01 0076 002	BREWER, PATRICK 1097 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	22.32
57 003 01 0080 002	KANE, TRACY 1123 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	38.69
57 003 01 0084 002	SIMPSON, LISA 1147 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	39.06
57 003 01 0096 002	JUSTICE, MARY 1219 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	26.17
57 003 01 0102 002	PORTWOOD, DAWN 1419 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.15
57 003 01 0111 002	YOUNG, BRIAN/LAURA 1475 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	43.36
57 003 01 0137 002	PHILLIPS, RACHEL L 1408 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	61.67
57 003 01 0152 002	BUCHKO, TIM/FRANCES 1156 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	0.93
57 003 01 0167 000	LOECKNER, TRESA 1066 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	127.65
57 003 01 0191 002	BALL, MELISSA 1075 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	64.53
57 003 01 0223 002	WARD, DENNIS 1473 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 01 0230 000	SCHAFERR, HAROLD 1515 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	108.76
57 003 01 0243 000	MEADOWS, GARY/DOROTHY 1448 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	5.73
57 003 01 0253 002	DOYLE, BRIAN 1180 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 02 0013 001	FEDERAL NATIONAL MORTGAGE 1843 GODDARD WYANDOTTE MI 48192	935B: 2013 Sidewalk	127.16
57 003 02 0033 000	LYONS, THOMAS 1053 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	44.05
57 003 02 0042 000	WINEGARDEN, JOAN 1123 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	55.15
57 003 02 0046 000	LAZAREK, CHRISTOPHER/LISA 1405 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	171.59
57 003 02 0048 002	GENRICH, DAVID/ELIZABETH 1423 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	35.93
57 003 02 0050 002	KARL, JAMIE R. 1439 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	26.81
57 003 02 0052 002	RISK, EDA 1449 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	36.76

Parcel No	Owners Name	Sp. Assessment	Amount
57 003 02 0054 002	HUGHES, SHARON L 1465 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	57.83
57 003 02 0057 000	GRETKE, LAURA 1481 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	34.48
57 003 02 0072 002	SAWMILLER, CHRISTOPHER/CH 1444 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	130.23
57 003 02 0075 002	MCCUISTON, TIMOTHY R/BROO 1424 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	79.67
57 003 02 0087 000	WILLIAMS, DENNIS 1086 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	9.47
57 003 02 0103 000	HILBERT, NICHOLAS 1085 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	21.83
57 003 02 0108 002	TAROLLI, JEFF/KAREN 1125 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	36.85
57 003 02 0116 002	PEREZ LIVING TRUST 1449 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	21.55
57 003 02 0138 000	PRATER, DENNIS/SUZANNE 1436 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	7.11
57 003 02 0142 002	FARRELL, CATHLEEN 1404 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	117.58
57 003 02 0152 002	JACIUK, STANLEY/SHERYL 1064 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	50.94
57 003 02 0155 002	RESTO, MANUEL/CAROL 1046 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	39.45
57 003 02 0156 002	JAMIESON, ANDREA/GEOFFREY 1036 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	62.82
57 003 02 0157 002	KOSLAKIEWICZ, KEVIN 1028 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	39.45
57 003 02 0164 002	SCOTT, ALANNA 1075 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	23.74
57 003 02 0169 002	CHOLETTE, SUSAN 1107 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 02 0173 002	LABOE, BURTON 1139 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	59.37
57 003 02 0185 000	CPI HOUSING FUND LLC 1473 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	58.99
57 003 03 0022 000	MEHI, JEAN 1404 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	241.73
57 003 03 0025 000	WEBER, RANDALL R 1428 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	17.62
57 003 04 0002 303	5 CHOICES LLC 1005 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	94.22
57 003 04 0023 000	SAWICKI, BETTY 2126 BAUMEY WYANDOTTE MI 48192	935B: 2013 Sidewalk	36.39
57 003 04 0027 002	JAROSZ, WILLIAM PAUL 2104 BAUMEY WYANDOTTE MI 48192	935B: 2013 Sidewalk	76.99
57 003 04 0043 002	BROWN, DIANNE L 1159 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	57.83
57 003 04 0053 000	NELSON, GLEN D 1404 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	132.90
57 003 04 0054 000	MCCLEESE, RHONDA 1182 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	153.78

SPECIAL ASSESSMENT ROLL  
All Records  
All Special Assessments  
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
57 003 04 0055 002	BEAUCHAMP, JEFFREY/QUARTZ 1172 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	32.56
57 003 04 0059 002	BEARD, WILLIAM 1138 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.15
57 003 04 0066 000	KING, DAVID 2107 BAUMEY WYANDOTTE MI 48192	935B: 2013 Sidewalk	38.69
57 003 04 0071 000	DELGADO, KELLEE 2125 BAUMEY WYANDOTTE MI 48192	935B: 2013 Sidewalk	0.30
57 003 04 0092 300	TUCKER, TIMOTHY R. 1425 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	1.61
57 003 05 0002 000	MATWIEJCZYK, REBECCA 1504 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	3.70
57 003 05 0005 000	MARTIN, JOYCE/JODI 1478 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	57.45
57 003 05 0011 000	JOHNSON, NICOLE 1485 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	82.36
57 003 05 0012 000	HUNLEY, DANIELLE 1493 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	17.62
57 003 05 0013 000	WILLIAMS, ROY 1503 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 05 0027 000	SUDAK, KATHLEEN 1433 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	6.23
57 003 05 0032 000	TULLOCK, CRAIG 1475 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 05 0035 000	GRABOWSKI, DAVID 1501 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	7.49
57 003 06 0006 000	CHRISTIE, PATRICIA 1462 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	8.30
57 003 06 0009 000	MCCANDLESS, NICHOLAS L/MO 1434 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	46.28
57 003 06 0017 000	BOLAN, COLLEEN 1154 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	230.35
57 003 06 0019 000	GARCIA, SARA ANNE 1136 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.54
57 003 06 0020 000	KENDEA, SUSAN M. 1126 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	40.53
57 003 07 0014 000	ARANZO, DORIS/TONY 1419 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	127.71
57 003 07 0016 002	THOMA, BRIDGET R 1405 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	1.65
57 003 07 0032 000	PIASECKI, JOSEPH 1259 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	6.98
57 003 07 0046 000	MORENCIE, PAUL 1071 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	7.70
57 003 07 0072 002	SEBESTIN, ANNETTE 1086 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	1.78
57 003 07 0074 000	WELLS FARGO 1204 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	37.15
57 003 07 0104 002	WESTON, JOHN W. III 1434 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	41.23
57 003 07 0114 000	LABUTE, FRANK 1496 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	4.97

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57 003 08 0093 000	LIANGOS, PATRICIA 1645 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	24.69
57 003 08 0110 000	MARKS, GLENDA 1867 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	36.76
57 003 08 0111 000	DAVIS, GARY 1873 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	58.21
57 003 08 0144 000	GONZALES, JESSE JR 1642 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	8.66
57 003 08 0152 002	KARAFOTIS, NICK/DEBORAH 1629 22ND WYANDOTTE MI 48192	935B: 2013 Sidewalk	61.67
57 003 08 0165 000	OLSZOWY, JESSICA LYNN/STA 2141 DAVIS WYANDOTTE MI 48192	935B: 2013 Sidewalk	22.83
57 003 08 0186 001	PALAMARA, LANCE/DARLA 1890 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	7.42
57 003 08 0188 002	TOTH, JASON 1864 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	81.60
57 003 08 0203 000	WINKLER, CHRISTOPHER 1660 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	100.37
57 003 08 0207 002	PODSIAD, RONALD/MARSHA 1620 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	78.14
57 003 08 0234 002	SILVASSY, JEAN 1889 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	135.97
57 003 08 0271 000	BALOGH, JAMES/JILL 1604 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	58.60
57 003 08 0272 000	DUANE, LAURA JEAN 1611 20TH VAC WYANDOTTE MI 48192	935B: 2013 Sidewalk	37.92
57 003 08 0276 000	KOROGIANNOS, GUS 1633 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	2.39
57 003 08 0279 000	NOLES, CURTIS 1661 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	77.75
57 003 08 0280 000	COULTER, TIMOTHY 1667 20TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 08 0335 000	ZACK, JASON/JOHN/CONCETTA 1611 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	115.67
57 003 08 0339 000	BACHRAN, TAMMIE LYNN 1641 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	38.69
57 003 08 0348 000	ORSARGOS, STEPHEN 1843 DAVIS WYANDOTTE MI 48192	935B: 2013 Sidewalk	77.75
57 003 08 0352 000	PRYOR, DOUGLAS/PATRICIA 1841 19TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	37.54
57 003 08 0379 000	LAWITZKE, LOUISE 1805 DAVIS WYANDOTTE MI 48192	935B: 2013 Sidewalk	6.61
57 003 08 0390 000	HLADCHUK, WALTER L 1640 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	23.76
57 003 08 0391 000	BISE, KARI LYNN 1632 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	39.06
57 003 08 0394 000	YEE, ANNA 1608 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	57.45
57 003 08 0417 000	MCKAY, JOSEPH P. 1867 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	3.63
57 003 08 0420 000	ADAMS, BRIAN 1889 18TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	7.49

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57 003 08 0435 302	DAISY, MICHAEL/CATHERINE 1864 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	2.24
57 003 08 0455 000	BAILO, MADELINE/TODD 1618 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	1.69
57 003 08 0456 301	STECHSCHULTE, DENNIS 1604 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	6.57
57 003 08 0462 000	KROLL, KELSEY NOELLE 1635 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	15.97
57 003 08 0470 002	BILSKI, MARK A. 1628 DAVIS WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.92
57 003 08 0477 002	WEBSTER, SHAWN/JESSICA 1855 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	42.67
57 003 08 0482 000	MCKINNEY, HOLLY K 1889 17TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.15
57 003 08 0490 000	JACOBS, MERRITT 1616 FORD WYANDOTTE MI 48192	935B: 2013 Sidewalk	84.31
57 003 08 0498 000	SLIWKA, PAULA 1856 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	58.99
57 003 08 0499 000	CABLE, KRISTEN/ GUGLIELME 1850 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	1.62
57 003 08 0500 000	BITNER, CARLA 1842 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.54
57 003 08 0513 000	MAGDALENIC, TIMOTHY/JUDIT 1640 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	39.83
57 003 08 0517 000	NAPIER, MARY 1610 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	78.14
57 003 08 0524 000	MAMO, CYNTHIA 1641 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	75.98
57 003 08 0533 000	VARNEY, TERESA 1543 DAVIS WYANDOTTE MI 48192	935B: 2013 Sidewalk	57.45
57 003 08 0536 000	KLING, SANDRA 1835 16TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	37.81
57 003 08 0549 000	LAPORTE, TIMOTHY 1522 FORD WYANDOTTE MI 48192	935B: 2013 Sidewalk	35.50
57 003 08 0555 000	MILLER, SUSAN 1886 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	40.60
57 003 08 0565 303	SLUBOWSKI, ERIK 1846 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.54
57 003 08 0597 002	RUSHLOW, RUTH 1636 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	22.21
57 003 08 0602 002	YBARRA, DAVID D 1614 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	37.15
57 003 99 0004 000	BARNHART, JILLIAN/STAMPER 1443 21ST WYANDOTTE MI 48192	935B: 2013 Sidewalk	2.28
57 005 04 0003 001	WYANDOTTE SCHOOL DISTRICT 1275 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	3,028.11
57 005 06 0071 002	ANDERSON, ASHELY 1215 GODDARD WYANDOTTE MI 48192	935: 2012 Sidewalks	26.60
57 005 06 0090 002	KRAUSER, WILLIAM/CHRISTIN 1113 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	57.16
57 005 06 0091 002	SCLAFANI, ONORATO 1103 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	179.66

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57 005 06 0097 002	MEYERS, SUSANNE 1065 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	3.27
57 005 06 0098 002	YANDO, DANIEL R 1055 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.10
57 005 06 0114 002	COATES, DONALD/MARIANNE 1044 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	8.29
57 005 06 0116 002	HEPP, DENNIS 1054 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.22
57 005 06 0120 000	MCEWAN, JANE 1080 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	45.76
57 005 06 0121 002	THEISEN, GREGORY 1090 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	226.99
57 005 06 0123 002	GELETZKE, KIMBERLY/CHRIST 1106 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	53.94
57 005 07 0003 002	SCOTT, RAYMOND J. 1009 GODDARD WYANDOTTE MI 48192	935: 2012 Sidewalks	204.47
57 005 07 0009 002	DELISLE, JEREMY/TAMME JO 1054 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.45
57 005 07 0022 002	WALLACE, NICHOLE/RICHARD 1128 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	77.29
57 005 07 0055 002	SLIWINSKI, THOMAS/GAIL 1275 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	16.23
57 005 07 0056 002	CLINTON-MCDOWELL, LISA 1267 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.45
57 005 07 0070 002	DENNIS, RICKY JR 1129 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	12.76
57 005 07 0076 000	WINDHURST, MICHAEL 1095 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	20.78
57 005 07 0085 002	KLEINSORGE, KRISTA 1037 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	21.87
57 005 07 0111 002	KRASTES, ROBERT 1106 ELECTRIC WYANDOTTE MI 48192	935: 2012 Sidewalks	95.24
57 005 07 0129 000	FALWELL, SHAWN 1264 ELECTRIC WYANDOTTE MI 48192	935: 2012 Sidewalks	18.22
57 005 07 0131 002	MOUSOULEAS, ALEXANDER II 1280 ELECTRIC WYANDOTTE MI 48192	935: 2012 Sidewalks	2.31
57 006 02 0062 000	PAWLOWSKI, WALTER H. 1009 ANTOINE WYANDOTTE MI 48192	935: 2012 Sidewalks	95.77
57 006 02 0068 002	DESSER, BURTON 1047 ANTOINE WYANDOTTE MI 48192	935: 2012 Sidewalks	18.96
57 006 02 0069 002	SHOCKLEY, CATHY 1057 ANTOINE WYANDOTTE MI 48192	935: 2012 Sidewalks	18.60
57 006 02 0081 002	PACE, ROSANNE 940 HUDSON WYANDOTTE MI 48192	935: 2012 Sidewalks	70.86
57 006 02 0085 002	FLAISAHNS, WILLIAM 914 HUDSON WYANDOTTE MI 48192	935: 2012 Sidewalks	125.02
57 006 03 0271 303	BARTOLOTTA, CATHY 1299 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.96
57 006 03 0288 001	LASS, LAURA 1126 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	67.88
57 006 03 0296 002	DONLON, JEFFREY A 1244 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	43.93

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57 006 03 0300 002	MANTHEI, CAROL/ALBERT DUV 1270 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	48.84
57 006 03 0306 002	MULLINS, JEFFREY/JANIS 1312 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	136.20
57 006 03 0320 000	RADEMACHER, MARY 1544 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	26.87
57 006 03 0326 000	BIELAWSKI, KELLY A. 1588 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	5.45
57 006 03 0338 002	WATSON, JAMES/WATSON, WIL 1515 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	87.30
57 006 03 0342 002	DAILEY, ELIZABETH 1485 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.96
57 006 03 0344 000	BLANCHETTE, CHARLES 1477 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	35.72
57 006 03 0349 002	KARAFI, DENISE 1437 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	40.09
57 006 03 0350 002	HODSON, WILLIAM 1429 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	91.12
57 006 03 0353 002	MCPHALL, CATHERINE A. 1411 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	6.67
57 006 03 0355 001	ABEN, EILEEN T. 1311 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	292.68
57 006 03 0358 002	LAWYER, MARK/BEVERLY 1287 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	37.18
57 006 03 0366 002	WARREN, LAWRENCE/CARRIE 1231 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	50.02
57 006 03 0406 002	IZICKI, EDWARD JR. 1502 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	97.31
57 006 03 0410 000	STONE, JOHN/KAY 1526 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	104.24
57 006 03 0417 000	SAUVE, LEONARD 1569 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	37.54
57 006 03 0435 002	KROPOG, EDWARD 1439 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	60.53
57 006 03 0445 002	ROST, COLLEEN 1279 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	25.55
57 006 03 0457 000	ROJAS, ALEJANDRO JR. 1119 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	79.20
57 006 03 0497 002	SHARBA, JAMES 1536 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	37.54
57 006 03 0498 002	PASTERNAK, MATTHEW 1546 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	54.67
57 006 04 0001 000	WYANDOTTE SCHOOL DISTRICT 1515 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	3,898.67
57 006 05 0011 000	DREAN, DAMA DARICE 1865 15TH WYANDOTTE MI 48192	935: 2012 Sidewalks	44.30
57 006 05 0018 000	GRANDY, KATHLEEN A 1817 15TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.60
57 006 05 0021 000	LEMERAND, JAMES 1773 15TH WYANDOTTE MI 48192	935: 2012 Sidewalks	57.22
57 006 05 0043 000	CONSIGLIO, LOUISE 1788 14TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.45

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57 006 05 0049 000	ROBERTS, CHRISTOPHER J 1826 14TH WYANDOTTE MI 48192	935: 2012 Sidewalks	39.00
57 006 05 0055 000	BAKER, SCOTT 1864 14TH WYANDOTTE MI 48192	935: 2012 Sidewalks	39.74
57 006 05 0069 000	LOPEZ, MARISSA 1849 14TH WYANDOTTE MI 48192	935: 2012 Sidewalks	52.77
57 006 05 0088 002	TEST, SUZANN 1711 14TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.22
57 006 05 0094 000	BAXTER, WILLIAM/ROBERTSON 1724 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	22.96
57 006 05 0111 000	CICHOCKI, ANN 1846 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	55.76
57 006 05 0127 000	MACKO, ANTHONY 1855 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.60
57 006 05 0149 000	CIT BANK NATIONAL ASSOCIA 1705 13TH WYANDOTTE MI 48192	935: 2012 Sidewalks	18.22
57 006 05 0166 000	POTAS, JOHN LIVING TRUST 1814 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	6.04
57 006 05 0171 002	SHIELS, LORI 1850 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.09
57 006 05 0198 000	VEGA, ANDREA BOYLE 1773 12TH WYANDOTTE MI 48192	935: 2012 Sidewalks	6.78
57 006 05 0248 002	MEDINA, ALFRED/LYNN 1867 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.45
57 006 05 0264 000	WHEATLEY, GREGORY/KRISTIE 1745 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	79.83
57 006 06 0001 000	RAUPP, ERIC/REBECCA 1607 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	9.35
57 006 06 0012 000	ROSS, CRYSTAL/MICHAEL 1541 11TH WYANDOTTE MI 48192	935: 2012 Sidewalks	25.89
57 006 07 0126 000	COLLEY, LATOYA 1844 ELECTRIC WYANDOTTE MI 48192	935: 2012 Sidewalks	21.14
57 006 07 0129 000	CHLIPALA, DIANE M. 1826 ELECTRIC WYANDOTTE MI 48192	935: 2012 Sidewalks	36.50
57 006 07 0135 000	FARRIS, JANEL A 1766 ELECTRIC WYANDOTTE MI 48192	935: 2012 Sidewalks	45.78
57 006 07 0156 000	PUTZ, STACEY M. 1757 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	2.72
57 006 07 0160 000	DANIAS, ANTHONY 1805 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	131.22
57 006 07 0166 000	WALTERS, WHITNEY 1843 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	65.64
57 006 07 0171 002	STARR GROFF/RICHARD OLIVE 1879 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	36.82
57 006 07 0175 301	VITALE, VINCENZO 966 FORD WYANDOTTE MI 48192	935: 2012 Sidewalks	64.23
57 006 07 0188 002	GIBSON, CHARLES/REGINA 1860 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	11.51
57 006 07 0200 000	SCHULTE, ERIC/TIFFANI 1764 10TH WYANDOTTE MI 48192	935: 2012 Sidewalks	111.53
57 010 04 0004 000	SYED, HUMAYUN/DEBRA 135 CEDAR WYANDOTTE MI 48192	931: 2009 Sidewalks	56.39

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57 010 06 0001 001	ROBERTS, RAYMOND/RACHEL 2303 3RD WYANDOTTE MI 48192	931: 2009 Sidewalks	81.86
57 010 08 0003 001	COACHLIGHT PROPERTIES LLC 2218 BIDDLE WYANDOTTE MI 48192	931: 2009 Sidewalks	62.87
57 010 15 0014 002	SWINT, DANIEL J./ANNE MAR 162 POPLAR WYANDOTTE MI 48192	931: 2009 Sidewalks	20.86
57 010 17 0001 001	GARTNER, RUSSELL/MARGARET 99 POPLAR WYANDOTTE MI 48192	932: 2010 Sidewalks	259.03
57 010 17 0001 002	AHLES, STEVE/JUDY 2513 1ST WYANDOTTE MI 48192	932: 2010 Sidewalks	127.59
57 010 22 0001 001	CISCO, DONALD R/JUDITH K 163 VINEWOOD WYANDOTTE MI 48192	932: 2010 Sidewalks	53.45
57 010 22 0001 002	CIANFARANI, RUDOLPH 2621 2ND WYANDOTTE MI 48192	932: 2010 Sidewalks	223.66
57 010 23 0001 001	STANHOPE, CYNTHIA 267 WALNUT WYANDOTTE MI 48192	931: 2009 Sidewalks	49.11
57 010 23 0009 002	PAUL, IRA - TRUST 216 POPLAR WYANDOTTE MI 48192	931: 2009 Sidewalks	27.22
57 010 26 0005 001	YOSCOVITS, JEROME 225 SUPERIOR WYANDOTTE MI 48192	932: 2010 Sidewalks	22.79
57 010 26 0007 002	STUDIO 416 2720 2ND WYANDOTTE MI 48192	932: 2010 Sidewalks	4.33
57 010 26 0008 000	DORRIS, HELEN 204 CHESTNUT WYANDOTTE MI 48192	932: 2010 Sidewalks	39.47
57 010 29 0010 001	MOISSON, GERRE 2724 VAN ALSTYNE WYANDOTTE MI 48192	932: 2010 Sidewalks	20.05
57 011 03 0005 002	GALLERY BUILDING, LLC 2955 BIDDLE WYANDOTTE MI 48192	860: Streetscape Phas	584.03
57 011 05 0004 000	7-ELEVEN, INC. 2822 BIDDLE WYANDOTTE MI 48192	932: 2010 Sidewalks	134.33
57 011 06 0010 000	RICKLES PROPERTIES LLC 128 OAK WYANDOTTE MI 48192	879: Streetscape Phas	623.23
57 011 06 0011 000	SPODEK, LEONARD 166 OAK WYANDOTTE MI 48192	879: Streetscape Phas	874.14
57 011 07 0011 002	PKM HOLDINGS LLC 140 ELM WYANDOTTE MI 48192	884: Streetscape III	766.42
57 011 08 0002 002	MURRAY, DANIEL 2926 BIDDLE WYANDOTTE MI 48192	841: Streetscape	91.38
57 011 08 0003 001	HORNBY DIVERSIFIED MANAGE 2934 BIDDLE WYANDOTTE MI 48192	841: Streetscape	51.34
57 011 08 0003 001	HORNBY DIVERSIFIED MANAGE 2934 BIDDLE WYANDOTTE MI 48192	866: Streetscape II	77.33
57 011 08 0003 003	HORNBY DIVERSIFIED MANAGE 2938 BIDDLE WYANDOTTE MI 48192	841: Streetscape	51.34
57 011 08 0003 003	HORNBY DIVERSIFIED MANAGE 2938 BIDDLE WYANDOTTE MI 48192	866: Streetscape II	266.56
57 011 09 0006 002	OAK WYANDOTTE LLC 3016 1ST WYANDOTTE MI 48192	933: 2011 Sidewalks	15.56
57 011 09 0011 000	MAZLOUM, MAHMOUD 130 MAPLE WYANDOTTE MI 48192	888: Streetscape III	552.59
57 011 09 0012 000	605 LLC 140 MAPLE WYANDOTTE MI 48192	888: Streetscape III	552.59

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57 011 09 0014 002	T & B BREW PUB INC. 166 MAPLE WYANDOTTE MI 48192	888: Streetscape III	21.25
57 011 09 0014 002	T & B BREW PUB INC. 166 MAPLE WYANDOTTE MI 48192	935: 2012 Sidewalks	8.92
57 011 15 0034 002	FRITZ, ALVIN 3225 BIDDLE WYANDOTTE MI 48192	863: Streetscape	273.63
57 011 15 0051 003	BOBBY, JANET 3050 VAN ALSTYNE WYANDOTTE MI 48192	932: 2010 Sidewalks	45.16
57 012 01 0023 000	CHARRON-CONTI, LISA M 2076 2ND WYANDOTTE MI 48192	931: 2009 Sidewalks	216.09
57 012 02 0006 002	STEFFEY, BILLIE 2131 3RD WYANDOTTE MI 48192	935: 2012 Sidewalks	18.22
57 012 03 0004 303	BLACKWOOD, JEREMY 245 CEDAR WYANDOTTE MI 48192	935: 2012 Sidewalks	8.10
57 012 04 0001 000	STONE, JOHN/GAY 371 FORD WYANDOTTE MI 48192	931: 2009 Sidewalks	52.38
57 012 04 0009 000	CARRINGTON MTG SERVICES L 317 FORD WYANDOTTE MI 48192	931: 2009 Sidewalks	68.75
57 012 10 0012 000	REIFSNIDER, ALAN/BARBARA 490 CEDAR WYANDOTTE MI 48192	931: 2009 Sidewalks	92.89
57 012 10 0046 000	BROWN, DONALD 2061 5TH WYANDOTTE MI 48192	931: 2009 Sidewalks	34.37
57 012 10 0066 302	BOGUSZ, KIMBERLY IDA 2140 5TH WYANDOTTE MI 48192	931: 2009 Sidewalks	38.84
57 012 10 0068 000	GILLIAM, LISA 2130 5TH WYANDOTTE MI 48192	931: 2009 Sidewalks	38.81
57 012 10 0074 000	DVS MICHIGAN PROPERTIES L 2078 5TH WYANDOTTE MI 48192	931: 2009 Sidewalks	50.33
57 012 10 0081 000	OBORNE, STEPHEN 2014 5TH WYANDOTTE MI 48192	931: 2009 Sidewalks	117.87
57 012 11 0032 300	STOVER, VICKIE 2355 6TH WYANDOTTE MI 48192	931: 2009 Sidewalks	76.88
57 012 11 0034 300	MONTAGUE PRESTON STOVER 2359 6TH WYANDOTTE MI 48192	931: 2009 Sidewalks	84.01
57 012 11 0038 000	FRY, STEVEN/TONYA 2330 VIRGINIA WYANDOTTE MI 48192	931: 2009 Sidewalks	32.74
57 012 12 0021 000	REYNAUD, LEAH R 517 WALNUT WYANDOTTE MI 48192	931: 2009 Sidewalks	16.72
57 012 13 0011 000	SALINAS, ELOY/NOHEMI 334 POPLAR WYANDOTTE MI 48192	931: 2009 Sidewalks	12.25
57 012 14 0001 000	SOLGOT, STAN-SHIRLEY 463 WALNUT WYANDOTTE MI 48192	931: 2009 Sidewalks	21.46
57 012 15 0004 001	MARSHALL, FRANCES 437 POPLAR WYANDOTTE MI 48192	931: 2009 Sidewalks	63.75
57 012 16 0014 305	DOUGLAS, SHARON 2535 4TH WYANDOTTE MI 48192	931: 2009 Sidewalks	59.75
57 013 02 0018 002	CROSATO, KEITH 2102 9TH WYANDOTTE MI 48192	931: 2009 Sidewalks	99.74
57 013 02 0026 000	SHELTON, JANICE 2144 9TH WYANDOTTE MI 48192	931: 2009 Sidewalks	186.63
57 013 03 0015 002	DELOZIER, KEVIN/ANDREA 2072 ELECTRIC WYANDOTTE MI 48192	931: 2009 Sidewalks	50.41

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57 013 05 0042 002	ZARVES, CHRISTINA L 1115 CEDAR WYANDOTTE MI 48192	931: 2009 Sidewalks	10.64
57 013 05 0069 302	DUMONT, FREDERICK 2033 11TH WYANDOTTE MI 48192	931: 2009 Sidewalks	49.11
57 013 07 0042 000	1323 FORD LLC 1323 FORD WYANDOTTE MI 48192	931: 2009 Sidewalks	130.97
57 013 08 0012 000	HANDLEY, DAVID J 1267 CEDAR WYANDOTTE MI 48192	935: 2012 Sidewalks	36.45
57 013 08 0036 000	FORD, KYLE/MELISSA 1282 CEDAR WYANDOTTE MI 48192	931: 2009 Sidewalks	47.69
57 013 08 0058 000	ZADDOCK, STEPHANIE 1296 SPRUCE WYANDOTTE MI 48192	931: 2009 Sidewalks	52.38
57 013 09 0003 000	KING, AYANA 2232 12TH WYANDOTTE MI 48192	931: 2009 Sidewalks	45.83
57 013 09 0011 000	WISNIEWSKI, KIM 1266 OXFORD CT WYANDOTTE MI 48192	931: 2009 Sidewalks	16.37
57 013 10 0008 002	HIGGINSON, JEFFREY 1076 MULBERRY WYANDOTTE MI 48192	931: 2009 Sidewalks	36.76
57 013 10 0026 002	MADDUX, DAVID L/KATHERINE 1077 MULBERRY WYANDOTTE MI 48192	931: 2009 Sidewalks	33.96
57 013 10 0029 000	HLADCHUK, WALTER 1093 MULBERRY WYANDOTTE MI 48192	931: 2009 Sidewalks	32.74
57 013 12 0011 301	FANNIE MAE 1058 WALNUT WYANDOTTE MI 48192	931: 2009 Sidewalks	70.72
57 013 13 0005 000	KIELY, JOHN W 2441 12TH WYANDOTTE MI 48192	931: 2009 Sidewalks	11.45
57 013 13 0016 000	PIERCE, KIMBERLY 1049 POPLAR CT WYANDOTTE MI 48192	931: 2009 Sidewalks	69.85
57 013 15 0009 000	MOSEER, LAUREN/HERSHBERGER 1228 WALNUT WYANDOTTE MI 48192	931: 2009 Sidewalks	16.37
57 013 15 0032 302	POLLUM, JOAN 1327 WALNUT WYANDOTTE MI 48192	931: 2009 Sidewalks	83.06
57 013 17 0037 000	TEETS, BRIAN 1328 VINEWOOD WYANDOTTE MI 48192	931: 2009 Sidewalks	13.09
57 013 17 0043 000	MENDIOLA, ANN MARIE 1290 VINEWOOD WYANDOTTE MI 48192	931: 2009 Sidewalks	50.97
57 013 18 0009 000	ROBERTS, CHARLES 2298 7TH WYANDOTTE MI 48192	931: 2009 Sidewalks	50.19
57 013 18 0014 000	KINCAID, JAMES DILLARD 2268 7TH WYANDOTTE MI 48192	931: 2009 Sidewalks	34.37
57 013 18 0041 304	CARTWRIGHT, JACQUELINE R. 2301 8TH WYANDOTTE MI 48192	931: 2009 Sidewalks	55.10
57 013 18 0043 300	HALL, JOHN/SHARON 2305 8TH WYANDOTTE MI 48192	931: 2009 Sidewalks	31.66
57 013 20 0031 302	SURMACZ, JAMES 2415 8TH VAC WYANDOTTE MI 48192	931: 2009 Sidewalks	75.33
57 013 20 0056 000	DRZYZGA, ROBERT 2486 8TH WYANDOTTE MI 48192	931: 2009 Sidewalks	54.28
57 013 20 0058 002	DVS MICHIGAN PROPERTIES L 2504 8TH WYANDOTTE MI 48192	931: 2009 Sidewalks	67.38
57 013 20 0069 300	HALL, LISA 2459 CORA WYANDOTTE MI 48192	931: 2009 Sidewalks	60.56

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57 013 20 0093 000	POLICHT, LAURA 2482 CORA WYANDOTTE MI 48192	931: 2009 Sidewalks	52.38
57 013 20 0097 002	BENEFIELD, TARISA 2512 CORA WYANDOTTE MI 48192	931: 2009 Sidewalks	66.56
57 013 21 0003 000	CERULLA, MARY 2334 9TH WYANDOTTE MI 48192	931: 2009 Sidewalks	11.91
57 013 22 0001 000	DAVIS, JASON F. 2348 ELECTRIC WYANDOTTE MI 48192	931: 2009 Sidewalks	33.73
57 013 25 0021 002	LAYNE, ANNA 2408 ELECTRIC WYANDOTTE MI 48192	931: 2009 Sidewalks	32.74
57 013 26 0028 000	MOURO, JARED 2458 9TH WYANDOTTE MI 48192	931: 2009 Sidewalks	31.93
57 014 08 0001 304	ANDERSON, KATHLEEN 2924 9TH WYANDOTTE MI 48192	932: 2010 Sidewalks	17.59
57 014 08 0009 002	GARCIA, ANDREA D. 954 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	17.59
57 014 08 0013 000	TOOMER, IRENE 914 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	48.29
57 014 09 0007 300	FARKAS, MATTHEW 975 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	35.08
57 014 10 0004 002	WISNIEWSKI, LEE 955 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	15.56
57 014 12 0002 000	LABUTE, SHERRIE 994 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	8.79
57 014 12 0004 000	RAY, RITA 980 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	72.08
57 014 12 0007 000	PATTERSON, LELIA MARIE 962 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	32.52
57 014 12 0008 303	PREUSS, TODD 946 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	39.54
57 014 12 0030 000	BRADEN, DANA 975 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	72.97
57 014 13 0001 001	ZAMORSKI, MICHAEL/GLORIA 974 EUREKA WYANDOTTE MI 48192	932: 2010 Sidewalks	53.00
57 014 13 0007 002	PALIKOGLU, PAVLOS/JESSIC 1006 EUREKA WYANDOTTE MI 48192	932: 2010 Sidewalks	17.59
57 014 23 0004 000	PRZEDWORSKI, JULIANNA/HEN 1237 OAK WYANDOTTE MI 48192	932: 2010 Sidewalks	45.32
57 014 23 0006 000	GALLAGHER GEORGE 1215 OAK WYANDOTTE MI 48192	932: 2010 Sidewalks	66.26
57 014 27 0003 002	THORNTON, RICK/BONNIE 1145 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	17.59
57 014 27 0004 000	SCHERER, JOHN EDWARD 1137 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	32.52
57 014 27 0014 000	THOMAS, DAVID 3035 12TH WYANDOTTE MI 48192	932: 2010 Sidewalks	3.21
57 014 29 0005 000	MILLER, PAMELA F 1227 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	16.67
57 015 02 0001 303	GALL, CALVIN 367 SUPERIOR WYANDOTTE MI 48192	932: 2010 Sidewalks	13.13
57 015 02 0008 304	FROST, MICHAEL 2744 3RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	2.87

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57 015 05 0001 001	GELETKA, JON T 2534 5TH WYANDOTTE MI 48192	931: 2009 Sidewalks	31.37
57 015 05 0012 001	TENNANT, NICOLE M. 527 POPLAR WYANDOTTE MI 48192	931: 2009 Sidewalks	28.90
57 015 05 0013 002	FISHER, CONNIE 513 POPLAR WYANDOTTE MI 48192	931: 2009 Sidewalks	46.80
57 015 06 0004 000	MOON, HAROLD/PATRICIA 536 SUPERIOR WYANDOTTE MI 48192	932: 2010 Sidewalks	67.94
57 015 06 0015 000	MAJLINGER, ANNE 525 VINEWOOD WYANDOTTE MI 48192	932: 2010 Sidewalks	34.37
57 015 07 0012 001	RINEY, DEBRA 593 SUPERIOR WYANDOTTE MI 48192	932: 2010 Sidewalks	38.05
57 015 12 0004 000	HOUSEHOLD FINANCE CORPORA 635 CHESTNUT WYANDOTTE MI 48192	932: 2010 Sidewalks	34.81
57 015 16 0003 000	ISHAM, DAVID 551 OAK WYANDOTTE MI 48192	932: 2010 Sidewalks	20.68
57 015 16 0020 000	CARROLL, DANIEL 566 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	47.63
57 015 17 0006 000	MADAY, EILEEN 531 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	33.77
57 015 17 0017 000	MANOLIS, ANNA 544 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	46.50
57 015 17 0019 000	MURDOCK, BRANDON 560 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	17.59
57 015 17 0020 000	ELLIS, LISA K. 566 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	119.22
57 015 18 0016 000	OPEN DOOR BAPTIST CHURCH 652 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	137.68
57 015 20 0007 000	FLYNN, JEFFREY 525 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	35.16
57 015 23 0002 000	HAUG, NELSON 455 CHESTNUT WYANDOTTE MI 48192	932: 2010 Sidewalks	32.20
57 015 23 0005 002	KITTS, JULIE 425 CHESTNUT WYANDOTTE MI 48192	932: 2010 Sidewalks	88.61
57 015 25 0004 001	DWARZSKI, D 335 OAK WYANDOTTE MI 48192	932: 2010 Sidewalks	65.42
57 015 26 0007 000	S L A T S ENTERPRISES III 3006 3RD WYANDOTTE MI 48192	932: 2010 Sidewalks	205.37
57 015 27 0005 000	DREWS, DONALD 425 ELM WYANDOTTE MI 48192	932: 2010 Sidewalks	54.15
57 015 27 0012 000	SHUMAN, RHONDA 444 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	33.05
57 015 28 0014 000	CALVIN, CHRISTOPHER 466 SYCAMORE WYANDOTTE MI 48192	932: 2010 Sidewalks	51.70
57 015 29 0013 306	LESAGE, LISA 3137 4TH WYANDOTTE MI 48192	932: 2010 Sidewalks	110.24
57 015 31 0003 000	ZAJAC, JOHN/LAURA 447 SYCAMORE WYANDOTTE MI 48192	932: 2010 Sidewalks	99.16
57 016 01 0001 000	N & E MANAGEMENT LLC 1539 FORD WYANDOTTE MI 48192	940: 2014 Sidewalks	65.70
57 016 01 0092 000	RENKIEWICZ, ALLAN 2512 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	42.33

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57 016 01 0094 000	WALTERS, FREDERICK/BETTY 2502 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	36.58
57 016 01 0095 002	DZIENDZIEL, BARBARA 2494 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.95
57 016 01 0096 002	GREGG, JOANNE - TRUST 2484 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.95
57 016 01 0104 000	GIBBONS, MICHAEL 2440 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	51.81
57 016 01 0115 000	HUBBARD, TAMMY 2378 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	103.51
57 016 01 0132 002	SANDERSON, JOSEPHINE 2300 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	19.98
57 016 01 0152 000	RYS, GERALD 2114 15TH WYANDOTTE MI 48192	940: 2014 Sidewalks	138.50
57 016 02 0247 000	RINALDI, ANTHONY/LENORA 2460 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.79
57 016 02 0251 000	FLACHSMANN, MICHAEL J/ROS 2440 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	15.90
57 016 02 0258 000	LIPINSKI, JON/NOEL 2392 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.27
57 016 02 0263 000	BAYS, LARRY S 2368 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	9.14
57 016 02 0273 000	GURISKO, DAVID 2320 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	4.03
57 016 02 0276 000	RICHARDSON, MEGAN 2304 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	1.95
57 016 02 0279 000	HOLMES, CHARLES/DENISE 2286 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	34.88
57 016 02 0288 000	TRACY, RONALD 2230 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.27
57 016 02 0295 002	SZYMBORSKI, JENNIFER 2104 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	64.33
57 016 02 0331 000	NAGORKSKI FAMILY TRUST 2085 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	33.86
57 016 02 0363 002	TARABULA, PAUL 2351 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	53.50
57 016 02 0371 000	BECK, BRIAN 2387 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	16.93
57 016 02 0384 002	HARBIN, ANGELA 2469 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	7.57
57 016 02 0388 000	KEENE, BRIAN 2495 17TH WYANDOTTE MI 48192	940: 2014 Sidewalks	34.54
57 016 02 0393 002	INVESTMENT PARTNERS OF MI 1543 VINEWOOD WYANDOTTE MI 48192	940: 2014 Sidewalks	33.59
57 016 02 0393 004	JESSIE, DAVID 1559 VINEWOOD WYANDOTTE MI 48192	940: 2014 Sidewalks	33.19
57 016 03 0006 002	FELTZ, ERON/MICHELLE 2043 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	6.77
57 016 03 0012 002	DEFLORIO, DANA/JOSEPH 2077 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.04
57 016 03 0015 002	CAMPOS, DELIA 2095 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	6.77

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57 016 03 0017 000	ZUKOWSKI, VICTOR 2107 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	16.93
57 016 03 0048 303	MORTGAGE ELECTRONIC REGIS 2365 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	29.46
57 016 03 0051 002	BERNAICHE, STEPHEN/ELIZAB 2379 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	47.18
57 016 03 0056 000	SCOTT, CARLY 2407 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	16.26
57 016 03 0061 000	LUSTIG, DAVID M/GINA R 2439 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	3.75
57 016 03 0075 001	MOLNAR, DENISE ANN 1749 VINEWOOD WYANDOTTE MI 48192	940: 2014 Sidewalks	20.32
57 016 03 0079 005	RATLIFF, SHELLY 1823 VINEWOOD WYANDOTTE MI 48192	940: 2014 Sidewalks	20.78
57 016 03 0089 000	AYERS, WILLIAM 2472 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	48.09
57 016 03 0096 000	CHISEK, JONATHON/ELIZABET 2430 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	103.96
57 016 03 0100 000	WAMBERGUE, KATHLEEN 2408 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	53.50
57 016 03 0104 000	KAZMIERSKI, WILLIAM 2380 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	18.94
57 016 03 0116 002	CIESLIK, MARIA 2322 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	105.65
57 016 03 0125 002	SAUVE, KARYN 2262 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	73.83
57 016 03 0138 000	O'DONNELL, SEAN D/EMILY 2114 18TH WYANDOTTE MI 48192	940: 2014 Sidewalks	50.12
57 016 03 0216 002	IMHOFF, JEFF/GLORIA 2437 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	49.77
57 016 03 0221 002	LEVIGNE, KATHRYN 2465 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	19.30
57 016 03 0227 002	DAILING, RICHARD 2501 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	19.30
57 016 04 0416 002	MARTIN, LORI COYNE 2078 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	74.53
57 016 04 0445 002	CUPP MIA A 2328 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	68.74
57 016 04 0449 002	MOLONEY, STEVEN J. 2350 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	3.44
57 016 04 0467 002	KANACK, STEPHEN/SHELLEY 2456 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	24.38
57 016 04 0474 002	LANSTRA, DAVID 2494 19TH WYANDOTTE MI 48192	940: 2014 Sidewalks	37.25
57 016 04 0486 000	PETERS, MICHAEL/LINDA 2075 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	16.59
57 016 04 0511 002	MAKUCH, GERALD/CAROL 2315 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	107.01
57 016 04 0525 002	RATKEWICZ, SEAN/KIM 2381 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	53.84
57 016 04 0562 002	WOUTALA, ANTHONY - TRUST 2036 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	82.25

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57 016 04 0592 002	LYONS, MARK/JENNIFER 2302 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	60.61
57 016 04 0603 000	ALEXANDROWSKI, FELIX 2356 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.27
57 016 04 0625 002	MACDONAGH, MAUREEN 2490 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	35.89
57 016 04 0630 000	WALSH, GERALD 2512 20TH WYANDOTTE MI 48192	940: 2014 Sidewalks	71.45
57 016 04 0656 000	PILON-HERRICK, ROBERT-SUZ 2271 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	87.20
57 016 04 0674 002	HOME VENTURES ENTERPRISES 2369 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	76.19
57 016 04 0719 000	MACDONALD, ROBERT/CRYSTAL 2100 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	55.44
57 016 04 0722 000	TEMPLIN, THEODORE JR. 2206 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	114.80
57 016 04 0754 002	HOWEY, JENNIFER E. 2382 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	37.87
57 016 04 0770 000	TOROLSKI, DANIEL J. 2476 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	9.14
57 016 04 0779 002	NEWSOME, BOBBY R JR 2129 VINEWOOD WYANDOTTE MI 48192	940: 2014 Sidewalks	50.45
57 016 05 0003 000	BERNARDARA, FELICE II 2211 VINEWOOD WYANDOTTE MI 48192	940: 2014 Sidewalks	18.28
57 016 05 0140 301	KOONTZ, MARIA 2056 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	40.22
57 016 05 0147 000	SECRETARY OF HUD 2110 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	191.51
57 016 05 0147 000	SECRETARY OF HUD 2110 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	18.63
57 016 05 0149 000	GEE, KRISTIN M 2210 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	4.75
57 016 05 0152 000	OKONKOWSKI, STEPHANI M. 2232 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	18.28
57 016 05 0160 002	BULCHAK, DAVID/JUDEAN 2294 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	36.23
57 016 05 0173 000	LOW, DAVE/LAURIE 2364 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	34.54
57 016 05 0179 000	FULLER DAVID/ANDREA 2404 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	48.42
57 016 05 0180 000	KELLY, SARA M. 2412 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	18.55
57 016 05 0186 000	BLAKE, PHILLIP A. 2452 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	135.45
57 016 05 0206 000	POLLACK, MERI ANN 2433 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	36.23
57 016 05 0207 000	NEWTON, EMILY Y. 2427 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	52.49
57 016 05 0208 000	GELINEAU, BRANDEN M 2421 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	66.03
57 016 05 0213 002	BAREFOOT, ERIC W/JESSICA 2381 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	109.16

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57 016 05 0224 000	HENSLEY, KEVIN 2317 23RD WYANDOTTE MI 48192	935B: 2013 Sidewalk	116.05
57 016 05 0237 303	KRAJEWSKI, JASON 2229 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	16.93
57 016 05 0241 000	BALUTIS, BRANDI 2205 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	18.63
57 016 05 0268 000	GOMEZ, RAMON 2042 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	50.79
57 016 05 0294 002	VITICK, BILL 2314 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	1.33
57 016 05 0304 000	KOMOSA, JOHN 2372 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	9.46
57 016 05 0305 000	PEACOCK, CHARLES/PAULINE 2378 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	115.44
57 016 05 0321 000	STEC, LAWRENCE/THERESA 2492 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	35.21
57 016 05 0325 000	CONNOLE, FREDRICK 2513 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	102.26
57 016 05 0350 002	SHAY, SHEILA 2337 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	33.86
57 016 05 0358 002	CORTESE, JOSEPH 2287 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	50.79
57 016 05 0373 000	LOFTIS, JAMES E 2103 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	33.19
57 016 05 0382 000	SKITCH, SHARON 2037 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	40.13
57 016 05 0383 000	HANNA, TODD 2029 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	51.14
57 016 05 0384 000	YURKOVICH, JOHN/LAURIE 2151 FORD WYANDOTTE MI 48192	940: 2014 Sidewalks	69.42
57 017 01 0013 000	FAY, DANIEL 1521 SUPERIOR WYANDOTTE MI 48192	940: 2014 Sidewalks	11.51
57 017 03 0226 000	GAGNIER, ROBERT 1785 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	51.12
57 017 03 0238 002	GRIFFIN, BRIAN 1711 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	50.45
57 017 03 0250 000	JOHNSON, ANDREW P/KASSAND 1756 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	72.12
57 017 03 0274 002	ROBB, DAVID A. 1735 ASH WYANDOTTE MI 48192	940: 2014 Sidewalks	17.27
57 017 03 0276 002	MORALEZ, SUSAN A. 1721 ASH WYANDOTTE MI 48192	940: 2014 Sidewalks	16.93
57 017 03 0281 000	YATES, JAMES M. 1700 ASH WYANDOTTE MI 48192	940: 2014 Sidewalks	33.52
57 017 03 0287 000	BAKER, MICHAEL 1742 ASH WYANDOTTE MI 48192	940: 2014 Sidewalks	52.49
57 017 03 0298 002	PEREZ, JOHN JOSEPH 1810 ASH WYANDOTTE MI 48192	940: 2014 Sidewalks	113.16
57 017 03 0314 002	DRAKE, PHILLIP M - TRUST 1735 SUPERIOR WYANDOTTE MI 48192	940: 2014 Sidewalks	47.40
57 017 03 0316 002	BLESSING, DARRYL 1725 SUPERIOR WYANDOTTE MI 48192	940: 2014 Sidewalks	34.21

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57 017 03 0327 002	BURTCH, DAVID 1748 SUPERIOR WYANDOTTE MI 48192	940: 2014 Sidewalks	18.63
57 017 03 0335 000	LISA, PALMIERI 1786 SUPERIOR WYANDOTTE MI 48192	940: 2014 Sidewalks	2.37
57 017 04 0065 000	SZYMCZUK, RICHARD/BARBARA 2775 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	9.93
57 017 04 0067 000	GLOVIS, MARK S II 2765 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	3.00
57 017 04 0068 002	OFFMAN, ALYSA 2757 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	30.47
57 017 04 0076 002	BUCKI, ZACHARY 2705 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	19.93
57 017 05 0236 000	VENTURA, GIOVANNI/JONNA 2660 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	45.21
57 017 05 0238 000	GILL, JOSEPH 2680 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	39.76
57 017 05 0247 000	GILL, JOSEPH 2754 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	22.35
57 017 05 0252 000	OAK WYANDOTTE LLC 2300 OAK VAC WYANDOTTE MI 48192	940: 2014 Sidewalks	51.81
57 017 05 0264 000	SPARKS, JOSEPH 2685 23RD WYANDOTTE MI 48192	940: 2014 Sidewalks	49.10
57 017 05 0279 000	KRYK, MICHAEL 2700 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	16.59
57 017 05 0283 000	DAWOOD, NASIR 2746 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	87.36
57 017 05 0303 000	DEVINE, PATRICIA 2763 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	1.72
57 017 05 0306 000	PRIEST, KIMBERLY R 2735 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	35.89
57 017 05 0312 000	DVS MICHIGAN PROPERTIES L 2691 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	18.63
57 017 05 0314 001	LEHTOLA, JEFFREY/LINDA 2675 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	67.72
57 017 05 0315 002	BOWENS, JEFFERY 2655 22ND WYANDOTTE MI 48192	940: 2014 Sidewalks	118.52
57 017 05 0327 300	SIDDIQUE, ZUNEDUL 2674 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	16.93
57 017 05 0332 000	HOFNER, MARK 2730 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	17.95
57 017 05 0336 005	DURAN, PETER/SANDRA 2816 21ST WYANDOTTE MI 48192	940: 2014 Sidewalks	16.93
57 017 05 0387 000	NAGY, RICHARD 2947 22ND WYANDOTTE MI 48192	936: Sewer	1,779.65
57 017 13 0167 002	THOMLINSON, PATRICIA 1744 ELM WYANDOTTE MI 48192	935B: 2013 Sidewalk	108.00
57 017 13 0203 002	BISHOP, GEORGE/ LESLIE 1718 OAK WYANDOTTE MI 48192	940: 2014 Sidewalks	1.80
57 017 14 0010 002	MILLER, RICK 1552 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	5.38
57 017 14 0014 000	KIRK, MAYNARD L III 1568 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	4.40

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57 017 14 0015 000	GLITNER, TIFFANI 1572 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	24.38
57 017 14 0017 000	MCLELLAND, JANET 1582 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	3.39
57 017 15 0028 002	HAGLE, GLENN E. 1545 CHESTNUT WYANDOTTE MI 48192	940: 2014 Sidewalks	48.09
57 017 16 0159 000	TENEROWICZ, CHRISTIAN 1403 MAPLE WYANDOTTE MI 48192	932: 2010 Sidewalks	58.91
57 017 16 0216 301	SEMAK, KENNETH 1441 DEE WYANDOTTE MI 48192	932: 2010 Sidewalks	35.16
57 017 16 0257 000	POWELL, CATHERINE 1593 SYCAMORE WYANDOTTE MI 48192	932: 2010 Sidewalks	34.75
57 017 16 0270 000	JANES, CARIE 1515 SYCAMORE WYANDOTTE MI 48192	932: 2010 Sidewalks	40.44
57 018 01 0009 000	KEEZER, JASON 3345 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	20.50
57 018 01 0018 000	WALKER, JENNIFER 3407 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	56.48
57 018 01 0022 000	HALL, LISA 3421 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	92.87
57 018 01 0029 000	SENKOWSKI, STANISLAUS J/J 3503 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	44.50
57 018 01 0030 000	BONDY, KIM 3511 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	44.84
57 018 01 0042 002	BEAUDRIE, RONALD 3589 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	42.49
57 018 01 0057 002	DZIENDZIEL, RICHARD 3677 15TH WYANDOTTE MI 48192	933: 2011 Sidewalks	103.68
57 019 29 0043 000	DEJESUS, DAVID A 4646 15TH WYANDOTTE MI 48192	935B: 2013 Sidewalk	19.15
57 020 01 0003 003	JABER, AOUN 255 EUREKA WYANDOTTE MI 48192	920: Streetscape V	394.77
57 020 01 0003 003	JABER, AOUN 255 EUREKA WYANDOTTE MI 48192	933: 2011 Sidewalks	10.25
57 020 01 0003 003	JABER, AOUN 255 EUREKA WYANDOTTE MI 48192	935: 2012 Sidewalks	41.18
57 020 01 0005 001	WYANDOTTE KC CORPORATION 3530 BIDDLE WYANDOTTE MI 48192	900: Streetscape IV	36.31
57 020 02 0003 000	STROZE, LLC 343 EUREKA WYANDOTTE MI 48192	921: Streetscape V	161.76
57 020 02 0014 003	BERECZKY, GEORGE 3347 4TH WYANDOTTE MI 48192	935: 2012 Sidewalks	37.89
57 020 03 0005 001	SHAMUS, GREGORY 425 EUREKA WYANDOTTE MI 48192	935: 2012 Sidewalks	19.05
57 020 04 0008 000	HANNAH, LOUISE 404 PINE WYANDOTTE MI 48192	935: 2012 Sidewalks	194.85
57 020 06 0002 002	MARTELL, WILLIAM/SANDRA 355 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	28.42
57 020 06 0002 002	MARTELL, WILLIAM/SANDRA 355 PINE WYANDOTTE MI 48192	935: 2012 Sidewalks	94.99
57 020 06 0008 002	SCHULZ, DONALD 3544 3RD WYANDOTTE MI 48192	935: 2012 Sidewalks	1.79

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Parcel No	Owners Name	Sp. Assessment	Amount
57 020 07 0010 000	TAYLOR, GERALD 424 CHERRY WYANDOTTE MI 48192	935: 2012 Sidewalks	22.82
57 020 07 0010 000	TAYLOR, GERALD 424 CHERRY WYANDOTTE MI 48192	935B: 2013 Sidewalk	26.81
57 020 09 0009 000	HOUSHOLDER, CAROLYN - EST 616 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	89.61
57 020 09 0011 000	MCGUNAGLE, BETHANY 636 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	84.03
57 020 10 0001 001	BOISMIER, WAYNE/MARTHA 765 EUREKA WYANDOTTE MI 48192	933: 2011 Sidewalks	169.25
57 020 10 0008 000	SKRZYNSKI, EDWARD 702 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	60.54
57 020 10 0012 000	BECHT, EDWARD 746 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	129.75
57 020 11 0001 000	HOWELL, RICHARD BRUCE 763 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	64.47
57 020 11 0002 001	GOTTRON, STEVEN 755 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	39.52
57 020 11 0003 302	SCHARBONEAU, GREGORY N II 741 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	123.50
57 020 11 0005 000	MARCETIC, HEATHER 725 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	70.57
57 020 11 0007 001	NAGY, RICHARD 705 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	275.52
57 020 12 0009 000	HAMMOND, KENTON 616 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	132.03
57 020 12 0012 001	WATSON, RITA M/ROBERT J-T 646 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	100.38
57 020 13 0007 000	GARNER, MACK/FRANCES 503 ORANGE WYANDOTTE MI 48192	935: 2012 Sidewalks	128.06
57 020 15 0001 002	ELLIOTT, SHARON 3525 7TH WYANDOTTE MI 48192	933: 2011 Sidewalks	166.06
57 020 15 0003 000	TOMASIK, JOHN 647 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	6.27
57 020 16 0001 000	KALICH, ROBERT/ANNETTE 767 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	72.05
57 020 17 0008 301	CALHOUN, TIMOTHY J 3634 7TH WYANDOTTE MI 48192	933: 2011 Sidewalks	37.46
57 020 17 0009 001	SHELTON, MEGAN N. 714 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	29.93
57 020 17 0014 000	LEWIS, BRAD LEE 764 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	90.65
57 020 19 0001 002	GIBSON, KATHLEEN 567 CHERRY WYANDOTTE MI 48192	935: 2012 Sidewalks	107.53
57 020 19 0002 000	WAGNER, JANUARY 555 CHERRY WYANDOTTE MI 48192	935: 2012 Sidewalks	296.04
57 020 19 0008 000	BROGE, JOHN 504 PLUM WYANDOTTE MI 48192	935: 2012 Sidewalks	5.24
57 020 20 0001 001	WATSON, WILLIAM 461 CHERRY WYANDOTTE MI 48192	935: 2012 Sidewalks	40.84
57 020 20 0004 000	EDMUNDS, IVOR 437 CHERRY WYANDOTTE MI 48192	935: 2012 Sidewalks	18.22

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Parcel No	Owners Name	Sp. Assessment	Amount
57 020 20 0014 000	RHOTON, NANCY 464 PLUM WYANDOTTE MI 48192	935: 2012 Sidewalks	86.38
57 020 22 0006 000	KIRK, MAYNARD 3714 3RD WYANDOTTE MI 48192	901: Streetscape IV	208.17
57 020 22 0007 000	KIRK, MAYNARD 3710 3RD WYANDOTTE MI 48192	901: Streetscape IV	223.80
57 020 23 0006 000	REEDY, CRAIG 415 PLUM WYANDOTTE MI 48192	935: 2012 Sidewalks	8.34
57 020 23 0009 000	FANNIE MAE 422 ORCHARD WYANDOTTE MI 48192	935: 2012 Sidewalks	36.09
57 020 24 0001 001	MILLER, EMMA 566 ORCHARD WYANDOTTE MI 48192	935: 2012 Sidewalks	126.28
57 020 24 0018 000	THOMPSON, CHRISTOPHER WRA 521 PLUM WYANDOTTE MI 48192	935: 2012 Sidewalks	18.60
57 020 25 0009 000	HASTINGS, DEBRA 624 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	33.43
57 020 25 0020 000	KING, TIMOTHY 631 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	40.56
57 020 25 0027 301	SALISBURY, DONALD/BETTY 663 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	90.73
57 020 26 0001 000	OLIVER, RICHARD 764 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	26.37
57 020 26 0020 000	THORINGTON, MICKEY/STEPHA 731 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	10.25
57 020 27 0003 000	ROMAN, SARAH 752 FOREST WYANDOTTE MI 48192	933: 2011 Sidewalks	48.44
57 020 27 0013 002	HUMPHREY, STEVEN 702 FOREST WYANDOTTE MI 48192	933: 2011 Sidewalks	38.50
57 020 27 0023 000	BOTTS, ANGELA 747 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	15.16
57 020 27 0025 000	SIMMONS, JUDY 757 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	55.10
57 020 27 0027 000	PUSTAY, LOUIS 763 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	59.03
57 020 28 0013 301	RECKINGER, BRAD/MICHELLE 3838 6TH WYANDOTTE MI 48192	933: 2011 Sidewalks	20.50
57 020 28 0019 000	FEERER, FRANK C. 627 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	12.45
57 020 29 0007 000	COCHREN, MELISSA J. 534 FOREST WYANDOTTE MI 48192	933: 2011 Sidewalks	51.25
57 020 29 0007 000	COCHREN, MELISSA J. 534 FOREST WYANDOTTE MI 48192	935: 2012 Sidewalks	35.36
57 020 29 0015 000	SALISBURY, JAY 503 ORCHARD WYANDOTTE MI 48192	935: 2012 Sidewalks	591.30
57 020 30 0027 000	GROH, SCOTT D. 465 ORCHARD WYANDOTTE MI 48192	935: 2012 Sidewalks	142.89
57 021 01 0007 002	SMITH, BRIDGET 3314 8TH WYANDOTTE MI 48192	933: 2011 Sidewalks	44.94
57 021 02 0004 000	MCGRAW, PATRICK/DANA 833 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	4.90
57 021 02 0007 000	DARILEK, DARIN/CHARLENE 805 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	76.29

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57 021 02 0008 002	KESTERSON, JEFFREY C 3436 8TH WYANDOTTE MI 48192	933: 2011 Sidewalks	35.30
57 021 02 0011 000	BOSNVAK, JOSEPH 836 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	30.75
57 021 04 0002 001	YUCHUCK, MICHAEL/DENISE 913 CHERRY WYANDOTTE MI 48192	933: 2011 Sidewalks	8.34
57 021 04 0005 000	FARRER, ROSE 906 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	91.42
57 021 04 0007 001	THOMPSON, DEWEY-ROBERT 926 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	59.22
57 021 05 0003 001	BALOLLY, MOHAMMED 847 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	12.88
57 021 05 0007 000	HASTINGS, MATTHEW/KIM 805 PINE WYANDOTTE MI 48192	933: 2011 Sidewalks	10.25
57 021 05 0013 000	REEDER, CHARITY 856 CHERRY WYANDOTTE MI 48192	933: 2011 Sidewalks	208.42
57 021 06 0001 300	RICHEY, AMOS/HAZEL 867 CHERRY WYANDOTTE MI 48192	933: 2011 Sidewalks	10.98
57 021 07 0004 001	WILSON, JARED 989 EUREKA WYANDOTTE MI 48192	933: 2011 Sidewalks	30.75
57 021 07 0022 000	BAKER, ROBERT/IRENE 970 ORANGE WYANDOTTE MI 48192	933: 2011 Sidewalks	10.25
57 021 08 0192 306	STANLEY, CRAIG F 3455 11TH WYANDOTTE MI 48192	933: 2011 Sidewalks	362.42
57 021 09 0034 000	RATKOV, JOHN JR. 3507 11TH WYANDOTTE MI 48192	933: 2011 Sidewalks	155.88
57 021 10 0023 002	KINNEY, KENNA 3388 13TH WYANDOTTE MI 48192	933: 2011 Sidewalks	70.01
57 021 10 0033 000	SG CAPITAL PARTNERS LLC 3385 13TH WYANDOTTE MI 48192	933: 2011 Sidewalks	35.63
57 021 10 0036 000	PTAK, WALTER J. 3367 13TH WYANDOTTE MI 48192	933: 2011 Sidewalks	98.54
57 021 10 0056 302	HOFFMAN, CHRISTOPHER 3396 12TH WYANDOTTE MI 48192	933: 2011 Sidewalks	37.01
57 021 10 0063 300	HOFFMAN, CHRISTOPHER 3397 12TH WYANDOTTE MI 48192	933: 2011 Sidewalks	32.86
57 021 10 0064 303	TAM, HOWARD/JENNIFER 3385 12TH WYANDOTTE MI 48192	933: 2011 Sidewalks	46.31
57 021 11 0003 301	TEKLINSKY, MARC/DAWN 3524 11TH WYANDOTTE MI 48192	933: 2011 Sidewalks	126.37
57 021 11 0019 000	RECTOR, NAOMI CARLENE 3518 12TH WYANDOTTE MI 48192	933: 2011 Sidewalks	17.30
57 021 11 0034 002	MOORE, PETER ZNK-KRISTIN 3524 13TH WYANDOTTE MI 48192	933: 2011 Sidewalks	171.89
57 021 12 0004 000	YOUNGHEIM, ARTHUR 3553 13TH WYANDOTTE MI 48192	933: 2011 Sidewalks	106.55
57 021 13 0016 300	BIERNIAT RANDY 1168 CHERRY WYANDOTTE MI 48192	933: 2011 Sidewalks	149.43
57 021 13 0029 000	HARTERT, PAUL 1231 LEE WYANDOTTE MI 48192	933: 2011 Sidewalks	52.24
57 021 13 0032 000	SPENCE, CHARLES 1225 LEE WYANDOTTE MI 48192	933: 2011 Sidewalks	63.48

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57 021 13 0035 000	CITY OF WYANDOTTE 1207 LEE WYANDOTTE MI 48192	933: 2011 Sidewalks	25.94
57 021 14 0016 002	STAMPER, KATHLEEN C 3849 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	10.25
57 021 14 0023 002	ROBERTS, STEVE/LISA 3805 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	176.44
57 021 14 0031 000	NEVALO, ROBERT 3649 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	9.34
57 021 14 0056 000	RUSHFORD, RON 3461 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	42.18
57 021 14 0058 000	SUROWIAK, JACEK/TERESA 3445 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	129.59
57 021 14 0065 000	SECRETARY OF HUD 3399 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	38.83
57 021 14 0145 000	DUNCAN, ARRAN 3806 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	147.54
57 021 14 0152 002	REYNOLDS, DANIEL/CHARLOTT 3852 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	170.52
57 021 14 0157 002	MILTZ, BOBBY 3878 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	2.58
57 021 14 0160 002	LANGLEY, TERRY 3896 14TH WYANDOTTE MI 48192	933: 2011 Sidewalks	20.50
57 021 19 0004 002	GRANGER, BETTY 848 FOREST WYANDOTTE MI 48192	933: 2011 Sidewalks	17.30
57 021 19 0020 303	DICKMAN, TODD 827 ORCHARD WYANDOTTE MI 48192	933: 2011 Sidewalks	56.61
57 021 20 0018 002	TIMS, CHRISTOPHER B/KELLY 821 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	34.59
57 021 20 0027 000	ROBINSON, ROBERT 865 PLUM WYANDOTTE MI 48192	933: 2011 Sidewalks	186.01
57 021 22 0011 002	STRIMPEL, KELLY 912 FOREST WYANDOTTE MI 48192	933: 2011 Sidewalks	35.30

Totals for 841 Streetscape	Count: 3	194.06
Totals for 860 Streetscape Phas	Count: 1	584.03
Totals for 863 Streetscape	Count: 1	273.63
Totals for 866 Streetscape II	Count: 2	343.89
Totals for 879 Streetscape Phas	Count: 2	1,497.37
Totals for 884 Streetscape III	Count: 1	766.42
Totals for 888 Streetscape III	Count: 3	1,126.43
Totals for 900 Streetscape IV	Count: 1	36.31
Totals for 901 Streetscape IV	Count: 2	431.97
Totals for 920 Streetscape V	Count: 1	394.77
Totals for 921 Streetscape V	Count: 1	161.76
Totals for 931 2009 Sidewalks	Count: 60	3,250.13
Totals for 932 2010 Sidewalks	Count: 54	3,097.72
Totals for 933 2011 Sidewalks	Count: 86	5,967.08
Totals for 935 2012 Sidewalks	Count: 104	6,308.51
Totals for 935B 2013 Sidewalk	Count: 136	13,320.26
Totals for 936 Sewer	Count: 1	1,779.65
Totals for 940 2014 Sidewalks	Count: 129	5,096.99
<b>Grand Totals</b>	<b>Count: 588</b>	<b>44,630.98</b>

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 6

**ITEM:** License Request for Lost Lake Distillery LLC – 142 Maple

**PRESENTER:** Lawrence S. Stec, City Clerk



**INDIVIDUALS IN ATTENDANCE:** Lawrence S. Stec, City Clerk

**BACKGROUND:** The City Clerk's office has received notification of the application for a New Small Distiller License with Outdoor Service (1 Area) and Entertainment Permit from the Michigan Liquor Control Commission within the State of Michigan's Department of Licensing and Regulatory Affairs. This permit was applied for by Mr. Richard and Alex Bohl at the address of 142 Maple Street under the business name of Lost Lake Distillery LLC. This license was originally applied for in March of 2015 and has been pending for multiple reasons, one being the approval of local government, which is required by the MLCC, for this specific type of license. In recent conversations with the owner/applicant (Mr. Alex Bohl), he has indicated to the Clerk and Engineering offices that the Outdoor Service and Entertainment Permit will be removed from the original request.

**STRATEGIC PLAN/GOALS:** To remain committed to enhancing the community's quality of life by fostering local business and revitalization of buildings.

**ACTION REQUESTED:** Review the request as it pertains to Chapter 21, Article X of the Wyandotte Code of Ordinances and provide recommendation for completion of state required form LC-1305 (attached) by the Clerk's office.

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

**IMPLEMENTATION PLAN:** The Clerk's office will complete Form LC-1305 as required by the State of Michigan MLCC under the direction of the City Council and forward said completed form and copy of certified resolution to appropriate state personnel.

**COMMISSION RECOMMENDATION:** N/A

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

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

**MAYOR'S RECOMMENDATION:** *John P.*

**LIST OF ATTACHMENTS:**

Department Approval/Denial Request Letter  
Notice of Deficiency – State Request Letter (March 2015 & April 2016)  
Form LC-1305  
Departmental Recommendation Letters (6)

**MODEL RESOLUTION:**

DATE: June 6, 2016

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

WHEREAS Mr. Richard Bohl & Mr. Alex Bohl of Lost Lake Distillery LLC at 142 Maple St. has applied for a New Small Distiller License with Outdoor Service and Entertainment Permit with the Michigan Liquor Control Commission and the Commission is requiring the review and recommendation of the Mayor and Council of the City of Wyandotte.

WHEREAS, Mr. Alex Bohl indicated that the Outdoor Service and Entertainment Permit will be removed from this request.

BE IT RESOLVED that the Council recommends that the application from Mr. Richard Bohl & Mr. Alex Bohl of Lost Lake Distillery LLC at 142 Maple St. for a New Small Distiller License be considered for approval by the City Council with resulting recommendation to be forwarded to the Michigan Liquor Control Commission

BE IT FURTHER RESOLVED that, under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

I Move the adoption of the foregoing resolution.

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

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

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

**OFFICIALS**

**Lawrence S. Stec**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**COUNCIL**

**Sheri M. Sutherby-Fricke**  
**Daniel E. Galeski**  
**Ted Miciura Jr.**  
**Leonard T. Sabuda**  
**Donald C. Schultz**  
**Kevin VanBoxell**

**JOSEPH PETERSON**  
**MAYOR**

Mark A. Kowlewski, City Engineer  
Jeffrey Carley, Fire Chief  
Daniel J. Grant, Police Chief  
William R. Look, Department of Legal Affairs  
Robert J. Szczechowski, Deputy City Treasurer  
Rod Lesko, General Manager of Municipal Service

The City Clerk's Office has received a request for a NEW Small Distiller License with Outdoor Service (1 Area) and Entertainment Permit to be located at 142 Maple Street.

Please review said request as it pertains to your department and respond accordingly with any payment or obligations to the City of Wyandotte as cited in the Wyandotte Code of Ordinances Chapter 21, Article X.

Thank you,

A handwritten signature in black ink, appearing to read "Lawrence S. Stec".

Lawrence S. Stec  
City Clerk

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**JOSEPH PETERSON**  
MAYOR  
Employee's Retirement Commission

**COUNCIL**

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

*April 21, 2015*

- ✓ Mark A. Kowalewski, City Engineer *Re-sent 9.8.15*
- ✓ Jeffrey Carley, Fire Chief
- ✓ Daniel J. Grant, Chief of Police
- ✓ William R. Look, Department of Legal Affairs
- ✓ Robert J. Szczechowski, Deputy City Treasurer
- ✓ Rod Lesko, General Manager of Municipal Service

Re: **Lost Lake Distillery LLC**  
142 Maple  
Wyandotte, Michigan 48192

The City Clerk's Office has received a request for a new Small Distiller License with Entertainment Permit and Outdoor Service Permit from Lost Lake Distillery LLC, 142 Maple. Please review said request as it pertains to your department and respond accordingly with any payment or obligations to the City of Wyandotte as cited in the Wyandotte CODE OF ORDINANCES Sec. 21-288. as it pertains to liquor licenses.

Sincerely yours,

**William R. Griggs**  
City Clerk



STATE OF MICHIGAN  
 DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
 LIQUOR CONTROL COMMISSION  
 ANDREW J. DELONEY  
 CHAIRPERSON

RICK SNYDER  
 GOVERNOR

MIKE ZIMMER  
 DIRECTOR

**Notice of Deficiency – Withholding Investigation**  
 (Authorized by R436.1103 (2) & MCL436.1529)

March 31, 2015

Lost Lake Distillery LLC  
 142 Maple St  
 Wyandotte, MI 48192

Request ID #798246

Re: New Small Distiller License with Entertainment Permit and Outdoor Service Permit

**Investigation of your application is being withheld until you send the items listed below:**

- Form LCC-3010 (enclosed) to be completed for Lost Lake Distillery LLC
- Local Government Approval – Form LC-1305 enclosed and requires a recommendation for new Small Distiller License
- Operating Agreement or Bylaws for Lost Lake Distillery LLC
- Lease, intent to lease, warranty deed, quit claim deed, etc. for the proposed location.

Administrative rule R 436.1103(2) requires that “an applicant for a license shall provide the commission or representative of the Commission, all information necessary for investigation and processing of the application.”

To check the status of your request, visit [www.michigan.gov/lcc](http://www.michigan.gov/lcc) and click on “Online Services”. Scroll down to Liquor Control Commission and click on “Online Status Check.” Enter your request id number (RID) to check on your application 24 hours a day.

To obtain forms visit [www.michigan.gov/lcc](http://www.michigan.gov/lcc) and click on “forms” then “licensing”; this will take you to the “General Licensing Forms” page. Here you will be able to download licensing forms to assist you with your application.

**Return a copy of this notice with the documents/fees requested so it can be joined to your request.** If you have questions, contact the Retail Licensing Section at (866) 813-0011.

ej  
 Enclosures

2015 MAY - 2 A 9 30

WYANDOTTE CITY CLERK



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
MICHIGAN LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRMAN

Shelly Edgerton  
DIRECTOR

**Notice of Deficiency – Withholding Investigation**

(Authorized by R436.1103 (2) & MCL436.1529)

April 21, 2016

Lost Lake Distillery LLC  
c/o Richard Bohl  
142 Maple St.  
Wyandotte MI 48192

Request ID #798246

Re: New Small Distiller License with Outdoor Service (1 Area) and Entertainment Permit to be located at 142 Maple St. Wyandotte, MI 48192 Wayne County

---

**Investigation of your application is being withheld until you send the items listed below:**

- Local Government Approval – Form LC-1305 requires a recommendation for New Small Distiller License from City of Wyandotte
- Livescan Fingerprint Background Request Form available at [www.identogo.com](http://www.identogo.com) or by calling (866) 226.2952. \*Requested for Richard A. Bohl

Administrative rule R 436.1103(2) requires that “an applicant for a license shall provide the commission or representative of the Commission, all information necessary for investigation and processing of the application.”

To check the status of your request, visit [www.michigan.gov/lcc](http://www.michigan.gov/lcc) and click on “Online Services”. Scroll down to Liquor Control Commission and click on “Online Status Check.” Enter your request id number (RID) to check on your application 24 hours a day.

To obtain forms visit [www.michigan.gov/lcc](http://www.michigan.gov/lcc) and click on “forms” then “licensing”; this will take you to the “General Licensing Forms” page. Here you will be able to download licensing forms to assist you with your application.

If you have questions, contact the Retail Licensing Section at (866) 813-0011.

JE  
Enclosures



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505  
 Toll Free (866) 813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 239500  
 Request ID: 798246  
 (For MLCC use only)

**Local Government Approval**

(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
 called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)  
 the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
 that the application from Lost Lake Distillery LLC  
(name of applicant)

for the following license(s): New Small Distiller License

to be located at 142 Maple, Wyandotte, Wayne County

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
 council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

Name and title of authorized clerk (please print): \_\_\_\_\_

Signature of authorized clerk and date: \_\_\_\_\_

Phone number and e-mail of authorized officer: \_\_\_\_\_

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

**OFFICIALS**

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

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

**TODD M. BROWNING**  
CITY TREASURER

May 23, 2016

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

RE: 140-142 Maple

Dear Mr. Stec,

The Treasurer's Department has reviewed the tax files for the property located at 140-142 Maple. According to the files, there are no delinquent personal property taxes due to the City of Wyandotte.

The property also includes the Streetscape Phase III special assessment which requires annual installment payments due in June each year. The 2015 installment amount of \$552.59 is delinquent and has been transferred to the 2016 summer tax bill. In order for the account to be considered current, the delinquent amount can be paid prior to the issuance of the 2016 summer tax bill. The final installment amount is due in June 2023.

Should you have any questions, or require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. J. Szczechowski".

Robert J. Szczechowski  
Deputy Treasurer/Assistant Finance Director

**WYANDOTTE**  
**MUNICIPAL SERVICES**

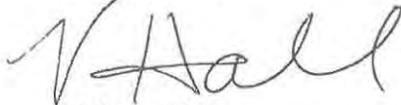
Electric, Steam, Water  
Cable Television and High Speed Internet  
Service since 1889

To: City Clerk  
From: Valerie Hall  
Date: 05/10/2016  
Subject: Utility Status- 142 Maple/142 Maple Upper

City Clerk,

Utility services for the above named addresses are currently past due by the **previous owner and placed with the collection agency** owing \$1657.28 as of 05/10/2016.

Thank You,



Valerie Hall  
Customer Assistance Supervisor  
734.324.7126

**OFFICIALS**

**Lawrence S. Stec**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**MAYOR**  
**Joseph R. Peterson**

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

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

May 17, 2016

Mr. Lawrence S. Stec  
City Clerk  
City Hall  
Wyandotte, Michigan

RE: 140 Maple  
Wyandotte, Michigan

Dear Mr. Stec:

In response to the Michigan Department of Licensing and Regulatory Affairs, Michigan Liquor Control Commission relative to a request from Lost Lake Distillery, LLC, for a Small Distiller License (Owner indicated that the Outdoor Service and Entertainment Permit has been removed from this request) to be held in conjunction with the property at 142 Maple Street the following applies. The Owner has deposited \$1,000 in escrow with the Engineering Department and secured the required Building Permit to rehabilitate the building.

Therefore, since Mr. Bohl has placed money in escrow with the Department of Engineering and Building, the undersigned has no objection to this request.

Very truly yours,

A handwritten signature in blue ink that reads "Mark A. Kowalewski".

Mark A. Kowalewski  
City Engineer

MAK:kr

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



**JEFFERY CARLEY**  
FIRE CHIEF

**MAYOR**  
Joseph R. Peterson

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

May 12, 2015  
William R. Griggs, City Clerk  
City of Wyandotte  
3200 Biddle, Avenue  
Wyandotte, Michigan 48192

RE: Liquor License 142 Maple Lost Lake Distillery

Dear Mr. Griggs,

The undersigned has reviewed the request regarding a Liquor License 142 Maple Wyandotte Michigan Lost Lake Distillery. This department has no objection to the Liquor License.

If you should have any other questions regarding this matter, please contact me at your convenience.

Sincerely,

  
\_\_\_\_\_  
Jeffery Carley, Fire Chief

**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
William R. Griggs

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Thomas R. Woodruff



**CITY COUNCIL**

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

**DANIEL J. GRANT**  
CHIEF OF POLICE

May 7, 2015

William R. Griggs, City Clerk  
City of Wyandotte  
3200 Biddle Avenue, Suite 100  
Wyandotte, MI 48192

Dear Mr. Griggs:

**SUBJECT: LCC REQUEST – Lost Lake Distillery LLC, 142 Maple**

The Police Department has reviewed the request for a new Small Distiller License with Entertainment Permit and Outdoor Service Permit from Lost Lake Distillery LLC, located at 142 Maple, Wyandotte, Michigan, Wayne County. Concluding a review of the proposed request, the police portion of the request is recommended for approval.

The Police Department's final recommendation to the Liquor Control Commission is subject to the applicant meeting all laws and ordinances as required by the Fire and Engineering Departments, and approval of the Mayor and City Council through Resolution.

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

Sincerely,

Daniel J. Grant  
Chief of Police

LOOK, MAKOWSKI AND LOOK  
PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

2241 OAK STREET  
WYANDOTTE, MICHIGAN 48192

(734) 285-6500  
Fax (734) 285-4160

WILLIAM R. LOOK  
STEVEN R. MAKOWSKI

RICHARD W. LOOK  
(1921 - 1993)

May 6, 2015

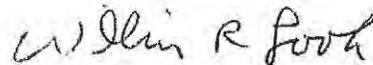
To: Honorable Mayor and City Council  
From: Department of Legal Affairs  
Re: Lost Lake Distillery, LLC, 142 Maple  
Dear Mayor and City Council:

I am in receipt of the communication from the City Clerk concerning the new Small Distiller License with Entertainment Permit and Outdoor Service Permit from Lost Lake Distillery LLC (142 Maple).

My department is not aware of any legal issues that would prohibit said request provided the applicant has signed the city agreement concerning Dance and Entertainment Permits.

Respectfully submitted,

Department of Legal Affairs  
LOOK, MAKOWSKI and LOOK  
Professional Corporation



William R. Look

WRL:bt

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 7

**ITEM:** Election Workers – Co-Chair Designation

**PRESENTER:** Lawrence S. Stec, City Clerk



**INDIVIDUALS IN ATTENDANCE:** Lawrence S. Stec, City Clerk

**BACKGROUND:** The Clerk's office employs many wonderful and involved citizens as election workers. The polls open at 7am and close at 8pm. These dedicated individuals work from 6:30am until 8:30pm (or whenever the precinct duties are completed), with Chairpersons and one other designated precinct inspector working longer hours due to their additional responsibilities including the submission and settlement of voting materials at the end of the voting day – a process that can sometimes take up to 2 hours depending on the size and complexity of the election and the efficacy of the precinct. The current Clerk's office has determined a need, particularly due to the upcoming implementation of the electronic pollbooks at each precinct, to add a level of responsibility to the ranks of election workers. Adding a Co-Chair position at the precinct would allow there to be a worker who would be capable and responsible for directly assisting the Chairperson, filling in during breaks and/or absences, and accompanying the Chairperson at the end of the evening to the Receiving Board, where the Chair and Co-Chair would share responsibility of having all required tasks for the day completed and in order. This allows the Clerk's office to have a plan for succession in the case that our Chairs decide to retire and to have 100% coverage of our precincts. Currently, our Inspectors and Chairpersons are paid \$150 and \$200, respectively. It is the recommendation of the City Clerk that a rank of Co-Chair is implemented with a corresponding pay rate of \$175. The pay rate would complement the additional responsibilities and time that is required of the Co-Chair position.

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** Concur with the recommendation of the City Clerk to implement a Co-Chair designation for each precinct and a corresponding pay rate of \$175 for each assigned Co-Chair.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Election Commission, Salary 101-840-725-110

**IMPLEMENTATION PLAN:** The Clerk's office will determine the best fit in each precinct to fill the position of Co-Chair, with recommendation considerations from current election workers.

**COMMISSION RECOMMENDATION:**

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

**LEGAL COUNSEL'S RECOMMENDATION:** *W. Loh*

**MAYOR'S RECOMMENDATION:** *ASR*

**LIST OF ATTACHMENTS:**

**MODEL RESOLUTION:**

DATE: June 6, 2016

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

WHEREAS the City Clerk's office is recommending that a Co-Chairperson position be added to the election worker pay scale and this position would entail additional and shared responsibilities with each Chairperson that would constitute a new pay rate of \$175 per Co-Chairperson.

BE IT RESOLVED that the Council concurs with the recommendation of the City Clerk and approves the implementation of a Co-Chairperson at a pay rate of \$175 per election.

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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

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

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\_\_\_\_\_

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

MEETING DATE: Monday, June 6, 2016

AGENDA ITEM # 8

**ITEM:** CONTRACT FOR SERVICES: WYANDOTTE STARS

**PRESENTER:** Sarah Jordan, Interim Museum Director.

*Sarah J. Jordan*

**INDIVIDUALS IN ATTENDANCE:** Sarah Jordan, Interim Museum Director

**BACKGROUND:** The Wyandotte Stars will be travelling to Greenfield Village on July 16, 2016 to participate in a vintage base ball match against the Henry Ford Lah-De-Dahs. The Stars will receive a \$75 appearance fee for their participation.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life; to advocate for our heritage.

**ACTION REQUESTED:** Adopt a resolution supporting the contract endorsement with The Henry Ford.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101.000.257.090 – Vintage Base Ball Reserve

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Interim Museum Director.

**COMMISSION RECOMMENDATION:** Concurs with recommendation.

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

**LEGAL COUNSEL'S RECOMMENDATION:** *W. Loh*

**MAYOR'S RECOMMENDATION:** *J.P.*

**LIST OF ATTACHMENTS:** The Henry Ford Contract for Services

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: June 6, 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the Interim Museum Director in the following resolution.

Resolved by City Council to approve the request from the Interim Museum Director for the Wyandotte Stars and to endorse the contract with The Henry Ford.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

VanBoxell



# Contract for Services

Greenfield Village and Henry Ford Museum Administration  
5/10/2016

*JS*

Systems Use Only	
VCH#	_____
DUE	_____
AMT	_____
1099	_____
G/L	_____
HOLD/MAIL	_____
AUDITED	_____

This Contract for Services, along with the attached Terms and Conditions (collectively, the "Agreement"), is between The Edison Institute d/b/a The Henry Ford ("The Henry Ford") and the undersigned individual or entity ("Contractor"). This Agreement is effective on the date last signed by the parties ("Effective Date"). Contractor shall provide certain services ("Services") to The Henry Ford in the following capacity:

- Performer   
  Exhibitor   
  Vendor   
  Instructor   
 Other   
 Internal

The description and requirements for Contractor's Services are set forth below:

The Wyandotte Stars will play a game of 19<sup>th</sup> Century Base Ball against the Greenfield Village La-Dee-Dahs Base Ball Club at 1:30 pm in Greenfield Village on Saturday, July 16, 2016. They will also participate in related activities as needed.

Time Period for Contractor's Services: One date: July 16, 2016

Compensation for Contractor's Services: \$75.00 flat fee for a total of \$75.00, paid upon satisfactory completion of contract. Compensation will be paid according to the following payment schedule:

July 16, 2016 (\$75.00) mailed July 25, 2016

Other Assumptions: Team must sign and return contract, W9, and Participant Waiver prior to contract payment.

## THE HENRY FORD

## CONTRACTOR

\_\_\_\_\_  
Signature (Originating Team Leader)      Date

\_\_\_\_\_  
Signature Jody Egen      Date City of Wyandotte

Address: 2624 Biddle

City / State / Zip: Wyandotte, MI 48192

SS or Tax ID #:

A/C Number: 6003.714.5250

Phone #: 734.324.7297

E-Mail: ~~jegen@wyan.org~~ museum@wyan.org

**America's Greatest History Attraction**

P.O. Box 1970    Dearborn, Michigan 48124-4088    PHONE 313.982.6100

## Terms and Conditions

These Terms and Conditions constitute a part of the Agreement between The Henry Ford and Contractor identified on the Contract for Services. These Terms and Conditions shall govern any conflict or inconsistency with the Contract for Services.

1. **Services - Generally.** Contractor shall perform the Services and other activities under this Agreement in a diligent, prompt, and professional manner. Satisfactory completion of the Agreement includes the Contractor being timely and meeting the quality expectations of The Henry Ford. Contractor will use its best efforts in connection with its provision of the Services, and will notify The Henry Ford as promptly as possible if Contractor believes it cannot meet the requirements of the Services. Contractor will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its activities under this Agreement. If performances are missed for any reason other than adverse weather, The Henry Ford reserves the right not to pay for missed performances. If Contractor's Services, participation and/or other activities requires period clothing, Contractor must make himself/herself available for all necessary fittings prior to performance date(s). When working in Greenfield Village or The Henry Ford Museum, Contractor must adhere to all period clothing guidelines, which will be given to Contractor at his/her first fitting. Once Contractor's contract is fulfilled, Contractor must return all period clothing to The Henry Ford within one (1) week.

2. **Premises and Materials.** Contractor may be providing Services and/or participating in activities on or in buildings, facilities or land owned, leased, or otherwise controlled by The Henry Ford ("Premises"). While at any Premises, Contractor and/or its employees, agents, contractors, minor children and/or guests ("Personnel") shall conduct themselves in a professional manner, shall comply with all Premises rules, policies and procedures, including those related to safety, dress code and conduct, and shall comply with all of The Henry Ford's reasonable requests regarding personal conduct. Contractor shall abide by all conditions or requirements for use of the Premises or equipment of The Henry Ford, and acknowledges that Contractor is responsible to use the same in a safe and careful manner. Contractor accepts full and unconditional responsibility for Contractor's actions and omissions, and the actions and omissions of Contractor's Personnel, whether acting individually or as part of a group, while on the Premises. Being on Premises while under the influence of alcohol or drugs, or in the possession of a controlled substance, or an unauthorized weapon is prohibited. Video recording, audio sound recording and photographing on the Premises for Contractor's commercial use is also strictly prohibited without the prior express written consent of The Henry Ford's Marketing and Public Relations Office. Contractor shall at all times keep all aspects of the Premises, including any streets, alleys, sidewalks and storage areas, free from all waste material, spoils, dirt, mud, scrap, debris, trash, and rubbish (collectively, "Waste"), and all Waste shall be removed from the Premises or deposited in such locations as The Henry Ford may from time to time designate. All tables, fixtures, props, displays, supplies, equipment, materials, tools, shelters and other personal property used on or brought onto the Premises by Contractor and/or its Personnel (collectively, "Materials") shall be provided, set-up and taken down by the Contractor. Set-up and take-down must be performed during the established set-up and take-down periods during non-visitor hours. Contractor assumes all responsibility and expense for Contractor's Materials, including all Materials lost, damaged or stolen at the Premises. The Henry Ford does not assume responsibility for any Materials, and Contractor will take whatever steps necessary to protect Materials.

3. **Sales of Merchandise; Exhibitions.** The Henry Ford does not assume any responsibility for any merchandise sold by the Contractor and/or items exhibited by Contractor and/or its Personnel. Contractor must provide contact information to every customer in the case of the need for further contact with the Contractor. The Henry Ford will not act as an intermediary or conduit between the customer and Contractor. The Henry Ford agrees that any and all money made during the time period listed above belongs to the Contractor.

4. **Use of Likeness and Image.** In connection with its activities, The Henry Ford and/or its third party service providers may produce one (1) or more visual and/or audio recordings, photographs, renderings and/or other works (the "Works"). Contractor may be a participant, contributor and/or performer in the Works. Contractor hereby consents to the perpetual and worldwide reproduction, use and license of his/her name, likeness, image, voice, appearance, performance, biography and/or composition by The Henry Ford and/or its third party service providers for: (a) use in and with the Works, whether recorded on or transferred to videotape, audiotape, film, slides, photographs, digital files or other media, now known or later developed; and (b) publicity, marketing, advertising and promotional purposes in connection with The Henry Ford and/or the Works. Such use includes, but is not limited to, the use of Contractor's image on products given away, donated or sold by The Henry Ford. Contractor acknowledges that each Work may be edited by The Henry Ford, and that The Henry Ford may broadcast, rebroadcast, cablecast, simulcast, webcast, exhibit, market, sell, duplicate, use, re-use, show in screenings, distribute and otherwise exploit the Works, in whole or in part, as The Henry Ford sees fit throughout the world, either alone or with other products, services, promotional materials and/or works, for commercial or non-commercial purposes, or any other purpose and/or media that The Henry Ford in its sole discretion may determine. Contractor agrees that The Henry Ford shall have and retain all rights, title and interests, including all intellectual property rights, in and to the Works and all associated elements of the Works, free from any claim thereto by Contractor. To the extent that, by operation of law or otherwise, Contractor owns any rights in the Works, Contractor hereby assigns to The Henry Ford all rights, title and interest, including copyrights, in and to the Works. Contractor hereby appoints The Henry Ford as Contractor's agent for the purpose of perfecting its interest in and to any images taken of Contractor and/or any Contractor Materials while on the Premises. Contractor hereby releases The Henry Ford and its third party service providers from any liability arising from the use of the Works and/or other materials created by The Henry Ford or furnished by Contractor in connection with the Works. Contractor acknowledges the receipt and sufficiency of all consideration in connection with this consent, license and release. Contractor waives and foregoes any other or additional consideration, remuneration and/or compensation in connection with this consent, license and release and/or the Works. In no event shall The Henry Ford be liable to Contractor in relation to this Agreement and/or the Works, regardless of the form of action or theory of recovery, for any direct, indirect, incidental, consequential, special, punitive or exemplary damages, regardless of whether The Henry Ford have been made aware of its possibility. Contractor expressly releases and indemnifies The Henry Ford and its officers, employees, agents and designees from any and all claims, known and unknown, arising out of or in any way connected with the above granted uses.

5. **Indemnity and Releases.** To the extent permitted by applicable law, Contractor shall defend, indemnify and hold The Henry Ford and its Trustees, officers, agents and employees (collectively, the "Released Parties") harmless from and against any and all liabilities, damages, losses, fines, penalties, claims, costs, expenses and fees, including but not limited to attorney's fees, incurred by, or awarded or asserted against, the Released Parties, or any of them, that arise out of or in connection with this Agreement, the Services and/or Contractor's or its Personnel's acts, omissions or presence on the Premises, except to the extent directly caused by the gross negligence or intentional misconduct of any Released Parties. In participating in activities on the Premises, Contractor unconditionally and irrevocably releases any

claims that Contractor and/or its Personnel may now or hereafter have against the Released Parties, or any of them, from any and all liabilities, damages, losses, fines, penalties, claims, costs, expenses and fees, including but not limited to attorney's fees, that arise out of or in connection with any loss, damage or injury that may be sustained by Contractor, Contractor Personnel and/or any Materials, while on the Premises, except to the extent directly caused by the gross negligence or intentional misconduct of any Released Parties.

6. Limitation of Liability. Regardless of the form of action or theory of recovery, in no event shall The Henry Ford be liable to Contractor and/or any Contractor Personnel in connection with this Agreement, the Services and/or the Premises for any: (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if The Henry Ford has been advised of the possibility of such damages; (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages; and/or (c) direct damages in an amount in excess of the greater of the amounts paid to Contractor under this Agreement or \$5,000.

7. Termination; No Assignment By Contractor. Contractor or The Henry Ford may terminate this Agreement at any time by providing written notice to the other. Contractor may not assign or subcontract this Agreement, in whole or in part, without The Henry Ford's prior express written consent. Any attempted assignment or subcontract by Contractor without such written consent shall be void.

8. General Provisions. This Agreement is governed by the laws of the United States and the State of Michigan (exclusive of its choice of law rules). This Agreement is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by both parties. Contractor is an independent contractor and not an employee, agent, joint-venturer or partner of The Henry Ford. Contractor has no authority to create any obligations for The Henry Ford, is not entitled to any benefits of The Henry Ford employees, and is responsible for its own costs and legal responsibilities of doing business, including insurance, taxes, workers compensation, equal opportunity compliance, immigration requirements, and employment benefits. Without limiting the foregoing, Social Security, federal, state, and local withholding taxes are not the responsibility of The Henry Ford, and Workers' Compensation/Liability Insurance Coverage will not be carried by The Henry Ford. All notices required to be given in writing shall be delivered by mail, courier, hand-delivery, facsimile, or email, and shall be effective upon receipt; provided that the sender shall have the duty of demonstrating receipt. Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective and no waiver shall be implied from a failure of either party to exercise a right or remedy. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All provisions of this Agreement relating to uses of likeness and image, indemnification, releases and limitations of liability shall remain in full force and effect after termination or expiration of this Agreement.

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

MEETING DATE: Monday, June 6, 2016

AGENDA ITEM # 9

**ITEM:** HOLD HARMLESS AGREEMENT: OAKWOOD CEMETERY

**PRESENTER:** Sarah Jordan, Interim Museum Director *Sarah J. Jordan*

**INDIVIDUALS IN ATTENDANCE:** Sarah Jordan, Interim Museum Director

**BACKGROUND:** The Wyandotte Museum is holding its annual Cemetery Walk on Friday, October 7 and Saturday, October 8. This year's program will feature Oakwood Cemetery at the intersection of Biddle and Ford Avenues. As in years past, we are looking to have a hold harmless agreement with the Oakwood Cemetery Association endorsed, in order to use the location for our event.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life; to advocate for our heritage.

**ACTION REQUESTED:** Adopt a resolution supporting the use of Oakwood Cemetery and endorsing a hold harmless agreement with the Oakwood Cemetery Association.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Event expenses – 285.225.925.880 (Heritage Days Expense); event revenue – 285.000.655.025 (Heritage Days Revenue)

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Interim Museum Director.

**COMMISSION RECOMMENDATION:** Concurs with recommendation, resolution on file.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shuyedal*

**LEGAL COUNSEL'S RECOMMENDATION:** *w/ look*

**MAYOR'S RECOMMENDATION:** *[Signature]*

**LIST OF ATTACHMENTS:** Hold harmless agreement with the Oakwood Cemetery Association – 2016 Historic Cemetery Walk

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: June 6, 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the Interim Museum Director in the following resolution.

Resolved by City Council to approve the request from the Interim Museum Director to utilize Oakwood Cemetery for the annual Historic Cemetery Walk, and to endorse the hold harmless agreement with the Oakwood Cemetery Association.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

VanBoxell

## **HOLD HARMLESS AGREEMENT**

In consideration of the Wyandotte Oakwood Cemetery Association (“Association”) granting permission to the Wyandotte Museum (of the City of Wyandotte) to conduct a historic cemetery walk in October of 2016, the undersigned hereby assumes all risk and liability relating to the aforementioned activity, and the undersigned agrees to hold harmless and indemnify the Association and all their officials, employees, volunteers and agents from all liability or responsibility whatever for injury (including death) to persons, or for any damage to any Association property, or to the property of others arising out of or resulting from the aforementioned cemetery walk.

The undersigned further does hereby remise, release and forever discharge said Association, its officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of either directly or indirectly, from the aforementioned cemetery walk.

Agreed to this                      day of May, 2016

City of Wyandotte

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By: Joseph R. Peterson, Mayor

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

MEETING DATE: June 6<sup>th</sup> 2016

AGENDA ITEM # 10A

**ITEM:** Wyandotte Street Art Fair Guide Book Contract

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

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

**BACKGROUND:** The past artwork; including the guidebook for the fair has been professional, inviting and creative. This is vital to attracting potential artists, sponsors as well as visitors to the Wyandotte Street Art Fair. We will be contracting with Jody Egen to create the artwork for this year's guide book and are seeking to place this year's guide book in the July issue of Wyandotte Today. We feel this will be a wonderful partnership and are looking forward to working with them!

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

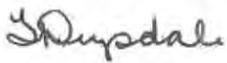
**ACTION REQUESTED:** We feel that Community Publishing will provide excellent service and request your support of this contract

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

None

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Special Events Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS**

Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: June 6<sup>th</sup> 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Community Publishing for the 2016 WSAF Guide Book to be inserted in their July publication.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

CITY OF WYANDOTTE AND WYANDOTTE STREET ART FAIR  
Guide Book Contract

Name: Community Publishing

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Community Publishing Agrees To:**

1. Dedicate pages 3-12 of the quarter 2 magazine for Art Fair Information that will be provided in press ready pdf form from the Special Events department. Gloss text - 8.5" x 11" Ink: Full color throughout
- 1) Utilize the photo provided by the City as the cover of the magazine.
- 2) Title the Quarter 2 issue "Wyandotte Today: The Official Wyandotte Street Art Fair Guide Book
- 3) Sell ad space to cover ALL COSTS of the printing and mailing of 25,000 Guides.
- 4) Mail 18,000 guides to all addresses in Wyandotte and Grosse Ile.
- 5) Provide 5,500 guides to the city to distribute at the Art Fair.
- 6) Publish a Digital Version of the guide that will be accessible for both Android and Apple devices as well as on the City's and Community Publishing website.
- 7) Provide additional editorial content as needed depending on the advertising space sold. Ad to editorial ratio will be 60:40.

**City of Wyandotte Agrees To:**

- 1) Provide a table and chairs located ON BIDDLE AVENUE at the Art Fair for Community Publishing at no cost.
  - 2) Allow the masthead of the Guide to stay the same as it is for all Wyandotte Today magazines with the addition in large bold letters of "Special Wyandotte Street Art Fair Guide Edition" underneath.
  - 3) Encourage all Art Fair participants to advertise in the Street Fair guide via a commercial voiced email.
  - 4) Provide all Art Fair participants with Community Publishing (Gina Guarisco) contact information including phone # and email address for advertising.
  - 5) Place Wyandotte Today and Community Publishing name on Information signs located at the information booth, The WSAF website and Information kiosks placed around the fair.
- 5.) OWNERSHIP: The City of Wyandotte is the sole legal owner of the work created for the Wyandotte Street Art Fair Guide Book with all rights and privileges.

6. Delivered: 2624 Biddle Avenue or the Wyandotte Yack Arena  
The publication would be the Official 2016 City of Wyandotte, Wyandotte Street Art Fair Guide Book, given away at the Information booth at the fair and also distributed at our City Hall. Information for purchasing ads in the publication would be sent to all WSAF participants.

City will provide all imagery files. The City will provide you will all graphics by June 13th at 5 pm. The company will be responsible for providing the City with a full color proof guide no later than June 27th and the full order completed by July 5th 2016 at 8 am. The city has to right to cancel at any time during the design process without any financial repercussions before final printing has taken place.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
City of Wyandotte: Mayor Peterson

\_\_\_\_\_  
City of Wyandotte: City Clerk

*Reviewed &  
Approved as to Form  
William K. Fort  
6-1-16*

**CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 6<sup>th</sup> 2016

AGENDA ITEM # 10B

**ITEM:** Special Event Application - Seaway Boat Club

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



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

**BACKGROUND:** Attached please find the Special Event Application from the Seaway Boat Club of Wyandotte requesting to hold an event on Friday, August 19<sup>th</sup> and Saturday, August 20<sup>th</sup> and the use of city streets/property and sidewalks. This event has been reviewed and approved by the Police Chief, Fire Chief and Recreation Superintendent provided the group/individual sign a hold harmless agreement adds the city of Wyandotte as additional insured to their insurance policy and abides by all City of Wyandotte Ordinances. (Please see the attached application and information sheets).

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city property on August 18<sup>th</sup> and 22<sup>nd</sup> 2016.

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

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

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** *W. J. J. J.*

**MAYOR'S RECOMMENDATION:** *J. P.*

**LIST OF ATTACHMENTS**

Special Event Application

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: June 6<sup>th</sup> 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City property for the event held on August 18<sup>th</sup> and 22<sup>nd</sup> 2016.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

# Application for Special Event

Special Events Office, City of Wyandotte  
2624 Biddle Avenue Wyandotte, Michigan 48192  
P: 734-324-4502 F: 734-324-7283  
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: August 19<sup>th</sup> / 20<sup>th</sup>, 2016 Times: 8AM TO 2AM  
Name of Applicant: FRANK E LABEAU FINANCIAL SECRETARY  
Name of Business or Organization: SEAWAY BOAT CLUB of Wyandotte  
Type of legal entity of your business/organization: PRIVATE CLUB  
Name of individual authorized to sign documents on behalf of your business/organization: \_\_\_\_\_  
Address: FRANK E. LABEAU 12176 HOWARD ST. SOUTHGATE, MI 48195  
Email: TIARAFIREWATER@AOL.COM Cell Phone: 734-552-2228

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

Site of proposed event: 6 PERRY PLACE

Estimated maximum number of persons expected at the event for each day: 250

Is Alcohol going to be served or provided at this event: YES Do you have a license: YES

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: \_\_\_\_\_

**Electrical needs:** Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event. NOT REQUIRED

**Application fee:** \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

TENT WILL BE ERECTED ON August 18<sup>th</sup> AND  
REMOVED ON August 22<sup>ND</sup>, STREET CLOSED FOR  
5 DAYS

PL JO #1159 - AD.  
5-23-16.

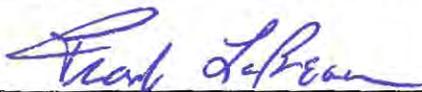
SEAWAY BOAT CLUB OF WYANDOTTE  
6 PERRY PLACE  
WYANDOTTE, MICHIGAN 48192

**This Hold Harmless Agreement made this 23<sup>rd</sup> day of May, 2016 between the City of Wyandotte (hereafter referred to as "the City") and Seaway Boat Club of Wyandotte (hereafter referred to as "the Club").**

**The Club, its Board Members, Officers, Agents' Membership and Guest** does hereby release and forever discharge and hold harmless **the City**, its affiliated boards and board members, employees, agents, and member, and its successors from any and all liability, claims and demands of whatever kind of nature, either in law or equity, which arises or may hereafter arise from the 2016 Annual Dock Party. **The Club** understands that this release discharges **the City**, its employees, its board, officers and agents from any liability or claim that **the Club**, its members or guests, may have against **the City** with respect to any bodily injury, personal injury, illness, death or property damage that may result from **the Club's** annual dock party.

**The Club** additionally does hereby release and forever discharge and agree to hold harmless the employees of **the City's** Police, Fire and Emergency Services Departments and any other employees, agents, or members acting on behalf of **the City**, both civilly and criminally. **The Club** will obtain a special liability insurance rider and all other licenses required for this event and provide **the City** with copies of the same, if requested or required by law.

Singed this 23<sup>rd</sup> day of May, 2016

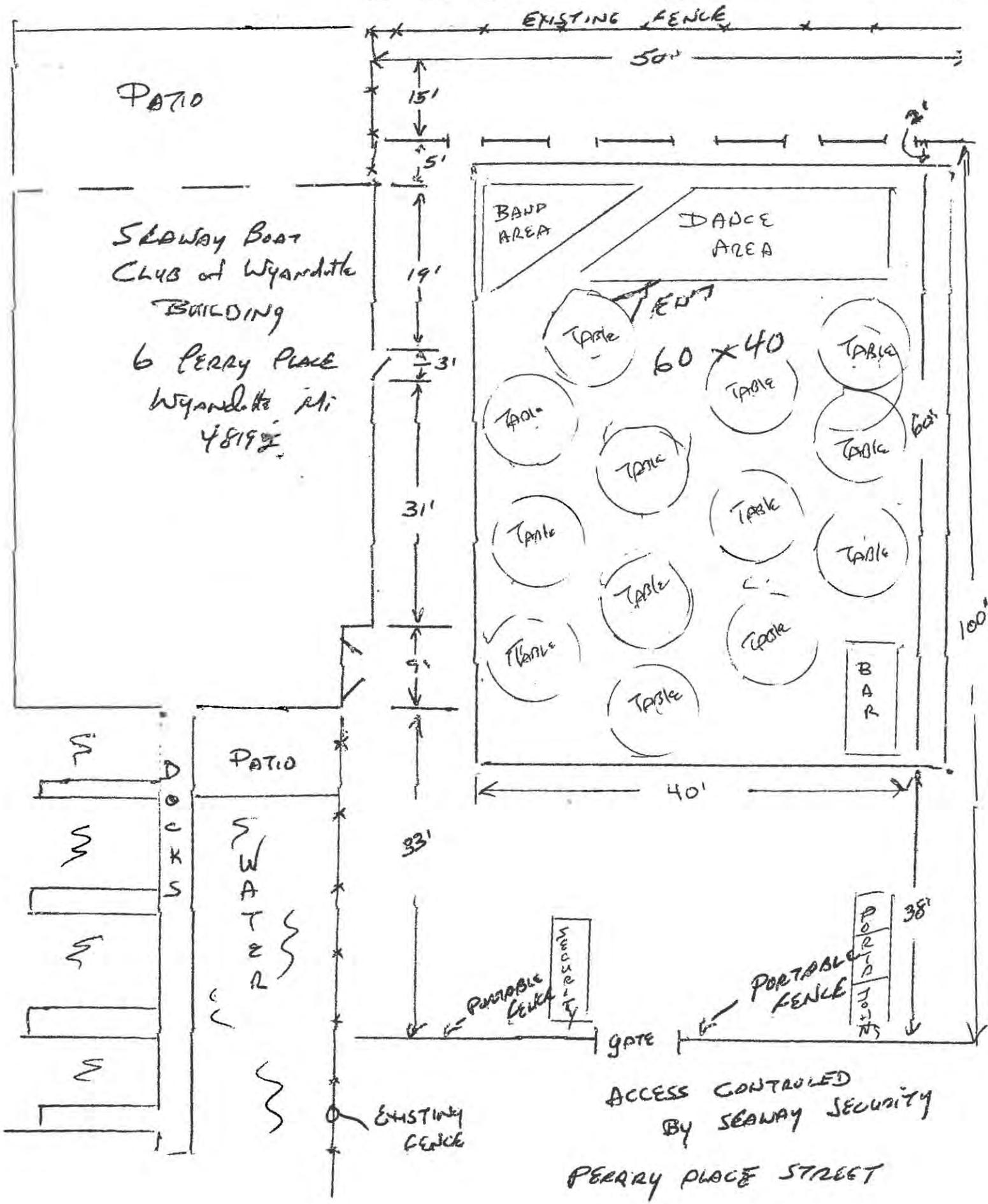


Frank LaBeau

Financial Secretary (agent of Seaway Boat Club of Wyandotte)

734-552-2228

# DETROIT RIVER



PATIO

SEAWAY BOAT CLUB of Wyandotte BUILDING  
6 PERRY PLACE  
Wyandotte MI  
48192

EXISTING FENCE

50'

15'

5'

19'

31'

31'

9'

33'

BAR AREA

DANCE AREA

TABLE

60 x 40

TABLE

BAR

60'

100'

40'

PATIO

WATER

DOCKS

PORTABLE FENCE

GATE

PORTABLE FENCE

PORTABLE JOINTS

38'

EXISTING FENCE

ACCESS CONTROLLED BY SEAWAY SECURITY

PERRY PLACE STREET

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

MEETING DATE: June 6<sup>th</sup> 2016

AGENDA ITEM # 10C

**ITEM:** Wyandotte Street Art Fair - Michigan Lottery Sponsorship

**PRESENTER:** Heather A. Thiede, Special Event Coordinator

**INDIVIDUALS IN ATTENDANCE:** Heather A. Thiede, Special Event Coordinator

**BACKGROUND:** Herewith, please find the 2016 sponsorship agreement with the Michigan Lottery for the Wyandotte Street Art Fair. We are very excited to have a partnership with the Michigan Lottery this year, who attends over 30 community events across the state each year. Being that the State is self-insured they will not be required to add the city as additional insured or sign a hold harmless agreement to participate in the event. We are seeking your approval of the attached agreement from the lottery and feel this will be a wonderful partnership for 2016 and beyond.

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

**ACTION REQUESTED:** Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

Revenue of \$7,000 for the 2016 Wyandotte Street Art Fair

**IMPLEMENTATION PLAN:** Contracts to be signed by Mayor Joseph R. Peterson and Larry Stec, City Clerk to be returned to Heather A. Thiede for implementation.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *J. Dunsdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Concurs with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *J.P.*

**LIST OF ATTACHMENTS:**

Agreement

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: June 6<sup>th</sup> 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the Special Event Coordinator in the

following resolution:

A resolution to APPROVE the agreement provided by the State of Michigan Lottery for the 2016 Wyandotte Street Art Fair as outlined in the provided communication dated June 6<sup>th</sup> 2016, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

**MICHIGAN BUREAU OF STATE LOTTERY  
STANDARD PROMOTION AGREEMENT**

THIS AGREEMENT (Agreement) is made by and between the Michigan Bureau of State Lottery (Lottery), with offices located at 101 E. Hillsdale, Lansing, Michigan 48933, represented by Simons, Michelson, Zieve, Advertising, Inc. (Agent), with offices located at 1200 Kirts Blvd., Suite 100, Troy, MI 48084 and the City of Wyandotte (Promoter), with offices located at ATTN: Special Events Office, City of Wyandotte, 2624 Biddle Avenue Wyandotte, Michigan 48192 , for the advertising, promotion and sale of Lottery products in connection with The Wyandotte Street Art Fair (Event) to be held Wednesday, July 13th through Saturday, July 16<sup>th</sup>, 2016. The terms of this Agreement shall commence on the date hereof and ends on July 16<sup>th</sup>, 2016. The parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to advertise and promote Lottery and the sale of Lottery products. Lottery's participation is limited solely to the activities described in Appendix A. Lottery has no control over the Event. Promoter will not make any representation, express or implied, that Lottery has any affiliation with Promoter or the Event other than advertisement and promotion of Lottery and the sale of Lottery products.

**2. Promotional Assets and Fee**

In consideration for the Promotional Assets set forth in Appendix A, Lottery agrees to pay the Promotional Fee as set forth in Appendix B. Both Appendices A and B are incorporated as if fully stated herein.

**3. Payment of Promotional Fee**

The Promotional Fee will be paid by Agent set forth in Appendix B will be paid on Lottery's behalf by Agent . The invoice must be sent to: "Simons, Michelson, Zieve Advertising, Inc., 1200 Kirts Blvd., Suite 100, Troy, MI 48084."

**4. Agreement Contingent on Appropriation**

This Agreement is contingent upon appropriation by the State Legislature. If funds are not appropriated, this Agreement is void and all parties are relieved of any obligation herein. Promoter will not be entitled to the Promotional Fee, nor any other penalty, cost, or damages of any kind.

**5. Authority to Provide Promotional Assets**

Promoter warrants that it has the authority to enter this Agreement and provide the Promotional Assets set forth in Appendix A. Lack of authority to enter this Agreement or provide any of the Promotional Assets set forth in Appendix A, regardless of size or scope, constitutes a breach of this Agreement, immediately entitling Lottery to damages, including, but not limited to, a full refund of the Promotional Fee. Further, any assurance of authority, through false pretenses, false representation, or actual fraud, to induce entering this Agreement without such authority will be construed as non-dischargeable fraud.

**6. Proof of Performance**

Promoter agrees to provide a proof of performance report within ninety (90) days after the Event ends. Report must include evidence of all Promotional Assets identified in Appendix A, including, but not limited to, photographs of signage, displays, or activities, media affidavits, or any other materials demonstrating performance of the Promotional Assets. The report must be sent to: "Michigan Bureau of State Lottery, 101 E. Hillsdale, Lansing, MI 48933, ATTN: Lisa Johnson."

**7. Breach of Agreement**

Failure by Promoter to provide any of the Promotional Assets described in Appendix A constitutes a breach of this Agreement, entitling Lottery to damages. Because the effect of any Promotional Asset, regardless of size or scope, is unknowable, Lottery will be immediately entitled to, but not limited to, Five-Hundred Dollars (\$500) or an amount equal to 20% of the Promotional Fee, whichever is greater, unless the parties agree in writing to an acceptable alternative.

**8. Event Cancellation**

Promoter will notify Lottery in writing if any of the multiple Event dates are postponed or cancelled. In the case of a postponed or cancelled Event date, Promoter will make good on execution of Promotional Assets at a later date during the term or as mutually agreed upon by the parties.

**9. Notice**

Any notice to either party shall be in writing and sent to the following addresses:

To Lottery: Michigan Bureau of State Lottery  
101 E Hillsdale  
Lansing, MI 48933  
ATTN: Lisa Johnson

To Promoter: ATTN: Special Events Office  
City of Wyandotte  
2624 Biddle Avenue  
Wyandotte, MI 48192

**10. Non-Waiver**

Failure by Lottery to enforce any provision of this Agreement, including, but not limited to, any of the Promotional Assets set forth in Appendix A, does not waive that provision nor affect Lottery's ability to subsequently enforce that provision or seek damages for failing to satisfy that provision.

**11. Event Liability**

Lottery is not responsible or liable for any violation of local, state, or federal law, or any intentional or negligent act, by Promoter, its officers, agents, employees, contractors, sub-contractors, or assignees. Lottery is not responsible or liable for any violation of local, state, or federal law, or any intentional or negligent act, by any Event visitor, sponsor, advertiser, booth operator, entertainer, or any officer, agent employee, contractor, sub-contractor, or their assignee of these entities. Promoter will be liable for any damages to Lottery resulting from the above or any force majeure.

**12. Accessibility**

Promoter warrants that the Event and premises on which the Event is held are accessible to individuals with disabilities as required by Title III of the Americans with Disabilities Act. 42 USC 12111 *et seq.* Promoter is solely responsible for ensuring compliance with Title III of the Americans with Disabilities Act.

**13. Assignment of Agreement**

Promoter may assign this Agreement only with the express written consent of Lottery. Any assignment of this Agreement absent written consent will render the Agreement void immediately entitling Lottery to a full refund of the Promotional Fee.



**APPENDIX A**  
**Promotional Assets**

**PROMOTER TO PROVIDE THE FOLLOWING (COLLECTIVELY, PROMOTIONAL ASSETS):**

- A 20' x 30' display space in a mutually agreed upon location on Biddle and Eureka for all days of the Event for the Lottery Mobile Retail Outlet, to promote and sell Lottery products with a 100V/30 AMP electrical service on a dedicated line for display space (see Appendix C).
- Lottery inclusion in media press releases and social media posts for Event.
- ¼ page ad (4.25" x 2 5/8") in Official Souvenir Guide for Event.
- Lottery logo inclusion on Event posters.
- Lottery logo inclusion on official Event website with a link back to [www.michiganlottery.com](http://www.michiganlottery.com)
- Lottery name inclusion in print and radio ads for the Event.

**LOTTERY TO:**

- Be solely responsible for the set-up and operation of the Lottery Mobile Retail Outlet, including keeping the display clean, free of debris and safe for Lottery personnel, patrons and Event personnel to walk in, by and around the display.
- Provide its logo for inclusion in Event Posters, on the Event website, in press releases, and in social media posts. Lottery to also provide its ad for inclusion in the Official Souvenir Guide.
- Operate within the display space identified in Appendix C.

**APPENDIX B**

In consideration for the benefits detailed in the Appendix A, Lottery, by and through its Agent, agrees to pay Promoter a Promotional Fee in the amount of seven thousand dollars (\$7,000.00) payable to Promoter by June 30, 2016.

APPENDIX C

Onsite space is defined as below and at the location listed as 2.5:



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

MEETING DATE: June 6<sup>th</sup> 2016

AGENDA ITEM # 10D

**ITEM:** WSAF Children's Entertainment Area

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

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

**BACKGROUND:** Attached please find the contract for Airborne Bouncers for the 2016 Wyandotte WSAF to be held July 13<sup>th</sup> through the 16<sup>th</sup>. We feel that the company will once again enhance the event and provide the city with revenue.

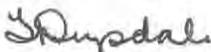
**STRATEGIC PLAN/GOALS:** The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

**ACTION REQUESTED:** It is requested the City Council concur with the recommendation of the Special Event Coordinator and support the contract. Please consider authorization of this contract by Mayor Peterson and the City Clerk, Mr. Stec.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** Concurs with recommendation, approval on file.

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS**

Airborne Bouncers Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: June 6<sup>th</sup> 2016

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, to approve of the contract for Airborne Bouncers for the event held July 13<sup>th</sup> - 16<sup>th</sup> 2016.

I move the adoption of the foregoing resolution.

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

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

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

FESTIVAL-STREET FAIR CONTRACT BETWEEN AIRBORNE BOUNCERS AND WYANDOTTE

THIS AGREEMENT to provide amusement rides and/or concessions and/or inflatables (hereinafter the "Agreement") is made this 11 day of May, 2016, between AIRBORNE BOUNCERS and City of Wyandotte

The purpose of this Agreement is for AIRBORNE BOUNCERS to provide rides for Wyandotte Street Fair

Section 1. Premises: Theatre Lot, on a /exclusive basis.

Section 2. Term. The term of this Agreement shall begin July 13,2016 , and end on July 16,2016, [The daily hours of operation may vary from day to day and will be set by the host of the event]

2.1 FOR THE PURPOSE OF PRE-EVENT MOVE-IN, AIRBORNE BOUNCERS use of the aforementioned premises shall commence on July 12,2016, at 10 .a.m.

2.2 FOR THE PURPOSE OF THE EVENT, AIRBORNE BOUNCERS use of premises shall commence on July 13, at 10am.

2.3 AND SHALL TERMINATE FOR THE purpose of the EVENT on July 16,2016 at 10pm

2.4 FOR THE PURPOSE OF MOVE-OUT, AIRBORNE BOUNCERS use of premises shall end on July 17,2016 at 1am

2.5 MOVE-IN AND MOVE-OUT must take place during the designated times stipulated in this Agreement.

Section 3. Amusement Rides and Concessions/inflatables. AIRBORNE BOUNCERS hereby agrees to furnish the following amusement rides and/or concessions/inflatables: Zip Line, Rockwall, Bungy Jumping, Inflatable slides and Bounce Houses, Mechanical Bull, Enough equipment to give the customer a great experience.

AIRBORNE BOUNCERS reserves the right to change items at will due to weather or other rental requirements, if it is a pay for play event, and not a pre paid event.

Section 4. AIRBORNE BOUNCERS Representative. At all times AIRBORNE BOUNCERS or any of AIRBORNE BOUNCERS personnel are present on the premises, there shall also be present a Representative of AIRBORNE BOUNCERS who shall be responsible for AIRBORNE BOUNCERS operations under this Agreement and the conduct of its personnel.

Section 5. No Interest in Property. AIRBORNE BOUNCERS use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The parties further agree that AIRBORNE BOUNCERS rights hereunder shall not be construed as an easement, or any other interest in real property.

Section 6. Operation of Amusement Rides and Concessions/inflatables. During the term of this Agreement, AIRBORNE BOUNCERS shall erect and operate the aforementioned

amusement rides and concessions/inflatables. AIRBORNE BOUNCERS will operate such rides as are provided for this Agreement on a daily basis for the period each day as set by host.

**Section 7. Status of Name, Address, and Guaranty.** AIRBORNE BOUNCERS represents and warrants that the legal name as contained in this Agreement along with all other information in this Agreement are accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. AIRBORNE BOUNCERS further represents and warrants that the representative who has signed the Agreement has full, complete and absolute authority to bind the AIRBORNE BOUNCERS.

**Section 8. Condition of Premises.** Carnival Operator agrees to quit and surrender the Premises and all equipment therein to the host at the end of the term of this Agreement in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only excepted.

**Section 9. Rules and Regulations.** AIRBORNE BOUNCERS agrees to abide by and conform to all rules and regulations from time to time adopted or prescribed by the host, for the governance and management of Premises.

**Section 10. Alcoholic Beverages.** AIRBORNE BOUNCERS agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon premises.

**Section 11. Improvements.** AIRBORNE BOUNCERS agrees to make only those alterations, additions, or improvements, in, to, or about Premises which have been approved in advance and in writing.

**Section 12. Damage to Premises.** Carnival Operator agrees to not injure, nor mar, nor in any manner deface Premises or any equipment contained therein, and to not cause or permit anything to be done whereby Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any alterations of any kind to said building or equipment contained therein.

**Section 13. Ride Operators.** AIRBORNE BOUNCERS agrees to furnish competent, qualified ride operators on each ride.

**Section 14. Dogs.** AIRBORNE BOUNCERS shall not allow any of its employees, agents or any person associated with the event to bring, or keep on premises, any dogs.

**Section 15. Removal of Amusement Rides and/or Concessions/inflatables.** AIRBORNE BOUNCERS shall furnish at its own expense all personnel required to erect, operate, dismantle and remove all amusement rides and concessions and other equipment on the premises.

**Section 16. Ordinances and Statutes.** AIRBORNE BOUNCERS shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, with the terms of this Agreement, all relevant health and fire codes and all trademark, copyright and other Intellectual property laws. AIRBORNE BOUNCERS agrees that at all times it will conduct its activities with full regard for

public safety. AIRBORNE BOUNCERS also shall not use, store or permit to be used or stored in or on any part of Premises covered by this Agreement any substance or Item prohibited by law.

**Section 17. Licenses and Permits.** It shall be the full and sole responsibility of AIRBORNE BOUNCERS to obtain and pay for all Federal, State, County and other licenses, permits and inspections that may be required to operate their amusement rides and/or concessions/Inflatables and, furthermore, shall provide proof that all appropriate licenses, permits and inspections have been obtained.

**Section 18. Entry and Inspection.** AIRBORNE BOUNCERS use of Premises is nonexclusive, and the host may enter at any time and for any purpose while AIRBORNE BOUNCERS is utilizing Premises or at any other time.

**Section 19. Liability/Indemnification of the Host.** It is expressly understood and agreed by and between the parties hereto that in no case shall the host be liable to the AIRBORNE BOUNCERS, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusement rides provided by AIRBORNE BOUNCERS

or by virtue of any act, error, or omission of AIRBORNE BOUNCERS, whether same is caused by or results from the carelessness, negligence, or improper conduct of AIRBORNE BOUNCERS,

its agents or employees or otherwise, AIRBORNE BOUNCERS hereby taking all risk and indemnifying the host for any such damage or injury. AIRBORNE BOUNCERS agrees to hold the Host harmless from any claims for damages, caused by the act, error, or omission of AIRBORNE BOUNCERS, its agents, employees, assigns, invitees or otherwise regardless

of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in this Agreement for providing amusement rides and/or concessions/Inflatables.

**Section 20. Independence of Operator.** It is expressly understood and agreed by and between the parties hereto that AIRBORNE BOUNCERS is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of the Host. The Host has no authority or control over any aspect of AIRBORNE BOUNCERS operations, except as provided in this Agreement. AIRBORNE BOUNCERS is an entity entirely independent of the Host related only by the independent contractual terms of this Agreement.

**Section 21. Warranties by the Host.** It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Host, and there are no verbal agreements whatsoever between the Host and AIRBORNE BOUNCERS, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

Section 22. Insurance. AIRBORNE BOUNCERS, at its cost, shall provide the following forms of insurance: Commercial General Liability. This policy will name the Host as additional insured.

The minimum limits acceptable for General Liability are \$1,000,000 per occurrence and \$2,000,000 annual aggregate..

AIRBORNE BOUNCERS shall also have Workers Compensation.

Section 23. Underground Utilities. It is understood by the Host that stakes must be driven into the ground to secure all equipment. AIRBORNE BOUNCERS is not responsible for damage to utilities if so happens.

The Host can have a representative on premise to supervise setup when stakes are driven into the ground

If the Host desires and is concerned. We will use the utmost caution when driving stakes using the power

map provided by the Wyandotte Electric utility.

Section 24. Personnel. It shall be the obligation of AIRBORNE BOUNCERS that all personnel employed will be appropriately dressed, will keep themselves in a neat and clean condition, will deal courteously with all patrons, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the Premises

Section 25. Cancellation. AIRBORNE BOUNCERS reserves the unilateral right to cancel this Agreement for the public good in the Event of an act of God, inclement weather, natural disaster, bomb or threat or for other reasons as determined by the Host and/or AIRBORNE BOUNCERS,

or in the event of any request by any Federal, State or County agency for use of the Premises under such circumstances, it being understood and agreed by AIRBORNE BOUNCERS

that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department. Should the Host exercise its rights to cancel this License, AIRBORNE BOUNCERS agrees to forego any and all claims for damages against the AIRBORNE BOUNCERS and further agrees to waive any and all rights which might arise by reason

of the terms of this License and the AIRBORNE BOUNCERS shall have no recourse of any kind against Host.

Section 26. Electrical Equipment. HOST/AIRBORNE BOUNCERS will provide electricity. Generators can be used to supplement electrical needs if allowed by the Host. Generators will be

placed where there is the least amount of noise as possible. Wyandotte Electric agrees to provide

220v to 110v converter plugs at power poles on Tuesday(set up day). They will be returned at end

of the event on Saturday.

Section 27. Pre-suit Mediation. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation. Accordingly, the parties agree to strictly follow said rules and abide

by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the Host entering into this Agreement. This provision shall survive termination of this Agreement

**Section 28. Severability and Enforceability.** The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

**Section 29. Waiver.** The failure of the Host to insist on the strict performance of any one or more of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and that no waiver by Host of any of the provisions hereof shall in any event be deemed to have been made unless the same be expressed in writing by Host.

**Section 30. Attorneys Fees.** In the event it becomes necessary for any party hereto to institute litigation in order to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to all costs incurred therein, including reasonable attorneys fees.

**Section 31. Matters That Survive Terminations.** Unless otherwise provided in this Agreement, all of the terms, provisions, representations and warranties, and all remedies available to any party shall survive termination of the Agreement.

**Section 32. Entire Agreement.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect.

**Section 33. Construction of Agreement.** Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. AIRBORNE BOUNCERS

and Host agree to the terms of the Agreement and have executed this Agreement freely and voluntarily.

Furthermore, the money, property, insurance or services which are the subject of this Agreement are for commercial purposes and not for personal, family or household purposes.

**Section 34. Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement

**SECTION 35.** Payment to the Host for use of property will be in the amount of 15% Gross proceed

Paid by check within one week of the end of the event, sent to the Host place of business by mail.

Print name and title:

AIRBORNE BOUNCERS Kevin Johnson owner \_\_\_\_\_  
16620 Inkster rd. Romulus, Mich. 48174

sign: Kevin Johnson 5-12-16

APPROVAL OF HOST

Print name and title: \_\_\_\_\_

\_\_\_\_\_

sign: \_\_\_\_\_

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 11

**ITEM:** Rezoning of the properties known as 21, 21½ and 23 Walnut, Wyandotte

**PRESENTER:** Elizabeth A. Krimmel, Chairperson

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

**BACKGROUND:** A request from Gail Rademacher, Wayne A. Senior and Jordan Podsiad (Owners and Appellants) to the rezone of the properties known as 21, 21½ and 23 Walnut from Recreation Unit District (RU) to Single Family Residential District (RA) was referred to the Planning Commission to hold the required public hearing.

The hearing was held on May 19, 2016, and the Commission's Resolution was to recommend to City Council to approve this request.

**STRATEGIC PLAN/GOALS:** The City is committed to enhancing the community's quality of life by, fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods, promoting the finest in design, amenities and associated infra-structure improvements in all new developments

**ACTION REQUESTED:** Concur with recommendation of the Planning Commission.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** August 20, 2015

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

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:** *J.A.P.*

**LIST OF ATTACHMENTS:** Planning Commission Resolution and Minutes

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: June 6, 2016

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

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission regarding the rezoning of the properties known as 21, 21½ and 23 Walnut, Wyandotte is hereby received and placed on file; AND

NOW THEREFORE, BE IT RESOLVED that Council concur with the recommendation of the Planning Commission and hereby approves the requested rezoning application for the property known as 21, 21½ and 23 Walnut, Wyandotte, Michigan to Single Family Residential District (RA); AND

BE IT FURTHER RESOLVED that said rezoning be referred to Department of Legal Affairs to prepare the proper ordinance change.

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	_____

PLANNING COMMISSION  
MEETING OF MAY 19, 2016  
RESOLUTION

**PUBLIC HEARING #041816** – Request from Gail Rademacher, Wayne A. Senior and Jordan Podsiad, Owners and Appellants, to rezone the properties known as 21, 21 ½ and 23 Walnut, Wyandotte, Michigan.

---

MOTION BY COMMISSIONER MAYHEW, SUPPORTED BY COMMISSIONER PARKER to recommends to the Mayor and City Council that the property known as 21, 21½ and 23 Walnut (Lots 1 thru 4 River Park Subdivision), Wyandotte be rezoned to RA (One Family Residential District).

YES: Adamczyk, Benson, Duran, Mayhew, Parker, Pasko, Rutkowski

NO: None

ABSTAIN: Lupo

ABSENT: Krimmel

MOTION PASSED

---

**PUBLIC HEARING** – Request from Rose Mary Prato, Owner and Appellant, has applied for a Certificate of Occupancy for a Computer Repair Business at 1611 Ford Avenue, Wyandotte, Michigan.

---

Vice Chairperson Pasko read the appeal and asked if there was anyone present who wished to speak regarding this hearing.

Rose Mary Prato, owner, present and Doug Pettigrew, proposed tenant, present.

Ms. Prato explained that she has Doug Pettigrew who wants to rent the building, there will be no changes to the inside or outside of the building.

Commissioner Benson stated that there is no parking in the front and asked about the parking area in the back. Ms. Prato stated that only the cracks will be repaired in the lot.

There was discussion regarding the parking spaces. Commissioner Benson commented that a parking issued is not in front of the Commission.

Mr. Pettigrew stated that he mostly goes to businesses to do repairs, there will be minimal traffic to the building.

Commissioner Duran asked Mr. Pettigrew his hours of business. Mr. Pettigrew replied that it depends on this customers needs, mostly usual business hours.

Commissioner Pasko asked if the building next to this one was vacant. Ms. Prato replied yes, and she owns that one, too.

There being no further discussion, the hearing was closed.

No communications were received regarding this this request.

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**PUBLIC HEARING**– Request from Gail Rademacher, Wayne A. Senior and Jordan Podsiad, Owners and Appellants, to rezone the properties known as 21, 21½ and 23 Walnut, Wyandotte, Michigan, (Lots 1 thru 4 River Park Subdivision).

Vice Chairperson Pasko read the appeal and asked if there was anyone present who wished to speak regarding this hearing.

Gail Rademacher, 21-1/2 Walnut, owner, present.

Ms. Rademacher explained that she has been turned down for spot zoning, and at that time the Planning Commission suggested that she speak to her neighbors, and apply for rezoning, and that is what she is doing.

There being no further discussion, the hearing was closed.

One (1) communication was received regarding this request.

---

# Braun Dental Lab.

## 586-949-2800

I am owner of 9 Walnut.  
I support ~~this~~ ~~prop~~ THIS  
property's request to change the  
zoning to Residential From Recreational.  
ALL THE properties in the area  
on Walnut should be zoned the  
same.

Don T. J. K. DDS

P.H. # 041816

Re: 21, 21½, 23 Walnut

✓ RECEIVED 5-18-16

\* Empress All Ceramic System \* Cosmetic Veneers \* Implants \* Captek \*

\* Full Mouth Reconstruction \* Diagnostic Waxup \* Crowns \* Bridges \*

\* Cosmetic Consultation \* All Porcelain Inlays & Onlays \*

\* Internal Custom Characterization \*

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 12

**ITEM:** Request for Outdoor Café at 2903 Biddle Avenue

**PRESENTER:** Elizabeth A. Krimmel, Chairperson

**INDIVIDUALS IN ATTENDANCE:** Elizabeth A. Krimmel, Chairperson

**BACKGROUND:** The City received a request from Whiskeys on the Water, 2903 Biddle Avenue, to utilize the south parking lane of the Oak Street right-of-way and portions of the City owned property adjacent to their property for an outdoor café. The Planning Commission held the required public hearing on May 19, 2016, wherein the outdoor café layout was reviewed. The Planning Commission received comments from the Police Chief, Fire Chief, Municipal Service and City Engineer. The Planning Commission has approved this use contingent upon City Council approval for usage of the public property. Please see the attached adopted Resolution.

Further, since the outdoor café is on City owned property a Grant of License and Hold Harmless Agreement and Insurance would be required.

**STRATEGIC PLAN/GOALS:** The City is committed to making the downtown a destination of choice for residents throughout Southeast Michigan by encouraging existing businesses to expand.

**ACTION REQUESTED:** Concur with recommendation provided a Grant of License, Hold Harmless and Insurance is received and approved by the City.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Execute Grant of License and Hold Harmless and receive Insurance Certification

**COMMISSION RECOMMENDATION:** Approved by Planning Commission May 19, 2016

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

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

**MAYOR'S RECOMMENDATION:** *AdP.*

**LIST OF ATTACHMENTS:** Minutes, Site Plan and Resolution from the Planning Commission

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: June 6, 2016

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

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the Planning Commission to grant the request of Whiskeys on the Water, 2903 Biddle Avenue for an outdoor café in conjunction with said business at 2903 Biddle Avenue with the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café in the Central Business District (CBD) Zoning District, Special Land Uses, Section 2202.S of the City of Wyandotte’s Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan and lane marking plan submitted by Owner indicated as drawings by Badrak Design Group, Inc., dated May 17, 2016, revisions, and elevations #1 thru #5.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements attached. Planter boxes to be approved by the City Engineer.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to ~~Midnight~~ from March 15 through October 31.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo’s for products.
8. Fence to be black decorative metal.
9. Table detail to be black metal or plastic with matching chairs.
10. Clearance to underside of trellis to be a minimum of seven (7) feet.
11. Building Permit shall be obtained for temporary construction of deck and trellis.
12. Applicant to pay all costs to the City of Wyandotte, Department of Public Services for providing and removing temporary reflective tape as indicated on lane marking plans.
13. Flowers to be utilized in planter boxes to receive prior written approval of Planning Consultant and Chairman of the Planning Commission.
14. No music after 10:30 p.m.

AND BE IT FURTHER RESOLVED that a Grant of License and Hold Harmless Agreement approved by the Department of Legal Affairs is executed by the Property Owners of Whiskeys on the Water and liability insurance and property damage coverage in the minimum amount of \$2,000,000 naming the City as additional insured is submitted to the City every year of operation.

I move the adoption of the foregoing resolution.

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

**Public Hearing** - Request from Whiskeys on the Water, A & J Realty, owner and appellant, for a Certificate of Occupancy for an outdoor café at 2903 Biddle Avenue, Wyandotte, Michigan.

Vice Chairperson Pasko read the appeal and asked if there was anyone present who wished to speak regarding this hearing.

Josh Cade, 1243 Lindbergh, owner, present and Ed Sollars, partner, also present.

Commissioner Benson asked if the main entrance would open on the side. Mr. Cade replied yes, it would be staffed by a hostess when the outdoor café is open.

Commissioner Lupo asked Mr. Cade if he was aware of the letter from Municipal Service. Mr. Cade replied yes.

Letters from City Engineer dated May 17, 2016, Police Chief, First United Methodist Church and Municipal Service were read.

Commissioner Mayhew asked who will maintain the traffic lines. Mr. Cade replied that he will pay the Department of Public Service for providing and removing temporary reflective tape.

Commissioner Mayhew asked about the time frame for people to leave the café. Mr. Cade stated when they stop serving, and people are finished with their drinks, they start leaving. Commissioner Mayhew asked Mr. Cade if he would also be announcing that the customers have to leave by 12 midnight. Mr. Cade replied yes. Commissioner Mayhew asked if there would be music. Mr. Cade replied maybe occasionally. Commissioner Mayhew stated that he recommend no music due to the condominiums.

Commissioner Rutkowski stated that there is seating for 66, and asked what will happen in inclement weather. Mr. Cade replied that there will be shading over the café. Mr. Cade continued that there is a second level to the building, but it is not open yet. Plans have been submitted, and that could hold up to 200 people.

Commissioner Pasko asked if the elevator was working yet. Mr. Cade replied not yet. Commissioner Pasko asked if the only access to the second floor was stairs. Mr. Cade replied yes.

Commissioner Adamczyk asked if at the end of the year, would everything be removed. Mr. Cade replied yes, except for the lane markings.

Commissioner Lupo asked if the car would be moved at the end of the season. Mr. Cade replied yes.

Joe Tarris, 2864 VanAlstyne, present.

Mr. Tarris discussed the occupant load, and stated that he is opposed to putting people at risk on Oak Street. There needs to be a barrier, and he does not see anywhere where a 6' fence will be installed.

Mr. Tarris continued that he is opposed to exterior music, and the café should close at 10 p.m. and the vacated by 12 p.m.

Mr. Tarris also stated that in the past, people have been urinating in their parking lot.

Mr. Tarris stated that he would like to see the occupant load be 40 and a barrier put up because Oak Street is a busy street, and also a sign in the condo parking lot stated that vehicles will be towed if they park there.

Mark Madach, 2892 VanAlstyne, present.

Mr. Madach stated that he loves Wyandotte, but he is concerned about the noise from the café. He is an airplane pilot and required to be rested and his bedroom faces Oak Street. He needs to be alert for his job.

Bruce Yinger, 117 Chestnut, present.

Mr. Yinger stated that the Commission approves these café's, but the enforcement is not being done. Rules are important and need to be followed. Mr. Yinger continued that he is concerned about public safety and this is an issue.

There being no further discussion, the hearing was closed.

Communications were received regarding this request see attached.

---

**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 Micura, Jr.**  
**Leonard T. Sabuda**  
**Donald C. Schultz**  
**Kevin VanBoxell**

May 17, 2016

Elizabeth A. Krimmel, Chairperson  
Wyandotte Planning Commission  
City of Wyandotte

RE: Outdoor Cafes at 2903 Biddle Avenue  
Wyandotte, Michigan

Dear Ms. Krimmel:

The undersigned has reviewed the revised plans submitted for the outdoor cafe at the above captioned property and the following applies:

1. Since the Applicant is proposing the outdoor café in the Oak Street Right-of-Way, approval by the Mayor and City Council will be required along with a Grant of License and Hold Harmless Agreement.
2. The revised plans now include planter boxes to provide additional separation between the traffic lane and outdoor café. The plan also includes pavement markings to further delineate the traffic lane from the outdoor café.

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

Very truly yours,

Mark A. Kowalewski  
City Engineer

MAK:kr

cc: Jeff Carley, Fire Chief  
Dan Grant, Police Chief  
Brian Zulewski, Inspector

**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stec

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Thomas R. Woodruff



**DANIEL J. GRANT**  
**CHIEF OF POLICE**

**CITY COUNCIL**

Sheri Sutherby Fricke

Daniel E. Galeski

Ted Miciura, Jr.

Leonard T. Sabuda

Donald C. Schultz

Kevin VanBoxell

**TO:** Kelly Roberts, Development Coordinator

**DATE:** May 10, 2016

**FROM:** Daniel J. Grant, Chief of Police

A handwritten signature in black ink that reads "Daniel J. Grant".

**SUBJECT: NEW OUTDOOR SERVICE – 2903 BIDDLE AVENUE**

**CC:** Clerks Office

This correspondence is in response to your e-mail dated Tuesday May 3, 2016 relative to the Outdoor Service application at Whiskey's on the Water, 2903 Biddle Ave, Wyandotte, Michigan. In regards to the proposed service area on the north side of the building, there will be an elimination of 4 parking spots on Oak Street as the area as planned will expand onto the roadway. I have no objections if the proposal for the service area is approved as illustrated on the engineering drawings submitted by the applicant, however, my only caution is that similar proposals from other area businesses have been denied in the past and if this project is approved I am confident those requests will return. I also recommend that:

- The applicant meets all laws and ordinances as required by the Fire and Engineering Departments.
- Engineering approves Whiskey's on the Water for use of the intervening property at the north side of the building which is just over 64' long and 17' wide which is proposed for the north sidewalk area.
- Approval is received from the Liquor Control Commission for an Outdoor Café.

Further, the police department recommends that Whiskey's on the Water be reminded that an outdoor service permit allows the sale, service, and consumption of alcoholic beverages in a well-defined and clearly marked area outside of the licensed premises<sup>1</sup>. Compliance with this provision is the responsibility of the licensed establishment, and failure to comply can result in the issuance of a violation.

<sup>1</sup> R 436.1419 - Outdoor Service



*First United Methodist Church of Wyandotte*  
72 Oak Street, Wyandotte, Michigan 48192  
Office: (734) 282-9222 Fax: (734) 282-3054

May 18, 2016

✓ RECEIVED  
5-18-16

Kelly Roberts,  
Wyandotte Planning Commission  
3131 Biddle Avenue  
Wyandotte, MI 48192

Dear Ms. Roberts:

**SUBJECT: NEW OUTDOOR CAFÉ – 2903 BIDDLE AVENUE**

This correspondence is in response to your Notice of Public Hearing dated May 3, 2016 relative to the Outdoor Café application at Whiskeys on the Water located at 2903 Biddle Avenue, Wyandotte, Michigan. The Leadership Team at Wyandotte First United Methodist Church has concerns regarding the request. The concerns are as follows:

- First and foremost the close proximity/distance to Wyandotte First UMC
- The added clean-up of our property that we would incur. Which is already an issue.

We are currently surrounded by restaurants/bars on all sides. We have maintained a good neighbor approach to all the changes happening in our city of Wyandotte. Although, we cannot say that our neighbors have extended the same courtesy. It is a rare occasion when we don't have to pick-up beer bottles, or half consumed drinks from our lawn, parking lot and steps of our church. Just the other night one of our church member had to swerve their car away from hitting a glass beer bottle that was placed in the middle of First Street. It appears that the lack of supervision with Outdoor Cafes is in need of review in terms of allowing customers to leave the premises with their drinks.

Please accept this letter as our formal concern/objection to adding another Outdoor Café so close to Wyandotte First UMC.

Sincerely,

Robin Rupert  
Christian Education Program Director  
Wyandotte First United Methodist Church

*Rev. Dianna Rees, Pastor*  
*David Waggoner, Contemporary/Traditional Worship*  
*Music Director*

*Vicki Dorland, Secretary*  
*Robin Rupert, Christian Education*  
*/Program Director*

Municipal Service Commission  
Leslie G. Lupo  
Gerald P. Cole  
Robert K. Alderman  
Bryan J. Hughes  
Michael Sadowski



Roderick J. Lesko  
General Manager and Secretary  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI. 48192-0658  
Telephone: (734) 324-7100  
Fax: (734) 324-7119

May 18, 2016

Wyandotte Planning Commission  
Attn: Kelly Roberts, Secretary

Re: Notice of Public Hearing  
City of Wyandotte Planning Commission  
Special Approval #PC513

In regards to the proposal to construct the outdoor café along the Oak Street right of way at 2903 Biddle Avenue, Wyandotte Municipal Services Electric Department poses no opposition as long as the following conditions are met:

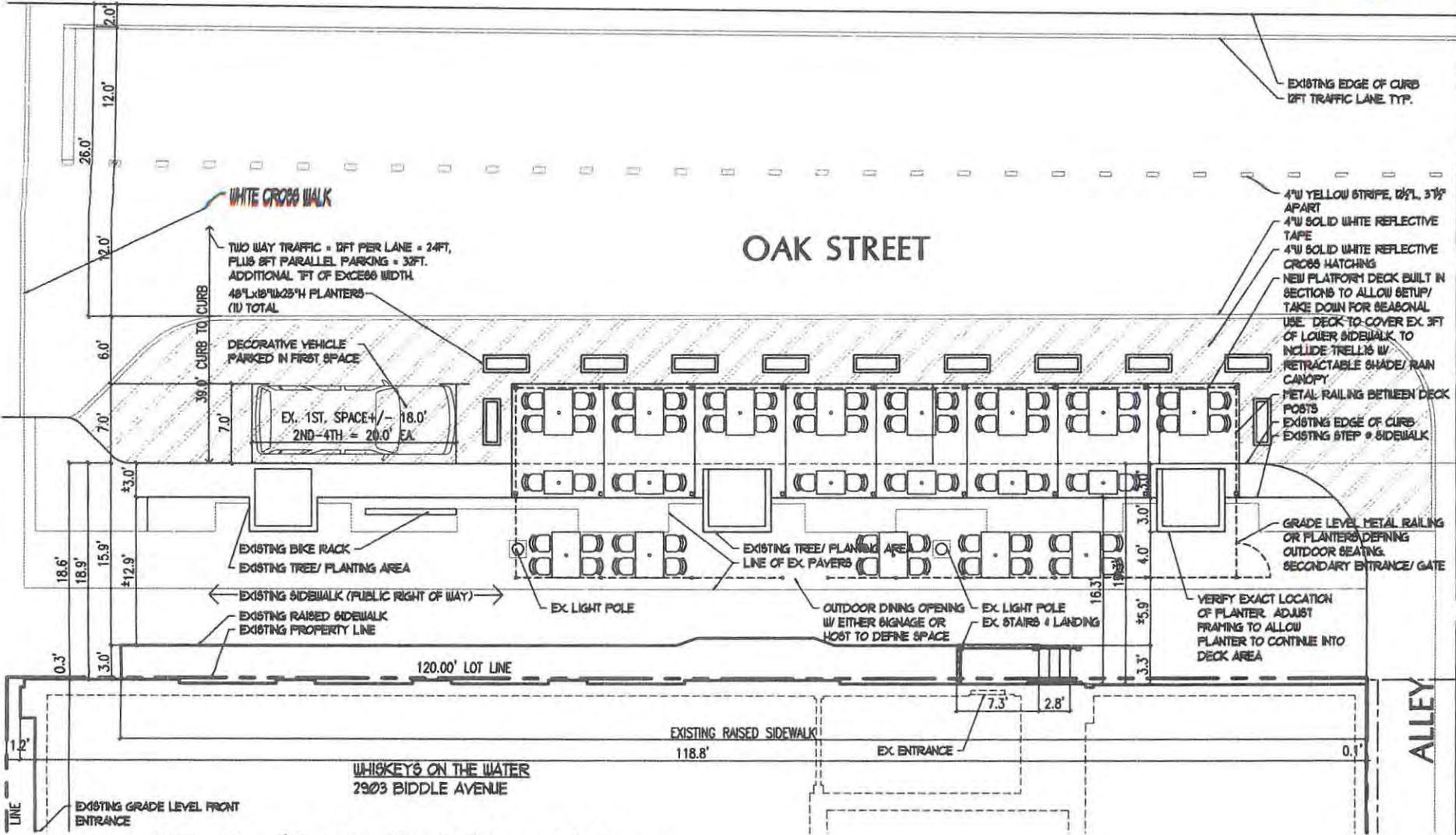
- Wyandotte Municipal Services has the right to remove this outdoor café should a need arise to repair/replace any electrical infrastructure, street lighting or planter box equipment.
- Nothing related to this outdoor café can impede the repair of any electrical infrastructure.
- The electrical plugs in the planter boxes will not be used to supply any electrical needs for this structure.
- If any part of this structure is proposed to be permanent, it is the responsibility of the owner to ensure Miss Dig has been called to verify the location of all underground facilities/equipment.
- If this area is to be locked, Wyandotte Municipal Services must be given a key in order to expedite electrical repairs.

If you have any questions regarding this response, please contact me a (734) 324-7158.

Sincerely,

Charlene Hudson  
Power Systems Supervising Engineer  
Wyandotte Municipal Services

Approved by  
VC 5/19/16



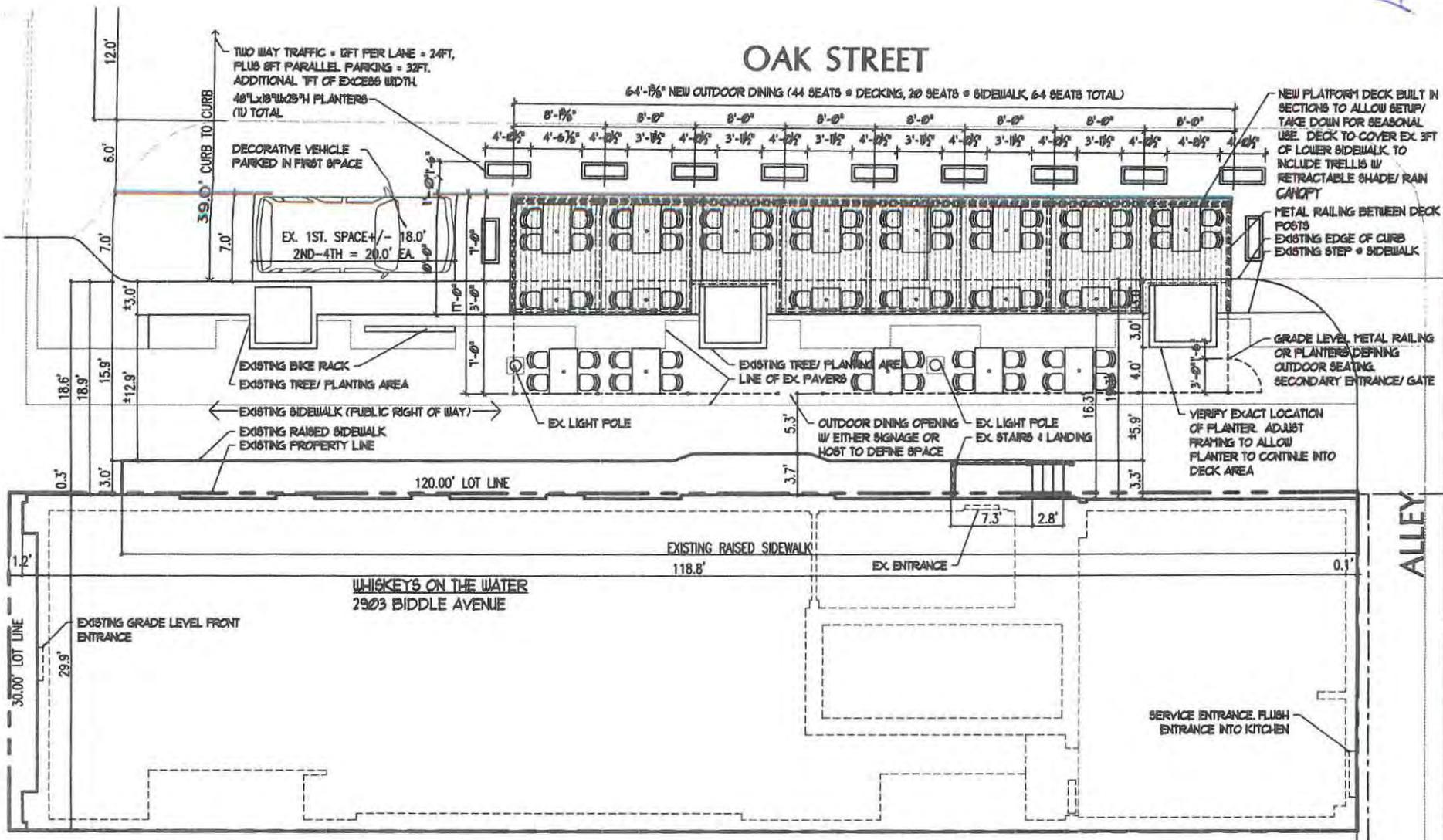
**badrak design group, inc.**  
335 REDGE ROAD  
GREENEVILLE TENNESSEE 37603  
TEL: 423-635-9901  
E-MAIL: badrakdesigngroup@comcast.net  
COPYRIGHT 2016

**WHISKEY'S ON THE WATER (WOW)**  
2903 BIDDLE AVENUE  
BIRMGHAM, ALABAMA 35203

DRAWING TITLE: SITE PLAN W/ LANE MARKING	
SCALE: 1" = 10'-0"	REVISIONS:
DATE: MAY 2, 2016	MAY 14, 2016 DECK PROTECTION
DRAWN BY: TMB	MAY 11, 2016 (OWNER COMMENT)

**Proposed Site Plan (Outdoor Seating) Lane Marking**  
SCALE: 1" = 10'-0"

Approved  
by PC  
5/19/16



badrak design group, inc.  
334 RIDGE ROAD  
GRAND POINTE PARK, MICHIGAN 48226  
P.O. BOX 343 8951  
E-HULL, MI 48130  
COPYRIGHT 2016

WHISKEYS ON THE WATER (WOW)  
2923 BIDDLE AVENUE  
BY ADOTTIE, MICHIGAN 48226

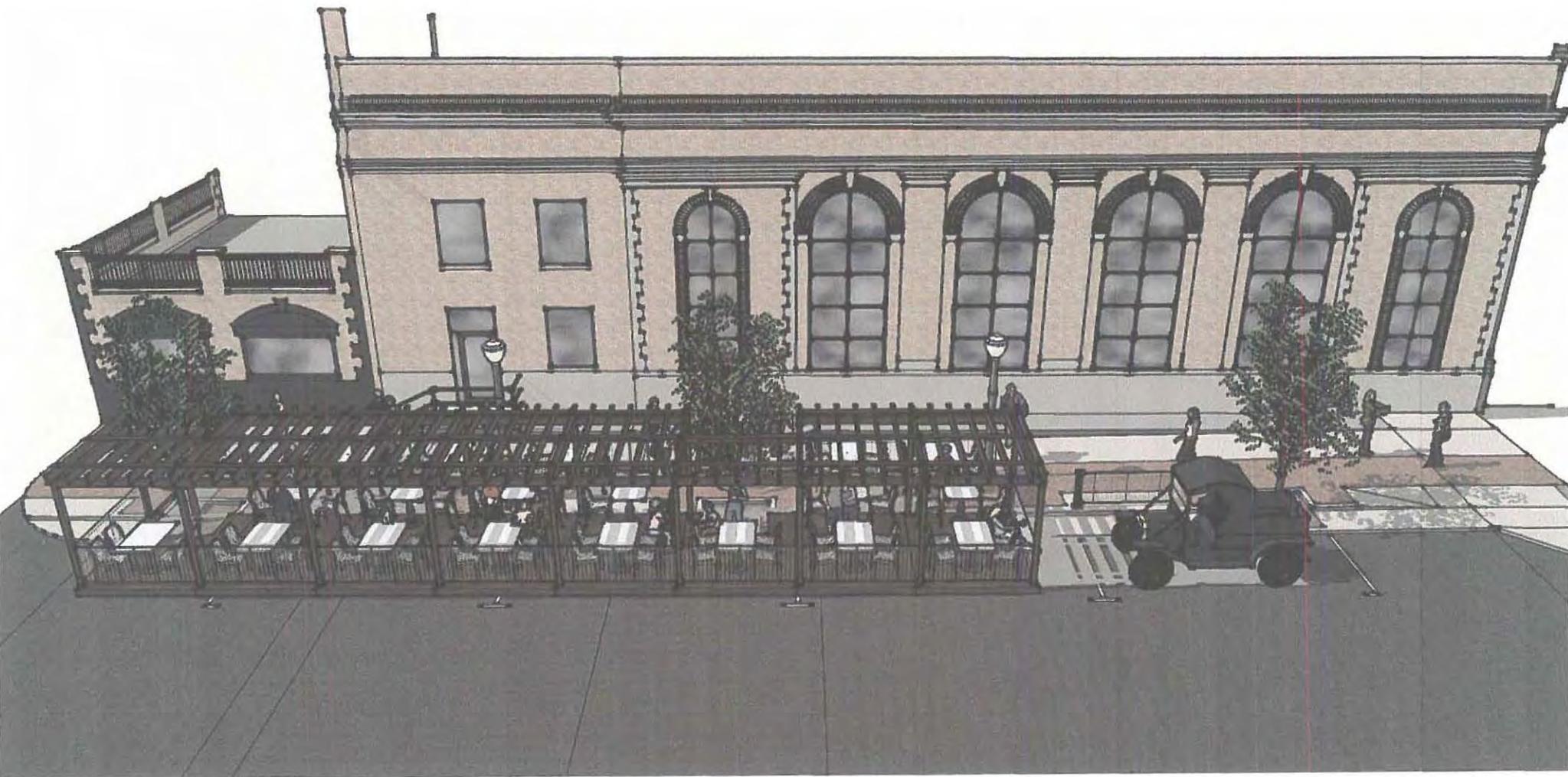
DRAWING TITLE		SITE PLAN (OUTDOOR SEATING)	
SCALE:	1" = 10'-0"	REVISIONS:	
DATE:	MAY 2, 2016	MAY 14, 2016 (CHECK PROTECTION)	
DRAWN BY:	MEB	MAY 11, 2016 (OWNER COMMENTS)	

Proposed Site Plan - Outdoor Seating  
SCALE: 1"=10'-0"

#1



#2







RESOLUTION PLANNING COMMISSION  
MAY 19, 2016

RESOLUTION BY COMMISSIONER LUPO

RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, that Special Approval #513 – request by Whiskeys on the Water (Owner and Appellant) for:

A Certificate of Occupancy for an Outdoor Café at 2903 Biddle Avenue, Wyandotte, Michigan

Be hereby approved contingent upon City Council approval on the basis of the following reasons:

The proposed outdoor café complies with all ordinance requirements or will comply with said requirements and the conditions below prior to use as an outdoor café. Further, during the public hearing for this application, there were objections to the proposed project.

Said approval is subject to the following conditions:

1. The outdoor café is subject to all conditions applicable to an outdoor café in the Central Business District (CBD) Zoning District, Special Land Uses, Section 2202.S of the City of Wyandotte's Zoning Ordinance. The applicant is responsible for carefully reviewing, understanding and complying with the requirements of the ordinance.
2. Outdoor café to be constructed in accordance with the site plan and lane marking plan submitted by Owner indicated as drawings by Badrak Design Group, Inc., dated May 17, 2016, revisions, and elevations #1 thru #5.
3. If alcoholic beverages are served, the current Michigan Liquor Control Commission rules and regulations shall apply, and the applicant shall obtain all necessary approvals.
4. Compliance with all Police, Fire and City Engineer requirements attached. Planter boxes to be approved by the City Engineer.
5. Use of the outdoor café shall be allowed from 7:00 a.m. to Midnight from March 15 through October 31.
6. The outdoor café shall comply with all applicable laws and regulations of the City, County, and the State.
7. Umbrellas to have name of establishment on the drip-tee only, no logo's for products.
8. Fence to be black decorative metal.
9. Table detail to be black metal or plastic with matching chairs.
10. Clearance to underside of trellis to be a minimum of seven (7) feet.
11. Building Permit shall be obtained for temporary construction of deck and trellis.
12. Applicant to pay all costs to the City of Wyandotte, Department of Public Services for providing and removing temporary reflective tape as indicated on lane marking plans.
13. Flowers to be utilized in planter boxes to receive prior written approval of Planning Consultant and Chairman of the Planning Commission.
14. No music after 10:30 p.m.

I move adoption of the foregoing Resolution.

YES: Adamczyk, Duran, Lupo, Mayhew, Parker, Pasko, Rutkowski

NO: Benson

ABSENT: Krimmel

MOTION PASSED

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

MEETING DATE: June 6, 2016

AGENDA ITEM # 13

**ITEM:** Department of Engineering – 4265 19<sup>th</sup> Street Grant of License & Hold Harmless Agreement

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



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

**BACKGROUND:** The Department of Engineering has received a request from Michael and Julie Falk, owners of #4265 19<sup>th</sup> Street, to install a concrete slab and shed in the vacated alley bound by 19<sup>th</sup> Street, 18<sup>th</sup> Street, Marshall Avenue, and Ludington Street. The concrete slab and shed would encroach 2 feet by 10 feet into the vacated alley. The overall shed dimensions are 10 feet by 12 feet.

**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.

**ACTION REQUESTED:** Council approval; Mayor and City Clerk execution of the Grant of License and Hold Harmless Agreement.

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

**IMPLEMENTATION PLAN:** Execute the Grant of License and Hold Harmless Agreement.

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** Form approved w. look

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Grant of License. Hold Harmless Agreement.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: June 6, 2016

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

RESOLVED by the City Council that Council hereby concurs in the recommendation of the City Administrator and City Engineer to permit Michael and Julie Falk to construct a concrete slab and shed in the vacated alley behind their home located at 4265 19<sup>th</sup> Street, and authorizes the Mayor and City Clerk to sign the Grant of License and Hold Harmless 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.

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	_____

GRANT OF LICENSE

CITY OF WYANDOTTE, a Michigan Municipal corporation, and its successors, hereinafter called the GRANTOR, and Michael and Julie Falk of #4265 19<sup>th</sup> Street, Wyandotte, Michigan, and its successors, hereinafter called the LICENSEE, enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, subject to the following conditions:

1. The GRANTOR has an easement within the vacated alley bound by 19<sup>th</sup> Street, 18<sup>th</sup> Street, Marshall Avenue, and Ludington Street. The LICENSEE owns the home at #4265 19<sup>th</sup> Street, Wyandotte. This License is for the property described as:  
*That portion of a 10 feet by 12 feet shed encroaching 2 feet by 10 feet into the vacated alley on Lot 134 also W 9 ft adjacent vacated alley Wesley A Richards Sub. No. 3 T3S R11E L72 P48, 49 WCR.*
2. The GRANTOR grants to the LICENSEE, and it assigns, the right to construct and maintain a shed erected on a concrete slab, which will encroach on the vacated alley. The LICENSEE is required to maintain and keep in good repair said vacated alley. The LICENSEE shall use methods in constructing and maintaining the shed and slab that will not cause any damage to the premises and the premises described above shall be maintained by LICENSEE so that it will promote and protect the public health, safety, general welfare, and appearance of the premises and insure the premises will be reasonably safe.
3. The GRANTOR reserves the right from the date hereof, an easement on, over, under, across, and within said property for the purpose of construction, operating, maintaining, and repairing existing and future public utilities, sewers, water mains, gas mains and drains. The GRANTOR also reserves the same rights for Michigan Consolidated Gas Company, and Michigan Bell Telephone Company, their successor and assigns.
4. In consideration of the GRANTOR providing their Grant of License, the LICENSEE agrees to execute a Hold Harmless Agreement indemnifying the GRANTOR from all liability arising out of their Grant of License and GRANTOR shall be named as an additional insured party on LICENSEE'S premises liability insurance if so allowed by LICENSEE'S insurance.
5. If the GRANTOR directs LICENSEE to make any modifications to the above premises to promote and protect the public health, safety, general welfare and appearance of the premises and insure the premises will be reasonably safe, LICENSEE agrees to do modifications at its own cost immediately.
6. This Grant of License may not be assigned by the LICENSEE without prior written approval of the GRANTOR.

This LICENSE is revocable at will by the GRANTOR giving thirty (30) days notice to the LICENSEE of such revocation. If license is revoked, then LICENSEE shall remove the shed and slab to the satisfaction of the City Engineer and at no cost to GRANTOR and restore the condition of the premises to their original condition at no cost to the GRANTOR.

[Signatures on next page]

GRANT OF LICENSE  
Page 2

Witnesses:

GRANTOR: City of Wyandotte

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

\_\_\_\_\_  
Joseph R. Peterson, Mayor  
\_\_\_\_\_  
Lawrence S. Stec, City Clerk

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Joseph R. Peterson and Lawrence S. Stec who are the Mayor and City Clerk of the City of Wyandotte who duly executed said LICENSE with full authority.

\_\_\_\_\_  
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

My Commission Expires: \_\_\_\_\_

Witnesses:

LICENSEE:

\_\_\_\_\_

\_\_\_\_\_  
Michael Falk  
MICHAEL FALK  
\_\_\_\_\_  
Julie Falk  
Julie Falk

Subscribed and sworn to me this 25th day of MAY, 2016, by MICHAEL FALK AND Julie FALK who duly executed said LICENSE with full authority.

\_\_\_\_\_  
Peggy S. Stec  
NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN  
My Commission Expires: 2-25-22

Drafted by: William R. Look

When recorded, return to: William R. Look  
2241 Oak St.  
Wyandotte, MI 48192



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

MEETING DATE: June 6, 2016

AGENDA ITEM # 14

**ITEM:** Sale of the City Owned Property Former Vacant 3<sup>rd</sup> Street (65' x 50')

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

*Mark Kowalewski 5-31-16*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski

**BACKGROUND:** This property was purchased with TIFA Area Funds. Recommendation is to sell the property to the adjacent property owner at 3704 3<sup>rd</sup> Street, for the amount of \$1,250.00 which is based on \$50 per front footage. The combination of the two (2) parcels will result in one (1) parcel measuring 50' x 130'.

**STRATEGIC PLAN/GOALS:** This is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in insuring that development will have a positive impact on maintaining and developing excellent neighborhoods.

**ACTION REQUESTED:** Approve Purchase Agreements to sell property to the adjacent property owners.

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

**IMPLEMENTATION PLAN:** Once approved a closing will be scheduled.

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** *Purchase Agreement Form approved w. Look*

**MAYOR'S RECOMMENDATION:**

*J.A.P.*

**LIST OF ATTACHMENTS:** Sales Agreement, Map, and Resolution for the Policy for the Sale of Non-Buildable Lots.

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: June 6, 2016

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

BE IT RESOLVED BY THE CITY COUNCIL that Council approves the Purchase Agreement to sell the former vacant 3<sup>rd</sup> Street to the adjacent property owners at 3704 3<sup>rd</sup> Street for the amount of \$1,250.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary sale documents and the Mayor and Clerk are hereby authorized to sign.

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	_____

William R. Look  
 Steven R. Makowski

Richard W. Look  
 (1912-1993)

**PURCHASE AGREEMENT**

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City of

West 1/2 of Lot 5, Plat of Blocks No. 111 and 132, Block 11, as recited in Liber 1, Page 305 of Plats, Wayne County Records being known as former vacant 3<sup>rd</sup> Street, and to pay therefore the sum of One Thousand Two Hundred Fifty & 00/100 (\$1,250.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

**THE SALE TO BE CONSUMMATED BY  
 PROMISSORY NOTE/MORTGAGE SALE**

<b>PROMISSORY/ MORTGAGE SALE</b>	1. The Purchase Price of <u>\$1,250.00 plus closing costs to be determined at closing</u> , shall be paid to the Seller when the above described property is sold, refinanced, transferred in any manner, conveyed or otherwise disposed of by the Purchaser as evidence by a Promissory Note. A mortgage will be executed and recorded at the time of closing to secure repayment. The mortgage will include the above described property and the adjacent property currently owned by Purchaser. Purchaser is responsible to pay for the recording costs of the mortgage and discharge of mortgage and said amounts will be added to the purchase price at the time of closing. In the event the Purchaser fails to pay the purchase price when due, the Seller may foreclose by advertisement on the mortgaged premises and Purchaser agrees to pay Seller's reasonable attorney fees and all costs associated with said foreclosure. Should this property or the property at <u>3704 3<sup>rd</sup> Street, Wyandotte, MI</u> be foreclosed on by any Financial or County Entity this property shall revert to the Seller.
<b>Evidence of Title</b>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser is responsible to pay for the Title Insurance premium.
<b>Time of Closing</b>	3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close.
<b>Purchaser's Default</b>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<b>Seller's Default</b>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<b>Title Objections</b>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
<b>Possession</b>	If the Seller occupies the property, it shall be vacated on or before <u>time of closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>n/a</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>n/a</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.
<b>Taxes and Prorated Items</b>	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. <b>Due dates are August 1 and December 1.</b>
<b>Authorization</b>	8. It is understood that this offer is irrevocable for fifteen (15) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

9. The Broker is hereby authorized to make this offer and the deposit of N/A Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

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

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

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

However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: Contingent upon the following: 1. City Council approval, 2. Seller agrees, at closing, to combine this property with property currently owned by Purchaser known as 656 Garfield. 3. Purchaser will be responsible for closing fees including, but not limited, to engineering & tax mapping services, title premium and recording fees. Closing fees will be included into the Promissory Note/Mortgage amount. Further, a deed restriction will be placed on the deed which will indicate that if the property at 3704 3rd Street is foreclosed on by any entity the property being purchased under this Agreement will revert back to the City of Wyandotte. Property is being purchased in an "as is" condition.

CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:

[Signature]  
Notary Public, State of Michigan  
Dated 5/17/2016

[Signature] L.S.  
Sterling McLain Purchaser  
[Signature] L.S.  
Ryan McLain Purchaser  
Address 3704 3rd Street, Wyandotte.  
Phone: \_\_\_\_\_

**BROKER'S ACKNOWLEDGMENT OF DEPOSIT**

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

Address \_\_\_\_\_  
Phone \_\_\_\_\_ By: \_\_\_\_\_ Broker  
This is a co-operative sale on a \_\_\_\_\_ basis with \_\_\_\_\_

**ACCEPTANCE OF OFFER**

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

CITY OF WYANDOTTE:

IN PRESENCE OF:

\_\_\_\_\_  
Joseph R. Peterson, Mayor L.S. Seller  
\_\_\_\_\_  
Lawrence S. Stec, City Clerk L.S. Seller  
Address 3200 Biddle Ave., Wyandotte  
Phone 734-324-4555

Dated: \_\_\_\_\_

**PURCHASER'S RECEIPT OF ACCEPTED OFFER**

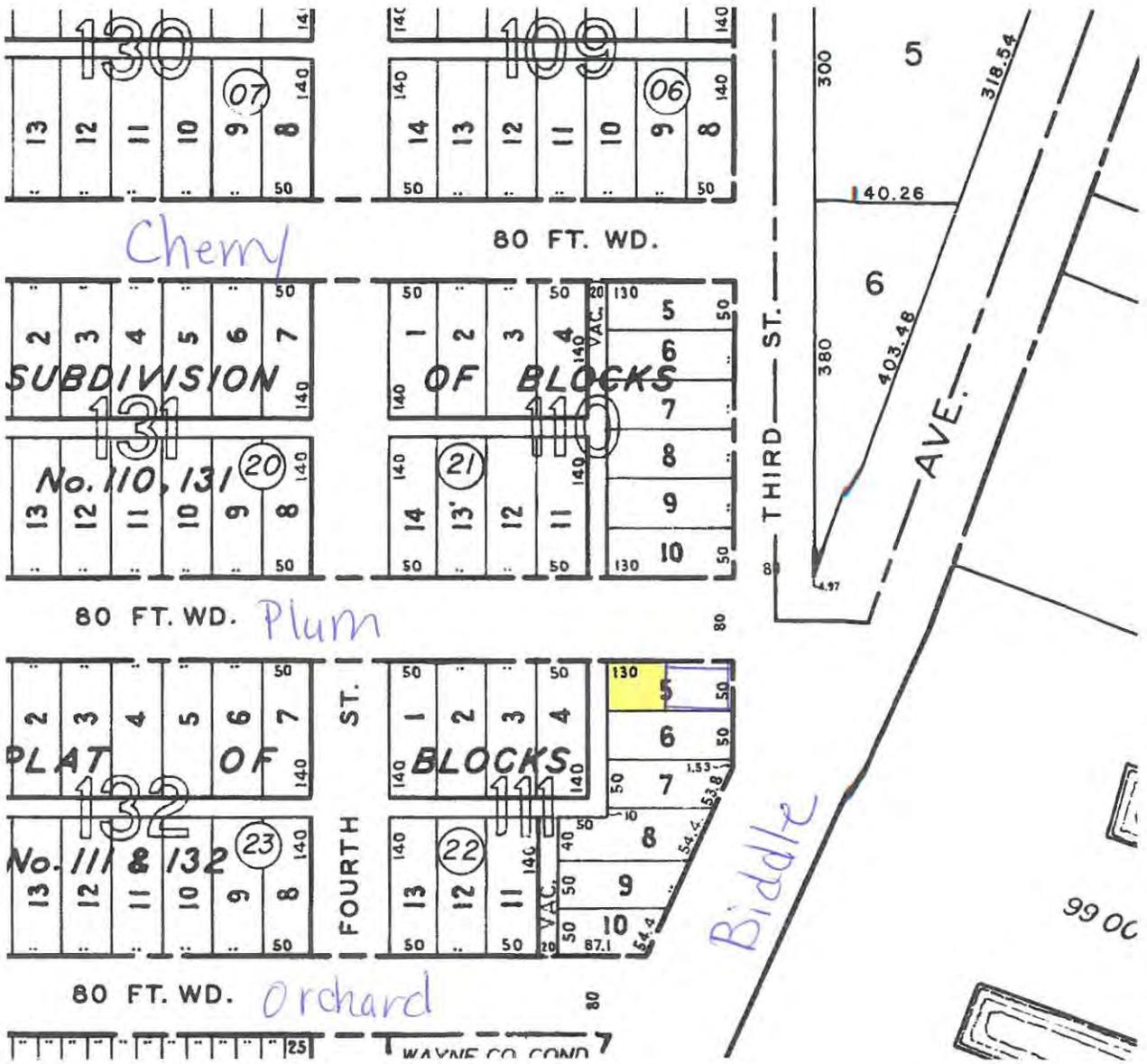
The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated \_\_\_\_\_ L.S. Purchaser

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

My Commission Expires February 14, 2022  
Acting in the County of Wyandotte

**BARRIE FULTON ROBERSON**  
Notary Public, State of Michigan  
County of Macomb



3704 3<sup>rd</sup> Street - E 1/2 OF LOT 5 PLAT OF BLOCKS NO. 111 AND 132 BLOCK 111 T3S R11E L1 P305 WCR

City Owned Property - W 1/2 OF LOT 5 PLAT OF BLOCKS NO. 111 AND 132 BLOCK 111 T3S R11E L1 P305 WCR

# POLICY FOR THE SALE OF NON-BUILDABLE LOTS

## OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



COUNCIL  
Todd M. Browning  
James R. DeSana  
Sheri M. Sutherby-Fricke  
Daniel E. Galeski  
Leonard T. Sabuda  
Lawrence S. Stec

September 11, 2012.

JOSEPH R. PETERSON  
MAYOR  
RESOLUTION

Marjorie Griggs  
2442-9th Street  
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda  
Supported by Councilman Todd M. Browning

RESOLVED by the City Council that the communication from Marjorie Griggs, 2442-9th Street, Wyandotte relative to the purchase of adjacent property is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City Engineer's office is directed to offer for sale all non-buildable lots at the cost of \$50.00 per front foot and to permit the purchase to be made by deferred payment. This resolution applies to any pending sales that have not yet closed.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec  
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on September 10, 2012.

*William R. Griggs*  
William R. Griggs  
City Clerk

CC: City Engineer, City Assessor

**10CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 6th 2016

AGENDA ITEM # 15

**ITEM:** Quote to preform rain gutter repairs to the City owned building at 81 Chestnut

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

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

**BACKGROUND:** On April 11, 2016, City Council approved J.S. Vig to repair the rain gutters on the west side of the building (see attached). In preparing for this project, it has been discovered and confirmed that along the south side of the building the rain gutters also require replacement. To replace this rain gutter and downspouts they will need to utilize a boom truck and the cost including materials would be \$4,275.00 dollars. This work would be done in conjunction of the repairs at the west side of the building.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan by continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

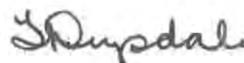
**ACTION REQUESTED:** Approve J.S. Vig to complete work for \$4,275.00 dollars.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work from Account # 101-448-750-270 for an estimated cost of \$ 4,275.00 dollars.

**IMPLEMENTATION PLAN:** J.S. Vig to complete work.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**



**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Attached proposal from J.S. Vig, Council agenda item and resolution of April 11, 2016.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan

Date: June 6th, 2016

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

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the work at 81 Chestnut to award a contract to the J.S. Vig Company in a base amount of \$ 4,275 .00 dollars from account no. 101-448-750-270.

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	_____

## Claude Marcoux

---

**From:** Dennis Levko <dennis@jsvig.com>  
**Sent:** Tuesday, May 17, 2016 4:31 PM  
**To:** Claude Marcoux  
**Subject:** RE: 81 Chestnut gutter repair

Claude,

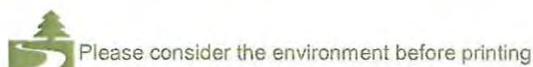
We are about 2 weeks away from being on site. I will confirm the exact date once we receive it from the installer. While we were out there recently we noticed that the south gutter is rotted and one of the downspouts is missing. We received a quote of \$4,275.00 to replace the entire gutter on the south and add (2) downspouts. Let me know if you are interested in completing this work at the same time. Thanks.

**Dennis J. Levko**  
**Vice President**  
JS Vig Construction Company . [www.jsvig.com](http://www.jsvig.com)  
Member U.S. Green Building Council  
[dennis@jsvig.com](mailto:dennis@jsvig.com)  
office (734) 283-3002 ext. 22 . fax (734) 282-5320 . cell (313) 215-3442



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**Project Green** MAKING GREEN BUILDING AFFORDABLE FOR EVERYONE



Please consider the environment before printing

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**From:** Claude Marcoux [<mailto:cmarcoux@wyandotte.org>]  
**Sent:** Tuesday, May 17, 2016 3:42 PM  
**To:** Dennis Levko  
**Subject:** RE: 81 Chestnut gutter repair

Dennis, Mark was asking for a date of when you would be starting on the rain gutters.

Claude Marcoux  
City of Wyandotte  
Building Inspector  
3200 Biddle Suite 200  
734-324-4569  
Fax# 734-324-4535

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-143**

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: April 11, 2016

MOVED BY: Councilperson Fricke

SUPPORTED BY: Councilperson Sabuda

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the necessary repairs at 81 Chestnut to award a contract to the J.S. Vig Company in a base amount of \$2,975.00 dollars from account #101-448-750-270.

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 April 11, 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

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

MEETING DATE: April 11<sup>th</sup> 2016

AGENDA ITEM # X

**ITEM:** Quote to preform rain gutter repairs to the City owned building at 81 Chestnut

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

*Mark Kowalewski 4-6-16*

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

**BACKGROUND:** The rain gutter has fallen off at the west side of the building which is in an area that is inaccessible and requires the use of an 80 foot boom lift to make the repair. There are downspout repairs required at the rear and east side of the building. J.S. Vig can complete the repairs for \$2,975.00. In an attempt to receive additional bids, two roofing companies and one rain Gutter Company were contacted. No one is interested in doing the work due to the difficulty involved and the dangerous working conditions. There is a possibility, if there is rotten wood encountered at the fascia where the rain gutter is attached and the work cannot be accomplished in a day the cost of the repair will increase. The increased costs include the weekly rental of the boom lift at a cost of \$825.00 dollars and additional labor at a cost of \$110.00 dollars an hour for two (2) men, plus materials cost.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan by continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

**ACTION REQUESTED:** Approve J.S. Vig to complete work for \$2,975.00 plus time and materials if additional repairs are required.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work from Account # 101-448-750-270 for an estimated cost of \$2,975.00 dollars providing additional work is not needed which will be done at a time and material rate.

**IMPLEMENTATION PLAN:** J.S. Vig to do work and inspect.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Attached proposal from JS Vig.

Dennis J. Levko, Vice President  
JS Vig Construction Company . [www.jsvig.com](http://www.jsvig.com)  
Member U.S. Green Building Council  
[dennis@jsvig.com](mailto:dennis@jsvig.com)  
office (734) 283-3002 ext. 22 . fax (734) 282-5320 . cell (313) 215-3442

### PROPOSAL

We finally came up with a game plan for the gutter and downspout repair at 81 Chestnut. We will need to rent an 80' boom lift for the work to be completed. We will also need to supply a new gutter as the existing one is damaged and cannot be repaired. We will paint the new gutter to match the existing ones as closely as possible. Also included in our scope of work will be to re-install a couple other downspouts that are on site, but not currently attached.

- The cost to deliver, remove from the site, and rent for one day is \$1,175.00 (if you wanted additional repairs made to the building we can rent the lift for \$2,000.00 for the entire week)
- Supply, paint and install the gutter and multiple downspouts on site \$ 1,800.00 (it will take 2 men in the lift to complete the work—we will paint the gutter the day before installing)
- The total cost to complete the work is \$2,975.00 If additional carpentry work is required in the lift, we need to use \$110.00/hour. That is equivalent to two men at \$55. That includes all company OH&P on the employee also

There is no fee or service charge from JS Vig regarding this quote.

Let me know if you want us to proceed. (Sorry it took so long to finalize our quote as the first roofer contacted did not quote the job properly and thought they could install the work with a smaller lift)

# **HEARING**

**SHOW CAUSE HEARING  
OPPORTUNITY TO SHOW CAUSE WHY THE STRUCTURE  
AT 517 RIVERBANK  
SHOULD NOT BE REMOVED IN ACCORDANCE  
WITH THE CITY'S PROPERTY MAINTENANCE ORDINANCE**

Objection to Hearing  
517 Riverbank  
6/6/2016

To Whom It May Concern:

WYANDOTTE CITY CLERK

I am interested in purchasing the property at 517 Riverbank. I would prefer to have a dwelling located on the property next to me rather than have a vacant lot. Additionally, I am prepared to bring the house up to code within a reasonable amount of time.

2016 JUN - 2 P 2: 43

Thank You,

Norman Bush 527 Riverbank  
(734) 626-0201

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2016-231**

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 16, 2016

MOVED BY: Councilperson Schultz

SUPPORTED BY: Councilperson VanBoxell

BE IT RESOLVED 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 June 6, 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.

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 16, 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

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: May <sup>16</sup>~~9~~, 2016

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

**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:** *ALP*

**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

16

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 June 6, 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



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

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



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

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](mailto: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, 5<sup>th</sup> 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  
Daniel E. Galeski  
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)**

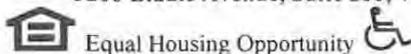
Requires insect and rat control

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](mailto: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](mailto: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



**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

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@wyan.org](mailto:engineering1@wyan.org)



Equal Housing Opportunity



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](mailto: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



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

MAYOR  
Joseph R. Peterson

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

Date: July 27, 2015

2<sup>nd</sup> Notice

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](mailto: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](mailto:engineering1@wyan.org)



Equal Housing Opportunity



An Equal Opportunity Employer

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

**MAYOR**  
Joseph R. Peterson

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

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.

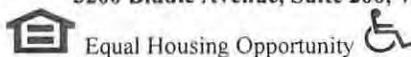
\_\_\_ Windows storms require replacement

Doors require repair

INSPECTOR COMMENTS: Repair screen at rear patio 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](mailto:engineering1@wyan.org)



An Equal Opportunity Employer

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**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

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](mailto: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 Chertie 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 2350 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 (City)  
[Zip Code] (Street)

WYANDOTTE,  
(herein "Property Address"); (City)

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 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 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 uninterrupted. 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* (Seal)  
JASON J MARTIN - Borrower  
*Colette Martin*  
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]

*[Signature]*  
CLOSER

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

Title

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

Prepared by: Michael L. Riddle  
Middleberg, Riddle & Gianni  
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, 2015 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 229 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

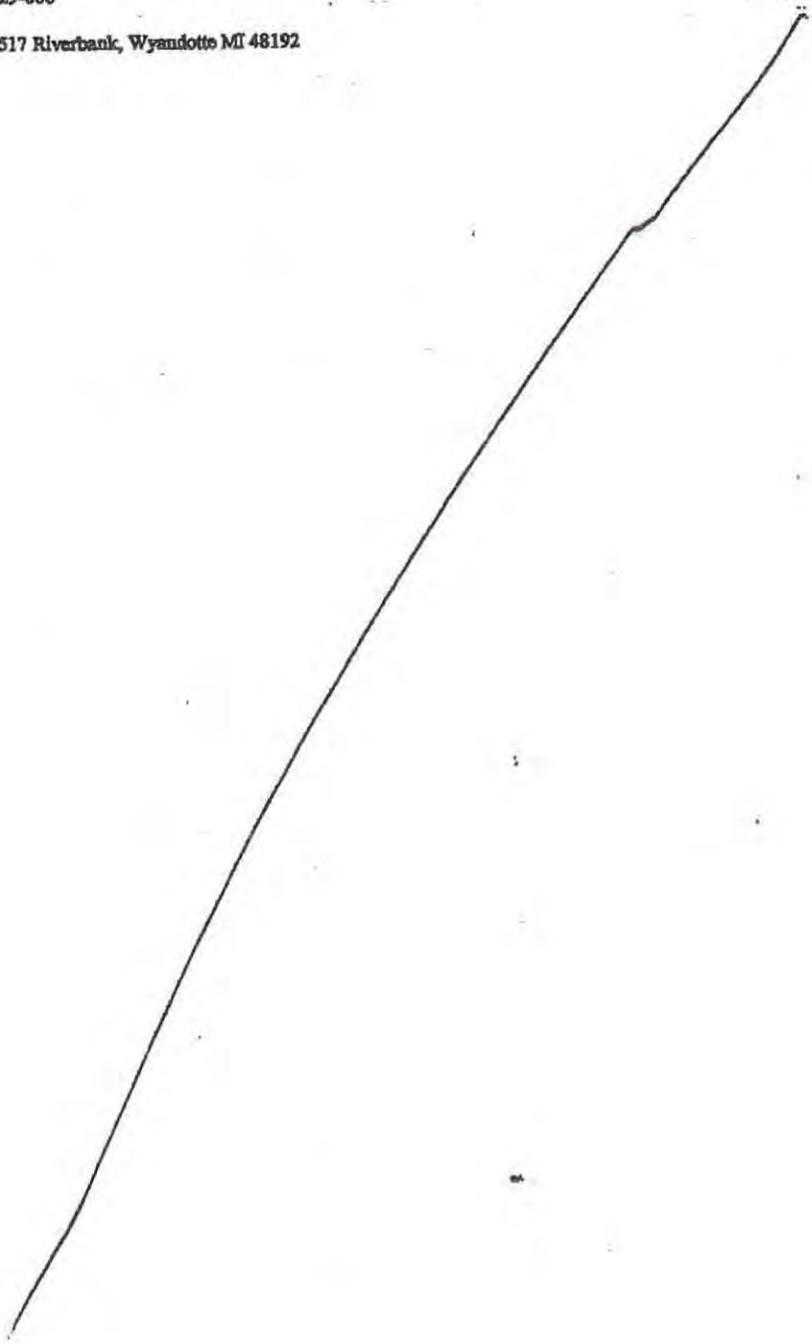
**EXHIBIT A**

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

62011016288 R54 FEE: \$15.00



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

**CORPORATE ASSIGNMENT OF MORTGAGE**

Wayne, Michigan SELLER'S SERVICING #: 269218091 "MARTIN"  
INVESTOR #: 882  
MERS #: 100066400728813699

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/Real/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 this 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

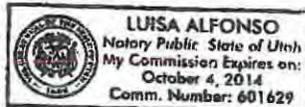


STATE OF Utah  
COUNTY OF Salt Lake

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 #901628



(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

\*GBF\*PLNARC\*12222010 01:46:02 P31\* AA6RC3AA6RC00000000000000468891\* MIWAYNE\* 269218091 MIBSTATE\_MORT\_ASSIGN\_ABBN \*AA\*PALLMARC\*

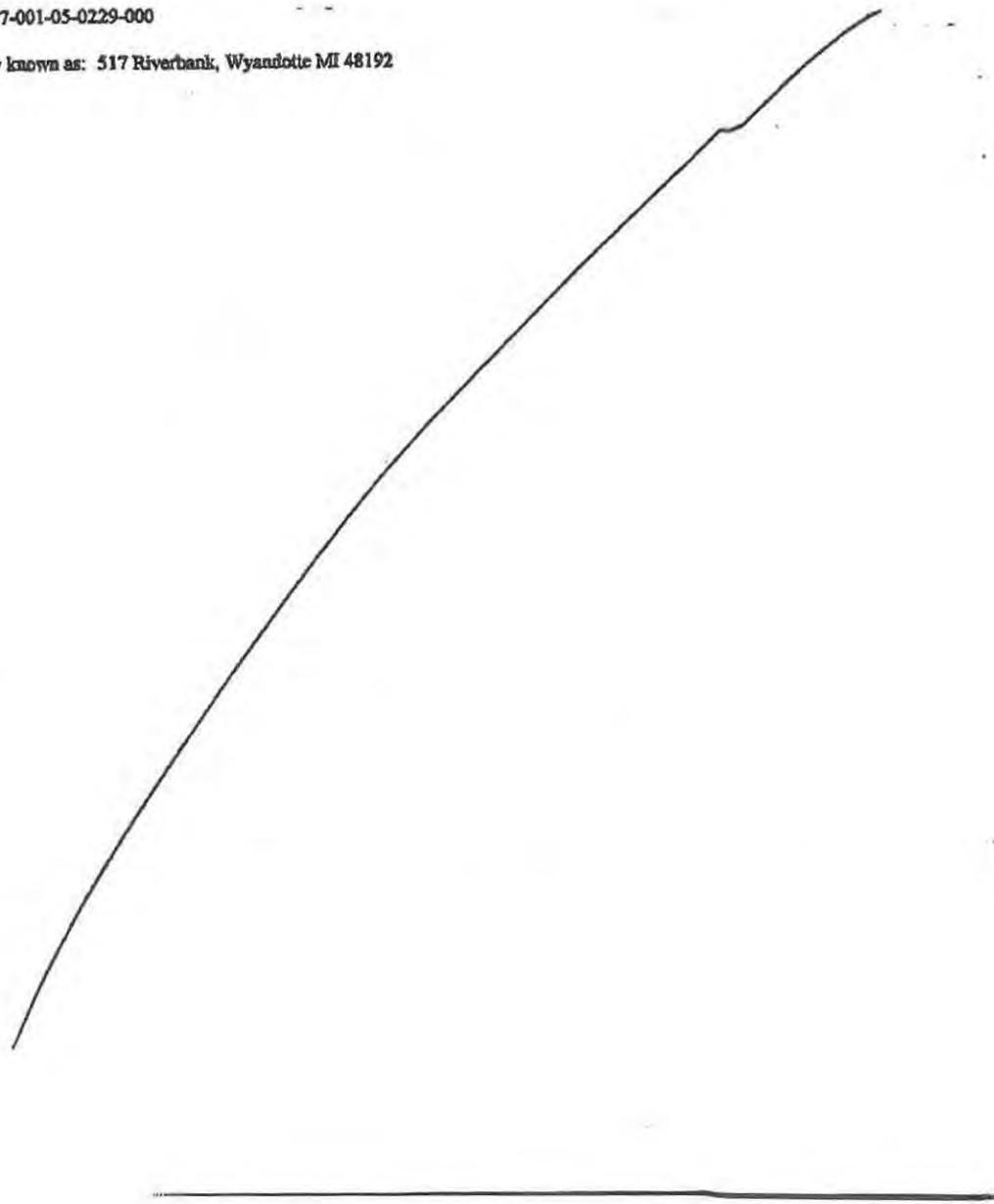
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Land Situated in the City of Wyandotte, County of Wayne and State of Michigan, to wit:

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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

Date 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. \$ 67240. This amount may change.

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

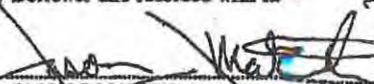
#### (A) Change Dates

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

Data ID: 574

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 & Glanna  
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

Data ID: 574

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.

Loan No: 7205-1369

Data ID: 574

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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Date ID: 574

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.

Loan No: 7205-1369

Data ID: 574

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.

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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 levels) 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.

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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, fees, 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 this 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

Date 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: 57-001-05-0229-000

which currently has the address of 517 RIVERBANK ST,

WYANDOTTE, MICHIGAN  
(City)

(Street)

48192  
(Zip Code)

("Property Address"):

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

Modified by Middleberg, Fields & Olsman

Form 3023

1/01 (Page 2 of 11 Pages)

LI-43501 Pa-77  
205429529 9/15/2005  
Bernard J. Younsblood  
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 <sup>AND COLETTE MARTIN, HIS WIFE</sup>. Borrower's address is 517 RIVERBANK ST, WYANDOTTE, MICHIGAN 48192. Borrower is the mortgagor and/or 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



# Minnesota Title Agency

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

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

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

## TITLE SEARCH CERTIFICATE

File No: **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*

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Michael A. Cuschieri or John C. Cuschieri

**517 Riverbank  
Parties of Interest**

Raymond Wojtowicz  
Wayne County Treasurer  
400 Monroe, 5<sup>th</sup> 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

# Reports & Minutes

1

May 23, 2016

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

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, May 23, 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.

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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

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### **CLOSED SESSION REQUEST & MEETING**

The General Manager of the Department of Municipal Services expressed a desire to meet in closed session to discuss pending litigation.

#### **2016-240 CLOSED SESSION REQUEST – WMS PENDING LITIGATION**

WHEREAS The General Manager of the Department of Municipal Services desires to meet in closed session to discuss pending litigation. This is in accordance with Section 15.268e of PA 267 of 1976.

THEREFORE, BE IT RESOLVED that this Body will meet in closed session immediately following the regularly scheduled Council meeting for the above-stated purpose only.  
Motion unanimously carried.

### **PRESENTATIONS**

None

### **UNFINISHED BUSINESS**

None

### **COMMUNICATIONS MISCELLANEOUS**

AGENDA ITEM #1 (2016-245)

Communication from Rosalie Shimkus, President of the Father Solanus Guild, requesting recognition as a non-profit organization operating in the City of Wyandotte for the purpose of obtaining a charitable gaming license.

### **PERSONS IN THE AUDIENCE**

- Dawn Howard, 568 Cherry, in support of McKinley project.
- Kim Piesik, 454 Elm St., in support of McKinley project.
- Chris Luczak, 725 Orchard, in support of McKinley project.
- Jim Candela, 1245 Poplar, regarding McKinley project.
- Tom Hohf, 47 Emmons Ct., regarding McKinley project.
- Kathy Larkin, 1864 16<sup>th</sup>, in support of McKinley project.
- Chris Calvin, 466 Sycamore, regarding item #3.

### **NEW BUSINESS (ELECTED OFFICIALS)**

- Councilmember Galeski expressed concern about receiving dirty looks from Councilmember Schultz.

**COMMUNICATIONS FROM CITY AND OTHER OFFICIALS****AGENDA ITEM #2 (2016-246)**

Communication from Mayor, Joseph R. Peterson, regarding the appointment of Michael Bak to the Beautification Commission.

**AGENDA ITEM #3 (2016-247)**

Communication from Councilman, Leonard Sabuda, regarding the renegotiation of the McKinley School project purchase agreement.

- Communication from Mr. & Mrs. Metz, 806 Forest, regarding McKinley vote on 5/16/2016 read into record.
- Joe DiSanto, Coachlight Properties, regarding item #3.

**AGENDA ITEM #4 (2016-248)**

Communication from WMS General Manager, Rod Lesko, regarding an amendment to the Consent Decree between WMS and the U.S. EPA.

**AGENDA ITEM #5 (2016-249)**

Communication from WMS General Manager, Rod Lesko, requesting concurrence with WMS Commission to purchase one supervisor pickup truck for the Electric Department.

**AGENDA ITEM #6 (2016-250)**

Communication from T&D Supervisor, Ryan Smith, requesting concurrence with WMS Commission to purchase one forklift for the Electric Department.

**AGENDA ITEM #7 (2016-251)**

Communication from WMS Assistant General Manager, Paul LaManes, regarding the YTD financial results for the Department of Municipal Services for the period ending March 31, 2016.

**AGENDA ITEM #8 (2016-252)**

Communication from Deputy Treasurer/Assistant Finance Director, Robert J. Szczechowski, regarding the 2015 3<sup>rd</sup> and 4<sup>th</sup> Quarter Quarterly Investment Reports.

**AGENDA ITEM #9A (2016-253)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the Wyandotte Street Art Fair Street Performer Application.

**AGENDA ITEM #9B (2016-254)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval for the PLAV Post 7 to hold annual parade on May 30, 2016, using city streets, sidewalks, and property.

**AGENDA ITEM #9C (2016-255)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval for St. Vincent Pallotti to use the city-owned lot at First & Chestnut for fundraising purposes during the Wyandotte Street Art Fair.

**AGENDA ITEM #9D (2016-256)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the contract with Ann Arbor Carriage to provide services in conjunction with the 2016 4<sup>th</sup> of July Parade.

**AGENDA ITEM #9E (2016-257)**

Communication from Special Events Coordinator, Heather A. Thiede, requesting approval of the contract with Bass Notes Production to provide sound for the Independence Day Parade, Wyandotte Tree Lighting and Christmas Parade, and the Vintage Baseball Game.

**AGENDA ITEM #10 (2016-258)**

Communication from City Engineer, Mark A. Kowalewski, requesting approval of the locations for sewer slip-lining and contract with Liquiforce to complete work.

**PRESENTATION OF PETITIONS**

None

**REPORTS & MINUTES**

City Council	May	16, 2016
Daily Cash Receipts	May	19, 2016
Beautification Commission		May 11, 2016
Building Code Board of Appeals		May 9, 2016
Cultural & Historical Commission		April 14, 2016
Design Review Committee		May 10, 2016
Zoning Board of Appeals & Adjustment		May 4, 2016

**CITIZENS PARTICIPATION**

- Jim Candela, 1245 Poplar, regarding McKinley project.
- Chris Luczak, 725 Orchard, regarding McKinley project.
- Pat Stevens, 444 Riverside Dr., regarding McKinley project.
- Tim Calhoun, 3634 7<sup>th</sup> St., regarding McKinley project.
- Jeff Chicoine, 12<sup>th</sup> St., running for District 14 State Representative
- Patricia Hartig, running for Wayne County Commissioner for 15<sup>th</sup> District
- Daniel Galeski regarding McKinley negotiations.

**RECESS****RECONVENE**


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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

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**HEARINGS**

SAD #939  
SPECIAL ASSESSMENT ROLL  
SEWER TAP REPAIR ON 22<sup>ND</sup> STREET  
BETWEEN OAK AND EUREKA

*No objections.*

**2016-241 HEARING – SAD #939**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS the time having arrived for the hearing before this Council and the City Assessor on the Special Assessment District #939 for the purpose of defraying that part of the cost which Council decided should be paid and borne by a special assessment for 22<sup>nd</sup> Street Sewer Tap Repair (South of Oak Street under the eastern portion of 22<sup>nd</sup> Street pavement) within the city of Wyandotte, County of Wayne, State of Michigan and said roll having been duly presented to this Council by the City Assessor; AND

WHEREAS after such hearing this council is of the opinion that said roll should be approved and confirmed; NOW

THEREFORE BE IT RESOLVED that special assessment roll #939 as filed by the City Assessor with the City Clerk be hereby approved and confirmed that this Council does hereby estimate that the period of usefulness of said improvements is not less than ten (10) years and that the assessments shown on said roll be divided into 10 annual installments, payable by the first day of June each year from 2016 to 2025, and that the City Clerk transmit said roll to the City Treasurer with his warrant for collection accordingly, and that the installments of each special assessment roll shall bear interest at the rate of six percent (6%) per annum commencing July 1, 2016, said interest to be paid annually on the due dates of the principal installments of said special assessment roll.

Motion unanimously carried.

## SAD # 941

## SPECIAL ASSESSMENT ROLL

## 2015 CONCRETE SIDEWALK PROGRAM

## AREA BETWEEN OAK ST AND GROVE &amp;

BETWEEN 15<sup>TH</sup> STREET AND FORT STREET

*No objections.*

**2016-242 HEARING – SAD #941**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS the time having arrived for the hearing before this Council and the City Assessor on the Special Assessment District #941 for the purpose of defraying that part of the cost which Council decided should be paid and borne by a special assessment for 2015 Sidewalk Program (public walks between Oak Street and Grove Street between 15<sup>th</sup> Street and Fort Street) within the city of Wyandotte, County of Wayne, State of Michigan and said roll having been duly presented to this Council by the City Assessor; AND

WHEREAS after such hearing this council is of the opinion that said roll should be approved and confirmed; NOW

THEREFORE BE IT RESOLVED that Special Assessment roll #941 as filed by the City Assessor with the City Clerk be hereby approved and confirmed that this Council does hereby estimate that the period of usefulness of said improvements is not less than five (5) years and that the assessments shown on said roll be divided into 5 annual installments, payable by the first day of June each year from 2016 to 2020 and that the City Clerk transmit said roll to the City Treasurer with his warrant for collection accordingly, and that the installments of each special assessment roll shall bear interest at the rate of six percent (6%) per annum commencing July 1, 2016, said interest to be paid annually on the due dates of the principal installments of said special assessment roll.

Motion unanimously carried.

OPINIONS OF CITIZENS  
REGARDING THE  
GENERAL CITY ELECTION SCHEDULE

***Public Comments:***

Tom Kaul, 3115 Van Alstyne  
Chris Calvin, 466 Sycamore

**2016-243 ELECTION LAW CHANGES – FEB. PRIMARY/MAY ELECTION**

By Councilperson VanBoxell, supported by Councilperson Schultz

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 4<sup>th</sup> 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.

BE IT FURTHER RESOLVED that the Clerk is directed to forward resolution to Municode, the City of Wyandotte's legal publisher, to update the City Charter with above changes.

Motion carried.

NAY: Councilperson Galeski

**RESOLUTIONS**

**2016-244 MINUTES**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the minutes of the meetings held under the dates of May 16, 2016, be approved as recorded, without objection.

Motion unanimously carried.

**2016-245 FATHER SOLANUS GUILD NON-PROFIT STATUS**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council approves the request from the Father Solanus Guild/Holy Family Circle of Wyandotte, Michigan, County of Wayne, to be recognized as a non-profit organization operating in the community for the purpose of obtaining a Charitable Gaming License.

Motion unanimously carried.

**2016-246 APPOINTMENT TO BEAUTIFICATION COMMISSION - BAK**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Michael Bak of 1705 11<sup>th</sup> St., Wyandotte, MI to the Beautification Commission. Term to expire April 2019.

Motion unanimously carried.

**2016-247 MCKINLEY SCHOOL SITE LETTER – COUNCILMAN SABUDA**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that the City Engineer and City Attorney are authorized to renegotiate the McKinley School purchase agreement with the preferred developer, Coachlight Properties; AND BE IT FURTHER RESOLVED, that council members are invited to participate in the discussion and to offer their insight and recommendations to renegotiate the purchase agreement and return it to Council for final approval.

Motion carried.

NAYS: Councilpersons Galeski, Miciura

**2016-248 WMS/EPA AMENDMENT TO CONSENT DECREE**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the Municipal Services Commission in approval for the General Manager to sign the amendment to the consent decree entered on September 13, 2011 for emissions matters relative to the Wyandotte Power Plant with the U.S. EPA and to pay within sixty (60) Days after the effective date of the Amended Consent Decree the sum of \$425,000, as recommended by WMS management.

Motion unanimously carried.

**2016-249 ELECTRIC DEPARTMENT TRUCK PURCHASE**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the Municipal Services Commission approval of the purchase of a 2016 Ford F-150 pickup truck from Gorno Ford (Stock #T8194) for the Electric Department at the MiDEAL State bid price of \$ 31,995.00 as recommended by WMS management.

Motion unanimously carried.

**2016-250 ELECTRIC DEPARTMENT FORKLIFT PURCHASE**

By Councilperson VanBoxell, supported by Councilperson Schultz

WHEREAS, the Wyandotte City Council understands the need and supports the community owned Electric Transmission and Distribution facilities; AND

WHEREAS, in order to maintain our commitment to providing the best service possible in a timely and efficient manner; NOW,

THEREFORE BE IT RESOLVED that the Wyandotte City Council concurs with the Municipal Services Commission authorizing the General Manager to sign the quote from Fraza Forklifts for the purchase of one (1) Linde H50T Forklift for an amount not to exceed \$ 56,631.00 as recommended by WMS management.

Motion unanimously carried.

**2016-251 WMS FINANCIALREPORT – YTD (3/31/2016)**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED by the City Council to receive and place on file the six-month financial results for the Department of Municipal Services for the period ending March 31, 2016.

Motion unanimously carried.

**2016-252 QUARTERLY INVESTMENT REPORTS – 3Q & 4Q 2015**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council hereby receives and places on file the 2015 3<sup>rd</sup> and 4<sup>th</sup> Quarter Quarterly Investment Reports submitted on May 19, 2016 by the Deputy Treasurer/Assistant Finance Director.

Motion unanimously carried.

**2016-253 WSAF STREET PERFORMER APPLICATION**

By Councilperson VanBoxell, supported by Councilperson Schultz  
BE IT RESOLVED that Council concurs with the recommendation of the Special Events Coordinator to approve the 2016 Wyandotte Street Art Fair Street Performer Permit Application. Motion unanimously carried.

**2016-254 PLAV POST 7 MEMORIAL DAY PARADE**

By Councilperson VanBoxell, supported by Councilperson Schultz  
WHEREAS the PLAV Post 7 has requested police escort for their annual parade on May 30<sup>th</sup>, 2016 with procession starting at PLAV Post 7 (438 Ford Avenue) at 9:15AM and ending at Mount Carmel Cemetery (900 Ford Avenue) at approximately 10:00AM to participate in a field mass; returning to PLAV Post 7 at approximately 11:30AM.  
BE IT RESOLVED that Mayor and Council concurs with the recommendation of the Special Event Coordinator for the use of city streets, sidewalks, and property in conjunction with the PLAV Post 7 request and directs the appropriate departments to coordinate same. Motion unanimously carried.

**2016-255 ST. VINCENT PALLOTTI WSAF PARKING LOT FUNDRAISER**

By Councilperson VanBoxell, supported by Councilperson Schultz  
BE IT RESOLVED that council concurs with the recommendation of the Special Events Coordinator and grants permission to the St. Vincent Pallotti Parent's Club for use of the city-owned parking lot at First and Chestnut Streets for a fundraising event during the Wyandotte Street Art Fair from July 13-16, 2016; AND  
BE IT FURTHER RESOLVED that the Department of Public Service shall post "**No Parking**" signs at the following locations:

- East side of First Street between Chestnut St. and Superior Blvd.
- Chestnut St. between Biddle and 1<sup>st</sup> Street; AND

BE IT FURTHER RESOLVED that a Hold Harmless Agreement shall be executed as prepared by the Department of Legal Affairs. Motion unanimously carried.

**2016-256 4<sup>TH</sup> OF JULY PARADE – ANN ARBOR CARRIAGE CONTRACT**

By Councilperson VanBoxell, supported by Councilperson Schultz  
BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the contract for Ann Arbor Carriage for the 2016 4<sup>th</sup> of July Parade, in the amount of \$495.00 to be paid from the 4th of July Parade Account, #285-225-925-826.  
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.

**2016-257 2016 SOUND CONTRACT – BASS NOTES PRODUCTION**

By Councilperson VanBoxell, supported by Councilperson Schultz  
BE IT RESOLVED that Council concurs with the Special Event Coordinator and approves the contract between Bass Note Productions and the City of Wyandotte to provide sound for various 2016 special events, including:

4 <sup>th</sup> of July Parade	285-225-925-826	\$350
Christmas Parade and Tree Lighting	285-225-925-825	\$525
Vintage Base Ball Game	285-225-925-880	\$175

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.

**2016-258 SLIP-LINING OF SEWERS – LIQUIFORCE CONTRACT**

By Councilperson VanBoxell, supported by Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding entering into a contract with LiquiForce approving the slip lining of four (4) sewer lines for \$ 98,401.60 from account no. 590-200-926-310; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary Contract as presented to City Council.

Motion unanimously carried.

**2016-259 BILLS & ACCOUNTS**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED that the total bills and accounts of \$978,699.71 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**2016-260 ADJOURNMENT**

By Councilperson VanBoxell, supported by Councilperson Schultz

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 9:23 p.m.

Motion unanimously carried.

A handwritten signature in black ink, appearing to read "Lawrence S. Stec", is written over a horizontal line.

Lawrence S. Stec, City Clerk

User: ktrudell

Post Date from 05/25/2016 - 05/25/2016 Open Receipts

DB: Wyandotte  
Receipt #  
Description

Date Cashier Wkstn Received Of Distribution Amount

O 412328 05/25/2016 ktrudell F2 MIDWESTERN AUDIT SERVICE  
XT 101-000-001-000 101-000-041-021 A/R MW AUDIT-RESCUE 23.33 CITY CHECK 19564

RESCUE COLLECTIONS APRIL 2016  
REC# 897810

O 412329 05/25/2016 ktrudell F2 REHMANN CORPORATE INVESTIGATIVE SERV  
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 10.00 CITY CHECK 4804

FIRE REPORT 1027 LINDBERGH  
REC# 897811

O 412330 05/25/2016 ktrudell F2 LEXIS NEXIS  
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 10.00 CITY CHECK 10.00

FIRE REPORT # 16-226  
REC# 897812

O 412332 05/25/2016 ktrudell F2 LEXIS NEXIS  
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 10.00 CITY CHECK 582306061

FIRE REPORT # 16-245  
3914 15TH  
REC# 897813

O 412334 05/25/2016 ktrudell F2 LEXIS NEXIS  
RE 101-000-001-000 101-000-655-040 RECEIPTS-MISCELLANEOUS 10.00 CITY CHECK 582558061

FIRE REPORT #16-245  
3922 - 15TH  
REC# 897814

O 412335 05/25/2016 ktrudell F2 WAYNE COUNTY TREASURER  
TS 101-000-001-000 101-000-411-085 COUNTY DEL TAX SETTLEMENT 3,615.07 CITY CHECK 2384716

MONTHLY DEL TAX SETTLEMENT  
APRIL 2016  
REC# 897815

Total of 6 Receipts

3,678.40

User: ktrudell

Post Date from 05/25/2016 - 05/25/2016 Open Receipts

DB: Wyandotte

Receipt #

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

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

101-000-041-021 A/R MW AUDIT-RESCUE	23.33
101-000-411-085 COUNTY DEL TAX SETTLEMENT	3,615.07
101-000-655-040 RECEIPTS-MISCELLANEOUS	40.00
TOTAL - ALL CREDIT ACCOUNT	<u>3,678.40</u>

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

101-000-001-000 Cash	3,678.40
TOTAL - ALL DEBIT ACCOUNTS	<u>3,678.40</u>

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

101 General Fund	3,678.40
TOTAL - ALL FUNDS:	<u>3,678.40</u>

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

GEN GENERAL OPERATING FUND	
<u>Tender Code/Desc.</u>	
(CCK) CITY CHECK	3,678.40
TOTAL:	3,678.40
TOTAL - ALL BANKS:	<u>3,678.40</u>

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

<u>Tender Code/Desc.</u>	
(CCK) CITY CHECK	3,678.40
TOTAL:	<u>3,678.40</u>

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

(4) RE: RECEIPTS-MISCELLANEOUS	40.00
(1) TS: COUNTY DEL TAX SETTLEMENT	3,615.07
(1) XT: A/R MW AUDIT-RESCUE	23.33
TOTAL - ALL RECEIPT ITEMS:	<u>3,678.40</u>

User: ktrudell

Post Date from 05/26/2016 - 05/26/2016 Open Receipts

DB: Wyandotte

Receipt #

Description

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

Receipt #	Date	Cashier	Wkstn	Received Of Distribution	Amount
O AC	412762 05/26/2016	ktrudell 101-000-001-000	F2	BUBLITZ, RITA 101-000-257-078	130.00 CITY CHECK 631
DONATION-VETERINARY CARE SHELTER ANIMALS-WILL REMIT TO POUND PALS REC# 897816					
O AC	412765 05/26/2016	ktrudell 101-000-001-000	F2	KOWALCZIK, MICHAELENE 101-000-257-078	25.00 CITY CHECK 9180
DONATION-VETERINARY CARE SHELTER ANIMALS-WILL REMIT TO POUND PALS REC# 897817					
O AC	412767 05/26/2016	ktrudell 101-000-001-000	F2	TRUITT, HELEN 101-000-257-078	25.00 CITY CHECK 4179
DONATION-VETERINARY CARE SHELTER ANIMALS-WILL REMIT TO POUND PALS REC# 897818					
O AC	412768 05/26/2016	ktrudell 101-000-001-000	F2	TIERNEY, KATHERINE 101-000-257-078	203.00 CITY CHECK 597
DONATION-VETERINARY CARE SHELTER ANIMALS-WILL REMIT TO POUND PALS REC# 897819					
Total of 4 Receipts					383.00

User: ktrudell

Post Date from 05/26/2016 - 05/26/2016 Open Receipts

DB: Wyandotte

Receipt #

Date

Cashier

Wkstn

Received Of  
Distribution

Amount

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

101-000-257-078 Reserve-Animal Care

383.00

TOTAL - ALL CREDIT ACCOUNT 383.00

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

101-000-001-000 Cash

383.00

TOTAL - ALL DEBIT ACCOUNTS 383.00

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

101 General Fund

383.00

TOTAL - ALL FUNDS: 383.00

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

GEN GENERAL OPERATING FUND

Tender Code/Desc. 383.00  
(CCK) CITY CHECK

TOTAL: 383.00

TOTAL - ALL BANKS: 383.00

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

Tender Code/Desc. 383.00  
(CCK) CITY CHECK

TOTAL: 383.00

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

(4) AC: RESERVE-ANIMAL CARE/POUND

383.00

TOTAL - ALL RECEIPT ITEMS: 383.00

**\*DRAFT-UNAPPROVED\***

**City of Wyandotte  
DESIGN REVIEW COMMITTEE  
Minutes of the Tuesday, May 17, 2016, Meeting**

Member Kowalewski called the meeting to order at 11:30 a.m.

**MEMBERS PRESENT:** Robert Benson, Joseph Gruber, Wally Hayden, Mark Kowalewski, and Norm Walker

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Sheila Johnson, Recording Secretary  
Daniel Dinion, Applicant & Owner of 121 Maple Street

**NEW BUSINESS:**

None at this time.

**APPROVAL OF MAY 10, 2016 MINUTES:**

Motion by Member Hayden to approve minutes. Member Kowalewski supported motion. All Members voted in favor.

**REVIEW OF PROPOSED WALL SIGN AT 121 MAPLE STREET:**

The application was submitted by Daniel and Anja Dinion (Applicants and Owners) for the property at 121 Maple Street, Wyandotte, Michigan has been reviewed and approved. All were in favor.

**OTHER BUSINESS:**

Sign approval of 2651 Biddle Avenue and 2455 Biddle Avenue.

**MOTION TO ADJOURN:**

MOTION BY MEMBER Kowalewski to adjourn the meeting at 11:45 p.m.  
Member Benson seconded motion. All Members voted to adjourn.

# RESOLUTION

Wyandotte, Michigan

May 17, 2016

RESOLUTION BY MEMBER BENSON

RESOLVED BY THE DESIGN REVIEW COMMITTEE OF THE CITY OF  
WYANDOTTE,

The proposed sign as submitted by Daniel & Anja Dinion (Applicants and Owners) for the property at 121 Maple Street, Wyandotte, Michigan has been reviewed and approved as submitted by the Design Review Committee on May 17, 2016.

I move the adoption of the foregoing resolution.

Member: Benson

Supported by Member: Gruber

Yeas	Members	Nays
X	Benson	
X	Gruber	
X	Hayden	
X	Kowalewski	
X	Walker	

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
May 10, 2016

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### **ROLL CALL**

Present: Chief Daniel Grant  
Commissioner John Harris  
Commissioner Dr. Michael Izzo

Absent: Commissioner Doug Melzer (Excused)

Others Present: Inspector Brian Zalewski

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:16 p.m.

The Minutes from the regular Police Commission meeting on April 12, 2016, were presented.

Izzo moved, Harris seconded,  
CARRIED, to approve the regular minutes of April 12, 2016, as presented.

### **UNFINISHED BUSINESS**

NONE

### **COMMUNICATIONS**

NONE

### **DEPARTMENTAL**

#### **1. Bi-Annual Physical Fitness Results**

The Department tests in both October and April of each year.

Most of the participants for the recent testing were at the gold level; we also had 3 at the silver level and none for the blue level.

This is a voluntary program and participants may earn up to \$1,000 extra per year if they pass both testing events at the gold level.

The Commissioners extended their congratulations to the participants on a job well-done.

Izzo moved, Harris seconded,  
CARRIED, to receive the Bi-Annual Physical Fitness Results and place on file.

#### **2. Lieutenant Exam / Staffing Update**

Only Sergeants Seeley and Hamilton passed the recent Lieutenant's exam; a total of six Sergeants took the test.

Even though the Department only needs to fill two vacant Lieutenants positions, they will still conduct interviews with the two individuals that passed.

Along with the test and interview scores, seniority plays a part in the overall ranking and ultimate job assignment of the Lieutenants, i.e. whether they are placed on the day shift or night shift.

### **3. Police Officer Staffing Update**

The Department recently accepted new applications for police officers until April 22, 2016. After reviewing those applications, there are approximately 16 – 18 candidates that will be scheduled to take the physical agility test in the near future. We also have their EMPCO test scores already.

The Department currently has 5 vacant positions for police officers.

One of the vacant positions recently opened up due to one of our probationary officers resigning from the Department. He was a very nice person, but just didn't "get" the job. He also lacked attention to detail.

Instead of being terminated, the officer chose to resign.

Izzo moved, Harris seconded,  
CARRIED, to accept the Officer's resignation / release agreement and place on file.

### **4. Police Statistics – April 2016 and Year-To-Date / MICRS Statistics**

The Chief shared both the statistics generated in house and those provided from the State of Michigan.

The State of Michigan statistics (MICRS) compared Wyandotte's January thru December, 2014 statistics to January thru December, 2015 statistics. Overall, the crime rates were down 3.4%.

Chief Grant went through and discussed various categories listed in the MICRS report.

The Drug category has increased, but almost everything else has gone down. One of the reasons the Drug category has increased is because our Special Ops unit has been doing a tremendous job tackling the drug problem in our community.

Izzo moved, Harris seconded,  
CARRIED, to receive the April 2016, Year-To-Date and MICRS Statistics and place on file.

### **5. Citizen Survey Response**

Ultimately, 4 officers responded to this potential domestic dispute, and the Chief gave them all praise and acknowledgment for a job well-done.

Izzo moved, Harris seconded,  
CARRIED, to receive the Citizen Survey Response and place on file.

### **6. Bills and Accounts – April 26, 2016, \$5,232.37, May 10, 2016 \$18,709.78**

Izzo moved, Harris seconded,  
A Roll Call was held and the Motion  
CARRIED, to unanimously approve payment of the bills for April 26, 2016, \$5,232.37, May 10, 2016 \$18,709.78

**NEW BUSINESS**

**None**

*Members of the Audience*

**ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:42 p.m.

Izzo moved, Harris seconded,  
CARRIED, to adjourn meeting at 6:42 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department

*Page 2  
24 May 2016*

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
May 24, 2016

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### ROLL CALL

Present: Inspector Brian Zalewski  
Commissioner John Harris  
Commissioner Doug Melzer

Absent: Chief Daniel Grant (Excused)  
Commissioner Dr. Michael Izzo (Excused)

Others Present: NONE

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:04 p.m.

The Minutes from the regular Police Commission meeting on May 10, 2016, were presented.

Melzer moved, Harris seconded,  
CARRIED, to approve the regular minutes of May 10, 2016, as presented.

### UNFINISHED BUSINESS

NONE

### COMMUNICATIONS

1. **Job-Well-Done Email** – May 11, 2016 email from resident Kathy Trudell to Chief Grant thanking the officers who responded to a recent 911 call to her home.

Kathy was very pleased with the kindness and professionalism shown by Officers Hiske, Johnston, Stathakis and Zimmers.

The Commissioners also added their congratulations to the officers as well.

Melzer moved, Harris seconded,  
CARRIED, to receive email from Kathy Trudell and place on file.

### DEPARTMENTAL

1. **Dispatcher Interviews for Full and Part-time Employees**

Interviews were conducted last week. Currently, the DCD needs one full-time dispatcher and either two or three part-time people.

One candidate has 30 years of experience in banking, but would like to completely change careers. This person doesn't mind the afternoon shift, which is what the DCD needs.

## **2. Update on Lt. Promotions**

Oral interviews will be conducted on June 2, 2016 for the two Sergeants that passed the recent Lieutenants' exam. Even though the Department wants to hire two Lieutenants and only two individuals passed the exam, by contract, we still have to conduct the oral interviews. These interviews will help determine which individual is placed on the day shift and which one will work afternoons/nights.

Chief Grant and three other outside Chiefs will conduct the interviews.

## **3. Status of Police Officer Hiring**

Sixteen applicants will take a physical agility test on June 8, 2016. We will have to utilize a site in Woodhaven to conduct the agility test since Roosevelt High School's track and field is currently undergoing reconstruction / replacement.

## **4. Bills and Accounts –May 24, 2016 \$7,010.68**

Melzer moved, Harris seconded,  
A Roll Call was held and the Motion  
CARRIED, to unanimously approve payment of the bills for May 24, 2016 \$7,010.68

## **NEW BUSINESS**

### **1. Citizen Survey Response**

This favorable response involved Officer Sawmiller and a fraud impersonation report.

The Commissioners offered their congratulations as well.

Melzer moved, Harris seconded,  
CARRIED, to receive the Citizen Survey Response and place on file.

### **2. Officer Resignation**

One of the new hires was unable to successfully complete the FTO program. At this particular time, he just couldn't grasp many of the basic skills necessary to become a successful officer. Perhaps with additional training, he may be able to pursue his desired career in law enforcement with another agency.

Instead of being terminated, the officer chose to resign.

### **3. Bishop Park**

Commissioner Melzer heard about some problems with the fishermen at Bishop Park and inquired about what the Police Department was doing to alleviate the situation.

Inspector Zalewski informed the Commissioners that we experience problems every year at this time due to the White Bass “running.” Having said that, the Ordinance Officers will work extra duty the next 2 or 3 weeks/weekends, including the Memorial holiday, to monitor the situation and take action as necessary.

The Work Force is responsible for emptying the trash containers in Bishop Park. Inspector Zalewski is investigating to see if they can empty the containers more frequently and, if necessary, have DPS supplement the Work Force’s efforts.

4. Commissioner Melzer asked if the Department had enough weapons to issue to the new police candidates once they are hired. Inspector Zalewski said we had enough, although we may look at ordering one or two to supplement our inventory.

Also, since being promoted, Inspector Zalewski has done a full inventory of all weapons associated with the Wyandotte Police Department, and all have been accounted for.

*Members of the Audience*

### **ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:28 p.m.

Melzer moved, Harris seconded,  
CARRIED, to adjourn meeting at 6:28 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department



## WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Monday, May 10, 2016 at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

### **Members Present:**

President Wally Merritt  
Vice President Margaret Loya  
Secretary Lori Shiels  
Commissioner Rob DeSana  
Commissioner Ed Ronco

### **Also Present:**

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

### **Excused:**

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

### **PERSONS IN THE AUDIENCE:**

None

### **CORRESPONDENCE:**

1. Thank you letter from the Downriver Corps. and Community Center thanking Superintendent Lanagan for the food donation from the Wayne County Emergency Food Assistance Program at Copeland Center March 2016.

### **INTERDEPARTMENTAL:**

None

### **COUNCIL RESOLUTIONS:**

April 25, 2016 Council Agenda Item approving the use of city property including the Yack Arena parking lot for events on May 19<sup>th</sup>, 20<sup>th</sup> & 21<sup>st</sup> 2016.

### **REPORTS AND MINUTES:**

Arena Report April 2016.....\$4,500.00 Ice Rental....\$4,392.55 Concession....\$125.26 Vending Account Breakdown Pay Period ending 4/3/2016 & 4/17/2016  
Tele-care Report April 2016  
Senior Van Report April 2016  
Golf Report April 2016.....\$21820.70  
Senior Friendship Club Minutes March 2016  
Senior Friendship Club Treasurers Report April 2016

### **SPECIAL ORDER:**

Commission discussed with Superintendent Lanagan:

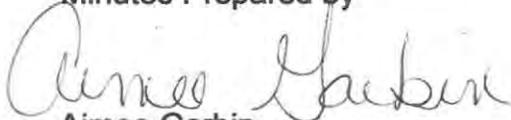
- Bernie Bowers discussed with Superintendent Lanagan that Wilson will be repaving their parking lot as soon as school gets out for summer break. Due to the repairs and parking being restricted, some of the Braves games may need to be rescheduled.
- Superintendent Lanagan stated he received multiple emails from a gentleman named Tyler Malone inquiring about putting a granite chess/checker table at Bishop Park for patrons to enjoy. Superintendent Lanagan stated he researched on concrete checker/chess tables and one would cost approximately \$1,700 (not including shipping or installation) and would weigh approximately 1500 pounds. Superintendent Lanagan and Commission like the idea of the

chess/checker table, however the concern is that a concrete table would get broken. Commissioner Ronco suggested a wooden picnic table with the chess/checker pattern on the table top. Superintendent Lanagan stated he will research wooden picnic chess/checker tables and discuss at a future meeting.

- Wayne County Commissioner, Joe Palamara contacted the City about a possible \$50,000 grant for a Recreation project. Superintendent Lanagan provided a list of projects that could use grant funding. Renovating the Bishop Park Bathrooms was chosen as the best project. Superintendent has contacted several contractors to get initial quotes on plumbing, electrical, tiling and painting. The renovation will consist of painting the outside of the building, installing new toilets and urinals with automatic flushers, new sinks, partitions, hand dryers, and exhaust fans. Superintendent Lanagan stated he has 60 days to submit paper work to Wayne County showing the city owns the land and building at Bishop Park along with a detailed price list of the work to be done.
- Superintendent Lanagan and Commission discussed restroom use at the Wyandotte Shores Golf Course during the Wy-Hi and Hebda Cup Regattas. Commissioner Ronco suggested having an attendant to monitor the bathrooms during the regattas. Superintendent Lanagan suggested sending a letter to the Wyandotte Boat Club requesting a volunteer to maintain the restrooms or they would be charged \$50 per day for Golf Course staff to clean the bathrooms.
- Commissioner Ronco asked about more sand for the volleyball sand pits located at BASF Waterfront Park. Superintendent Lanagan stated he would contact Joe Beaubien and find out if the volleyball courts actually needed more sand. Joe Beaubien is one of the long time users of the volleyball courts and the last time we had sand, he volunteered his time and put the sand in.

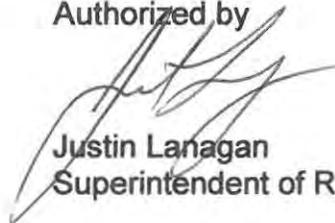
There being no further business to discuss, a motion was made by Commissioner Ronco and supported by Commissioner Ronco to adjourn the meeting at 8:13 pm.

Minutes Prepared by



Aimee Garbin  
Recreation Secretary

Authorized by



Justin Lanagan  
Superintendent of Recreation

2016 Wyandotte Recreation Commission Meetings – 2<sup>nd</sup> Tuesday @ 7:30 pm @ Yack Arena

**June 21<sup>st</sup> Special Exception**

July 12<sup>th</sup>

August 9<sup>th</sup>

September 13<sup>th</sup>

October 11<sup>th</sup>

**November 15<sup>th</sup> Special Exception**

December 13<sup>th</sup>

Approve 5/17/2016

**CITY OF WYANDOTTE**

**MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)**

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, January 19, 2016 at 9:25 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Stephanie Badalamenti, Todd Drysdale, Larry Garmo, Paul LaManes, Joe Maher, Charles Mix, Melissa Armatis, Alfred Sliwinski

BOARD MEMBERS ABSENT: Michael Sadowski

OTHERS PRESENT: None

**Minutes of Previous Meeting**

All prior BRDA meeting minutes had been approved at previous meetings

**Presentations/Persons in Attendance**

Chairman Mix extended a welcome to the newest BRDA Board member, Melissa Armatis. Ms. Armatis expressed her gratitude in having been appointed and looks forward to serving on the Board in the years to come.

**Communications**

Communication from Paul L. LaManes relative to the 2016 BRDA Meeting Schedule. Discussion ensued regarding the requirements of the Open Meetings Act, (Act 267 of 1976) and the approval of the meeting schedule and proper public notice within 10 days of the first meeting in each calendar year of the new dates, times and places of regular meetings. Motion by Member Badalamenti, supported by Member Sliwinski to approve the BRDA meeting schedule for calendar 2016 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month. The motion passed with no objections.

**Other/Old Business**

Chairman Mix proposed the nomination of Paul L. LaManes as Secretary to the BRDA Board as Mr. LaManes had volunteered to fill the position left vacant by the retirement of Greg Mayhew. Discussion ensued regarding bypassing a secret ballot vote since only one candidate existed. Motion by Member Badalamenti, supported by Member Sliwinski to appoint Paul L. LaManes as the Secretary to the BRDA Board. The motion passed with no objections (LaManes abstaining).

**Next Meeting**

The next meeting of the BRDA Board will be held Tuesday, February 16, 2016 at 8:30 AM.

**Adjournment**

The BRDA meeting was adjourned at 9:31 AM through a motion by Member Badalamenti, supported by Member Sliwinski. Motion passed.

*Paul L. LaManes, Secretary*

**CITY OF WYANDOTTE**

**MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)**

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, January 19, 2016 at 8:47 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Stephanie Badalamenti, Todd Drysdale, Larry Garmo, Paul LaManes, Joe Maher, Charles Mix, Melissa Armatis, Alfred Sliwinski

BOARD MEMBERS ABSENT: Michael Sadowski

OTHERS PRESENT: Mark Kowalewski – City Engineer, Joe DiSanto, Ziad Nakad-Nakad Investments

**Minutes of Previous Meeting (August 18, 2015)**

The minutes of the meeting of August 18, 2015, were reviewed by the Board and approved subject to one change noted to remove Greg Mayhew from the Board Members listed as present at the August 18, 2015 meeting. Subject to the change noted, the minutes were received and placed on file through a motion by Member Badalamenti, supported by Member Maher. The motion passed with no objections.

**Presentations/Persons in Attendance**

Chairman Mix introduced the newest TIFA Board member, Melissa Armatis from Daly Merritt. Ms. Armatis discussed her background and the entire Board extended its welcome. Ms. Armatis expressed her gratitude in having been appointed and looks forward to serving on the Board in the years to come.

A video presentation was made by Mr. Joe DiSanto of Coachlight Properties and Mr. Ziad Nakad of Nakad Investments for the redevelopment of the former Italian American Hall at 646 Biddle Avenue into the Bentley Banquet Center.

**Communications**

Communication from Paul L. LaManes relative to the 2016 TIFA Meeting Schedule. Discussion ensued regarding the requirements of the Open Meetings Act, (Act 267 of 1976) and the approval of the meeting schedule and proper public notice within 10 days of the first meeting in each calendar year of the new dates, times and places of regular meetings. Motion by Member Badalamenti, supported by Member Sliwinski to approve the TIFA meeting schedule for calendar 2016 as presented with the meetings to take place at 8:30 AM on the third Tuesday of each month. The motion passed with no objections.

Communication from Mr. Ziad Nakad, Nakad Investments regarding Public Infrastructure Assistance for the Bentley Banquet Center (Former Italian American Hall) 646 Biddle Avenue. Discussion ensued with Joe DiSanto, General Contractor for the project with Coachlight Properties explaining the project and the public infrastructure updates that are necessary. The City Engineer provided an overview of the public v. private aspects of the project and provided his recommendation for approval. Member Drysdale added that the key criteria for TIFA evaluation of the project, both the quality of the project and enhancement to the City would be met by this project both esthetically and through increasing the City tax base based on the enhanced value of the property. Motion by Member Drysdale, supported by Member Maher to approve TIFA funds for Public Infrastructure Improvements not to exceed \$

16,920.00 and to authorize the City Administrator to make the necessary TIFA FY2016 budget amendments, subject to concurrence by the City Attorney. The motion passed with no objections.

### **Other/Old Business**

Chairman Mix proposed the nomination of Paul L. LaManes as Secretary to the TIFA Board as Mr. LaManes had volunteered to fill the position left vacant by the retirement of Greg Mayhew. Discussion ensued regarding bypassing a secret ballot vote since only one candidate existed. Motion by Member Badalamenti, supported by Member Garmo to appoint Paul L. LaManes as the Secretary to the TIFA Board. The motion passed with no objections (LaManes abstaining).

Chairman Mix asked Member Drysdale to update the Board on the legal matters related to the local TIFA /BRDA capture of the one-time additional 1 mill levy by Wayne County for the court ordered payment into the County retirement fund. Member Drysdale discussed that the City had filed a Motion for Summary Judgement in support of the City's position in the matter but that legislation was proceeding at the same time to prohibit such captures in the future. Funds from this capture were not included in the FY2016 TIFA/BRDA budget.

Chairman Mix asked Member Drysdale to update the Board on the Bishop Park Marina Project. Discussion ensued, with Member Drysdale noting that City Council approved for the Grant documents to be signed but that the project would be pending due to necessary coordination of the dredging aspect of the project with dredging that is part of a larger Federal project affecting several miles of the river. The dredging must take place prior to starting any part of the Marina project. Chairman Mix asked for a start date estimation and Member Drysdale noted 2017 at the earliest, but acknowledged that this was a broad estimate to answer Chairman Mix's question.

Member Garmo asked about the status of the Bishop Park Lighting Project for which the Federal Grant matching portion is being funded by TIFA. Discussion ensued, and Member LaManes noted that the project is scheduled for the 2016 construction season by the Municipal Services Electric Department.

### **Next Meeting**

The next meeting of the TIFA Board will be held Tuesday, February 16, 2016 at 8:30 AM.

### **Adjournment**

The TIFA meeting was adjourned at 9:25 AM through a motion by Member Badalamenti, supported by Member Maher. Motion passed.

*Paul L. LaManes, Secretary*

**CITY OF WYANDOTTE**

**MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)**

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, May 17, 2016 at 8:47 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Todd Drysdale, Larry Garmo, Paul LaManes, Joe Maher, Charles Mix and Melissa Armatis

BOARD MEMBERS ABSENT: Michael Sadowski (Excused), Stephanie Badalamenti, Alfred Sliwinski

OTHERS PRESENT: Joe Voszatka – SMOOTH Development, LLC

**Minutes of Previous Meeting (January 19, 2016)**

The minutes of the meeting of January 19, 2016, were reviewed by the Board and approved to be received and placed on file through a motion by Member Armatis, supported by Member Maher. The motion passed with no objections.

**Presentations/Persons in Attendance**

None

**Communications**

1. Communication from Robert Szczechowski – Assistant City Finance Director reporting budget to actual financial results for the BRDA for the period ending April 30, 2016. Motion by Member Maher, supported by Member Drysdale to receive and place on file the financial results communication. The motion passed with no objections.
2. Communication from Joe Voszatka, SMOOTH Development, LLC requesting review and determination of the amount eligible for reimbursement for Brownfield Plan Site No. 20, 3247 Biddle Avenue GLPMR Professional Medical Office Building and Five (5) Apartments.
  - Mr. Voszatka provided review of project at the corner of Biddle Avenue and Eureka, detailing necessary infrastructure improvements, including 113 foundation piers that were necessary to stabilize the structure and also noted that the project ended up being a complete tear down and rebuild.
  - Project costs were submitted to Jesus Plasencia – Assistant City Engineer for review and determination of eligibility. Communication from Mr. Plasencia resulted in his recommendation that \$ 441,674.38 of costs submitted were eligible for reimbursement under the terms of the approved Brownfield agreement dated 12/11/2014.

**Resolutions:**

**Resolution by the Wyandotte Brownfield Redevelopment Authority approving a Brownfield Plan Reimbursement Request submitted by GLPMR for Brownfield Plan #20, 3247 Biddle Avenue totaling \$ 441,674.38. Motion by Member Maher, supported by Member Garmo. The motion passed with no objections.**

Brownfield Plan – Site No. 20: 3247 Biddle Avenue, Wyandotte, Michigan

Dated: May 17, 2016

City of Wyandotte, Wyandotte Brownfield Redevelopment Zone, Wayne County, Michigan

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority (“WBRDA”) has received a reimbursement request submitted by the Developer/Great Lakes Physical Medicine & Rehabilitation (GLPMR, LLC), 22045 West River Road, Grosse Ile, MI, dated February 11, 2016, for Brownfield Plan No. 20, 3247 Biddle Avenue, totaling \$441,674.38, as detailed in the “Summary of Invoices For Reimbursement: Brownfield Redevelopment Plan #20”; and

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority has received a communication from Jesus Plasencia, Assistant City Engineer for the City of Wyandotte, dated April 26, 2016, regarding a review of the costs and invoices included in the reimbursement request; and

WHEREAS, the reimbursement request is consistent with the “Brownfield Redevelopment Plan” and/or “Act 381 Work Plan” approved for the project by the WBRDA, Wyandotte Mayor and City Council, and the State of Michigan’s “Michigan Strategic Fund (MSF)/Michigan Economic Development Corporation (MEDC),” and the terms and conditions of a “Brownfield Development & Reimbursement Agreement” (the “Agreement”), dated December 11, 2014, which was approved and executed by the WBRDA, Wyandotte Mayor and City Council, and the Developer/GLPMR;

WHEREAS, prior to the first reimbursement payment being made to the Developer in approximately May 2017, two requirements of the Agreement must still be satisfied by the Developer: (1) Per Section 1.1(f) of the Agreement, a Temporary Certificate of Occupancy (TCO) must be obtained from the City for the entire development (a TCO has been obtained for the first floor medical office and three (3) of the five (5) second floor apartments, but not for two (2) of the apartments and the first floor retail pharmacy); and (2) Per Section 1.1(g) and 3.4 of the Agreement, submit an initial annual report on the status of the development to the City Administrator/WBRDA by June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Wyandotte Brownfield Redevelopment Authority that the reimbursement request submitted by GLPMR, 22045 West River Road, Grosse Ile, MI, dated February 11, 2016, for Brownfield Plan No. 20, 3247 Biddle Avenue, totaling \$441,674.38 is hereby approved.

BE IT FURTHER RESOLVED that prior to the Developer receiving any reimbursement payments under the Agreement, the Developer must: (1) obtain a Temporary Certificate of Occupancy (TCO) from the City for the entire development; and (2) submit an initial annual report on the status of development to the City Administrator/WBRDA by June 30, 2016.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER   \_Maher\_\_\_\_\_

SUPPORTED BY MEMBER   \_Garmo\_\_\_\_\_

YEAS

MEMBER

NAYS

<u>  X  </u>	Armatis	_____
_____	Badalamenti	_____
<u>  X  </u>	Drysdale	_____
<u>  X  </u>	Garmo	_____
<u>  X  </u>	LaManes	_____
<u>  X  </u>	Maher	_____
<u>  X  </u>	Mix	_____
_____	Sadowski	_____
_____	Sliwinski	_____

ABSTAIN \_\_\_\_\_

ABSENT\_Badalamenti, Sadowski, Sliwinski

  6   Yeas;   0   Nays;   0   Abstention(s).

Motion   X   passes; \_\_\_\_\_ fails.

**Other/Old Business**

None

**Late Items**

None

**Next Meeting**

The next meeting of the BRDA Board will be held Tuesday, June 21, 2016 at 8:30 AM.

**Adjournment**

The BRDA meeting was adjourned at 9:20 AM through a motion by Member Garmo, supported by Member Maher. Motion passed.

*Paul L. LaManes, Secretary*

**CITY OF WYANDOTTE**

**MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)**

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, May 17, 2016 at 8:35 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Todd Drysdale, Larry Garmo, Paul LaManes, Joe Maher, Charles Mix, and Melissa Armatis

BOARD MEMBERS ABSENT: Michael Sadowski (Excused), Stephanie Badalamenti, Alfred Sliwinski

OTHERS PRESENT: Joe Voszatka, SMOOTH Development, LLC

**Minutes of Previous Meeting (January 19, 2016)**

The minutes of the meeting of January 19, 2016, were reviewed by the Board and approved to be received and placed on file through a motion by Member Maher, supported by Member Drysdale. The motion passed with no objections.

**Presentations/Persons in Attendance**

None

**Communications**

Communication from Robert Szczechowski – Assistant City Finance Director reporting budget to actual financial results for the TIFA for the period ending April 30, 2016. Motion by Member Drysdale, supported by Member Maher to receive and place on file the financial results communication. The motion passed with no objections.

Communication from Bill Look, City Attorney, providing opinion, that resolution from January 19, 2016 approving public infrastructure improvements to 646 Biddle Avenue for the Bentley Banquet Center are authorized and the he concurs with approval by the TIFA Board for reimbursement. Motion by Member LaManes, supported by Member Maher to receive and place on file the communication from the City Attorney on this matter. The motion passed with no objections.

Communication from Paul LaManes, Board Secretary, regarding City Council resolutions dated February 22, 2016, March 14, 2016 April 4, 2016 and May 2, 2016 regarding the purchase of properties utilizing TIFA funds and other TIFA related matters approved by City Council since the last meeting of the TIFA Board. Motion by Member Garmo, supported by Member Drysdale to receive and place on file the communication regarding matters approved by City Council since the last meeting of the TIFA Board. The motion passed with no objections.

**Other/Old Business**

Member Drysdale provided an update on the Marina project noting that moving forward with the plans are contingent on the timing and coordination of the dredging of the area earmarked for the marina that is part of a larger dredging project affecting the river.

Member Drysdale provided an update on the tax capture for the most recent property tax period noting the limitations of Proposal A and the Headlee Amendment on increases in property tax values and the corresponding capture of taxes. No substantial increase is expected to funds captured by the TIFA.

**Late Items**

None

**Next Meeting**

The next meeting of the TIFA Board will be held Tuesday, June 21, 2016 at 8:30 AM.

**Adjournment**

The TIFA meeting was adjourned at 8:46 AM by unanimous motion, no objections.

*Paul L. LaManes, Secretary*